

K# 9409



**AGREEMENT**

**Between**

**GBC MATERIALS,  
A DIVISION OF  
MORGAN *ADVANCED MATERIALS, PLC.***

**LATROBE, PA**

**and**

**THE IUE-CWA,  
THE INDUSTRIAL DIVISION OF THE  
COMMUNICATION WORKERS OF  
AMERICA  
(C.W.A.) AFL-CIO-CLC**

***and***

**LOCAL UNION 88643**

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# AGREEMENT

AGREEMENT dated 1<sup>st</sup> day of April, 2013 between GBC MATERIALS, A DIVISION OF MORGAN *ADVANCED MATERIALS, PLC.* ("Company") and THE IUE-CWA, THE INDUSTRIAL DIVISION OF THE COMMUNICATION WORKERS OF AMERICA (C.W.A), AFL-CIO-CLC, AND LOCAL UNION NO. 88643 ("Union").

The Union, by Certification of National Labor Relations Board dated February 15, 1963, has been certified as bargaining agent to the following collective bargaining unit, hereinafter referred to as the "Plant Unit": All production and maintenance employees, including plant clerical employees, of the Company at its Latrobe, Pennsylvania plant; excluding office clerical employees, draftsmen, salesmen, confidential employees, all other employees, all other employees and guards; professional employees and supervisors, as defined in Labor Management Relations Act of 1947, as amended.

The parties hereto desire to establish herein the wage scales, hours of work and working conditions of the employees in the Plant Unit, and to provide a means of peaceful settlement of all differences or disputes that may arise between them during the term hereof.

NOW, THEREFORE, it is mutually agreed as follows:

## ARTICLE I

### RECOGNITION

1. The Company recognizes the Union as the sole collective bargaining agent for the Plant Unit.

2. The Company and Union agree that neither of them will discriminate or show favoritism to any employees in the Plant Unit (hereinafter referred to as the "Employee") because of membership or non-membership in the Union. There shall be no discrimination against any of the employees because of their acting as an officer or in any other capacity in behalf of the Union.

## ANTI-DISCRIMINATION CLAUSE

1. The provisions of this contract shall be applied to all Employees, without discrimination on account of age, sex, marital status, race, color, creed, religion, national origin, or non job-related handicap or disability. Any special terms required by the ADEA, ADA, and the Family Leave Act are by this reference made a part of this Agreement.

## ARTICLE II

### DUES CHECKOFF

For the duration of this Agreement, the Company will deduct Union dues from the second (2nd) pay day of each month and promptly remit same to the IUE-CWA, The Industrial Division of the Communication Workers of America (C.W.A.), AFL-CIO-CLC, and Local Union No. 88643 for those employees in the Plant Unit whose written and signed authorization (on the following form) are received by the Company and while such authorization remains in effect:

"ASSIGNMENT TO, AND AUTHORIZATION TO DEDUCT AND PAY UNION DUES AND INITIATION FEES TO IUE-CWA, THE INDUSTRIAL DIVISION OF THE COMMUNICATION WORKERS OF AMERICA (C.W.A.), AFL-CIO-CLC, AND LOCAL UNION NO. 88643.

You are hereby authorized and directed, for the duration of this Agreement, effective April 1, 2013, between the Company and the Union, to deduct from earnings and pay over to the Union, monthly Union Dues and Initiation Fees as certified to the Company by the Local Union. You are hereby authorized to deduct such dues and fees from my earnings payable the second pay day of each month, but if not so then deducted in any particular month, you are then authorized to make such deduction from my earnings payable in any subsequent month.

This authorization shall remain in effect until revoked by me and shall be irrevocable for a period of one (1) year from the date

appearing above or until the expiration of the present Agreement between the Company and the Union, (whichever is sooner) by Registered Mail, given by me to the Company and the Union, at any time during the period of five (5) days prior to the expiration of the present Agreement, (whichever is sooner). If no such notice is given, this authorization shall be irrevocable for successive periods of one (1) year thereafter or for the term of any succeeding collective bargaining agreement between the Company and the Union, whichever period is shorter, with the same privilege of revocation at the end of such period.

SIGNATURE: \_\_\_\_\_

### INDEMNIFICATION

The Union will indemnify and save the Company harmless against any and all claims, demands, suits, judgments or other forms of liability that may arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this Article II, or in reliance on any list, notice or assignment furnished under any of these provisions.

### ARTICLE III

#### UNION SHOP

1. It shall be a condition of employment that all employees of the Company, within the Plant Unit, who are members of the Union in good standing on the date of execution of this Agreement, shall remain members in good standing, and those who are not shall, on the forty-fifth (45th) calendar day following the date of execution of this Agreement, become and remain members in good standing to the Union.

2. It shall also be a condition of employment that all employees of the Company, within the Plant Unit, hired on or after the date of execution of this Agreement, or transferred into the Plant Unit after said date, shall on



the forty-fifth (45th) calendar day following the commencement of employment within the Unit, become and remain members in good standing of the Union.

3. The Union shall indemnify and save the Company harmless against all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the Company at the request of the Union for the purpose of complying with any of the provisions of this Article.

4. The provisions of this Article shall be effective in accordance with and consistent with the provisions of Federal and State law.

5. *In order to further promote Union – Management relations, a joint Union – Management Committee shall meet on a monthly basis in accordance with the following:*

- a. *The Union representatives shall consist of the three (3) members of the Union Negotiation Committee.*
- b. *The Company representatives shall be three (3) in number and designated by the General Manager.*
- c. *The meetings shall be scheduled at the end of a shift for 30 minutes.*

## ARTICLE IV

### MANAGEMENT RIGHTS

1. The management of the Company, including the right to plan and determine production schedules, products to be manufactured, location of its plant and departments where work is to be performed, the continuance or discontinuance of departments, the method of production and processing, including the right to introduce new and improved methods and facilities and to change existing methods and facilities, is vested exclusively in the Company.

2. The Union recognizes it is also the right of and responsibility of the Company to maintain discipline and efficiency, and agrees that in order to carry out such right and responsibility, the Company shall have the right to hire, discipline and discharge employees for just cause, and subject to the terms of this Agreement, to adopt reasonable nondiscriminatory plant rules which shall be posted on the plant bulletin boards.

## **ARTICLE V**

### **CHANGE OF LOCATION**

1. The employees shall have the right to preferential hiring if the Company moves to a new location and will receive credit for all service credits and seniority accrued by them.

## **ARTICLE VI**

### **SUBCONTRACTING**

The Company agrees not to subcontract work if it would result in a reduction in the current hours of work for the employees who otherwise would perform said work; or if the employees who otherwise would perform said work are on lay-off status.

The Company will also notify the Union of any subcontracting to be let by the Company.

## **ARTICLE VII**

### **SUPERVISORY EMPLOYEES**

1. Supervisors shall act in a supervisory capacity only, and they shall not perform any work or operations regularly performed by personnel of the Plant Unit, except in the case of:

- a. Emergency (fire, flood, public utility failure, or any other cause beyond the control of the Company); and
- b. Research and development; and
- c. Instruction and training of employees; and
- d. In the diagnosing of production or equipment difficulties; and
- e. Where personnel of the Plant Unit are not immediately available and a bona fide offer has been made to obtain the services of an employee in the Plant Unit qualified to perform the pertinent work.

2. When it becomes necessary under paragraphs 1 .b. and d. of this

Article for management employees to work with equipment or perform other tasks, they shall notify a Union representative of their intentions.

3. Group Leaders, designated as such by the Company, shall perform the regular work of the Plant unit, instruct other employees, and make work assignments.

## **ARTICLE VIII**

### **NOTICES**

1. The Union shall have the right of free use of a locked bulletin board in the Company's plant for posting notices in regard to meetings, social gatherings, collection of dues, names of candidates and other notices of Union activities.

2. The Union agrees to submit copies of all notices to Management before they are posted on the bulletin board.

## **ARTICLE IX**

### **UNION OFFICERS AND STEWARDS**

1. Provided they are qualified to perform the jobs available:

- a. Employees selected as Stewards of the Union shall have the highest seniority in their respective areas, but not in a particular job, in regard to layoffs or forced reductions in their department.
- b. Employees selected as President and Chief Steward of the Plant Unit, in the order named, shall have the highest plant-wide seniority in regard to layoffs.

2. There shall be a total of four (4) Stewards, to be divided as follows: First Shift-one (1); Second Shift-one (1); and Third Shift-one (1) and one(1) President and/or Chief Steward.

3. Provided there is no undue interference with normal production, Officers or Stewards shall request and will be permitted to leave their jobs, with no loss of pay, for the purpose of adjusting grievances and meeting with Management representatives as provided under Article X, Paragraph 1, of the current agreement; to attend Arbitration hearings under Article XI of

the Agreement; and to attend meetings with the Company representatives for the purpose of negotiating a new or revised working agreement. In all cases referred to above, not more than three (3) employees covered by this Agreement, nor more than two (2) employees from the same shift will be permitted to be absent from their respective jobs to attend such meetings. However, the Company will permit more than two (2) employees from the same shift to attend negotiations sessions, for a maximum period of four (4) hours of the affected shift. The Union may request the presence, at an Arbitration hearing, of an employee other than an Officer, Steward, or aggrieved employee, who has special knowledge pertinent to the specific grievance being presented. The Company will permit such additional employee to be absent from work without pay; provided, the Company has been given seventy-two (72) hours prior written notice.

## ARTICLE X

### GRIEVANCE PROCEDURE

1. Should differences arise between the Company and the Union as to the meaning and application of, or compliance with, the provisions of this Agreement, an earnest effort shall be made to settle such differences concerning rates of pay, wages, hours and working conditions or other conditions of employment within this area in the following manner:

- a. STEP I: The Steward or Officer will request permission from their immediate supervisor to leave the job to investigate a problem. The Supervisor will grant such permission and the Steward or Officer and the Supervisor will attempt to resolve the problem. All Actions must be initiated under this provision within thirty (30) days of the occurrence of the incident causing the complaint, or of the date the Union first became aware of the incident. ~~The supervisor shall answer such complaint verbally within three (3) days of the date of the discussion. It is understood that these discussions do not make the matter discussed a grievance.~~
- b. STEP II: Should the Steward or Officer be dissatisfied with the Company's verbal answer to their complaint, they may submit to the Supervisor a written grievance, signed and dated by the employee and/or Steward on a form supplied by the Company

within three (3) days of the receipt of the Supervisor's verbal answer. The Supervisor will place a written answer on the grievance form and return to the Steward within three (3) days.

c. STEP III: Should the employee and/or Union be dissatisfied with the written answer given in the 2nd Step, they may refer the written grievance to the General Manager of the Plant within three (3) days of receipt of the written answer. The General Manager and/or a designated representative will discuss the grievance with the Union Grievance Committee and the International Representative. The Company representative shall answer the grievance in writing within five (5) days after the meeting.

2. The time limits provided at any of the several grievance procedure steps may be extended by mutual agreement. It is understood that either party will be granted an automatic extension of up to thirty (30) days upon making a written request. However, the total number of days allowed for extensions for all steps on any one grievance shall be a maximum of thirty (30) days.

3. Should the Company or the Union fail to answer a grievance within the specified time limit, the grievance will proceed to the next step of the grievance procedure.

4. All time limits referred to in this Article shall exclude Saturdays, Sundays, holidays or the day observed to be a holiday, and periods when the plant is shut down for vacation purposes or other reasons.

5. The grievance procedure may be utilized by the Union in processing general grievances which allege a violation of the obligations of the Company to the Union as such. In processing such grievances, the Union shall observe the specified time limits in appealing and the Company shall observe the specified time limits in answering. In the event an employee dies, the Union may process, on behalf of the employee's legal heirs, any claim the employee would have had relating to any monies due under any provision of this Agreement.

6. The grievance procedure may be utilized by the Company in processing general grievances. In processing such grievances, the Company shall observe time limits in appealing and the Union shall observe the specified time limits in answering.

7. Any employee discharged by the Company who believes to have been unjustly dealt with may protest the Company action by filing a written grievance within five (5) calendar days at Step III of the Grievance Procedure and such grievance shall be processed as thereafter provided or

at a Special Step III meeting scheduled at a time mutually agreeable to the parties. Should the discharged employee be unable to process a grievance within the time required, then the Union may file a grievance, as provided in this Paragraph, on his behalf.

## ARTICLE XI

### ARBITRATION

1. Any disputes which have not been resolved within thirty (30) days after the grievance meeting, may be submitted to arbitration by either the Union or the Company within said thirty (30) days' period, but not thereafter. Any grievance not resolved or submitted to arbitration within the specified time limit will be considered settled.

2. If the parties are unable to mutually agree on the selection of an arbitrator within thirty (30) days from the date of the appeal, they will request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Each of the parties will be entitled to strike alternately from the list and the remaining arbitrator will become the selection of the parties.

3. Several grievances may be heard by a single arbitrator.

4. Notwithstanding any other provisions of this Agreement, no arbitrator shall, without specific written agreement between the parties, with respect to the arbitration proceeding, be authorized to add to, detract from, or in any way alter the provisions of this Agreement.

5. Either party may be represented by counsel at any hearing without prior notification to the other party or the Service.

6. The arbitrator shall have authority to issue subpoenas and shall be able to compel either party to produce any material relevant to the proceedings.

7. The award of the Arbitrator shall be in writing and will be final and binding upon the parties to this Agreement. However, the Arbitrator shall have no authority to appoint, assign or otherwise direct another Arbitrator, an assistant, an arbitrator-in-training, or other person or persons, the duty or responsibility of hearing, writing the decision or award or a recommendation for the award, or to in any way participate in the Arbitrator's determination, unless specifically authorized to do so by both of the parties to this Agreement. Any Arbitrator violating the responsibilities

and authority placed upon the Arbitrator under this Article XI shall not be entitled to a fee for his service and shall only be reimbursed for expenses incurred and shown to be related to the subject Arbitration. Arbitrators will be given a copy of this Article XI at the time of their appointment.

8. The Company and the Union shall bear equally the fee and expense of the arbitrator.

## **ARTICLE XII**

### **PROBATIONARY EMPLOYEES**

1. Any new employee hired by the Company shall be placed on probation for one hundred eighty (180) calendar days. During this time, the Company will determine said employee's fitness for continued employment.

2. Seniority shall not apply during the employee's probationary period, the employee's seniority will be computed back one hundred eighty (180) calendar days from the date the employee completed the probationary period. Any laid-off employee will not be required to serve more than one (1) probationary period.

3. Probationary employees will become eligible for Holiday Pay, health insurance coverage and other employee benefits, after completing ninety (90) calendar days of employment.

4. Any exceptions to or variations from this Article may be mutually agreed upon between the Union and the Company.

## **ARTICLE XIII**

### **SENIORITY**

1. The Company agrees to recognize the principle of seniority within the Plant Unit with respect to employees who have completed their probationary period.

2. The seniority of an employee is determined by length of service computed in years, months, and days from the date of the beginning of his / her continuous employment with the Company. Should employees be hired to start on the same date, their respective seniority shall be determined by a drawing in the presence of the employees, Company representative, and a

Union representative.

Accurate plant lists giving the name of all employees and date employee enters service with the Company will be posted on the bulletin board.

3. Provided that there are no regular full-time employees on lay-off status, individuals who are hired as temporary summer employees to fill in for vacations and to perform other ancillary duties shall be terminated before the completion of their one hundred eighty (180) calendar day probationary period set forth in Article XII (Probationary Employees). Individuals who are hired as temporary summer employees shall be paid the base straight time hourly rate of Job Class I.

4. In all cases of layoffs and rehiring, the employees with the greatest length of service will be given preference.

5. A temporary lay off shall be defined as a layoff not to exceed two (2) working days in duration. Layoffs of less than two (2) working days will be equalized between employees who normally perform the work.

6. In the event of lack of work for more than two (2) working days which makes it necessary to decrease the work force, layoffs, subject to the provisions of Article IX and Paragraph 4 hereof, will be made as follows:

#### Reductions in force

- a. Employee(s) shall be laid off in reverse order of their date of commencement of continuous employment with the Company provided the employee(s) with greater length of continuous service is qualified to perform the job or jobs of the employee(s) who would otherwise be subject to layoff.

For the purpose of this Article, the word "qualified" shall mean that the employee has the ability to adequately perform the work at a normal production rate. For job classifications of five (5) or higher, the employee must be immediately qualified to perform the work. For job classifications of four (4) or lower, the employee shall have a period of up to ten (10) working days to become qualified to perform the work.

- b. The least senior employee(s) on the job(s) affected by the layoff shall have the following alternative rights of election:
  - (1) To move into a job of higher classification, if the employee has the ability to immediately perform the duties of the higher classification as efficiently as the employee who would be bumped. If, the employee cannot perform the



- duties of such job as efficiently as the employee whom he replaced, then such employee(s) shall have the right to make a new election under the provisions of subsection (2) and (3) hereof.
- (2) To move into an equally classified job, if qualified to perform such work, and replace the employee(s) having less seniority than performing such job(s).
  - (3) To move into a job of lower classification if qualified to perform such work and replace the employee(s) having less seniority than performing such job(s). The employee who cannot replace an employee with less seniority in any job class other than job class 1 or 2 will be given the option of:
    - (1) replacing the job class 1 and 2 employee with less seniority; or
    - (2) taking a voluntary layoff from the plant until such time as a vacancy occurs in a job class higher than job class 2 at which time the employee exercising this option must accept the recall to such vacancy.
- c. The elections for bumping under this Paragraph 6 will be made as follows:
- (1) The Company will post a notice on the Bulletin Board showing the number of employees in each classification to be reduced by the layoff and the names of those employees who are expected to be laid off from the Plant. Such notice is to be posted no later than 2:00 P.M.
  - (2) All employees whose jobs are or may be affected by the reduction in force shall decide how they will exercise their seniority to move to another job within the following time limits which began at 3:00 P.M. on the date of posting:
    - (a) One (1) shift operation - 24 hours
    - (b) Two (2) shift operation - 24 hours
    - (c) Three (3) shift operation - 24 hours.
  - (3) The Company, after the termination of the appropriate time period, will contact the affected employee(s) in seniority order, with a Steward present, and the employee(s) must, at that time, advise the Company of their decision.
- d. The least senior employee(s) displaced by the above procedure will be laid off. The Steward will be notified as soon as possible of any impending layoffs before the employees selected for layoff are notified. Employees to be laid off will

be given three calendar (3) days' notice, work or pay.

### Voluntary Layoff

- e. Employees who otherwise may be affected by a reduction in force shall have the option of taking a voluntary lay-off, in accordance with the terms and conditions set forth below.
- f. Voluntary lay-offs shall be granted to employees, at the discretion of the Company, on the basis of their relative length of plant continuous service, with preference given to those employees with the greatest length of plant continuous service. The Company reserves the right, however, to refuse to grant any particular voluntary lay-off, or to terminate any particular voluntary lay-off of an employee in job class 5 or higher, in order to ensure the orderly and efficient operation of the plant.
- g. It is expressly recognized that employees who elect voluntary lay-off shall have no right to "bump" back into the plant in accordance with their seniority for a period of ninety (90) calendar days. After ninety (90) calendar days, employees on voluntary lay-off shall be given one (1) opportunity to bump back into the plant, in accordance with their seniority. If this opportunity is not exercised, the employee shall continue on lay-off status and shall be re-called to work in accordance with paragraphs h, i and j, below.

### Recall from Layoff

- h. When work becomes available, laid-off employees will be recalled in line with their seniority provided they are qualified to perform such work and provided they have not exercised the option for voluntary layoff under Paragraphs e, f and g, above.
- i. It is expressly understood that employees who have been reduced or laid off in accordance with this Article shall have the right to be re-called to the plant and thereafter to be moved to and towards their former incumbent job classifications prior to the application of any job bidding procedure set forth in Article XIV, below.
- j. An employee who is recalled from lay-off to a position other than his incumbent position shall have the right to remain in that position and refuse further re-call to and toward his incumbent position; provided that there is another qualified

employee available to be placed in his former incumbent position. Any employee who exercises this option shall waive any and all seniority rights to his former incumbent position.

5. Tool and Die Makers and Machinist Classifications shall be exempt from layoff procedure, except in the event of a decrease in working forces in their areas. Should a decrease in force be required among Tool and Die Makers or Machinists, the reduction shall take place in the affected area(s) in accordance with the provisions of paragraph 4, above.

6. Seniority shall be lost under the following conditions:

- a. Resignation or quitting;
- b. Discharge for just cause;
- c. Failure to report back to work from layoff within five (5) working days after requested to do so by the posting of a certified letter to the employee's last known address;
- d. If layoff exceeds one year or length of seniority prior to layoff, whichever is greater.
- e. Absence from work for any other reason in excess of four (4) years.

7. If an employee who is laid off finds employment elsewhere during such layoff, he/she shall have the right to waive temporary re-call of less than four (4) weeks duration without loss of seniority. Any such waiver may be voided or cancelled by the employee upon three (3) days notice to the Company. No employee shall have the right to waive such temporary re-call if there is no other qualified employee that can be temporarily transferred and/or re-called to the position at that time.

8. Management, at its discretion, and with the consent of the employee involved, may select a member of the Union to become a supervisor, assistant supervisor, clerical employee or any other non-bargaining position. It is understood and agreed that such an employee will be permitted to remain outside the bargaining unit for a period of nine (9) consecutive months without losing any seniority status. If during this period management determines that such employee is not qualified to properly handle the new assignment, or if the employee chooses to return to the bargaining unit, then such employee shall be returned to the bargaining unit position to which the employee's length of continuous service entitles him or her, without loss of seniority, which will date back to the employee's original seniority date for all purpose under this Agreement.

In the event that an employee serves in a position outside of the bargaining unit for a period in excess of nine (9) consecutive months, the employee shall cease accruing continuous service for any period beyond the initial nine (9) months. Under such circumstances, any return to a bargaining unit position will be made to any available open position.

## ARTICLE XIV

### JOB BIDDING IN PLANT UNIT

An opening shall be defined as a permanent vacancy in a job, where the filling of such opening would actually increase the total number of employees on that job classification beyond the number that existed prior to any reduction in force. The term vacancy shall include the filling of an opening caused by death, discharge, voluntary bid or quitting. Openings are to be filled by the following procedure:

1. All Class I jobs assignments will be permanently posted on the Bulletin Board and each Class 1 employee may express a preference for a particular job assignments by signing the posted notices.

2. Openings in Class 2 and up will be advertised by written notices posted on the Bulletin Board; such notices will bear the date and time that they were posted.

3. Such notices will remain posted for a period of three (3) days and during such time eligible employees shall make known their bid by signing a Bid Ballot which shall specify the job requested, and depositing it in the Bid Ballot Box. Whenever any Bid Ballots are deposited therein, the Bid Ballot Box shall be locked and shall remain locked until opened by the Company in the presence of the Steward. The Union may contact employees not working in the plant during the time the job bid is posted and bid for such employee at the employee's request. Such bid must be signed by a Union officer and if the employee is selected, the employee must take the job upon returning to work.

4. Eligible bidders will be defined as follows:

- a. Employees in a lower or equal rate classification, who have not made a successful bid during the six (6) month period prior to the time of the posting of the job.
- b. Any employee who has obtained an equally rated job as a

result of bidding shall not be permitted to bid on another equally rated job for a period of one (1) year; however, such employee may bid on a higher rated job at any time.

- (1) This paragraph shall not be available to employees working on the jobs of Tool & Die Maker, Machinist, Maintenance, or any designated group leaders.
- (2) The Company shall have the right to hold the successful bidder under this paragraph at the bidder's former position, until such time as the bidder's replacement is fully trained.
- (3) Employees who elect to bid to any new operation under attached Exhibit 1, may bid down to said position and their bid shall not count against the annual maximum for the plant set forth above.

*c. Notwithstanding the foregoing, there may be a maximum of one (1) "down bid", on a plant-wide, basis per contract year.*

*d. Employees may, for age or medical considerations, seek reclassification to a lower rated position once during the term of their employment with the Company. This reclassification shall be accomplished by either a "down bid", or by mutual agreement between the Company and the Union.*

- (1) In order to effectuate this reclassification, the employee must provide a medical certification from his or her physician which establishes the need for the reclassification.*
- (2) The Company's physician must review the employee's medical certification and approve same. Such approval shall not be unreasonably withheld.*
- (3) Finally, the Company's physician must certify that the employee is physically capable of performing the essential functions of the position to which the employee seeks to be reclassified.*
- (4) A "down bid" for medical reclassification purposes shall not count toward the maximum one down bid per year set forth in Paragraph 4(c) above.*

5. The most senior bidder shall have the first opportunity to try the job. If there are qualifications in the job description, the successful bidder must meet those qualifications.

6. The Employee selected for the opening shall be given up to a thirty

(30) working day training period. If during this period, the conclusion is reached by the Company that the successful bidder does not have the aptitude for the work, the employee shall be disqualified and placed by the Company in the employee's former job. An employee may withdraw his bid within the first five (5) working days of his thirty (30) day training period for said job. The Company may hold this employee for 30 days to train his/her replacement. The employee will be paid the wages of the bid job or their previous rate, whichever is higher during the training period. The Company shall attempt to place the successful bidder within ten (10) working days after acceptance. If the Company is unable to place the successful bidder within ten (10) working days after acceptance, the employee will be paid the rate of the bid position after the expiration of ten (10) working day time period, but will be moved no later than thirty (30) days after acceptance.

7. If there are no qualified bidders, the posted job opening will be filled by the Company by hiring a new employee. This provision does not apply to Tool and Die Makers, Machinists, and Maintenance employees (Labor Grade 12).

## ARTICLE XV

### TEMPORARY VACANCIES AND TEMPORARY TRANSFERS IN PLANT UNIT

1. Temporary vacancies shall be defined as openings caused by vacation, sickness, transfer, leave of absence, temporary disability or production increases.

2. In the event of a temporary vacancy, the Company may transfer an employee to perform the vacant job for the remainder of the period of the vacancy, but not to exceed forty-five (45) working days. Should the circumstance of the absence require a transfer in excess of forty-five (45) working days, the Company and the Union will meet for the purpose of seeking agreement to an appropriate extension of the concerned temporary transfer, and said agreement will not be unreasonably withheld by either party. Where an employee is transferred under this section to a job in a different job class, the employee so transferred will be paid the employee's own rate or the highest rate of the job to which the employee was transferred, whichever rate is the higher. *When an employee is transferred*

***to work on the continuous operation on a Monday through Friday shift, that employee shall be paid the \$1.37 hourly additive in addition to the applicable rate to be paid under this paragraph.***

**3. The Company will attempt to fill temporary vacancies with a temporary bid holder following the procedure set forth below.**

**a. Jobs on an agreed to “critical job” list will be posted and then reposted every second year. These temporary bid postings shall clearly set forth the hourly wage rate of the job and the specific two (2) year retention period. In order to be a qualified bidder for a temporary critical job bid, an employee must be a bid holder of a lower job classification, or must have been reduced for a period of six (6) months or more to a lower job classification than the job classification for the critical job that is posted under this paragraph. Employees who are awarded a temporary bid for a critical job shall be eligible for training on the critical job in accordance with the provisions of Article XIV of the Agreement.**

**b. Employees who are awarded a temporary bid for a “critical job” and have successfully completed their training, who have health or other good reasons mutually agreed upon by both parties, will be removed from the remaining duration of their temporary bid, provided said employees give six (6) months prior notice. This notice may be waived for compelling mitigating circumstances.**

**Upon the return of an employee from the temporary bid vacancy, the employee filling the temporary vacancy shall be transferred back to his incumbent classification and shift.**

**c. A “critical job” shall be defined as a job that requires a significant period of training on the job before the employee can be considered qualified to fill it. Current examples of “critical jobs” are:**

- |  |                  |
|--|------------------|
| <b>(1) Raw Material Processor I</b>      | <b>- Class 9</b> |
| <b>(2) Shipping Clerk</b>                | <b>- Class 8</b> |
| <b>(3) QC Lab Technician I</b>           | <b>- Class 8</b> |
| <b>(5) Production Equipment Operator</b> | <b>- Class 6</b> |
| <b>(6) Maintenance Helper</b>            | <b>- Class 5</b> |

**The Company shall maintain specific list of “critical jobs” and post such a list in the Alumina/Glass Division.**

**d. In the event the Union disagrees with the Company’s**

designation of a particular job as a "critical job", such disagreement shall be a proper matter for consideration in the grievance procedure, and if necessary, arbitration. The Company's designation of a job as "critical" will remain in effect pending final disposition of any dispute in the grievance procedure. It is recognized by both parties that it may be necessary to add or delete certain jobs from such list from time to time.

4. Notice of temporary transfers shall be given in writing to the Steward.

## ARTICLE XVI

### LEAVES OF ABSENCE

#### A. Disability Leave

1. An employee's request for disability leave of more than five (5) days must be supported by a physician's certificate stating the nature of and the reason the leave is necessary.

2. Any employee absent on disability leave, supported by a physician's statement, will upon returning to work, be placed on the former job held by the employee if the employee is physically capable of performing said work and has the necessary seniority. In the event the employee is unable to physically perform the work and this physical condition is substantiated by a physician's statement, or does not have sufficient seniority to hold the former job, the employee may then transfer to a job of the same or lower classification of available work as the employee shall be able to perform if seniority permits. However, should the employee's physician and the Company's physician disagree as to the physical capability of the employee to do the work, the physicians in question will pick a third physician who will arbitrate the issue and the decision shall be binding upon the Company, the Union and the employee.

3. Seniority shall be maintained but will not accumulate beyond eighteen (18) months' absence due to illness.

4. Employees on disability leave of absence of at least five (5) weeks, will be required to be examined by the Company doctor before being allowed to return to work.



## **B. Personal Leave**

1. Any member of the Union appointed or elected to an office in the Union or a delegate to a Union convention or Conference shall be granted a leave of absence until the end of such mission, without loss of seniority. At the end of such mission, the employee or employees will be restored to the position formerly held at the applicable classified rate at the time of return, provided the employee has sufficient seniority to hold the former job.

2. A member of the Union elected to a public office for any Federal, State or Local government shall be granted a leave of absence for the duration for the term of office without loss of seniority. At the end of such term, the employee will be restored to the position formerly held at the applicable classified rate at the time of return, provided the employee has sufficient seniority to hold the former job.

3. A personal leave of absence may be granted to an employee for any reason other than those enumerated above, under the following conditions:

- a. The request shall be made at least one (1) week before it is to become effective.
- b. The period of the leave granted shall not exceed thirty (30) days. An extension of such leave may be granted for an additional period with approval of management.
- c. No such personal leave or extension shall be granted if it is not practical due to business conditions to grant such personal leave.
- d. An employee on a personal leave of absence will be allowed to return to work prior to the expiration date of the leave; provided the employee gives three (3) days written notice to the Company that he wishes to return at an earlier date.

It is expressly understood that all personal leaves of absence are unpaid; and that no employee benefit coverage shall be provided to employee(s) during the period of any personal leave that exceeds thirty (30) working days; unless the employee taking the personal leave pays to the Company the concerned premium(s).

## **C. Family and Medical Leave Act**

The Company and the Union have negotiated the following clarifications regarding the application of the Family and Medical Leave Act:

1. The twelve (12) week unpaid leave entitlement will be administered on a calendar year basis.

**2. Employees must use at least 25% of their vacation entitlement in any vacation year as the first portion of any FMLA leave. This shall be applied as follows:**

**5 days of vacation entitlement:** *At least one (1) day must be applied as the first portion of any FMLA leave.*

**7 days of vacation entitlement:** *At least two (2) days must be applied as the first portion of any FMLA leave.*

**10-13 days of vacation entitlement:** *At least three (3) days must be applied as the first portion of any FMLA leave.*

**14-15 days of vacation entitlement:** *At least four (4) days must be applied as the first portion of any FMLA leave.*

**20-21 days of vacation entitlement:** *At least five (5) days must be applied as the first portion of any FMLA leave.*

**25 days of vacation entitlement:** *At least six (6) days must be applied as the first portion of any FMLA leave.*

**3. The employee taking the leave will be reinstated to the job they left at the time of their leave. If the job is no longer available, then they will be placed on an "equivalent" job.**

**D. Conditions Applicable to All Leaves**

1. All leaves of absence shall be without pay.
2. Any employee who fails to return to work from a leave of absence without having obtained an extension of such leave shall be automatically

discharged.

3. Any employee on a leave of absence who accepts employment with another employer shall be automatically discharged, except where the employee has the Company's written approval to accept such other employment.

4. Employees returning from leaves of absence (except Item C above) of at least six (6) weeks' duration shall notify the Company not less than five (5) working days before they are ready to return to work and if no disability leave, submit to the Company at the time such notice is given a physician's statement that they are physically able to work.

## **ARTICLE XVII**

### **OFFICIAL ADDRESSES OF EMPLOYEES**

1. Each employee, whether on layoff or actively employed, must keep the Company constantly informed of the Employee's correct mailing address and telephone number. The Company shall be entitled to rely on the last information furnished to it by the employee. Notice of change of address or telephone number shall be deemed given to the Company by an employee only if, in the case of an employee actively working, the change is made on a form available from the Company and it is turned into the Company; or in the case of employees on layoff, if given by certified mail addressed to GBC Materials a Division of Morgan *Advanced Materials, PLC.*, 580 Monastery Drive, Latrobe, Pennsylvania 15650.

## **ARTICLE XVIII**

### **MILITARY SERVICE**

1. An employee who enters the armed forces shall be entitled to all rights specified in the current Selective Service Act; and the Veteran's Reemployment Act.

## **ARTICLE XIX**

### **SAFETY AND HEALTH**

1. The Company and the Union will each appoint two (2) persons on the Safety Committee. It shall be the duty of the Safety Committee to promote, encourage and carry our provisions to insure proper safety practices and conditions for all the employees.

2. The Company will provide protective devices, including clothing, to protect employees from health hazards and injury. The Union and the Company agree that they will encourage all employees to work in a safe manner. See attached Exhibit 4.

### **DRUG FREE WORK PLACE**

The Company is vitally concerned with the well-being of all of its employees, as well as with their ability to perform their work duties safely and professionally. Consistent with these concerns, employees are expressly prohibited from using or being under the influence of alcoholic beverages or controlled substances in the work place. To this end, the Company and the Union have agreed to a Substance Abuse Testing Program to be used in the case of serious accident(s), or injuries requiring more than first aid treatment. A copy of that Substance Abuse Testing Program is set forth as attached Addendum "B".

## **ARTICLE XX**

### **HOURS OF WORK**

#### **A. Work Week**

1. The normal work week shall be forty (40) hours per week, eight (8) hours per day, five (5) days per week from Monday through Friday inclusive. An employee's work day is the twenty-four (24) hour period beginning with the employee's regularly assigned starting time, and the employee's day or days of rest start at the same time on the day or days the employee is not regularly scheduled to work. The payroll week shall commence with the shift starting at 11:00 p.m. on Sunday and shall end with the completion of the shift starting at 3:00 p.m. on the following Sunday.

2. This Article defines the normal hours of work, but shall not be construed as a guarantee of hours of work per day or per week, or of days per week.

**B. Shift Schedule in Plant Unit**

The following are the shifts:

1. Production and Maintenance Employees

(Starting on Sunday)

11:00 P.M. to 7:00 A.M.

7:00 A.M. to 3:00 P.M.

3:00 P.M. to 11:00 P.M.

2. Shipping and Plant Clerical

8:00 A.M. to 4:00 P.M.

3. Continuous Operation

The Company may utilize a “continuous operation” schedule for roller kilns, which shall consist of a two (2) week rotation schedule of twelve (12) hour shifts, seven (7) days per week, using four (4) rotating schedules. The continuous operation schedule shall be as shown on attached Addendum “A”.

The continuous operation workweek shall be from Sunday through Saturday, inclusive. The Sunday shall begin with the 7:00 a.m. shift and the Saturday shall end with the 7:00 p.m. shift. Employees on the continuous operation schedule shall receive fifteen (15) minutes for lunch and a ten (10) minute break period during the shift, to be taken as approved by management.

C. Variations of the above shifts will be discussed between the Company and the Union. The Company reserves the right, however, to change the normal shift starting and ending times, in order to most efficiently meet the operational needs of the business. Wherever possible, the Company will allow employees, or teams or employees on associated jobs, to adjust their working schedules to more fully meet individual group needs and desires. However, it is understood that such flexibility in scheduling will be allowed only if the efficiency of the Company operations are not impaired and that such changes will not be allowed for periods of less than one (1) week in duration.

#### D. Shift Preference

1. Seniority will govern in the manning of work shifts, and in the choice of shift as between employees performing the same position duties. In the exercise of shift preference the employee displaced will take the job and shift of the employee exercising shift preference. Changes for shift preference will be made only on the first day of the workweek and at least five (5) working days advance notice will be given to the employee being displaced.

2. After exercising shift preference, an employee shall not be permitted to exercise such preference again for a period of six (6) months, except when he is removed from the shift and job when a decrease in work force takes effect.

#### E. Lunch Periods

1. The Company will provide the employees with a fifteen (15) minute paid lunch period to be taken as approved by Management during the fifth (5th) and sixth (6th) hours of the normal work day.

2. The fifteen (15) minute lunch period will be preceded by a five (5) minute personal clean-up time. The buzzer will sound at five (5) minutes before the lunch period and five (5) minutes before the end of the lunch period. Employees are expected to remain at their work stations until the buzzer sounds and to be at their work stations at the end of the lunch period.

## ARTICLE XXI

### OVERTIME

1. All hours worked in excess of eight (8) in any one (1) day of work (Monday through Friday, inclusive) will be paid for at time and one-half (1½x) the employee's regular rate. "Hours worked", as used herein, shall include the lunch period. ~~It is understood, however, that should an~~ employee exercise his or her seniority rights, such as through a bidding or bumping system, the employee forfeits any right to overtime that arises as a result of the exercise of those rights for that week. *It is further agreed that in the event that any employee fails to work all of his or her scheduled hours in any work week, that employee shall forfeit any right to overtime compensation for working in excess of eight (8) hours on any work day in that work week.*

2. Subject to paragraph 3 below, all hours worked, whether eight (8) or less, Saturdays, Sundays or on a holiday, set forth in Article XXIX of this Agreement, will be paid for as follows:

- a. All hours worked on Saturday will be paid for at time and one-half ( $1\frac{1}{2}x$ ) the employee's regular rate.
- b. All hours worked on Sunday, except for hours included in the shift which begins Sunday night, will be paid twice ( $2x$ ) the employee's regular rate.
- c. All hours worked on a holiday will be paid for at one and one-half ( $1\frac{1}{2}x$ ) times the employee's regular rate of pay for the first eight (8) hours and at double ( $2x$ ) times for hours worked after eight (8) hours plus the holiday pay.

3. Any employee working on a continuous operation schedule shall be paid an hourly additive in the amount of one dollar and thirty-seven cents (\$1.37) per hour, for each hour worked on said operation, in addition to their regular straight time hourly wage rate, plus any applicable shift differential. The hourly additive shall be included for the purpose of calculating daily and/or weekly overtime rates, vacation pay and holiday pay. Any employee not working the actual continuous operation schedule shall not be eligible for the continuous operation hourly additive.

4. Employees who fail to work all of their scheduled hours prior to being notified of the availability of overtime work for Saturday and/or Sunday in that work week shall fall to the bottom of their respective overtime opportunity list for Saturday and Sunday overtime opportunity in that work week. Employees who are offered the opportunity to work Saturday and/or Sunday overtime in any given work week and who thereafter fail to work all of their scheduled hours for that work week, shall fall to the bottom of their respective overtime opportunity list for Saturday and Sunday overtime opportunity in the following work week.

5. Consistent with efficient operation, overtime will be divided equally among employees who normally performed the work for which overtime is required.

6. The Company will keep a record of overtime distribution and a copy of this record will be posted on the Plant Bulletin Board.

***7. The Company shall post the overtime hours worked on each employee's job classification each pay period. It shall be the responsibility of the employee to notify management if he or she is 16 or more hours behind in overtime equalization.***

8. Except in emergencies, employees will be notified by posted notice

or personal contact two (2) working days prior to the overtime day that they will be required to work on Saturdays, Sundays, or holidays; provided, however, that employees who are absent shall be personally contacted with a Union officer or Steward present, by telephone and their acceptance of the assignment by phone shall constitute an agreement on their part to be present as requested. In such event their names shall be included in the posted notice. All employees reporting for overtime work shall sign the posted notice on the respective lines on which their names appear.

9. In the event that an overtime opportunity is not otherwise filled as set forth above, the overtime shall be offered on a voluntary basis to incumbents of the job classification on which the overtime occurs, in the order of their relative length of plant continuous service. In the event that the Company is unable to fill all of the required overtime opportunities with qualified volunteers, any remaining overtime shall be filled in accordance with the following procedure.

10. Weekday Overtime (Monday through Friday)

Employees who are either scheduled or who otherwise have worked at any time in job classifications 1 through 3 during any work week shall continue to be assigned required weekday overtime in accordance with the current procedure. The principal elements of that procedure are as follows:

- a. Each employee shall be informed individually by the Company as to how many overtime hours are available for the employee to work in a particular work week.
- b. Once notified, each employee shall have the opportunity to work the available overtime, by either reporting early or staying after the end of his/her scheduled shift(s) in that particular work week.
- c. If the employee fails to work all of the available overtime, the employee will be "charged" with working the unworked overtime in accordance with the provisions of Article XXII of the labor agreement (Overtime Equalization).
- d. Employees working in job classifications 1 through 3 will not be required to work more than two (2) hours per day of weekday overtime (Monday through Friday). However, such employees may continue to work more than two (2) hours of daily overtime on a voluntary basis.
- e. Employees who are either scheduled or who otherwise have worked at any time in job classifications 4 or higher during



any work week shall be asked individually by the Company to volunteer for any required weekday overtime. In the event that a sufficient number of qualified volunteers fail to agree to work the overtime, the youngest qualified employee in the concerned job classification in terms of plant continuous service shall be assigned to work the required overtime.

11. Weekend Overtime (Saturday and Sunday)

- a. Employees who are either scheduled, or who otherwise have worked at any time in job classifications 1 through 3 during the pay period in which the overtime opportunity occurs, shall be assigned to work weekend overtime in accordance with the following procedure. The Company shall first attempt to fill any weekend overtime opportunities *on any particular shift with qualified volunteers who previously performed said work on the same shift that the overtime is to be worked; and then from any qualified employee who volunteers.* Assignments for any weekend overtime shall be made in accordance with the existing Plant Utility I and Plant Utility II Overtime Equalization Guidelines. Preference among qualified employees for such assignments shall be given to the employee with the greatest length of plant continuous service.
- b. Employees who are either scheduled or who otherwise have worked at any time in job classifications 4 or higher during the pay period in which the overtime opportunity occurs, shall be asked individually by the Company if they wish to work weekend overtime, at least two (2) working days prior to the day on which the weekend overtime opportunity is to be worked. The Company shall first attempt to fill any weekend overtime opportunities *on any particular shift with qualified volunteers who previously performed said work on the same shift that the overtime is to be worked; and then from any qualified employee who volunteers.* Preference for any such assignments among qualified volunteers shall be given to the employee with the greatest length of plant continuous service.
- c. In the event that the Company is unable to fill all of the required weekend overtime opportunities with qualified volunteers, under paragraphs *a and b* above, any remaining

weekend overtime shall be filled in accordance with the following procedure:

- (1) Qualified employees who have performed any work in the concerned job classification during the pay period in which the overtime opportunity occurs with the least amount of plant continuous service shall be assigned to work the remaining weekend overtime.
  - (2) In applying this paragraph, overtime opportunities which occur on Saturday shall be filled first, and overtime opportunities which occur on Sunday shall be filled second.
  - (3) Employees who are required to work Saturday overtime under this paragraph shall not be required to work Sunday overtime under this paragraph, unless and until all other qualified employees in the concerned job classification have been assigned to work overtime.
- d. In order to prevent the youngest employees in terms of plant continuous service from always being assigned required weekend overtime, the assignment of weekend overtime shall be administered on a rotating basis. Once an employee has been assigned weekend overtime under this Memorandum of Understanding, he/she will not be assigned additional weekend overtime, unless and until all of the other qualified employees who have worked at any time in the concerned job classification during that pay period have been assigned weekend overtime. Once all of the qualified employees have worked mandatory overtime, the overtime assignment system shall "revert back" to the youngest employee in terms of continuous service in the concerned job classification.
- e. Nothing in this Agreement shall be construed as limiting the Company's right to schedule the work force; including scheduling overtime work.

## 12. Continuous Operation Overtime

All hours worked over forty (40) within the workweek listed above and all hours worked over twelve (12) during the workday shall be paid at time and one half when the employee works a "continuous operation" shift. During weeks in which they are scheduled to work more than forty (40) hours, vacation days shall be counted as hours worked for continuous

operations employees. The employees within the job worked on the “continuous operation” shift shall have preference to overtime on their bid job when overtime is worked in that position. Nothing in this Agreement prevents the Company from assigning work on the “continuous operation” shift at straight time to other employees not on the “continuous operation.”

13. If an employee who normally works in the continuous operation is mandated or volunteers for an overtime opportunity on a non-continuous operation job classification, that employee will receive overtime pay at the rate of the classification worked; for all hours worked in excess of his or her scheduled hours; and shall receive premium pay in accordance with Article XII set forth above.

14. Tool Room Overtime

See attached Exhibit 5.

***15. In applying this Article XXI, payment of overtime rates shall not be duplicated for the same hours worked. To the extent that hours are compensated at an overtime rate under one provision, they will not be counted as hours worked in determining overtime under the same or any other provision.***

## ARTICLE XXII

### OVERTIME EQUALIZATION

1. Any employee(s) offered overtime shall be credited with having enjoyed the benefit of the overtime hours offered to them whether they work or refuse to work during such overtime period.

The Company agrees to manage overtime opportunities within each job classification so as to maintain no more than sixteen (16) hours differential between employees.

Should an employee who has agreed to work overtime fail to do so, the employee shall be charged for purposes of overtime equalization with having had the benefit of the following hours of work:

- a. With one and one-half (1½x) times the time assigned to work if the employee has given the employer notice of at least one (1) hour before the time the employee was scheduled to report of the intention not to report.
- b. With twice (2x) the time assigned to work if the employee has failed to give the Company any notice or less than the one (1)

hour prior notice or less than the one (1) hour prior notice of the intention not to report.

- c. The foregoing times to be charged to the employee(s) failing to report for overtime work shall be multiplied by two (2) if the scheduled overtime work was to have been performed on a Sunday.
- d. The employee shall also be charged with an occurrence under the attendance policy.

## **ARTICLE XXIII**

### **REPORT-IN PAY**

1. Employee(s) who report for their regularly scheduled work and have not been advised at least four (4) hours in advance not to report for work shall receive a minimum of four (4) hours of work and/or their regular rate of pay for such four (4) hours; provided, however, that the provisions of this Article shall not apply where there is a shutdown due to fire, flood, public utility failure, or any other cause beyond the control of the Company.

2. If an employee reports for work and no work is available on his regular job, he may be assigned to do other work. If the employee refuses the assignment, he shall not be entitled to report-in pay.

## **ARTICLE XXIV**

### **CALL-IN PAY**

1. Any employee, who, having completed regularly scheduled work on a work day, is called in to work before commencing the next regularly scheduled shift (and is not working overtime immediately before or after the employee's regularly scheduled hours) shall receive a minimum of four (4) hours of work and/or their regular rate of pay for such four (4) hours.

## ARTICLE XXV

### JOB EVALUATION PROGRAM

1. The Job Evaluation Manual established between the parties dated October 25, 1976 shall be deemed a part of this Agreement. The rate of pay for each class of work shall be the rate of pay stipulated in Article XXVI, and except as provided in Article XV, each employee shall be paid such rate of pay for the classification of work which they are then performing.

2. If a new job (i.e., one not presently set forth in the Job Evaluation Manual) is created, the Company shall have the right to establish the job description, classification and rate for such new job and post such new job through the normal bidding procedure. If the Union disagrees with the Job Description and/or Classification, it may file a grievance within thirty (30) working days.

3. If there is a change in an existing job, the Company shall prepare a new job description and establish the classification for such changed job. If the Union disagrees with the changed job description and/or the classification, it may file a grievance within thirty (30) working days.

4. If by mutual (Company-Union) agreement, an existing job is upgraded, employees on that job so upgraded will be retained on the job and receive the rate of pay for the new classification.

## ARTICLE XXVI

### WAGES

#### A. Rates of Pay

1. The wage schedule effective during the life of this Agreement is as follows:

Effective: <u>Labor Grade</u>	<u>4/1/13</u> <u>Base Rate</u>	<u>4/1/14</u> <u>Base Rate</u>	<u>4/1/15</u> <u>Base Rate</u>
<i>1</i>	<i>\$10.17-\$13.77</i>	<i>\$10.48-\$14.18</i>	<i>\$10.79-\$14.56</i>
<i>2</i>	<i>\$10.57-\$13.98</i>	<i>\$10.89-\$14.40</i>	<i>\$11.22-\$14.83</i>
<i>2u</i>	<i>\$10.57-\$14.24</i>	<i>\$10.89-\$14.67</i>	<i>\$11.22-\$15.11</i>
<i>3</i>	<i>\$10.17-\$14.15</i>	<i>\$10.48-\$14.57</i>	<i>\$10.79-\$15.00</i>
<i>4</i>	<i>\$14.35</i>	<i>\$14.78</i>	<i>\$15.22</i>
<i>5</i>	<i>\$14.58</i>	<i>\$15.02</i>	<i>\$15.47</i>

5u	\$14.75	\$15.19	\$15.65
6	\$14.81	\$15.25	\$15.71
7	\$15.03	\$15.48	\$15.94
7u	\$15.19	\$15.65	\$16.12
8	\$15.17	\$15.63	\$16.10
9	\$15.54	\$16.00	\$16.48
10	\$15.92	\$16.40	\$16.89
11	\$16.38	\$16.87	\$17.38
12	\$19.15	\$19.72	\$20.31
13	\$19.39	\$19.97	\$20.57
14	\$20.64	\$21.26	\$21.90

**Light Duty Work Assignments – See attached Exhibit 7**

New employees hired into Labor Grades One (1), Two (2), and Three (3) shall receive automatic increases from the bottom of their respective rate ranges to the top of their respective rate ranges as follows:

a) Completion of ninety (90) days of continuous service \$1.00 per hour

b) Completion of their Probationary Period                      Top Rate

2. New employees hiring into Labor Grades Four (4) or higher shall receive fifty (.50) cents less than the base rate of the job to which they are assigned during their first ninety (90) days of continuous service as defined in Article XII herein.

3. Group Leaders in the Plant Unit shall receive, in addition to their respective base wage rate:

- One and 20/100 (\$1.20) dollars per hour worked for Group Leader I.
- Eighty (.80) cents per hour worked for Group Leader II.
- Forty (.40) cents per hour worked for Group Leader III.

**B. Shift Premiums**

~~1. Employees working on the third shift shall receive a shift premium of thirty (.30) cents per hour. Commencing April 1, 2014, employees working on the third shift shall receive a shift premium of thirty-five (35) cents per hour. Commencing April 1, 2015, employees working on the third shift shall receive a shift premium of forty (40) cents per hour.~~

2. Employees working on the first shift shall receive a shift premium of thirty-five (.35) cents per hour. *Commencing April 1, 2014, employees working on the first shift shall receive a shift premium of forty (40) cents*

*per hour. Commencing April 1, 2015, employees working on the first shift shall receive a shift premium of forty-five (45) cents per hour.*

C. Maintenance “On-Call” and Pager – See attached Exhibit 3.

## ARTICLE XXVII

### INSURANCE

1. Subject to the terms, conditions, limitations and exclusions stipulated in the policy/policies issued by the insurance carrier, which becomes a part of this Agreement, the Company shall furnish an insurance program for the employees providing the following benefits:

- a. Active employees will receive \$38,000.00 Group Term Life Insurance.
- b. Active employees will receive Supplemental Accidental Death and Dismemberment benefits of \$38,000.00.
- c. Employees who retire under the provisions of Article XXVIII (Pensions) of the Agreement shall continue to receive a reduced amount of three thousand (\$3,000.00) dollars Group Term Life Insurance.
- d. Accident and Sickness Disability Benefits for a maximum of twenty-six (26) weeks commencing on the first (1st) day of total disability resulting from non-occupational accident and with the eighth (8th) day of total disability resulting from non-occupational sickness. In case of non-occupational sickness requiring hospitalization, benefits will begin with the first (1st) day of total disability. Effective April 1, 2010, the amount of benefits payable shall be \$350.00 per week. Effective April 1, 2012, the amount of benefits payable shall be \$400.00 per week.
- e. Health Insurance Benefits: The Company will continue to provide a comprehensive health insurance program for eligible employees. *Commencing with the effective date of this Agreement, the program of group health insurance benefits provided shall be the Highmark Community Blue 1000 Plan (the “Plan”).* The premium contributions paid by employees for calendar year 2010 shall be as follows:

a) Single	\$48.80 per pay
b) Employee + one	\$107.80 per pay
c) Family	\$146.43 per pay

In the event that premium costs to provide the Plan are increased in any calendar year subsequent to 2010, the Company and the employees shall share the first ten percent(10%) of any such increase equally; and the premium contribution amounts set forth above shall be adjusted accordingly. Should the premium costs to provide the Plan increase by more than ten percent (10%) for any calendar year; the Company and the Union will meet to discuss whether another program of health insurance benefits should be provided. Should the Company and the Union be unable to agree to switch to another program of group insurance benefits, the Company reserves all of its rights under the provisions of paragraph 2, below.

In the event that federal legislation results in a “public option” for the provision of group health insurance benefits, the Company reserves the right to substitute that public option program of benefits for the program of benefits being provided to employees under this Article, at its sole discretion.

It is expressly understood, however, that the Company shall pay a maximum of one (1) insurance premium per employee family.

*f. The parties recognize that the Patient Protection and Affordable Care Act (“PPACA”) was voted into law on March 23, 2010; and that the United States Supreme Court determined the PPACA to be constitutional on June 28, 2012.*

*The parties further recognize that as a result of the PPACA, fundamental changes to the traditional manner in which health care is provided and delivered to individuals is taking place. At this time, many of the final regulations and processes implementing the PPACA have yet to be published.*

*Accordingly, the Company expressly reserves any and all of its rights that it may have under the PPACA and any regulations promulgated thereunder. Accordingly, the Company and the Union agree to meet and discuss the provision of group health insurance benefits after the*



*implementation of the PPACA in January of 2014. If both parties agree in writing as a result of those meet and discuss sessions, negotiations will be "reopened" for the sole issue of group health insurance benefits. All other aspects of this Agreement shall remain in full force and effect through the termination date set forth in Article XL of this Agreement.*

2. The Company, in its sole discretion, shall have the right to choose the insurance carrier or carriers, provided a comparable program of benefits is provided. The Company will, however, provide prior notification to the Union of any intended change in carriers and inform them of the reasons for such change. At the request of the Union, the Company agrees to meet and discuss with the Union its reasons for switching insurance carriers, for the purpose of determining whether a change in the plan design and/or premium co-payments by employees will permit the retention of the existing insurance carrier.

3. The provision of this Article shall be effective in accordance and consistent with provisions of Federal and State Law. Should changes in this Article be required because of such new or revised law, the parties will meet to discuss appropriate changes to that portion or portions of this Article which are affected.

4. Group Insurance benefits shall be terminated in accordance with the following:

- a. if an employee fails to return to work following an approved leave of absence, voluntarily terminates his or her employment relationship, or is discharged by the Company, all group insurance benefits shall terminate as of the effective date of the termination;
- b. if an employee is laid off, all group insurance benefits shall terminate on the last day of the calendar month in which the lay-off occurs;
- c. if an employee is absent from work due to a non-occupational illness or injury (S&A leave), all group insurance benefits shall be continued for a maximum period of twenty-six (26) weeks. All employee **premium contributions** must continue to be made by the employee during the period benefits are continued.
- d. if an employee is absent from work due to a work-related illness or injury (workers' compensation leave), all group insurance benefits shall be continued for a maximum

period of eighteen (18) calendar months." All employee **premium contributions** must continue to be made by the employee during the period benefits are continued.

5. The Company, as an incentive for employees to assist the Company in controlling the ever rising cost of health insurance coverage, agrees to pay to employees who are eligible for coverage under an insurance program other than that provided by the Company, the sum of two hundred **fifty** dollars (**\$250.00**) per month for employees who are eligible for a level of coverage greater than single coverage under the Company's plan; and **one hundred** dollars (**\$100.00**) per month for employees who are eligible for single level coverage under the Company's plan. ***It is expressly agreed, however, that this paragraph shall not be applied to employees who elect to receive their health insurance coverage through a state or federal exchange implemented under the PPACA described in paragraph 1(f).***

6. In the event that an employee who has elected to waive coverage under the Company's program of health insurance benefits loses coverage under his or her spouse's health insurance plan due to death, disability, divorce, or any other change in his or her family status, or in the employment status of his or her spouse, said employee shall be immediately eligible to revoke his or her prior waiver and initiate coverage under the Company's plan.

7. Should an employee be required to initiate coverage under the Company's health insurance plan under any of the circumstances described in paragraph 6 above, he or she will not be required to submit to any physical examinations or to provide other evidence of insurability before being provided such coverage; unless required to do so by Plan requirements.

8. Employees who wish to revoke their waiver of coverage for any reasons other than those set forth in paragraph 6 above, shall only be eligible to make such a change at the beginning of each new plan year. However, such employees will not be required to submit to any physical examinations or to provide other evidence of insurability before being provided such coverage.

## ARTICLE XXVIII

### PENSION PLAN

a. The parties hereto agree to participate in the IUE AFL-CIO Pension Fund in accordance with the terms and provisions of the Exhibit entitled "Memorandum of Agreement" attached hereto and made a part hereof as if fully set forth herein. See attached Exhibit 1.

## ARTICLE XXIX

### HOLIDAYS

1. It is agreed that the following holidays will be observed and paid for by the Company at the employee's regular straight time rate of pay for the week in which the holiday falls:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Easter Monday	Friday after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Day after Christmas
Floating Holiday	

2. *Each employee's selection of the floating holiday referred to in paragraph 1 above must be made on or before January 31 of the calendar year in which the holiday is to fall; as an additional day to be scheduled in accordance with Article XXX, C, 2 of this Agreement (Vacation Scheduling).*

3. In any calendar year in which one or more of the above holidays falls on Saturday or Sunday, the Saturday holiday will be observed on the Friday before the holiday; and the Sunday holiday will be observed on the Monday following the holiday.

4. Once an employee has completed ninety (90) continuous calendar days of employment, the employee must work both his or her last scheduled work day before the holiday and his or her first scheduled work day after the holiday, in order to be paid for the holiday; and both the last scheduled work day before the holiday and the first scheduled work day after the holiday must be within seven (7) calendar days of the concerned holiday, in order to qualify for holiday pay.

5. Should the Company find it necessary to shut down the plant for any reason other than fire, flood, public utility failure or any other cause beyond the control of the Company, employees who are actively working in the plant at the time of the shutdown will be paid holiday pay for the designated holidays under this Article XXIX that fall during the period the plant is shut down, provided the employee(s) are returned to work within fourteen (14) calendar days from the date the shutdown began.

a. This Paragraph 5 includes plant shutdowns for vacations as provided in Article XXX Paragraph c.1. of this agreement.

6. Continuous Operation Holidays

The holidays contained within the collective bargaining agreement shall remain the same and shall be paid as follows: Employees on the "continuous operation" shift shall be paid twelve (12) hours of straight time if the holiday falls on their scheduled shift. For purposes of holiday observance and calculations, the 7:00 a.m. and 7:00 p.m. starting times on the day of the holiday shall be considered as within the holiday. Employees working the "continuous operation" shift shall be paid eight (8) hours of straight time if the holiday falls on an unscheduled shift. Any holiday hours worked shall be paid at the rate of one and one half (1½) times the employees regular rate, plus the holiday pay, and all other provisions contained in Article XXIX, "Holidays", shall apply.

For *an* example of how holiday pay is applied to the continuous operation, See Addendum "A", paragraph 7.

## ARTICLE XXX

### VACATIONS

#### A. Designated Vacations

1. Each employee shall be entitled to annual vacation as follows:

- a. One (1) year, but less than two (2) years employment with the Company – five (5) days.
- b. Two (2) years, but less than three (3) years employment with the Company – seven (7) days.
- c. Three (3) years, but less than five (5) years employment with the Company – ten (10) days.

- d. Five (5) years, but less than seven (7) years employment with the Company – eleven (11) days.
- e. Seven (7) years, but less than eight (8) years employment with the Company – twelve (12) days.
- f. Eight (8) years, but less than nine (9) years employment with the Company – thirteen (13) days.
- g. Nine (9) years, but less than ten (10) years employment with the Company – fourteen (14) days.
- h. Ten (10) years, but less than fifteen (15) years employment with the Company – fifteen (15) days.
- i. Fifteen (15) years, but less than twenty-*three* (23) years employment with the Company – twenty (20) days.
- j. *Twenty-three (23) years, but less than twenty-five (25) years employment with the Company – twenty-one (21) days.***
- k. Twenty-five (25) or more years employment with the Company – twenty-five (25) days.

2. The number of days of vacation to which each employee shall be entitled during the term of this Agreement shall be determined by the length of his/her continuous employment with the Company computed from the date when such employment began to the same date ("Anniversary Date"). Employees who will receive less than 100% of their vacation pay due to the application of paragraph B, below, may request the Company to "buy back" some or all of their vacation entitlement at the rate established by paragraph B; or to waive some or all of their vacation days in exchange for the opportunity to work on those days. The Company may grant such requests in its sole discretion.

#### **B. Vacation Pay**

1. The Company shall pay each employee entitled to a vacation the percentage set forth in the Table below of the highest permanent base rate of pay during the pertinent calendar year in which the employee's vacation occurs for the number of days of vacation to which such employee is entitled, depending upon the number of straight time hours that he has been paid, during the Vacation Computation Period applicable to such calendar year. The Vacation Computation Period shall be January 1 through December 31.

<u>Hours Worked During Vacation Computation Period</u>	<u>Percentage of Days</u>	<u>Percentage of Pay</u>
1040	100%	100%
900	80%	80%
680	50%	50%
160	20%	20%
Less than 160	0%	0%

2. The vacation pay to which each employee is entitled, up to a maximum of five (5) days' pay, shall be paid to them on their regular scheduled pay day. Those employees entitled to more than five (5) days' pay and those employees becoming entitled to a vacation and vacation pay after the plant shutdown shall be paid their said vacation pay at the time of taking their vacations.

### C. Vacation Scheduling

1. Should management decide to shut down the plant for vacation purposes, vacations from work must be taken during the plant shutdown. Notices of the dates for the plant shutdown will be given to the Union as far in advance as practicable, but in no case later than April 1 of the vacation-taking year. Five (5) days may be scheduled during the year to effect efficient plant operations and five (5) additional days may be scheduled as a week's shutdown during July or August.

2. For those employees eligible for, or will become eligible for more than ten (10) days vacation during a vacation-taking year, those employees shall be allowed to schedule such additional vacation at a time other than during the plant shutdown. The Company, on or before January 31 of each year will request each employee eligible for more than ten (10) days vacation to specify the vacation period desired either before or after the scheduled plant shutdown. The employee(s) are required to notify the Company prior to March 1 of the same year as to their choice. Vacations under this paragraph, so far as *practicable*, will be granted at times most desired by the employee (longer service employees being given preference of choice); but the final right to allot such vacation periods and to change such allotments is reserved to the Company in order to insure the orderly and efficient operation of the plant. Vacation schedules referred to in this paragraph may be changed by mutual agreement between employees concerned and management.

### 3. Continuous Operations Vacations

Vacations shall be permitted consistent with the needs of the operation and may be taken in blocks of 6 or 12 hours. During weeks in which they are scheduled to work more than forty (40) hours, continuous operation employees may not schedule vacation days on Saturday and/or Sunday. Vacations shall be earned and calculated by hours, in accordance with Article XXX of the Agreement.

4. All vacations must be taken before December 31 of the pertinent calendar year. Vacations not taken by an employee because of some unavoidable reason shall be paid to the employee along with the last scheduled pay for the year concerned.

### D. Proration of Vacation Pay and Vacations

1. An employee who has quit or has been discharged or who enters the Armed Forces for regular and not temporary duty shall receive that proportion of the vacation pay to which he shall otherwise have been entitled during such calendar year, which the number of months of his employment during that calendar year bears to twelve (12).

2. Employees who have returned to work within ninety (90) days after duty in the Armed Forces shall be deemed to have worked continuously for the purpose of computing length of vacation. The length of each such employee's vacation shall be computed as provided in Paragraph A of this Article. Each such employee shall receive that proportion of the vacation pay to which they would otherwise have been entitled to receive for the calendar year in which the employee returns to active employment with the Company which the number of months of active employment during that calendar years bears to twelve (12).

## **ARTICLE XXXI**

### **BEREAVEMENT**

The Company will protect the employee against loss of pay during absence due to a death in the employee's immediate family in accordance with the following regulations:

1. The term "immediate family" shall include only father, mother, step-father, step-mother, husband, wife, son, daughter, step-son, step-daughter, father-in-law, mother-in-law, brother, sister, step-brother, step-

sister, grandfather, grandmother, brother-in-law, sister-in-law and grandchildren.

2. Any employees will be protected under such circumstances against loss of pay during the time lost from their regularly scheduled work hours at the employee's straight time rate subject to the following:

- a. The time to be paid for may be any three (3) days from the date of death through the day of the funeral.
- b. Compensation shall not exceed pay for three (3) times the number of hours in the regularly scheduled workday.
- c. Employees who are required to travel in order to attend a funeral covered by this Article XXXI shall be allowed to consider the day after the funeral as part of the three (3) days.
- d. Employees who are on vacation when a death occurs in their immediate family, as defined above, will be allowed to reschedule that part of their vacation that is affected by bereavement leave to a mutually agreeable subsequent date. The employee will then receive up to three (3) days of bereavement pay for the affected days, as set forth above.

3. Continuous Operation Bereavement Leave

The parties agree to apply as currently defined within the collective bargaining agreement with the following exceptions. Employees working the "continuous operation" shift shall receive twelve (12) hours of straight time wages for funeral leave on the day of the funeral and twelve (12) hours of straight time wages for two days prior to or following the day of the funeral if the employee is scheduled to work on any of those days and takes that time off for bereavement purposes.

## ARTICLE XXXII

### JURY DUTY PAY

The Company agrees to pay an employee who is called and who reports for jury duty eight (8) times the employee's regular base rate for each day of jury service.



## **ARTICLE XXXIII**

### **PAYMENT OF WAGES**

In accordance with the present practice of the Company, wages will be paid by check on every other Friday. Any change in the method of payment shall be subject to mutual agreement between the Union and the Company.

## **ARTICLE XXXIV**

### **COFFEE TIME**

Providing that the efficiency of the Company's operation is not impaired, employees will be permitted to drink coffee while working.

## **ARTICLE XXXV**

### **WASH-UP TIME**

The Company will allow all employees a wash-up time consisting of five (5) minutes before the established quitting time of each day. Where machines run continuously, i.e., Pressroom, wash-up time will be staggered among the employees working such machines.

## **ARTICLE XXXVI**

### **PAY TELEPHONE IN PLANT**

The Company has installed in the plant a pay telephone booth for the convenience of the employees to make outgoing calls during non working time. All incoming calls during the hours of 8:00 a.m. to 5:00 p.m. are to be routed through the switchboard. Incoming telephone calls for all employees shall be limited to emergency situations.

The Union agrees to reimburse the Company for any and all amounts (including tax) billed to the Company by the telephone company for any deficiency in the monthly guarantee, plus tax.

## ARTICLE XXXVII

### TOOLS

The Company will furnish all tools necessary for employees except for tool and die makers, and machinery to perform their job efficiently. Worn, broken or defective tools will be replaced on an exchange basis.

## ARTICLE XXXVIII

### AGREEMENTS AGAINST STRIKES AND LOCKOUTS

1. There shall be no strike, sympathy strike, sit down, employee demonstration or any other organized or concerted interference with or stoppage of work of any kind during the term of this Agreement and no such acts shall be, directly or indirectly, authorized or sanctioned by the Union or its representatives, officers or Stewards.

2. The Company will not lock out any employee or transfer work from any job because of a dispute which is within the proper scope of the grievance procedure herein provided, until such grievance procedure has been fully exhausted.

## ARTICLE XXXIX

### SCOPE OF AGREEMENT

1. This Agreement expresses the entire understanding between the parties with respect to the Plant Unit. Accordingly, there are no prior agreements, understandings and/or practices recognized that have not been ratified by the parties as attached hereto as Addendums or Exhibits. No modification, change, or waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom enforcement thereof is sought.

2. Any supplements which may be added to this Agreement shall supersede only the pertinent provisions of this Agreement which are amended thereby.

**ARTICLE XL**


**TERMINATION**

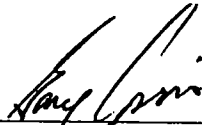
This Agreement shall commence April 1, 2013 and remain in effect until 12:01 A.M., **October 31, 2016** and shall thereafter be automatically renewed from year to year from the 1<sup>st</sup> of April up to and including the succeeding 31st of March, unless either party, at least sixty (60) days prior to any expiration date, gives written notice to the other party of the intention to modify or terminate the Agreement.

SIGNED IN AGREEMENT at Latrobe, Pennsylvania April 1, 2013.


THE IUE-CWA, THE INTER-  
NATIONAL DIVISION OF THE  
COMMUNICATION WORKERS  
OF AMERICA, (CWA),  
AFL-CIO-CLC, AND LOCAL  
UNION NO. 88643

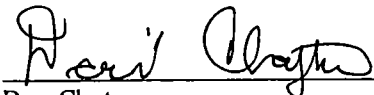
GBC MATERIALS,  
A DIVISION OF MORGAN  
**ADVANCED MATERIALS, PLC.**

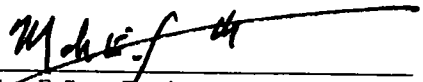
  
George Latta  
Local Union President


 5/2/13  
Gary Caprio  
General Manager

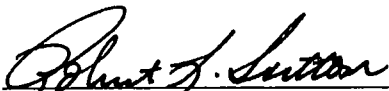
 5-2-13  
Brian Kuzemczak  
Local Union Chief Stewart

  
Eric Larson  
Business Unit Manager, Core Products

  
Dave Clayton  
Stewart

  
Mark E. Scott, Esquire  
Chief Spokesman

  
Laura Palmer  
Steward

  
Robert Sutton  
International Representative

**MEMORANDUM OF AGREEMENT  
REGARDING  
CONTINUOUS OPERATION SCHEDULES.**

GBC Materials, A Division of Morgan *Advanced Materials, PLC.* ("GBC") and the IUE-CWA, the Industrial Division of the Communication Workers of America, AFL-CIO-CLC (the "Union"), in order to eliminate any confusion which may have arisen regarding the work schedules for employees working on the continuous operation, hereby agree to the following statement of operating parameters:

1. The work schedules for the four (4) crews working on the continuous operation schedule are set forth in Addendum "A" to the currently effective collective bargaining agreement (the "Agreement").
2. The continuous operation workweek shall commence with the 7:00 a.m. shift on Sunday and shall end with the completion of the 7:00 p.m. shift on Saturday. (Article XX, paragraph B2(a) of the Agreement).
3. Because the continuous operation workweek commences on Sunday and ends on Saturday, the schedules set forth in Addendum "A" shall be modified to read as follows:

	<u>Su</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>Th</u>	<u>F</u>	<u>S</u>
<u>WEEK 1:</u> 7 a.m. – 7 p.m.	#2	#1	#1	#2	#2	#1	#1
7 p.m. – 7 a.m.	#4	#3	#3	#4	#4	#3	#3

	<u>Su</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>Th</u>	<u>F</u>	<u>S</u>
<u>WEEK 2:</u> 7 a.m. – 7 p.m.	#1	#2	#2	#1	#1	#2	#2
7 p.m. – 7 a.m.	#3	#4	#4	#3	#3	#4	#4

4. Overtime shall be paid for hours worked over twelve (12) in any one work day and over forty (40) in any one workweek. (Article XX, paragraph B2(c) of the Agreement).
5. Normally, there are eighty-four (84) hours of work scheduled for

**Addendum A**

employees working the continuous operation schedule over the course of the two (2) week rotating schedule. These eight-four (84) hours of work result in eighty-eight (88) hours of compensation (84 straight time hours and 4 premium hours).

6. Employees are compensated as follows:

- WEEK 1: Crew #1 -- 52 hours of pay (40 straight time hours and 8 overtime hours)  
Crew #2 -- 36 hours of pay (36 straight time hours)  
Crew #3 -- 52 hours of pay (40 straight time hours and 8 overtime hours)  
Crew #4 -- 36 hours of pay (36 straight time hours)
- WEEK 2: Crew #1 -- 36 hours of pay (36 straight time hours)  
Crew #2 -- 52 hours of pay (40 straight time hours and 8 overtime hours)  
Crew #3 -- 36 hours of pay (36 straight time hours)  
Crew #4 -- 52 hours of pay (40 straight time hours and 8 overtime hours)\*

\* During Week 2, Crew #4's last scheduled shift commences at 7:00 p.m. Saturday and continues into 7:00 a.m. Saturday. All twelve (12) of these hours shall be considered to be Saturday hours for the purposes of consistency in weekly compensation.

7. Examples of how holiday pay shall be paid are as follows, utilizing the Week 1 crew schedules set forth in paragraph 3, above.


A recognized holiday is observed on Monday. Crew Nos. 2 and 4 would receive a total of eight (8) hours of straight time holiday pay for the holiday which falls on a day on which they are not scheduled to work. Crews 1 and 3 would receive twelve (12) hours of straight time holiday pay for the holiday which falls on a day on which they are scheduled to work. Crew No. 1 would also receive compensation at the rate of time and one half for the twelve (12) hours of work that they performed on the holiday. Crew No. 4 would also receive

compensation at the rate of time and one half for the eight (8) hours of work (11:00 p.m. – 7:00 a.m.) that they performed on the holiday. Crew #3 would also receive compensation at the rate of time and one half for the four (4) hours of work (7:00 p.m. – 11:00 p.m.) that they performed on the holiday. Crew No. 2 would receive no additional compensation for the holiday.

8. This statement of operating parameters merely reflects the understandings that were reached by the parties during the negotiations which culminated in the currently effective labor Agreement; and does not constitute a change or modification to the proper contractual method of scheduling and/or compensation provided to employees working on the continuous operation schedule.
9. This Memorandum of Agreement shall remain in effect through and including the termination date of the Agreement.

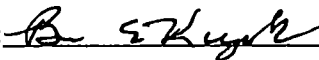
FOR THE COMPANY

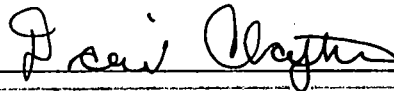
By: 



Date: 5-2-13

FOR THE UNION

By: 



Date: 5-2-13

# **SUBSTANCE ABUSE POLICY**

**GBC MATERIALS, A DIVISION OF  
MORGAN *ADVANCED MATERIALS, PLC.*  
580 Monastery Drive  
Latrobe, PA 15650  
April 2013**

**Addendum B**

## REHABILITATION

### Philosophy

Consistent with our philosophy that our employees are our most valuable resource, the Company is willing to recognize and provide assistance to those employees whose use of alcohol or controlled substances may be the result of alcoholism or chemical dependency, by referring them to an appropriate rehabilitation program. Accordingly, the Company encourages all employees who may have a problem with substance abuse or alcoholism to seek professional assistance in resolving the problem. When an employee comes forward and seeks professional assistance prior to a positive test result, there will be no retaliation of any kind towards that employee.

## CONFIDENTIALITY

The Company respects the confidentiality and privacy rights of all of its employees. Accordingly, the results of any tests administered under this policy, or the identities of any employees participating in a rehabilitation program, will not be revealed to anyone without the express written consent of the employee, except where otherwise privileged in the administration of the program itself, or unless the Company is required to do so by operation of law.

## WHEN IS SCREENING REQUIRED?

Drug and alcohol screening is required both prior to employment and under certain circumstances after being employed. The screenings that ~~prospective and current employees are required to participate in~~ are described below.

### Post Offer/Pre-Employment Drug and Alcohol Screen

Due to our concern for safety, the Company requires all individuals that it intends to hire to be "drug and alcohol free". Therefore, applicants will be required to submit to a drug and alcohol screen to detect the presence of alcohol, marijuana, or other controlled substances, regardless of whether the individual has previously been tested for drugs or alcohol. This test will be



administered after the offer of employment has been made but before the applicant actually becomes employed. These individuals will be provided with notice of the test. Testing procedures which minimize any concerns about the possibility of "false positive" test results will be used.

Applicants will be notified of the Company's substance abuse philosophy and the mandatory urine screen at the time they are made an offer of potential employment. Each applicant will receive a Notice of Drug/Alcohol Screen at the time he or she is made the offer of potential employment. Following a job offer, but prior to beginning work, the applicant will be scheduled for a mandatory urine screen and will be notified of the screen at least 24 hours in advance. The potential employee will be provided with a copy of the Specimen Collection Procedure to review prior to the screening.

Each applicant required to undergo a urine screen will also be required to sign an appropriate Consent and Release form. If a potential employee refuses to undergo the test, refuses to sign the consent form, or tests positive on the test, the applicant will not be considered further for employment with the Company and cannot begin employment. Any applicant will be advised of his/her drug and alcohol screen results if a request is made within 60 days of being notified of the disposition of the employment application.

#### **A. Taking the Test**

All job applicants requested to undergo a urine screen will be required to promptly comply with the request. Applicants should exercise good faith when undergoing any such examination and cooperate so that proper test procedures are followed, both by the applicant and by any individual involved with the administration of any such physical or test. This will assure that the final results of the test are accurate. Failure or refusal to observe these good faith requirements will result in the presumption that the test results would have been positive and indicated a presence of drugs or alcohol. As a result, the job applicant will not be considered further for employment with the Company.

#### **B. Invalid Samples**

In the event a urine sample is determined to be invalid or unreliable by the clinic, due to circumstances unrelated to the conduct of the prospective employee, the applicant will be immediately notified of the circumstances

requiring a new test and will be requested to immediately undergo a new test.

If a urine sample is determined to be invalid or unreliable due to circumstances related to the conduct of the applicant, a presumption will arise that the employee was incapable of passing the test and that the test results would have indicated a positive presence of alcohol, marijuana, or other controlled substances, making the applicant ineligible for employment with the Company. Additionally, if an employee submits two (2) consecutive samples that are too dilute to permit accurate analysis, a presumption will arise that the employee was incapable of passing the test and that the test results would have indicated a positive presence of alcohol, marijuana, or other controlled substances, making the applicant ineligible for employment with the Company.

### **Post-Accident, Post-Injury Drug and Alcohol Screens**

The Company also will require its employees to submit to a drug/alcohol screen whenever employees are involved in serious accidents; and whenever an employee sustains an injury requiring more than first-aid treatment. In the case of an accident or injury, the employee will be immediately required to report to an appropriate facility to provide a urine or blood sample as soon as practical thereafter and, in any case, immediately upon return to the Company office. Failure or refusal to submit a urine and/or blood sample under the above-described circumstances will result in a presumption that the employee was possessing, using or under the influence of alcohol, marijuana, or any other controlled substance while on duty, in direct violation of Company policy and will result in immediate discharge.

#### **A. Procedures and Expectations**

Employees who have been requested to undergo a urine and/or blood drug screen are expected to promptly comply with the request and to exercise honesty, good faith and cooperation in the performance of the required procedures. Failure to do so may subject the employee to discipline, up to and including immediate discharge, independent of any discipline which may otherwise be imposed on the basis of test results. Employees who have been requested to undergo a urine and/or blood screen under the circumstances of Post-Accident or Post-Injury reasonable cause will be escorted by a Company supervisor or agent to the appropriate health

care facility.

After an appropriate urine and/or blood sample is provided, the Company agent will escort the employee back to the Company premises. The employee will not be permitted to operate equipment or machinery. The employee will wait in a designated area while the Company makes arrangements for the transportation of the employee to his home. The Company will first attempt to contact the employee's spouse, a member of his family or a friend to pick the employee up so that he will not be required to operate a vehicle. In the event no spouse, family member or friend is available, the Company will make arrangements for transportation of the employee to his home, at the employee's expense. If these alternatives are rejected by the employee, the Company will take such measures as it deems appropriate to discourage the employee from operating a vehicle, including contacting appropriate law enforcement officials.

### **Reasonable Cause Drug and Alcohol Screens**

An employee will be tested when there is reasonable cause to believe that he/she is using a prohibited drug or alcohol based upon accepted physical, behavioral, or performance indicators of probable drug and/or alcohol use. Examples of this are evidence of repeated errors on the job, regulatory or Company rule violations, or unsatisfactory time and attendance patterns. These indicators may or may not be coupled with a specific contemporaneous event that indicates probable drug or alcohol use.

In order to test an employee on the basis of reasonable cause, one of the suspected employee's supervisors, who must be trained in the detection of possible symptoms of drug and alcohol use, must make the decision to test for prohibited drug or alcohol use, after consultation with a second Company supervisor to concur on testing the employee. This consultation may be a phone conversation between the supervisors to discuss the employee's behavior. Company personnel with supervisory responsibilities over employees covered by this Policy will receive training designed to assist them in recognizing the possible physical and behavioral symptoms of drug and alcohol use. See attached Supervisory Check List.

If an employee refused to undergo the test, refuses to sign the consent form, tests positive on the test, or if the urine sample is determined to be invalid or unreliable by the clinic, a presumption will arise and the employee was incapable of passing the test and that the results would have

indicated a positive presence of drugs or alcohol. Employees who fail the drug and alcohol test are subject to immediate discharge.

## **WHAT IF I AM TAKING PRESCRIPTION AND NON-PRESCRIPTION MEDICATION?**

Before any test is given, the employee or prospective employee shall note, on a form furnished by the clinic, the use of any prescription and non-prescription medications. The laboratory procedures will report the significant presence of all prescription and non-prescription medications.

If an individual is taking a prescription or non-prescription medication in the prescribed manner and has noted such use, he or she will not be disciplined except as set forth below. Medications prescribed for an individual other than the applicant or employee taking the medication will be considered to be illegally used and will subject the employee to appropriate discipline and/or disqualify that applicant from further consideration for employment.

### **Medical Suspensions**

Use of medications which affect performance of duties will be handled on a case-by-case basis. Once employed, individuals are required to report the use of medication that may impair the employee's ability to perform his/her duties; and any employee taking such medication may be suspended without pay until the Company is provided with a copy of the prescription, the name of the physician prescribing the medication, and a statement from the employee's physician describing the effects of the medication and indicating that the medication will not affect the employee's ability to safely operate a motor vehicle or otherwise perform the duties of his or her position without creating a risk of harm to himself or others. Employees notifying the Company of the medication and taking it in a prescribed manner will not be subject to discipline. However, the Company may still layoff, suspend, reassign, discipline, or terminate any employee whose medication use has impaired or may impair his or her ability to safely and efficiently perform the duties of his or her employment.

## **WHAT IF THE TEST RESULTS ARE POSITIVE?**

Consistent with Company policy, the Company strictly prohibits its employees from being on duty while possessing, using, or being under the influence of alcohol, marijuana, or any controlled substance. Employees engaging in such conduct will be subject to discipline, up to and including immediate discharge. Any discipline administered under the Substance Abuse Policy will not preclude the Company from otherwise disciplining or discharging an employee, in a manner consistent with its existing policies and work rules, for any other conduct related to the implementation, use and compliance with the policies, procedures, and requirements contained therein (e.g., dishonesty, insubordination, horseplay, etc.).

### **Positive Test Results in Post Offer/Pre-Acceptance Screens**

As mentioned previously, the purpose of the Company's Substance Abuse Policy is to create a safer work environment. Consistent with this philosophy, the Company believes that the first step toward resolving the problem is to prevent problems from arising as early as possible. Therefore, if the results of any drug/alcohol screen administered to a prospective employee indicate a positive finding, as determined by the Medical Review Officer, for the presence of alcohol, marijuana, or other controlled substances, the individual will not be considered further for employment with the Company and the applicant will be notified of the same.

### **Positive Test Results in Post-Accident, Post-Injury Screens**

If the results of a Post-Accident or Post-Injury screen are positive for the presence of alcohol, marijuana, or a controlled substance at the time of a post-accident, post-injury screening, the employee will be discharged immediately, unless the employee is offered and agrees to an opportunity to sign a "Last Chance Agreement".

## **WHAT PROCEDURES ARE FOLLOWED BY THE LABORATORY?**

The procedures and methods used for both applicants and employees are described in the following sections.

## **Chain of Custody Procedures**

Prior to the time specimens are drawn, the applicant or employee will be given a copy of specimen collection procedures. All specimens must be collected in the appropriate container(s) and immediately sealed, labeled and initialed by the applicant or employee without the container leaving that individual's sight. This will ensure that the specimens tested by the laboratory are those of the applicant or employee from whom the sample was drawn. The applicant or employee has an obligation to identify each specimen and initial the same.

The Company recognizes that the key to chain of custody integrity is the immediate labeling and initialing of the specimen in the presence of the tested applicant or employee. This ensures that the samples tested are those of the applicant or employee from whom they were obtained. If each specimen container is received at the laboratory in an undamaged condition with properly sealed, labeled, and initialed specimens, as certified by that laboratory, the Company will take appropriate action based upon the results of the lab testing performed on those specimens.

Laboratory and/or hospital personnel will be responsible for completing appropriate chain of custody documentation and ensuring that proper procedures are followed to protect the integrity of the samples and the reliability of the test results.

## **Laboratory Requirements and Methodology**

The laboratory tests which are used are generally accepted by the National Institute of Drug Abuse as being accurate and reliable tests available for detecting and qualifying the presence of alcohol, marijuana, or controlled substance in a person's system. Since our policies prohibit the use of any drugs except prescription and non-prescription medicines as described below, as well as the consumption of alcohol while on duty, a urine sample will be utilized initially. However, any and all initial "positive" findings will be confirmed by a second test, thus avoiding the possibility of any "false positive" test results.

Any and all laboratories used by the Company to perform drug/alcohol testing will be required to perform all of the necessary testing procedures and shall be certified by the National Institute of Drug Abuse (NIDA). This will further ensure the quality and integrity of this program.

## **WHO INTERPRETS THE LABORATORY'S FINDINGS?**

We have retained a Medical Review Officer (MRO). He is a licensed physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of alcohol and other drugs. He has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's positive test results together with his or her medical history and other relevant biomedical information.

After the lab has tested the specimen, direct those results to the Medical Review Officer. The MRO will review and interpret positive test results. It is important to remember that a positive test result does not automatically identify an employee or applicant as an illegal drug user. The MRO must assess and determine whether alternative medical explanations could account for the positive test results.

The following is a list of the MRO's specific responsibilities as required by our Mandatory Guidelines.

- a. Receive confirmed positive results from laboratory.
- b. Request, if needed, a quantitative description of test results.
- c. Receive a certified copy of the original chain of custody.
- d. Review and interpret positive test results.
- e. Inform the tested individual and provide test results.
- f. Conduct a medical interview with the tested individual.
- g. Review the individual's medical history, or any other relevant biomedical factors.
- h. Give the individual an opportunity to discuss test results, but not necessarily face to face.
- i. Order a reanalysis of the original sample in a certified laboratory, if necessary.
- j. Consult with others if question of accuracy arises.
- k. Consult with laboratory officials.
- l. Refuse receipt of urinalysis results that do not comply with the mandatory guidelines.
- m. Refuse to declare as positive an opiate-positive urine without clinical evidence.
- n. Determine whether a result is scientifically insufficient.
- o. Determine whether a result is consistent with legal drug use.
- p. Forward results of verified positive tests to management officials empowered to recommend or take administrative action.

## GBC MATERIALS

### SUPERVISORY CHECK LIST FOR REASONABLE SUSPICION

1. Are you feeling ill? \_\_\_\_\_ If yes, do you need medical care? \_\_\_\_\_  
\_\_\_\_\_
2. Are you under a doctor's care? \_\_\_\_\_ If yes, what are you being treated for? \_\_\_\_\_  
\_\_\_\_\_
3. Are you taking any medication? \_\_\_\_\_ If yes, what medication? \_\_\_\_\_  
\_\_\_\_\_ Who prescribed it? \_\_\_\_\_ When did you take your last dosage? \_\_\_\_\_  
Do you have your prescription in your possession? \_\_\_\_\_ Do you have any additional medication in your possession? \_\_\_\_\_ If yes, what? \_\_\_\_\_  
(Record all information regarding prescriptions: take sample, if permitted by employee)
4. Are you using any type of drug? \_\_\_\_\_ If yes, what? \_\_\_\_\_  
\_\_\_\_\_ When? \_\_\_\_\_  
\_\_\_\_\_ How much? \_\_\_\_\_
5. Did you drink alcohol or an alcoholic beverage within the last twenty-four hours? \_\_\_\_\_ If yes, what did you drink? \_\_\_\_\_  
\_\_\_\_\_ How much? \_\_\_\_\_ When did you start? \_\_\_\_\_  
\_\_\_\_\_ When did you stop? \_\_\_\_\_

### OBSERVATION CHECKLIST

Directions: Please check all observable behaviors.

1. Walking    \_\_\_ Stumbling    \_\_\_ Staggering    \_\_\_ Falling    \_\_\_ Unable to  
              \_\_\_ Swaying    \_\_\_ Unsteady    \_\_\_ Holding on
2. Standing    \_\_\_ Swaying    \_\_\_ Rigid    \_\_\_ Unable to stand  
              \_\_\_ Staggering    \_\_\_ Feet wide apart    \_\_\_ Sagging at knees



3. Speech    \_\_\_ Shouting    \_\_\_ Silent    \_\_\_ Whispering    \_\_\_ Slow  
               \_\_\_ Rambling    \_\_\_ Mute    \_\_\_ Slurred  
               \_\_\_ Slobbering    \_\_\_ Incoherent
4. Demeanor    \_\_\_ Cooperative    \_\_\_ Polite    \_\_\_ Calm    \_\_\_ Sleepy  
                   \_\_\_ Crying    \_\_\_ Silent    \_\_\_ Talkative    \_\_\_ Excited  
                   \_\_\_ Sarcastic    \_\_\_ Fighting
5. Actions    \_\_\_ Resisting Communications    \_\_\_ Calm    \_\_\_ Drowsy  
               \_\_\_ Fighting    \_\_\_ Threatening    \_\_\_ Hostile  
               \_\_\_ Erratic
6. Eyes    \_\_\_ Bloodshot    \_\_\_ Watery    \_\_\_ Dilated    \_\_\_ Glassy  
               \_\_\_ Droopy    \_\_\_ Closed
7. Face    \_\_\_ Flushed    \_\_\_ Pale    \_\_\_ Sweaty
8. Appearance/  
 Clothing    \_\_\_ Unruly    \_\_\_ Messy    \_\_\_ Dirty  
               \_\_\_ Partially Dressed    \_\_\_ Bodily excrement stains  
               \_\_\_ Clothing stains    \_\_\_ Neat    \_\_\_ Having odor
9. Breath    \_\_\_ Alcoholic Odor    \_\_\_ Faint alcoholic smell  
               \_\_\_ No alcoholic smell
10. Movements    \_\_\_ Fumbling    \_\_\_ Jerky    \_\_\_ Slow    \_\_\_ Normal  
                   \_\_\_ Nervous    \_\_\_ Hyperactive
11. Eating/  
 Chewing    \_\_\_ Gum    \_\_\_ Candy    \_\_\_ Mints    \_\_\_ Other  
               Identify if possible \_\_\_\_\_

Other observations: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## BASIC ON-SITE COORDINATION EXAMINATION

1. Balance    \_\_\_ Fair    \_\_\_ Falling    \_\_\_ Swaying    \_\_\_ Staggering  
              \_\_\_ Sagging knees (eyes closed – one foot – head back,  
              etc.)
  
2. Walking    \_\_\_ Fair    \_\_\_ Swaying    \_\_\_ Stumbling    \_\_\_ Falling  
   & Turning        \_\_\_ Arms extended for balance  
                      \_\_\_ Sure footed            \_\_\_ Reaching for support
  
3. Finger to nose  
   Right    \_\_\_ Sure            \_\_\_ Uncertain  
   Left     \_\_\_ Sure            \_\_\_ Uncertain
  
4. Speech     \_\_\_ Fair    \_\_\_ Slurred    \_\_\_ Incoherent    \_\_\_ Confused  
              \_\_\_ Silent                \_\_\_ Whispering
  
5. Awareness            \_\_\_ Fair    \_\_\_ Confused    \_\_\_ Bewildered  
                  \_\_\_ Sleepy    \_\_\_ Alert

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**DATE OF EVALUATION**

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**SUPERVISORY SIGNATURE**

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## ***IUE-CWA PENSION FUND***

### **REQUIRED CONTRACT LANGUAGE for BARGAINING UNIT EMPLOYEES**

The attached **“Participation Agreement”** between the company and the union is prescribed by the Trustees as a condition of participation in the IUE-CWA Pension Fund. No changes or modifications may be made without the written consent of the Board of Trustees.

The Trustees reserve the right to reject or suspend an employer as a Participating Employer of the IUE-CWA Pension Fund if the agreement between the company and the union providing for contributions to the Pension Fund does not conform exactly to the prescribed **“Participation Agreement.”**

The **“Participation Agreement”** is to be executed by the employer and the union and attached to the **Collective Bargaining Agreement** as an Exhibit. The **“Participation Agreement”**, worded as follows:

**“Article XXVIII.** The parties hereto agree to participate in the IUE-CWA Pension Fund in accordance with the terms and provisions of the Exhibit entitled **“Participation Agreement”** attached hereof as if fully set forth herein.”

A new **“Participation Agreement”** must be executed each time a new collective bargaining agreement is negotiated.

**NOTE:** A different type of **“Participation Agreement”** is required to cover employees outside the Bargaining unit. If employees outside of the Bargaining Unit are also to be covered, the company and the union must sign the separate **Participation Agreement** provided for non-bargaining employees.

# PARTICIPATION AGREEMENT

## PENSION PLAN

Agreement made and entered into this *1st* day of *April*, 2013 by and between **Morgan Advanced Materials, PLC**. ER# 2400 (hereinafter referred to as the "Employer") and **Local No. 88643, IUE-CWA** affiliated with the Communication Workers of America AFL-CIO, CLC (hereinafter referred to as the "Union" and subject to the ratification of the Collective Bargaining Agreement by the Union's Membership).

### Section 1.

A. By an Agreement and Declaration of Trust made as of the 30<sup>th</sup> day of April, 1958, between the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers, AFL-CIO and various employers who are or may become parties thereto, a Trust Fund designated as the "IUE-CWA Pension Fund" (hereinafter referred to as the "Pension Fund") was established.

B. To provide retirement benefits from contributions to said Pension Fund, the Trustees established the IUE-CWA Pension Plan (hereinafter referred to as the "Pension Plan").

C. Such Pension Fund and Pension Plan is now in full force and effect and is in full and complete compliance with the Labor Management Relations Act of 1947, as amended; the Employee Retirement Income Security Act of 1974, as amended, and regulations promulgated thereunder; and qualified as an exempt trust pursuant to the applicable provisions of the United States Internal Revenue Code.

### Section 2.

A. The Employer agrees to pay to the Pension Fund on behalf of each employee covered by this Agreement, for each hour for which said employee receives pay, to maintain participation in the Pension Fund:

- (I) effective April 1, 2013 the sum of **\$1.45** cents
- (II) effective April 1, 2014 the sum of **\$1.54** cents
- (III) effective April 1, 2015 the sum of **\$1.63** cents

B. The Employer agrees to pay to the pension Fund on behalf of

each employee covered by this Agreement, for each hour for which said employee receives pay, in addition to the required amount(s) in Section 2, Part "A" above which will increase the Monthly Benefit Rate for each applicable period of Continuous Credited Service at rate of \$0.40 pr each \$0.1 of hourly contribution above the required minimum contribution:

- (I) effective *N/A* the sum of *N/A* cents
- (II) effective *N/A* the sum of *N/A* cents
- (III) effective *N/A* the sum of *N/A* cents

C. Pay is hereby defined to include all hours of work, including hours for which wages are paid regardless of whether actual work is performed or not, including but not Limited to holidays, vacations, paid sick leave and the like. The payments shall be made monthly and shall be due on or before the 10<sup>th</sup> day of the month following the calendar month in which the employee receives said hourly pay: however, with respect to newly hired employees, the Employer shall commence payment of the contributions to the Pension Fund at the conclusion of said employee's probationary period, as defined in the collective bargaining agreement, -or 60 calendar days from said employee's date of hire, whichever is earlier, provided that the initial contribution is retroactive to said employee's date of hire. The Employer shall complete and file remittance reports prescribed by the Pension Fund and shall furnish the Union with a copy of each remittance report submitted to the Pension Fund.

D. It is understood that the aforesaid payments shall not be increased because of overtime pay differentials elsewhere provided in the collective bargaining agreement.

E. The payments shall be used by the Pension Fund to provide benefits for eligible employees in accordance with the Pension Plan as amended by the Trustees from time to time. The Board of Trustees may require a mandatory increase to the rate of contribution so that an Employer may remain a Contributing Employer to the Pension Fund and may further exclude such required contribution rate increases from benefit rate calculations under the Pension Plan. For purposes of determining benefits, each increase in the Monthly Benefit Rate attributable to contribution increases in excess of the mandatory minimum rate of benefit accrual, determined by the Trustees, shall apply only to Continuous Credited Service accumulated after the effective date of each such contribution increase. In the event the Board of Trustees reduces the rate of benefit accrual for

participants attributable to contributions provided herein, the reduced rate of benefit accrual shall only apply to service after the date on which the Board of Trustees have determined that a reduction in benefit accrual is applicable to the Employees covered by this Agreement.

F. The Employer agrees to become a party to said Agreement and Declaration of Trust establishing the said Pension Fund and agrees to be bound by all terms and provisions of said Agreement and Declaration of Trust and designates as its representative such Trustees as are named in said Agreement and Declaration of Trust as Employer Trustees, together with their successors selected in a manner provided in said Agreement. A copy of said Agreement and Declaration of Trust is to be annexed to the collective bargaining agreement upon execution thereof.

G. The Employer, on behalf of itself, and the Union, on behalf of the employees on whose behalf contributions are made to the Pension Fund, including Participants as defined in the Plan and their beneficiaries, hereby agree that the arbitration provisions contained in the Pension Plan shall be final and binding.

H. It is understood and agreed that the Pension Plan referred to herein shall at all times qualify for approval by the Internal Revenue Bureau of the U.S. Treasury Department so as to allow the Employer an income tax deduction for the contributions paid herein.

I. For the purpose of this Participation Agreement, all employees coming under the work classifications covered by this Agreement shall be considered covered by the collective bargaining agreement as of their first day of employment with the Employer, regardless of such trial or other waiting periods as may apply to other sections of the bargaining agreement.

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### **Section 3.**

The parties agree that, except as provided by the Employee Retirement Income Security Act of 1974, as amended, and such other laws that may be enacted from time to time, and except as may be otherwise provided herein, the Employer's obligation to the Pension Fund shall be fulfilled at the time the Employer makes the contributions to said Pension Fund in the amount and in the manner provided herein and provided further that upon making said contributions as aforesaid the Employer shall be relieved and

discharged from any further obligations to said Pension Fund. Notwithstanding the foregoing, the Pension Fund shall have the right to collect all costs, including but not limited to costs associated with litigation incurred in collecting delinquent Employer contributions. Such costs include, but are not limited to auditors' fees, interest, liquidated damages, costs, and attorneys' fees.

Notwithstanding any other agreement between the Employer and the Union, the Employer agrees that its obligations to the Pension Fund and the Pension Plan during the term of the agreement are set forth in this separate Participation Agreement and in the event of any conflict between this Participation Agreement and any other agreement between the Employer and the Union the terms of this Participation Agreements shall be controlling.

This Agreement shall remain in full force and effect up to and including Midnight March 31, 2016.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first written above.

FOR THE EMPLOYER:

FOR THE UNION:

**MORGAN ADVANCED  
MATERIALS, PLC.**

**LOCAL NO. 88643, IUE-CWA**

By [Signature] 5/2/13

By [Signature] 5-2-13

By [Signature] 5-2-13

By [Signature]

By [Signature]

By \_\_\_\_\_

## MEMORANDUM OF AGREEMENT

GBC Materials, a Division of Morgan *Advanced Materials, PLC*. ("GBC" or the "Company") and The IUE-CWA, The Industrial Division of the Communication Workers of America (C.W.A.) AFL-CIO-CLC (the "Union") hereby agree as follows concerning the terms and conditions of employment to be applied during the initial start-up period of any new manufacturing operation that is established by GBC at the Company's Latrobe, Pennsylvania plant.

1. The terms and conditions of employment set forth in the collective bargaining agreement between GBC and the Union effective April 1, 2013 (the "Agreement") shall be applied to any new manufacturing operation established by the Company at its Latrobe Pennsylvania plant, except as expressly provided below.
2. During the initial start-up period of any such new manufacturing operation, which shall be defined as the eighteen (18) consecutive month period immediately following the date that the first employee is hired and starts to work at any new manufacturing operation, the following modifications to the Agreement shall be applied:
  - A. Management shall describe and classify any new job classifications to be utilized at the new manufacturing operation in consultation with the Union.
  - B. Once described and classified, such jobs will be posted for bidding purposes, in accordance with Article XIV of the Agreement. Management reserves the right, however, to limit the number of successful bidders going to the new manufacturing operation from any one (1) department, in order to preserve the orderly and efficient operation of the current production facility. Any otherwise successful bidder who is prevented from going to the new manufacturing operation due to management exercising its prerogative under this



paragraph shall retain seniority rights to move to the new manufacturing operation; and shall be so moved to the new operation before any other employee with less plant continuous service is awarded seniority rights to any position in the new operation. Should there be any remaining vacancies, said vacancies will be filled by new hires.

C. Once employees are employed within the new manufacturing operation (whether by bidding or by hire), all of the provisions of the Agreement regarding seniority, job bidding, temporary transfers, etc. shall be suspended for the duration of the start-up period; it being the intent of the parties to grant to GBC complete and unfettered flexibility to cross train employees, move employees among the various job classifications, to accelerate the learning and development process, and to achieve the greatest possible level of operational efficiencies during the start-up period as defined above.


3. At the expiration of the start-up period, as defined above, this Memorandum of Agreement shall become null and void, unless otherwise extended by the mutual agreement of the parties.

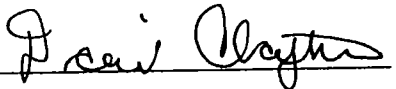
FOR THE COMPANY

FOR THE UNION

By:  \_\_\_\_\_

By:  \_\_\_\_\_

 \_\_\_\_\_

 \_\_\_\_\_

Date: 5-2-12

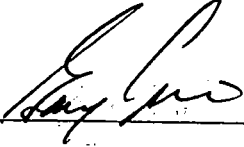
Date: 5-2-13

## MEMORANDUM OF AGREEMENT

GBC Materials, a Division of Morgan *Advanced Materials, PLC*. ("GBC" or the "Company") and The IUE-CWA, The Industrial Division of the Communication Workers of America (C.W.A.) AFL-CIO-CLC (the "Union") hereby agree as follows concerning the utilization of Maintenance employees:

1. The current incumbents of the Labor Grades 12 and 14 maintenance positions shall be provided with a pager for the purpose of summoning the employee to work during non scheduled work hours to perform emergency repair services.
2. These maintenance employees shall be scheduled by the Company to share equally in being "on-call" and therefore subject to being paged and summoned to report to work as set forth in paragraph 1, above.
3. These employees shall be free to modify their own "on-call" availability by mutual agreement among themselves, provided that there is always a qualified maintenance employee "on-call". To this end, the Company shall be informed at least one (1) week in advance as to which employee shall be "on-call" for any given period. Should daily adjustments in on-call status be arranged by the maintenance employees, the Company shall be informed of the change as soon as the change is arranged.
4. The current incumbents of the Labor Grades 12 and 14 maintenance position shall receive the sum of seventy-five dollars (\$75.00) per month in consideration of this memorandum.
5. This Memorandum of Agreement shall be limited to a maximum of three (3) maintenance employees.

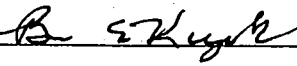
FOR THE COMPANY

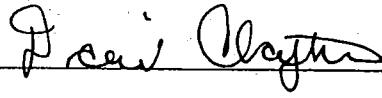
By: 



Date: 5-2-13

FOR THE UNION

By: 



Date: 5-2-13

# MEMORANDUM OF AGREEMENT

*GBC Materials, a Division of Morgan Advanced Materials, PLC. ("GBC" or the "Company") and The IUE-CWA, The Industrial Division of the Communication Workers of America (C.W.A.) AFL-CIO-CLC (the "Union") do hereby agree as follows concerning the provision of prescription safety glasses under Article XIX, paragraph 2 of the currently effective labor Agreement (the "Agreement"):*

- 1. The Company will reimburse employees for the purchase of protective eye wear, as set forth below, provided that the Company has identified that employee as being required to use safety glasses, and provided further that all of the following terms and conditions are met.*
- 2. The Company will pay a maximum \$95.00 reimbursement over a period of two (2) years, absent compelling individual and specific reasons. Any exceptions to be determined at the sole discretion of Management.*
- 4. Under no circumstances will the Company reimburse an employee for any protective eye wear that is lost, or is otherwise destroyed due to abuse, neglect or willful destruction on the part of the employee.*

FOR THE COMPANY

FOR THE UNION

By: 

By: 

Date: 5-2-13

Date: 5-2-13

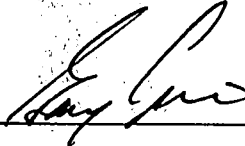
Exhibit 4


# MEMORANDUM OF AGREEMENT

GBC Materials, a Division of Morgan *Advanced Materials, PLC*. ("GBC" or the "Company") and The IUE-CWA, The Industrial Division of the Communication Workers of America (C.W.A.) AFL-CIO-CLC (the "Union") hereby agree as follows concerning the application of Article XXI (Overtime) and Article VI (Subcontracting) to the Tool & Die Shop operations:

1. Provided there is sufficient work available and with the exception of emergency situations as determined by management, each Tool and Die Maker shall be able to schedule his or her own overtime in accordance with the following:
  - a) Self-scheduled overtime must be worked Monday through Saturday.
  - b) The total hours worked in any workday shall not exceed twelve (12).
  - c) There shall be a maximum of sixteen (16) hours of self-scheduled overtime per work week.
  - d) Employees must work their entire scheduled shift if they self-schedule any overtime on that date.
  
2. Provided the conditions set forth in paragraph 1 above are in effect, the Company shall be free to subcontract work normally performed in the tool and die shop at its sole discretion and without regard to any restrictions set forth in Article VI of the Agreement. Notwithstanding the foregoing, the Company agrees to notify the Union of all work that is subcontracted in order to allow the Union to offer comments or suggestions concerning that work.

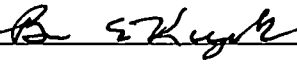
FOR THE COMPANY

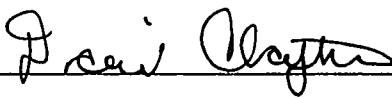
By: 



Date: 5-2-17

FOR THE UNION

By: 



Date: 5-2-13

# MEMORANDUM OF AGREEMENT

GBC Materials, a Division of Morgan *Advanced Materials, PLC.* ("GBC" or the "Company") and The IUE-CWA, The Industrial Division of the Communication Workers of America (C.W.A.) AFL-CIO-CLC (the "Union") hereby agree as follows concerning the light duty work assignments.


The Union recognizes the Company's right to assign employees who have been absent from work due to a work related disability to a light duty work assignment. Said light duty work assignments shall be to either a Plant Utility II, Job Class 1 position, or to a Plant Utility II, unclassified position, as determined by management. These light duty work assignments shall not be subject to job bidding, bumping rights, or other seniority applications by other employees. Employees working on the unclassified light duty work assignment under this section shall be paid \$9.40 per hour, plus any across the board negotiated wage increases.

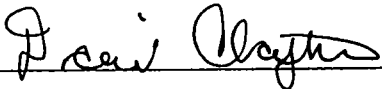
FOR THE COMPANY

FOR THE UNION

By:  \_\_\_\_\_

By:  \_\_\_\_\_

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Date: 5-2-13

Date: 5-2-13

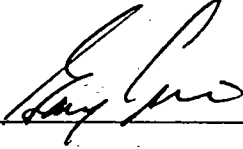
## MEMORANDUM OF AGREEMENT

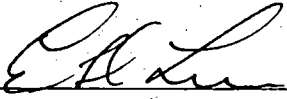
GBC Materials, a Division of Morgan *Advanced Materials, PLC*. ("GBC" or the "Company") and The IUE-CWA, The Industrial Division of the Communication Workers of America (C.W.A.) AFL-CIO-CLC (the "Union") do hereby agree as follows:

1. GBC and the Union agree that this Memorandum of Agreement shall be without prejudice or precedent to any other past, current or future issue. This Memorandum shall only apply to the current incumbent Ceramic Department Group Leader, and/or the current incumbent of the Press Set Up I position.
2. GBC and the Union recognize that on critical parts or new set-ups, there is a need to re-sample these parts for dimensions, porosity, flatness, parallelism, etc. after the end of the designated employee's shift. This aids in expediting the start-up of these parts throughout the week.
3. The designated employee's compensation for performing the work described in paragraph 2, above will be in accordance with the following:
  - a) The designated employee must be returning to the plant after having completed his regular scheduled shift.
  - b) The designated employee will receive a minimum of two (2) hours pay for this work. Additionally, the designated employee will not be required to stay any longer than the amount of time required to start-up production and/or remake new sample(s).
  - c) The designated employee must have prior approval from Production Supervisor, Manufacturing Supervisor or Manufacturing Manager prior to performing this work.




FOR THE COMPANY

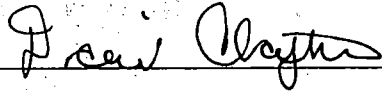
By: 



Date: 5-2-13

FOR THE UNION

By: 



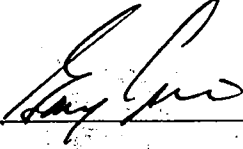
Date: 5-2-13


## MEMORANDUM OF AGREEMENT

GBC Materials, a Division of Morgan *Advanced Materials, PLC*. ("GBC" or the "Company") and the IUE-CWA, the Industrial Division of Communication Workers of America (C.W.A.) AFL-CIO-CLC (the "Union") hereby agree as follows concerning the ignition of the periodic kiln.

1. GBC and the Union agree that this Memorandum of Agreement shall be without prejudice or precedent to any past, current or future issues. This agreement shall apply only to the ignition of the periodic kiln.
2. GBC and the Union recognize that the periodic kiln needs to be operated at specified cycles; and that as such, this kiln needs to be ignited separately and at different times of the day, Monday through Sunday. Any employee who is assigned to perform this function at a time other than his regular scheduled work shift shall be compensated in accordance with the following:
  - a) Employees who must return to work after having completed their regularly scheduled shift shall receive a minimum of two (2) hours pay for igniting the kiln and changing any kiln car(s). Additionally, such employees shall not be required to stay at the plant any longer than the amount of time that is required to ignite the kiln and to change the kiln car(s).
  - b) Employees who are assigned to perform this function on an overtime basis, by either reporting to work early, immediately prior to the start of their scheduled shift, or by staying over after completion of their scheduled shift shall be compensated at the rate of one and one-half times their regular hourly pay rate for all hours worked in excess of eight (8) in that work day.
  - c) Employee must have approval from the Production Supervisor, Manufacturing Supervisor or Manufacturing Manager prior to performing this function.

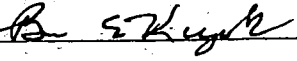
FOR THE COMPANY

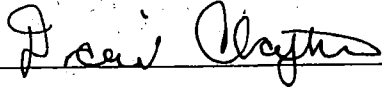
By: 



Date: 5-2-13

FOR THE UNION

By: 



Date: 5-2-13

## MEMORANDUM OF AGREEMENT

GBC Materials, a Division of Morgan *Advanced Materials, PLC*. ("GBC" or the "Company") and The IUE-CWA, The Industrial Division of the Communication Workers of America (C.W.A.) AFL-CIO-CLC (the "Union") do hereby agree as follows concerning the final and binding resolution of Grievance No. 41906A.

Maintenance personnel, who are called into the plant to perform emergency repairs, as determined by management, shall be paid for a minimum of four (4) hours of work under Article XXIV (Call in Pay) of the Agreement. The specific terms and conditions of this reporting and payment are as follows:

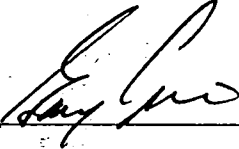
- 1) Employees will not be required to remain at work any longer than the emergency repair work requires. However, it is expressly recognized that employees who complete one emergency repair may be required to remain at work to complete a second emergency repair as determined by management.
- 2) Employees who leave the plant after making an emergency repair and who are thereafter required to make a second reporting to the plant to effect a second emergency repair within the same four (4) hour call-in period shall not receive any extra pay beyond the initial four (4) hours; provided that the second emergency repair is on the same piece of equipment; and, that repairs made to the rollers on any kiln shall be considered to be the same piece of equipment.


The four (4) hour call-in period shall commence as of the time that the employee punches in to commence his initial reporting and shall end exactly two hundred forty (240) minutes thereafter. Employees who receive a call from management within the four (4) hour call-in period will be considered to be within the four (4) hour call-in period, irrespective of when they actually punch back into work.


- 3) A second reporting outside of the initial four (4) hour call-in period; or to effect an emergency repair on a different piece of equipment as defined in paragraph 2 above, shall be considered to be a second reporting which qualifies for another four (4) hours of compensation.
- 4) Regardless of whether the work is considered to be within the first or second call-in period, maintenance employees will be compensated for all hours actually worked in excess of the four (4) guaranteed call-in hours.

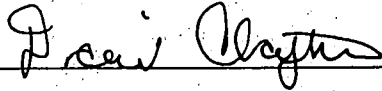
FOR THE COMPANY

FOR THE UNION

By: 

By: 





Date: 5-2-17

Date: 5-2-13

# MEMORANDUM OF AGREEMENT

## Extrusion Department

*GBC Materials, a Division of Morgan Advanced Materials, PLC ("GBC" or the "Company") and the IUE-CWA, The Industrial Division of the Communication Workers of America (CWA) AFL-CIO-CLC (the "Union"), hereby agree as follows concerning the application of Articles XIII (Seniority), XIV (Job Bidding in Plant Unit) and XV (Temporary Vacancies and Temporary Transfers in Plant Unit) of the Agreement to the newly established operational seniority unit to be known as the Extrusion Department.*

- 1. The Extrusion Department shall consist of the following job titles and wage classifications:*

<i>Extrusion Section Leader</i>	<i>(Labor Grade 10)</i>
↑      ↓	
<i>Extrusion Operator</i>	<i>(Labor Grade 8)</i>
↑      ↓	
<i>Extrusion Set-Up</i>	<i>(Labor Grade 7)</i>
↑      ↓	
<i>Final Inspector Extrusion</i>	<i>(Labor Grade 6)</i>
↑      ↓	
<i>Extrusion Cutting Operator</i>	<i>(Labor Grade 5)</i>

- 2. For the purpose of administering Articles XIII, XIV and XV of the Agreement; the Extrusion Department shall be considered to be its own separate and distinct seniority unit. Accordingly, all promotions, reductions in force and recalls from lay-off shall be administered first within the Extrusion Department. Employees shall have no right to "bump" into the Extrusion Department in the event of a reduction in force; or to be recalled from lay-off to a position in the Extrusion Department, unless all incumbents of the Extrusion Department have already been recalled to work. Within the Extrusion Department itself, department continuous service rather than plant continuous service shall be applied. An employee's*

*department continuous service shall commence as of the first date of being awarded a bid on any of the job titles set forth in paragraph 1 above. Those employees who are already incumbents of any of the job titles set forth in paragraph 1 above, as of the effective date of this Memorandum of Agreement, shall have their plant continuous service date established as their Department continuous service date.*

- 3. A "line of progression and retrogression" shall be established for the Extrusion Department. That line of progression shall operate such that vacancies that are declared by management on any job classification shall be filled by the most qualified bidder, as determined by management, who is an incumbent of the job classification immediately below the job classification of the declared vacancy, as set forth in paragraph 1, above. That sequence shall be followed in order until a successful bidder is identified. Should there be no successful bidders identified as set forth above, the vacancy shall be filled by plant-wide bidding, in accordance with the provisions of Article XIV of the Agreement.*
- 4. In applying the language set forth above, should the qualifications of two or more eligible bidders be relatively equal, the greatest length of plant continuous service shall be the determining factor.*
- 5. Reductions in force and recalls from lay-off shall also be conducted within the Extrusion Department as a separate seniority unit. In effecting a reduction in force in the Extrusion Department, should the ability of two (2) or more employees on any job classification be relatively equal, as determined by management, the employee(s) with the least length of plant continuous service shall be reduced first. Incumbents of any of the positions in the Extrusion Department shall be recalled to and toward their incumbent positions in the order of their relative length of Extrusion Department continuous service. (EXAMPLE: Incumbents of Extrusion Section Leader shall be recalled first, then incumbents of the position of Extrusion Operator, then*


*incumbents of the position of Extrusion Set-Up, then incumbents of the position of Extrusion Cutting Operator.) Should the ability of two (2) or more employees who are incumbents of the same job classification be relatively equal, as determined by management, the employee(s) with the greatest length of plant continuous service shall be recalled first to and toward their incumbent position.*

6. *To effectuate the change to a Department Line of Progression and Retrogression, the Company shall provide basic training to any current incumbent of the Extrusion Department for any lower job classification(s) that they are not currently qualified to perform, within 3 months of the signing of this Agreement. Basic training shall consist of no more than two (2) weeks per job classification. As directed by supervision, it shall be the responsibility of the Extrusion Section Leader to "sign off" that said training has been successfully completed in accordance with the Department training sheet.*

*New bidders to any position in the Extrusion Department will receive basic training as outlined above on all job classifications below their bid job classification prior to assuming their bid position.*

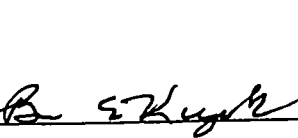
FOR THE COMPANY

By:  \_\_\_\_\_

 \_\_\_\_\_

Date: 5-2-17

FOR THE UNION

By:  \_\_\_\_\_

 \_\_\_\_\_

Date: 5-2-13



# MEMORANDUM OF AGREEMENT

## Press Department

*GBC Materials, a Division of Morgan Advanced Materials, PLC ("GBC" or the "Company") and the IUE-CWA, The Industrial Division of the Communication Workers of America (CWA) AFL-CIO-CLC (the "Union"), hereby agree as follows concerning the application of Articles XIII (Seniority), XIV (Job Bidding in Plant Unit) and XV (Temporary Vacancies and Temporary Transfers in Plant Unit) of the Agreement to the newly established operational seniority unit to be known as the Press Department.*

1. *The Press Department shall consist of the following job titles and wage classifications:*

<i>Press Set-Up Section Leader</i>	<i>(Labor Grade 10)</i>
↑   ↓	
<i>Press Set-Up</i>	<i>(Labor Grade 7)</i>
↑   ↓	
<i>Press Adjustor</i>	<i>(Labor Grade 5)</i>

2. *For the purpose of administering Articles XIII, XIV and XV of the Agreement; the Press Department shall be considered to be its own separate and distinct seniority unit. Accordingly, all promotions, reductions in force and recalls from lay-off shall be administered first within the Press Department. Employees shall have no right to "bump" into the Press Department in the event of a reduction in force; or to be recalled from lay-off to a position in the Press Department, unless all incumbents of the Press Department have already been recalled to work. Within the Press Department itself, department continuous service rather than plant continuous service shall be applied. An employee's department continuous service shall commence as of the first date of being awarded a bid on any of the job titles set forth in paragraph 1, above. Those employees who are already incumbents of any of the job titles set forth in paragraph 1 above, as of the effective*

*date of this Memorandum of Agreement, shall have their plant continuous service date established as their department continuous service date.*

- 3. A "line of progression and retrogression" shall be established for the Press Department. That line of progression shall operate such that vacancies that are declared by management on any job classification(s) shall be filled by the most qualified bidder, as determined by management, who is an incumbent of the job classification immediately below the job classification of the declared vacancy, as set forth in paragraph 1, above. That sequence shall be followed in order until a successful bidder is identified. Should there be no successful bidders identified as set forth above, the vacancy shall be filled by plant-wide bidding, in accordance with the provisions of Article XIV of the Agreement.*
- 4. In applying the language set forth above, should the qualifications of two or more eligible bidders be relatively equal, relative length of plant continuous service shall be the determining factor.*
- 5. Reductions in force and recalls from lay-off shall also be conducted within the Press Department as a separate seniority unit. In effecting a reduction in force in the Press Department, should the ability of two (2) or more employees on any job classification be relatively equal, as determined by management, the employee(s) with the least length of plant continuous service shall be reduced first. Incumbents of any of the positions in the Press Department shall be recalled to and toward their incumbent positions in the order of their relative length of Press Department continuous service. (EXAMPLE: Incumbents of Press Set-Up Lead shall be recalled first, then incumbents of the position of Press Set-Up, then incumbents of the position of Press Adjustor.) Should the ability of two (2) or more employees who are incumbents of the same job classification be relatively equal, as determined by management, the employee(s) with the*

**greatest length of plant continuous service shall be recalled first to and toward their incumbent position.**

- 6. To effectuate the change to a Department Line of Progression and Retrogression, the Company shall provide basic training to any current incumbent of the Press Department for any lower job classification(s) that they are not currently qualified to perform, within 3 months of the signing of this Agreement. Basic training shall consist of no more than two (2) weeks per job classification. As directed by supervision, it shall be the responsibility of the Press Set-Up Section Leader to "sign off" that said training has been successfully completed in accordance with the Department training sheet.**

**New bidders to any position in the Press Department will receive basic training as outlined above on all job classifications below their bid job classification prior to assuming their bid position.**

**FOR THE COMPANY**

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: 5-2-13

**FOR THE UNION**

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: 5-2-13