

K#9454



AGREEMENT

BETWEEN

**VALUE ADDED PROCESSING
East Pittsburgh, PA**

And

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL
AND SERVICE WORKERS INTERNATIONAL UNION**

On Behalf Of

LOCAL UNION 5852-24

JANUARY 1, 2014 Thru DECEMBER 31, 2016

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AGREEMENT

This Agreement made and entered into this January 1, 2014, by and between Value Added Processing, Inc. at its facility located at 760 Braddock Avenue in East Pittsburgh, PA or its successors, (hereinafter referred to as "Company"), and the United Steel, Paper, and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International, on behalf of its Local Union 5852, (hereinafter referred to as the "Union"), except as otherwise expressed provided herein, the provisions of this Agreement shall be effective December 31, 2016. The provisions of this Agreement shall be effective in accordance and consistent with applicable provisions of Local, State and Federal law.

ARTICLE 1 - UNION RECOGNITION

The Company recognizes the Union as the sole and exclusive collective bargaining agent in matters pertaining to rates of pay, hours of employment, and other conditions of employment for all production and maintenance employees at the Company's facility located at 760 Braddock Avenue in East Pittsburgh, Pennsylvania but excluding all other professional employees, managerial employees, sales men, office clerical employees, guards and supervisors as defined in the National Labor Relations Act.

Wherever the term "employee(s)" is used in this Agreement, it shall, except where otherwise specified, mean those employees within the bargaining unit described in this Article 1.01.

ARTICLE 2

WORK BY EMPLOYEES NOT INCLUDED IN THE BARGAINING

Non-bargaining unit employees of the Company shall not perform work which is normally assigned to bargaining units except in the following cases:

- () for the purpose of instructing and training employees;
- () in emergencies when the required work might result in interference with operations, bodily injury, or loss or damage to material or equipment;
- () experimental work;
- () work, which under the circumstances then existing, it would be unreasonable to assign to a bargaining unit employee
- () once Bargaining Unit overtime procedure has been exhausted

It is the intention of the Company to use its own bargaining unit employees within the plant for the type of work normally performed within the plant.

ARTICLE 3 - NO DISCRIMINATION

The Company shall not discriminate against any employee, as defined by current applicable law.

ARTICLE 4 - UNION MEMBERSHIP

It shall be a condition of employment that all employees, covered by this Agreement, who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement, acquire and maintain membership in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment acquire and maintain in good standing in the Union.

Nothing in this Article 4 shall be construed so as to require the Company to discriminate against any employee to his employment for non-maintenance of membership in the Union if the Company has reasonable grounds for believing that such membership was denied or terminated for reasons other than the failure of the employee to tender periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union. No employee shall be deemed to have lost membership in the Union in good standing until such time as the International Secretary/Treasurer of the Union shall have determined that the membership of such employee in the Union is not in good standing and shall have give the Company a notice in writing of that fact.

The Union shall indemnify the Company and save the Company harmless from any and all claims, awards, judgments or any other forms of liability, including court costs and attorneys' fees, which may be made by an Employee or Employees against the Company for purpose of complying with any of the terms of this Article 4.

ARTICLE 5 - UNION DUES CHECK-OFF

During the life of this Agreement, the Company shall deduct Union initiation fees, bi-weekly membership dues and assessments each designed by the International Secretary/Treasurer, in accordance with the Constitution and By-Laws of the Union, from the pay of each employee who executes or has executed an individually signed voluntary check-off authorization card. The form and content of said authorization card is to be agreed to by the Company and the Union. The International/Treasurer of the Union shall notify the Company in writing of the amount to be deducted from the wages of the employees in conformity with the provision of this Article 5.01, and of any changes thereto.

At the time of employment, the Union will suggest that each new employee voluntarily execute an authorization for the check-off of said deductions specified in Article 5.01 on the form agreed upon. A copy of such authorization card shall be forwarded to the Financial Secretary of the Local Union along with the membership application of such employee. Initial and new check-off authorization cards will be submitted to the Company through the Financial Secretary of the Local Union at intervals no more frequent than twice each month. On or before the 10th or 20th day of each month the Union shall submit to the Company a summary list of such cards transmitted since the last previous list was furnished to the Company.

Deductions on the basis of authorization cards submitted to the Company shall commence with respect to bi-weekly membership dues for the bi-weekly period in which the Company received such authorization card or in which such card becomes effective, whichever is later. Membership dues for a given bi-weekly period shall be deducted as directed by the International Union. In case of earnings insufficient to cover deduction of membership dues, a double deduction shall be made from the first pay closed and calculated in the following bi-weekly period in which there are sufficient earnings, provided, however, that the accumulation of membership dues shall be limited to two (2) months.

Unless the Company is otherwise notified, the only deductions for payment to the Union from the pay of the employee who has furnished an authorization shall be the bi-weekly Union membership dues. The Company will deduct initiation fees when notified by the Union by notation on the list referred to in Article 5.02 and assessments as designated by the International Secretary/Treasurer. The Company will remit to the International Secretary/Treasurer of the Union all monies deducted on a bi-weekly basis and will provide a bi-weekly list containing the names of employees whose deductions have been made and the amount and reason for such deductions. The International Secretary/Treasurer of the Union shall also be notified of the reason for non-transmission of Union membership dues for any Employee in which deductions have not been made and who has signed an authorization card.

The Union shall indemnify and save the Company harmless from any and all liability, claim, responsibility, demand, damage, or suit, including court and attorneys' fees, which may rise 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 5 or in reliance on any list, notice or authorization furnished under any of such provisions.

The Company will provide check-off for PAC.

ARTICLE 6 - UNION REPRESENTATION

The Company will recognize and the Union will designate a Unit President, Unit Secretary, and Unit Griever, (all of which shall be members of the Union Grievance Committee, or if applicable officers of the Local union), for the purpose of administering the Agreement. An employee to be a representative of the Union must be in the active employment of the Company (periods of temporary layoff and temporary disability excluded). If the active employment of any Union representative shall cease, such person shall cease to be a representative. The Union shall notify the Company forthwith, in writing, of the names of the present committee and any changes that may be made from

time to time. The Company shall recognize a designated alternate when a committee person is absent.

A duly authorized representative of the International Union shall be admitted to the Company's plant facilities during regular working hours provided they do not interrupt production operations. The representative will obtain prior approval from a representative of the Company. Permission shall not be unreasonably denied.

The Company shall provide space on its bulletin board for the use of the Union for posting notices pertaining to Union business. All notices to be posted must be approved, prior to posting, by the Human Resource Department and must bear the signature of an authorized Union representative. Notices pertaining to Union meetings and functions shall not require prior approval before posting.

ARTICLE 7 - FUNCTIONS OF MANAGEMENT

Nothing in this agreement shall limit the company in the exercise of its functions of management under which it shall have, among other, but not necessarily limited to, the right to hire new employees and to direct the working forces; to promote, demote, suspend, discipline, discharge for just cause, transfer or layoff employees because of a lack of work or for other legitimate reasons; the scheduling of the work to be performed and the means, methods, processes, materials and schedules of production; and the right to determine which new jobs shall be created and the rates of pay applicable thereto. The foregoing will not be used for the purpose of discriminating against any employee covered by this agreement. Management's rights set forth above are limited only by the specific provisions of this agreement which the parties have expressly stated. The Company in the exercise of its rights, shall observe the provisions of the agreement.

CROSS-TRAINING

At the discretion of VAP management and with respect to Article 7.01, all workers may be required to cross-train for different positions within the production crew in order to facilitate expedient production performance.

ARTICLE 8 - GRIEVANCE PROCEDURE

Should differences arise between the Company and the Union as to the meaning and application of this Agreement; or should differences arise about matters not specifically mentioned in this Agreement, but connected therewith; or should any local dispute of any kind arise, there shall be no strikes, suspension of work or slowdown by the employees on account of such differences, nor shall there be any lockout by the Company; but an earnest effort shall be made to settle such differences promptly by the following methods of procedure: (note: for the purpose of this Article 8, "working days" shall not include Saturday, Sunday and observed Holidays).

- (a) First Step: Within five (5) workdays of the occurrence of the facts which give rise to the grievance or when the employee should have become aware of the facts upon which his grievance is based, the aggrieved employee will meet with the Plant Manager or his designated representative in an effort to resolve the problem.

A Union representative may accompany the aggrieved employee. The Plant Manager or his designated representative will give his answer as soon as practicable but within five (5) workdays after the first step meeting.

- (b) Second Step: If not resolved in the First step, the grievance will be reduced to writing and must be submitted by the Union to the Plant Manager, or his designated representative, within five (5) workdays from receipt of the Company's first step response. A meeting will then be arranged between the appropriate Plant Manager, or his designated representative, the aggrieved employee and the Union representative or his representative will give the

Company's answer in writing within five (5) workdays following the second step meeting.

- (c) Third Step: If not resolved in the Second Step, the Union will request a meeting of the representative of the International Union, Company, aggrieved employee and Local Union within five (5) workdays from receipt of the Company's Second Step response. This meeting shall be held within ten (10) workdays of receipt of the Union's request for the Third Step meeting. The Company will respond in writing within five (5) workdays after the meeting.
- (d) Fourth Step: In the event the grievance is not resolved, the Union must so indicate to the Company in writing within thirty (30) working days of receipt of the Company's Third Step answer. At this point, the matter shall, at the discretion of either party, be referred to an impartial arbitrator to be selected by mutual agreement between the parties hereto. The decision of the arbitrator shall be final and binding. The expenses and fees incident to the services of the arbitrator shall be paid jointly by the Company and the Union. The arbitrator, when offered the grievance, will be informed that the Company and the Union require a decision within sixty (60) days after the close of the hearing. In the event the Company and the Union are unable to mutually agree upon a arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. The Company shall strike three (3) and the Union shall strike three (3); the remaining member shall then be designated as the impartial arbitrator.

1.9: Any extension of the limits set forth above shall be permitted only by mutual agreement of the parties hereto and must be noted upon the grievance form. If the Company fails to respond within the time limits outlined, the Union may proceed to the next step of the grievance procedure without regards to the time limit set forth above. If the Union or the grievant does not proceed to the next step of the grievance procedure within the time limits set forth above, the grievance shall be considered settled in the previous step.

(a) The parties specifically agree that the grievance and arbitration provision of this Agreement is the exclusive method of resolving any and all differences between the parties, and that the Company as well as the Union shall have a right to process any and all grievances that it has through the grievance and arbitration provisions of this Agreement.

(a) The arbitrator shall be limited to the interpretation and application of the terms of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon both parties.

(a) It is recognized that the maintenance of discipline is a function of the Company. Disciplinary action shall be for proper cause only and may include discharge:

In all cases in which the Company may conclude that an employee's conduct may warrant suspension or discharge, he shall be suspended initially for not more than five (5) consecutive days. During such five (5) consecutive days immediately following the commencement date of his suspension, the affected employee may request and shall be granted a hearing and a statement of the offense before his Plant Manager, or his designated representative, with or without a member of the Union Grievance Committee present, as the employee may choose. At such hearing, the facts concerning the case shall be made available to those attending such hearing. After such hearing, or if no such hearing is requested, the Company may conclude whether the suspension shall be affirmed, modified, extended, revoked or converted into a discharge. In the event the suspension is affirmed, modified, extended, or converted into a discharge, the employee may, within five (5) calendar days after notice of such action, file a grievance. Such grievance shall be filed and discussed instep 2 of the grievance procedure as provided in Article 8.02.

An employee who is summoned to meet in an office with a supervisor other than his own immediately supervisor for the purpose of discussing possible disciplinary action (other than provided in Article 8.02) shall be entitled to be accompanied by a member of the Union Grievance Committee, if he requests such presentation, provided such representation is then available, and provided further that, if such representative is not then available, the employee's required attendance at such meeting shall be deferred to provide opportunity for him to secure the attendance of such representative.

ARTICLE 9 - SENIORITY

9.01 Seniority is defined as the length of an employee's continuous service with the Company calculated from the date of first employment or, if later, the date of reemployment following a break in continuous service and it shall apply on a plant-wide basis in accordance with the terms of this Agreement. AS of the effective date of this Agreement, the company will recognize for all purposes of this Agreement the seniority dates for the employees as set forth on the list attached hereto as Schedule A.

- (a) A current seniority list shall be maintained by the Company indicating the seniority standing of each employee and it shall be available for inspection by the Union and/or any employee. A copy of the list will be provided to the Union each twelve (12) months. Following the execution of this Agreement, the Company shall post a list of the seniority of all employees. During the ten (10) working days following the posting of such list, any employee may raise as a complaint in Step 1 of Article 8.02 the contention that his listed seniority is incorrect. The listed seniority of any employee who does not raise a timely complaint will be deemed correct; provide, however, if it is later determined to be in error, it will be corrected but without any retroactive affect.
- (b) A probationary employee shall not be entitled to any seniority rights until he has worked ninety (90) days after his last date of hire. During this probationary period, the Company may, in its sole discretion, terminate such probationary employee without prejudice and with no obligation to re-employ him. No claim

or grievance shall be made by the Union or the employee with respect to such action taken by the Company unless such termination violated Article 3 hereof, in which a complaint may be processed. If such employee shall be continued in the employ of the Company after the expiration of the probationary period, his length of continuous service shall be computed from his date of last hire. Should more than one (2) employee be hired on the same day, the last four (4) digits of the employee's Social Security number shall determine the seniority standing of each said employee, with the highest number being the most senior,

(c) Effective May 1, 2001, if an employee returns to the Bargaining Unit due to earlier transferring to a job outside of the Bargaining Unit, that person shall be credited with the seniority he had at the time of such transfer outside of the Bargaining Unit, plus six (6) months accumulated during his period of service outside the Bargaining Unit.

This Article 9.01(c) shall also apply to an employee who subsequent to May 1, 2001 transfers from the Bargaining Unit to a Non-Bargaining Unit job and subsequently returns to the Bargaining Unit.

Any such person who returns to the bargaining unit shall be returned to the job classification had held prior to being transferred outside the bargaining unit, provided said job is still available, is able to perform the required work and he has sufficient seniority. If said job is not available or if he does not have sufficient

seniority to replace a junior employee in that job classification, he shall be permitted replacement privilege in accordance with Article 11.01.

Seniority shall be lost for any of the following reasons:

- (k) Quit
- (l) Discharge for proper cause.
- (m) Exceeding the time authorized for a leave of absence.
- (n) Using a leave of absence for any purpose other than expressly granted, and exceeding prior of leave granted;
- (o) Failure to return to work within five (5) calendar days after being recalled from layoff, unless an extension is granted; recall shall be by certified mail - return receipt to the employee's last address as listed on the employee's personnel file;

- (p) Absence without following the proper report-off procedure for two (2) consecutive working days, unless proof is furnished by the employee that he has been unable to report such absence;
- (q) Layoff for a period exceeding fifteen (15) months or the length of his seniority, whichever is the shorter;
- (r) Absence because of non-occupational sickness or accident for a period exceeding eighteen (18) months or the length of his seniority, whichever is the shorter;
- (s) Absence due to a compensable disability incurred during the course of employment which continues for more than thirty (30) days after final. Payment of statutory compensation for such disability or after the end of the period used in calculating a lump-sum payment;
- (t) Any other termination of employment.

There shall be no deduction for any time lost which does not constitute break in continuous service except as otherwise provided in this Agreement.

ARTICLE 10 PROMOTIONS

When permanent vacancies in existing jobs or newly created jobs occur, which are covered by this Agreement, the vacancies will be filled in accordance with the following procedures:

- (k) The Company shall post a vacancy notice for a period of seven calendar days. Said notice shall include title of job, the rate of the job, the shift, a brief description of the job duties, and a statement of job requirements.
 - (l) All active employees shall be eligible to apply and shall be given consideration only if they sign and complete the bid application form during the posting period. Employees absent for any reason, except lay-offs, shall be permitted to bid by filing a written notice to the Plant Manager that they be considered for a specific job(s) in advance of any such posting and shall be considered in the event that job(s) is posted while they are so absent.

(ni) The Company shall select the senior bidder if qualified. If such determination is to have been made inequitably the matter may become subject of a complaint or grievance in accordance with procedure set forth in Article 8.02 with respect to Article 7.01.

If there are no bidders, or if among the bidders there is still a need to fill the vacancy, the Company will then consider employees in lay-off status in accordance with Article 11.03. If there are no such employees the Company may hire new employees or fill the job from any other source.

An employee awarded a position in accordance with Article 10.01 will have a qualifying period not to exceed 30 working days on the job. If he fails to complete his qualifying period, gives up the position within ten (10) working days or is adjudged not qualified at any time during his qualification period, he will be returned to his former job and shift which shall have been filled on a temporary basis during his qualifying period.

An employee awarded a position in accordance with Article 10.1 to a higher rated job classification shall be paid, commencing with the date of transfer or thirty (30) days after the award of the position, whichever is earlier, at the rate of the job class assigned to the awarded position. Should an employee be awarded a position to a lower rated job classification, he shall be paid commencing with the date of transfer at the rate of the job class assigned to the awarded position. Should an employee be awarded a position to a lateral rated job classification, he shall continue to be paid at his existing job class rate.

(o) The Company shall post a temporary vacancy notice to fill temporary vacancies of four (4) weeks or more duration using the same procedure as permanent vacancies. If known, the length of the vacancy will also be stated. Temporary vacancies of less than four (4) weeks duration shall be filled by asking employee(s) in order of their seniority and ability to do the work required. If there is still a need to fill the vacancy the employee(s) with the least seniority and ability to do the work required will be assigned.

ARTICLE 11 - LAYOFF AND RECALL

Seniority shall be the determining factor in layoffs and recalls provided the retained employee(s) has the ability to do the work.

(a) In the event of a reduction in force within a particular job classification, the

following procedure will apply: Probationary employee(s), as specified in Article 9.01 (b), will be terminated. If further reductions are required, promoted employee(s) who have not completed their qualifying period, as specified in Article 10.03, will be returned to their former job classification. If further reductions are required, the least senior employee(s) will then be displaced from the job classification,

(a) Any employee so displaced shall replace, if he has a sufficient seniority, and ability to do the required work, the junior employee within a higher, equal or lower rated job classification. If said employee does not satisfactorily perform the work of the job classification to which he has exercised replacement privileges, as specified in article 11.01(b), within a qualifying period not to exceed thirty (30) working days, he may replace, if he has sufficient seniority, the junior employee in the packager job classification. (packager is to be considered a bump-able job by plant seniority, unless the Company makes significant upgrades to the equipment..

(a) An employee who cannot or does not replace another employee, as specified in Article 11.01(b), will be laid off.

Employees shall be recalled from layoff in the reverse seniority order in which they were laid off, providing they retain seniority and have the ability to do the assigned work.

When Company decides that the workforce is to be reduced, a Union representative(s) who would otherwise be laid off, shall be retained at work for such hours per week as may be scheduled. In the event he cannot retain a job by exercising his seniority, and ability to do the assigned work, as provided in Article 11.01, he will be assigned the job employing the employee with the least continuous service. The intent of this Article

work because of his substantiated sickness or because of death in his immediate family, (as defined in Article 21), or because of similar good cause; and

(c) works as scheduled or assigned on such holiday unless he failed to report or

perform such work because of his substantiated sickness or because of death in his immediate family, (as defined in Article 21), or because of similar good cause.

The parties will review the procedure in (b) & (c) above, no later than August 1, 2002 and may modify the procedure to assure that holiday pay is not being abused.

Notwithstanding the above in this 14.02, an employee who is regularly scheduled to work a twelve (12) hour shift on the holiday(s) and because of the celebration of the holiday(s), does not work on that day(s), the employee will receive twelve (12) hours pay for each day(s) in accordance with Schedule B.

If a recognized holiday, as provided in Article 14.01, is observed within an eligible employee's scheduled vacation, he shall be paid for the unworked holiday in addition to his vacation pay without regard to Article 14.2(b) (c).

ARTICLE 15 - VACATIONS

For the purpose of this Article 15, the following definitions are used:

(b) Vacation year: the period between January 1 and December 31 of the same year:

(b) Vacation week: Forty (40) hours,

(b) Daily: Calendar day

(b) Standard hourly Wage Scale Rate: The standard hourly wage scale in Schedule

B.

Employees who have worked at Value Added Processing since 2005 will be grandfathered at their present vacation hours. All other vacations will be capped at 80 hours vacation after 5 years.

ARTICLE 15.01

Vacations

New Employee:

Employees shall be entitled to vacations with pay each calendar year they are actively at work on a permanent basis in accordance with the following schedule:

Years of Continuous Service	Vacation Allowance
Hired after 12-31-10	
Less than one year	.32 hours for every 8 hour days worked in a regular work week. These hours worked shall not include overtime Hours.
1 but less than 5 years	40 hours
Over 5 years	80 hours

Section 2.

Years of continuous service of an employee shall be computed on the anniversary date of his or her permanent employment. After the first year of continuous service, vacation may be scheduled in anticipation of the anniversary date of employment. Immediately after January 1 of each calendar year, the Plant Operations Manager shall request the employees to signify the vacation period desired during the calendar year. Where practical, vacations will be granted for the requested period, with longer service employees being given preference as to choice.

Each eligible employee entitled to a vacation will be paid for each day or week of vacation the appropriate number of hours times his standard hourly wage.

An employee, even though otherwise eligible under this Article 15, shall not receive any vacation benefits under this Article 15 if he quits, retires, or is terminated prior to January 1 of the vacation year, or if such employee dies prior to January 1 of the vacation year; except if an employee retires on December 31 of the reference year, he shall receive vacation pay without regard to said January 1. An employee who establishes vacation eligibility but is laid off during the vacation year before taking his vacation shall not be entitled to vacation pay. In the event of death of an employee during a vacation year in

which he has established vacation eligibility and before taking his vacation, his vacation pay shall be paid to his estate in accordance with the statutes of the State of Pennsylvania.

All vacation must be earned and completed within the vacation year. The Company may, with the consent of the employee, pay him eligible vacation pay in lieu of time off for vacation for fifty percent (50%) of his vacation entitlement or a maximum of two (2) weeks whichever is greater.

The Company shall, before January 15th, of each vacation year, post notification of each employees amount of vacation entitlement. Vacations will, so far as practicable, be granted at times most desired by employees (longer service employees being given preference as to choice); but the final right to allot vacation periods and to change such allotments is exclusively reserved to the Company in order to insure the orderly operation of the plants; except, however vacation periods granted shall not be changed with less than sixty (60) days advance notice. An employee who is scheduled off during a shutdown period shall have the option to take vacation during a shutdown period or to be laid off during a shutdown period or to be laid off during the shutdown and to take vacation another time.

Vacation time may be taken in split days provided notification is given at least two (2) weeks prior to taking the vacation and is pre-approved by the Plant Manager or his designated representative.

Shutdown Week(s) The Company may, at its so discretion, determine whether or not to schedule a shutdown for the plant or any department thereof, upon thirty (30) days notice in writing of its decision. Employees will not be forced to take vacation(s) during shutdown period(s).

The following procedure will be used when employee(s) are needed to work during a shutdown.

(1) Incumbents to the maintenance positions will be scheduled to work.

- (a) All hours worked on a holiday (the regular starting time of an employee nearest to 12.01 a.m. of said holiday to the same time the next calendar day) as provided in Article 14.01. If an employee works on said holiday, but works less than eight (8) hours, he shall be entitled to the number of hours worked by him on the holiday that are less than eight (8) in accordance with Article 14.02. The provisions of this Article 12.07 shall not apply if an employee has not completed his probationary period of employment. Hours worked shall be counted as time worked for the purposes of calculating overtime under Article 12.05(a) and 12.06(a).
- (b) Employees who work as scheduled on one of the holidays set forth in Section 14.01 shall receive time and one-half (1 - Vz) for all hours worked plus the holiday pay. An employee who is scheduled to work on a holiday shall not be entitled to receive holiday pay if he fails to report for and perform work as scheduled on that day, unless he has failed to do so because of substantiated sickness or because of death in his immediate family (as defined in Article 21) or because of similar good cause, as defined in Article 14.02.

Hours not worked on a holiday, but paid in accordance with Article 14.02, and hours not worked by paid vacation pay, in accordance with Article 15 shall be counted as hours worked for the purpose of calculating overtime under Article 12.05(a) and 12.06(a).

Overtime Language

Overtime will be mandatory and on a rotating basis. Consistent with the efficiency of operation, overtime will be distributed as follows:

- (p) It is specifically recognized that the employee performing the overtime work during the regular working hours may be assigned that work during the overtime period for the first four (4) hours. Should he refuse, the work will be offered to the most senior qualified employee on that shift. If no one accepts the overtime, the most junior qualified employee will be required to perform the overtime work. The second four (4) hours will be offered to the senior incumbent on the subsequent shift(s). Should he refuse, the work will be assigned to the most

ARTICLE 14 - HOLIDAYS

The following days shall be recognized as holidays during the term of this Agreement: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, the Day before Christmas Day, and Christmas Day. The recognized holiday shall be the twenty-four (24) hour period beginning at the turn-changing hour nearest to 12.01 a.m. of said holiday. If the recognized holiday falls on a Saturday the preceding Friday will be designated as the paid holiday. If the recognized holiday falls on a Sunday,, the holiday shall be observed the following Monday.

Eligible employees shall be provided two (2) floating days to be used as paid holidays throughout the calendar year, after completing 1,032 hours of work. These two (2) floating days need to be approved by the Plant Manager, except when floating days are used for sick days. Employees shall be permitted to use the two (2) floating days as sick days excluding the last scheduled workday prior to and the first scheduled workday following the Holiday, and the day of the Holiday if scheduled.

An eligible employee on the active payroll at the time of the recognized holiday who has completed his probationary period of employment and who does not work on such recognized holiday shall be paid eight (8) hours of pay at his standard hourly wage scale rate.

Holiday pay shall be adjusted by an amount per hour to reflect any general wage change in effect at the time of such holiday. An eligible employee is one who:

- (a) performs work or is on vacation in the payroll period in which the holiday occurs; or if he is laid off for such payroll period, performs work or is on vacation in both the payroll period preceding and the payroll period following the payroll period in which the holiday occurs; and
- (b) works as scheduled or assigned both on his last scheduled workday prior to and on his first scheduled workday following the holiday unless he has failed to so

11.03 is to retain in active employment Union representatives for the purpose of continuity in the administration of this Agreement in the interest of the employees so long as the work force is at work.

11.04. If it is recognized that during normal operations a partial curtailment of work can occur due to manufacturing irregularities, breakdown of machinery or equipment, temporary adjustment of operating schedules, power failure and the employee affected by shift may be temporarily laid off without regard to seniority until said conditions are corrected by not to exceed a period of three (3) calendar weeks. If known in advance that the curtailment of work will exceed three (3) weeks, this paragraph will not apply.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

12.01. The provisions of this Article 12 are intended only to define the normal hours of work and to provide a basis for calculating overtime pay and shall not be construed as a guarantee or limitation of overtime pay and shall not be construed as a guarantee or limitation of hours of work per day or per week, or a guarantee of days of work per week.

12.02. The normal workday shall consist of eight (8) consecutive hours of work, inclusive of a thirty (30) minutes paid lunch period, in a twenty-four hour period. A fifteen (15) minute paid lunch period will be provided for employees working an additional four (4) hours. Notwithstanding the above language of this Article 12.02, the octagon operation shall consist of twelve (12) consecutive hours of work, inclusive of a thirty (30) minute paid lunch period during the first eight (8) hours and a fifteen (15) minute paid lunch period during the last four (4) hours, in a twenty-four hour period.

12.03. The normal work pattern shall be five (5) consecutive workdays. Beginning on the first day of any seven (7) consecutive day period. A work pattern of less or more than five (5) workdays in the seven (7) consecutive day period shall not be considered as deviating from the normal work pattern provided the workdays are consecutive. The Company may change the workday or work week due to varying operation conditions.

Schedules showing employees' workdays shall be posted or otherwise made known to employees not later than Thursday of the week proceeding the calendar week in which the schedule becomes effective. The Company will establish a procedure affording any employees whose last scheduled turn ends prior to the posting of his schedule for the following week, an opportunity to obtain information relating to his next scheduled turn. This procedure will also be applicable with respect to employees returning from vacation. Any schedule change made after Thursday of the week preceding the calendar week in which the changes are to be effective shall be explained at the earliest practicable time to the Unit President or Unit Griever.

For the purpose of calculating overtime pay and premium pay only, as provided in Articles 12.07 and 12.08 below, the following definitions will apply:

- (a) The workweek shall consist of seven (7) consecutive calendar days beginning at 7:00 p.m. Sunday or at the turn-changing hour nearest to that time.
- (b) The workday shall be the twenty-four (24) hour period beginning with the time the employee begins work.
- (c) The regular rate of pay, as the term is used in Article 12.07 and 12.08 below, shall be the hourly rate, as shown in Schedule "B".

An employee shall be paid at the rate of one and one-half (1 - 'A) times his regular rate of pay for:
(o) All hours worked in excess of forty (40) in any one workweek.

~~An employee shall be paid at the rate of two (2) times his regular rate of pay for all hours worked on the seventh workday of a seven consecutive day period, during which the first six (6) days were worked as scheduled unless he has a god & compelling reason that is substantiated.~~

An employee shall be paid at the rate of two and one-half (2 - 'A) times his regular rate of pay for:

- (2) Additional employees needed to supplement maintenance will be offered the opportunity to work in accordance with their seniority and maintenance skill.
- (0) Incumbents on such jobs which the company is going to operate in order of their seniority will offered the opportunity to work.
- (0) If additional employees are needed due to #3 being exhausted, the remaining employees who have the ability to perform the required work, (in seniority order) will be given the option to work.
- (0) If there is still a need to fill positions least service employees who have the ability to perform the required work will be assigned to work.

ARTICLE 16 - REPORT-IN PAY

An employee who reports for work as scheduled or notified to report and who is sent home on account of lack of work before he completes two (2) hours of work, shall receive a minimum of two (2) hours pay at his standard hourly wage scale rate (Schedule B).

The provisions of Article 16.1 above shall not apply in the following instances:

- (a) If the employee refuses to do, during this period, any available work; or
- (a) If work is not available because of strikes, work stoppages in connection with labor disputes, failure of utilities beyond the control of the Company, or Acts of God interfere with work being provided, or
- (a) If an employee is not put to work, or is laid off after having been put to work, either at his own request or due to his own fault;
- (a) If the Company has notified the employee by telephone or telegram at his telephone number or at the address contained in his employment records with the Company, at least one and one-half (1 ^XA) hours in advance of his scheduled starting time that no work is available.

ARTICLE 17 - CALL-IN PAY

An employee who is called back to work after having completed his regular shift and after having left the facilities; shall receive a minimum of four (4) hours of work or pay at the applicable overtime rate.

The provisions of Article 17.01 above shall not apply in the following instances:

- If the employee refuses to do, during this period, any available work for which he was called in for; or
- If work is not available because of strikes, work stoppages in connection with labor disputes, failure of utilities beyond the control of the Company, or Acts of God interfere with work being provided.

Except as provided in Article 17.02(b) above, any employee called in to perform a specific task shall be permitted to leave work after the task is completed and will receive pay for the balance, if any, of the four (4) hour work guarantee.

ARTICLE 18 - LEAVE OF ABSENCE WITHOUT PAY

The Company may grant a leave of absence without pay to any employee for any reason whatsoever except for the purpose of obtaining other employment. The employee thus absent with prior written permission from the Company shall continue to accumulate seniority during said absence. Leaves of absence under this Article 18.1 shall not exceed thirty (30) days but may be extended, with prior written permission, by the Company.

The parties hereto agree to follow the Universal Military Training and Service Act and the then existing statutes in connection with the reinstatement and employment of former employees of the Company, who have been discharged from the military service of the United States.

Leaves of absence for the purpose of accepting positions with the International or Local Union shall be available to one (1) employee without pay. Leaves of absence for the

purpose of accepting a position or an assignment with the International shall be for a period not in excess of two (2) years. Leaves of absence for the purpose of accepting a position or an assignment with the Local Union shall be for a period not in excess of three (3) years and may be renewed for further periods of up to three (3) years each. Continuous service shall not be broken during such leave of absence but will continue to accrue. All wages for such employees during the leave shall be paid by the Union. Any compensation for medical or applicable pension benefits for such employees shall be paid by the Union. Such medical or applicable pension benefits costs may be paid to the Company by the Union for reimbursement of the cost of such coverage. Employees granted such leave shall return to the same position held at the time of such leave, provided he has sufficient seniority and is able to do the required work.

The Company will excuse up to two (2) employees without pay and without loss of seniority to attend International Union functions and educational classes for a period not to exceed two (2) weeks in any calendar year. Leaves for union business for this 18.04 will not be paid by the Company; however, the Company will continue to pay the cost of all insurance plans that are granted in the benefit package of this Agreement. Seniority shall continue to accrue during such authorized leave. Employees granted such leave shall return to the same position held at the time of such leave, provided he has sufficient seniority.

All employees, may with the proper certification, take an unpaid leave of absence of up to twelve (12) weeks in any twelve (12) month period as provided for under the family and medical leave act. The Company will comply with the provisions the Family Medical Leave Act.

ARTICLE 19 · MILITARY SERVICE

An employee with one or more years of continuous service who is required to attend military training as a member of the United States Armed Forces or National Guard shall be paid the difference between what he was paid by the government vs. what he would

have earned had he worked for the Company. Such leave will not exceed three (3) weeks in any calendar year. All insurance coverage shall continue during such leave.

ARTICLE 20 - JURY AND WITNESS SERVICE LEAVE

An employee who is required by law to report for jury service or is subpoenaed as a witness shall be excused from work for the days on which he serves or reports.

An employee who is required by law, under a subpoena in a court of record, to serve on any Municipal, County, State or Federal Jury, Grand Jury, Commission or panel as a juror, or is subpoenaed as a witness in an Municipal County, State or Federal Court, shall receive for such time lost which he would otherwise have worked, for a period not to exceed eighty (80) hours in any twelve (12) month period, the difference between his standard hourly wage scale rate, up to a maximum of eight (8) hours in any day, and the payment he receives from jury service plus any holiday pay in such period which he would not have worked).

Payment under the provisions of Article 20.2 will not be required in any case where an employee covered by this Agreement is a party to the proceedings.

An employee must contact his supervisor within the calendar week in which he receives his notice to report for jury or witness service. He must then present proof that he did serve or report.

ARTICLE 21 - FUNERAL LEAVE

Employees who are absent from work because of the death of their parents, legal spouse, mother-in-law, father-in-law, brother-in-law, son or daughter, brother, sister, grandparents, or grandchildren, (including stepfather, stepmother, stepchildren, stepbrother or stepsister) shall be compensated for the time lost by reason of such absence from his regularly scheduled hours of work, up to a maximum of three (3) consecutive days one of which is the day of the funeral.

Leave for attendance at the funeral of a non-immediate family member or person with an especially close relationship may be granted but without pay. The decision will be made by the Plant Manager.

ARTICLE 22 - SAFETY AND HEALTH

The Company and the Union recognizes their obligations with respect to safety and health matters. The Company shall provide safe and sanitary working conditions and adequate first aid services. The Union shall observe all safety rules and regulations and shall cooperate with the Company in eliminating accidents and health hazards while keeping the premises safe and clean.

A Safety and health Committee shall be established composed of two (2) employees appointed by the Union and an equal number of Company representatives. The committee shall hold meetings at times designated by the Company but not less than once a quarter. The committee may agree to schedule additional meetings if necessary. The committee should establish an agenda for each meeting. The function of the Safety and Health Committee shall be to discuss legitimate safety and health matters. It shall also have the right to inspect equipment for the purpose of observing its safe or unsafe condition where questions are brought to the attention of the Safety and Health Committee. The Safety Committee will conduct safety and health tours of the plant prior to the Safety Committee meetings.

An employee or group of employees who in good faith believe they are being required to work under conditions which are unsafe or unhealthy beyond the normal hazards inherent in the operations shall have the right to:

(a) file a grievance in Step 3 of the grievance procedure

(a) relief from the job or jobs without loss to their right to return to such jobs or jobs,

and, at the Company's discretion, assignment to such other employment as may be available.

The Company will make available adequate safety and health related equipment for its employees at the plant during the hours of their employment. The Company may assess a fair charge to cover the loss or willful destruction thereof by an employee.

Both parties recognize their safety and health obligations and, in good faith, agree to comply with the Occupational Safety and Health Act of 1970, as well as any applicable state laws or safety standards.

Alcoholism and Drug Abuse is recognized by the parties to be treatable conditions.

Without detracting from any rights under other provisions of this Agreement, the Company and the Union shall cooperate in encouraging employees afflicted with alcoholism or drug abuse to undergo a program directed to the objective of their rehabilitation.

The Company will require an employee to undergo a drug-alcohol screening (at the Company's expense) when there is a probable cause to suspect that an employee is under the influence of drugs or alcohol. Probable cause will be based upon observation a good faith belief that an employee is under the influence of drugs or alcohol either when reporting for work and/or during working hours.

It is intended that, consistent with the functions of the Safety and Health Committee as set forth in this Article 22, the International Union, Local Union, Union members of the Safety and health Committee, or employees and officers of the International Union or the Local Union shall not be liable for any work-connected injuries, disabilities or diseases which may be incurred by employees.

All production and maintenance Bargaining Unit employees are required to wear safety shoes. The Company will reimburse each said employee up to twenty-five dollars (\$25) each year of this Agreement towards the cost of safety shoes for use on the job.

ARTICLE.23 – GROUP INSURANCE

The Company will offer employees who have completed then probationary period with the medical program HIGHMARK PPO BLUE 1500.

Eligible employees will pay 35% of the premiums for the medical coverage. This will be deducted bi-weekly from their paycheck Beginning in 2012, employees will pay 100% of any increases in insurance coverage continuing until the term of this agreement

For all eligible employees, the Company will provide and pay for a self funded denial and vision plan the same as what is currently being provided through Babb, Inc.

The Company's contributions to health care benefits will terminate for employees on layoff at the end of the month in which the layoff occurs. Health care benefits for employees who are absent from work due to work related or non-work related sickness <>i accident will have their Company contributions terminated at the end of the month in which die absence begins.

All employees are entitled to continue health care benefits by paying premiums in accordance with notices and COBRA coverage

The Company will provide employees, who have completed their probationary period, a medical program the same or better than the current PPO BLUB SI,500 Programs with a prescription drug rider (includes dependent coverage). In addition, the Company w ill provide a self funded dental and vision coverage the same or better than what is currently provided through Babb, Inc. Eligible employees will contribute bi-weekly towards then medical premium in accordance with schedule "F" The specific details of the medical program will be available in booklets provided each employee.

The employees will pay 100% on all future premium increases Company contributions to health care benefits will terminate for employees on layoff at the end of the month in

which the layoff occurs. Health care benefits for employees who are absent from work due to non-work related sickness or accident will have their Company contributions terminated at the end of the month in which the absence begins.

All employees are entitled to continue health care benefits by paying premiums in accordance with notices and COBRA coverage.

ARTICLE 24 - CONTINUITY OF SCHEDULED OPERATIONS

There shall be no strikes, work stoppages, sympathy strikes or interruptions or impeding of work. No officer or representative of the International or Local Union shall authorize, instigate, aid, or condone any such activities. No employee shall participate in any such activities.

In the event any violation of Article 24.01 occurs, the Union will declare forthwith, publicly and in writing, to employees covered by this Agreement that such prohibited activity is unauthorized and take all necessary measures to insure the cessation of such prohibited activities.

Any or all employees engaging in, participating in, or encouraging such action described in Article 24.01 shall be subject to such disciplinary action, including discharge. Disciplinary action, including discharge, against any employee who violated Article 24.01 may be disputed through the grievance procedure.

The Company for its part shall not lockout the employees during the term of this Agreement. Termination of employees in connection with the Company's closing down of the facilities or any part thereof or curtailing any operation for business reasons shall not be considered a lockout.

ARTICLE 25 - SAVING PROVISION

If any provision of this Agreement is rendered or declared unlawful by reason of any existing or subsequently enacted Federal, State or Local law or by a decree of a Court of competent jurisdiction or any authorized Government Agency, such provision shall become inoperative, and the remainder of this Agreement shall continue in full force and effect.

ARTICLE 26 - DISCONTINUATION OF OPERATIONS

It is recognized that the Company, in its sole discretion and judgment, may decide to permanently close the plant or discontinue any portion thereof and to terminate the employment of employees as a result of such closing.

If the Company shall decide to close permanently the plant or a substantial portion thereof, it shall give the Union advance written notification of its intention in accordance with the Federal Law. Upon request of the Union, the Company will thereafter meet with appropriate Union representatives in order to provide them with an opportunity to discuss the Company's proposed course of action and to provide information to the Company and to suggest alternative courses. If any alternative courses suggested by the Union are not acceptable to the Company, the Company shall advise the Union thereof and the

notification previously given to the Union shall continue in force and shall satisfy the requirements of Federal Law. This notification provision shall not be interpreted to offset the Company's right to lay off or in anyway reduce or increase the working force in accordance with its presently existing rights as set forth in Article 11 of this Agreement.

ARTICLE 27 - COMPLETE AGREEMENT

The Company and the Union acknowledge that during the negotiations which resulted in this Agreement, they had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the

Company and the Union after the exercise of that right and opportunity are set forth in this Agreement or attached to or referred to in that Agreement. Therefore, the Company and the Union for the life of this Agreement each waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

It is further agreement that this document constitutes the entire Agreement and there are no arrangements or understandings of a contractual nature (express, implied or arising by past practice) except those which are specifically set forth in this Agreement or attached to or referred to in this Agreement. Any modification, supplemental agreement or addendum entered into after the effective date of this Agreement shall have no force and effect unless reduced to writing and signed by the parties hereto.

ARTICLE 28 - TERM OF AGREEMENT

This agreement shall become effective on January 1, 2013, and shall continue in full force and effect through December 31, 2016, and thereafter shall automatically renew itself and continue in full force and effect from year to year thereafter unless written notice, by registered or certified mail, of election to terminate or modify any provision of this Agreement is given by either party to the other party not more than ninety (90) days or less than sixty (60) days prior to December 31, 2016, or prior to December 31, of any succeeding year. After receipt of a notice to modify or terminate, the parties shall endeavor to settle all controversial matters involved. In the event the parties do not reach agreement by the expiration date of December 31 in the particular year as provided herein, then this agreement if the aforementioned written notice is to terminate shall in all respects be deemed void and terminated. In the event the aforementioned written notice is to modify, this agreement shall continue in full force and effect and shall terminate at the expiration of sixty (60) days after either party shall get written notice of termination to the other party, but in any event shall not terminate earlier than December 31, 2016. The parties hereto may extend this Agreement at any time for the purpose of reaching a new Agreement.

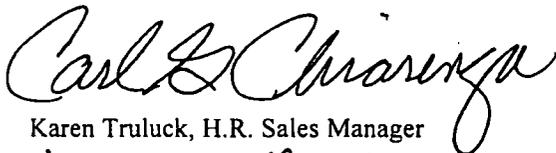
In witness whereof, the Union and the Company have caused this Agreement to be executed in their names by their duly authorized representatives this 1st day of January, 2013.

VALUE ADDED PROCESSING, INC.

UNITED STEELWORKERS

USW District 10 Local 5852-24

Carl G. Chiarenza, President



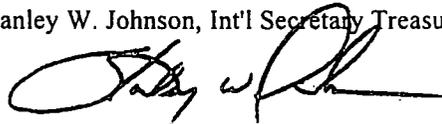
Karen Truluck, H.R. Sales Manager



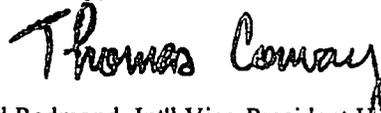
Leo Gerard, International President



Stanley W. Johnson, Int'l Secretary Treasurer



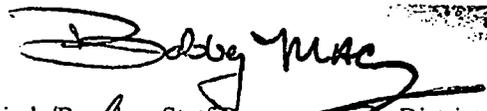
Tom Conway, Int'l Vice-President-Administration



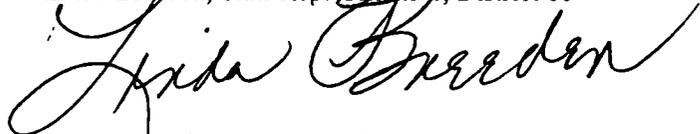
Fred Redmond, Int'l Vice-President Human Affairs



Bobby McAuliffe, Director, District 10

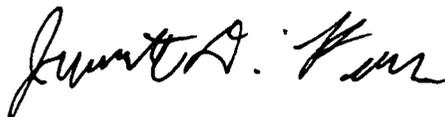


Linda/Bredden, Staff Representative, District 10



Bruce D. Mains, President LU 5852

Jarrett Diperna
President, LU 5852-24



SCHEDULE A

FIRST NAME	LAST NAME	JOB CLASS	DATE OF HIRE	PRESENT HOURLY RATE
CURTIS	COBB	LINE CO-ORDIN	10/19/05	\$10.36
GLENN	DEES	SHIPPER	04/20/00	\$10.85
KEVIN	GALLAGHER	OPERATOR	01/09/06	\$10.50
DENNIS	HECKEL	PACKAGER	03/20/95	\$11.95
DANIEL S.	HYNES	OPERATOR	01/28/03	\$11.95
MICHAEL	McCLURE	RECEIVING CLERK	08/17/96	\$12.05
PAUL	PINKERTON	LINE CO ORD IN	12/03/99	\$10.55
GREGORY	SICA	PACKAGER	11/07/05	\$9.65
MARK	TAYLOR	OPERATOR	02/22/94	\$14.40
THOMAS	WARD JR.	MAINTENANCE	08/07/91	\$14.80

1/1/2014 1.5% Increase

1/1/2015 - 0 -

1/1/2016 .5% Increase

SCHEDULE B

STARTING RATES

<u>Job Title</u>	<u>Rate Per Hour-2011</u>
Packager	\$9.65
Line Coordinator	\$10.35
Production/Utility	\$10.60
Craneman	\$10.85
Shipping/Receiver	\$11.85
Operator	\$11.95
General Maintenance	\$12.20
Mechanic	\$14.20
Master Mechanic/Electrician	\$16.20

STANDARD HOURLY WAGE SCALE

The established hourly wage scale for each classification shall apply.

Notwithstanding the above, the Company will grandfather the wages of those employees that were on the seniority roster as of May 1, 2001, at their permanent/temporary rate at the time of ratification. Any employee that bids to a lower rated position will be paid the rate for that position even if they are grandfathered into a specific rate at the time of contract settlement. Employees moving to a lateral rated job classification shall continue to be grand-fathered. Employees moving at the request of management or by a reduction in force to a lower rated job shall continue to be grand-fathered. Employees removed due to an inability to perform the work shall not continue to be grand-fathered.

Employees currently being paid less than the agreed hourly wage scale rate as established above, shall be upgraded to meet such established rates providing the) can perform the

Probationary rate will be \$8.00 per hour at date of hire. This rate will increase by \$.50 per hour at the end of each probationary month until the employee has completed his probationary period at which time he will be paid as a Packager until such time that a bid job becomes available.

SCHEDULE C

Group Life Insurance & AD&D Benefits

Eligible employees that have completed their probationary period will be provided life insurance coverage (at no cost to the employees). In the amount of \$25,000.

Eligible employees that have completed their probationary period will be provided AD&D benefits at no cost to the employees.

Short-Term Disability - AFLAC

401K Plan

Rolled over by employees.

SCHEDULE D

MISCELLANEOUS MATTERS

1. Garnishment

During the term of this Agreement, employees whose wages have been garnished will not be disciplined because of such garnishments.

2. Job Training

The parties recognize the potential, far-reaching impact of permanent shutdowns of facilities and the need to cooperate in attempting to lessen this impact. Accordingly, in the event of the permanent shutdown of the Plant, Company and International Union representatives shall meet to determine whether appropriate Federal, State, or Local government funds are available to establish an employee training, counseling, and placement assistance program. If such funds are available, the Company and the Union shall work jointly to secure such funds to establish a program to provide: alternative job training for affected employees for job opportunities; counseling for affected employees on available benefit programs and job opportunities in the area; and job searching counseling.

In implementing such program, the Company will cooperate with the involved Local Union and State Unemployment Agency, other appropriate public or private employment agencies, and area employers in an effort to seek job opportunities for displaced employees, to further assist affected employees, both the Company and the Union will designate specific representatives at the time of any such permanent

plant closing to answer questions by employees pertaining to their rights under the Basic Labor Agreement and various benefits' programs.

3. Company Rules and Policies

The Company shall have the right to issue, amend and revise rules and policies. Such rules and policies shall not be administered arbitrarily or capriciously. The Company shall provide the Union with said rules and policies at least fifteen (15) workdays prior to instituting the same and to meet with the Union upon request to discuss the rules and policies. The Union reserves the right to file a grievance and pursue the same to arbitration in accordance with Article 8 regarding the reasonableness on the application of any rules or policies.

United Steelworkers Contract with Added Value Processing terminated by its term on December 31, 2010. The parties have negotiated a new contract with significant adjustments by the Union to preserve the hourly jobs of the employees.

The agreed to changes of the contract are:

- A. A three year contract effective January 1,2011 thru December 31, 2013.
- B. Job postings will be awarded to the most senior employee bidding. The senior bidder within 30 days will show that they have the ability to train for the bid position.
- C. Holidays will remain as is..
- D. Vacations are to be computed on a percentage of hours worked within the year. Vacation pay is earned in the year the vacation is taken. All existing employees are "grandfathered" into their present vacation levels. New employees after 1/1/11 will have a new tier and will be capped at 80 hours.
- E. Personal days are reduced to 3 days per year; 1 day with pay; the other 2 days will be without pay.
- F. Paid sick leave is reduced to 2 days with pay per calendar year.
- G. Employees will assume 35% of the cost of health insurance starting 2011. Beginning 2012, employees will pay 100% of any increases in insurance. The new plan is a Highmark PPO Blue \$1,500/53,000.

B. T lie Company will pay 35% of the Healthcare deductible for all employees. For Single people it will be \$525 of the first \$1,500 deductible in each year of the contract. And for Family, Employee and Spouse, or Employee with Children, it will be \$1,050 of the first \$3,000 deductible in the first year of the contract.

I. Short term disability will be replaced with the option of AFLAC.

.1. The 401 (k) Plan will be rolled over by employees to an IRA of their choice.

The new contract was ratified by the membership on March 18, 2011 with a vote of 4 Yes and 2 No. The union will prepare the contract, collect the signatures and process it to the International.
