



AGREEMENT

between

ASHLAND FOUNDRY & MACHINE WORKS

and

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION,
AFL-CIO-CLC ON BEHALF OF LOCAL UNION 14372**

August 11, 2017 to August 15, 2020

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AGREEMENT

THIS AGREEMENT, made the 11th day of August 2017 between ASHLAND FOUNDRY & MACHINE WORKS for its Ashland, Pennsylvania plant, (herein the Company) and UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO-CLC, (hereinafter referred to as the "Union"), on its own and on behalf of its LOCAL UNION 14372.

Witness: That in consideration of the mutual and reciprocal promise of the parties hereto contained, the parties hereto agree as follows:

ARTICLE I — PURPOSE

- 1.1 It is the intent and purpose of the parties hereto that this Agreement shall promote an improved industrial and economic relationship, and to set forth the basic Agreement covering the rates of pay, hours of work, and conditions of employment governing the employees in the bargaining unit at the Company's Ashland, Pennsylvania, plant.

ARTICLE II - RECOGNITION, UNION SHOP AND CHECK-OFF

- 2.1 RECOGNITION — The Company recognizes the Union as the exclusive collective bargaining representative for all of the employees at its Ashland plant and facilities excluding office and clerical employees, executive, managerial, and other supervisory employees, and timekeepers, guards and watchmen as defined in the National Labor Relations Act. It is recognized that those excluded from the bargaining unit will not perform production or maintenance work that is covered by this agreement except it is recognized that such employees may perform bargaining unit work which is de minimus for troubleshooting, de minimus in nature or in the case of emergency.

2.2 UNION SHOP — All present employees covered by this Agreement who are or become members of the Union shall remain members in good standing as a condition of employment. All present employees who are not members of the Union and employees who are hereafter hired shall become and remain members in good standing as a condition of their employment on the one hundredth (100) calendar day of their employment. For purposes of this provision an employee shall be considered to be a member in good standing if he has made payment or tendered to the Union the initiation fee and regular periodic dues uniformly required of all members of the Union.

The Company will waive the probationary period for any employee who was previously employed but lost their seniority due to the seniority provisions of this agreement provided he applies for and is accepted for re-employment within five (5) years from the date of his last employment with the Company.

2.3 CHECK-OFF — The Company agrees to deduct from the wages of each employee, in accordance with the lawful terms of a signed voluntary authorization to do so, the membership dues of the Union which includes monthly dues, initiation fees and lawful assessments, in amounts designated by the Union. Said deductions shall be made from the earliest subsequent payroll record for each month and immediately delivered or forwarded to the Secretary/Treasurer of the United Steelworkers, AFL-CIO. A check-off list shall accompany the deductions, setting forth the name, amount of dues and initiation fees, and a copy of said deduction list shall be forwarded to the Secretary/Treasurer of the International Union and Financial Secretary of the Local Union.

2.4 INDEMNITY — The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken or not taken by the Company for the purpose of complying with any of the provisions of Article II.

ARTICLE III — HOURS OF WORK

3.1 NORMAL SCHEDULES — This Article is intended only to be construed as a basis for overtime and shall not be construed as a guarantee of hours of work per day or per week. The regular workweek normally scheduled by the Company will be five (5) consecutive work days, Monday through Friday, consisting of eight (8) consecutive hours of work exclusive of the lunch period each day.

3.2 OVERTIME AND PREMIUM PAY

A. An employee shall be paid one and one-half (1½) times his regular hourly rate of pay inclusive of shift premium for:

1. All hours worked in excess of eight (8) hours per day or that total more than forty (40) hours per week;
2. All hours worked on Saturday greater than 40; provided the employee has worked all regularly scheduled hours Monday through Friday (the following excused absences shall be considered as hours worked: holidays, FMLA leave, vacation, bereavement, jury duty, and fire call union business).

i If an employee working on Saturday is not eligible for time and one half (1 ½) his regular hourly rate, the employee nonetheless shall be paid his/her regular straight time rate.

B. An employee shall be paid two (2) times his regular hourly rate of pay inclusive of shift premium for:

1. Work on a holiday specified in this Agreement in addition to holiday pay
2. Work on Sunday provided the employee has worked the day before and all regularly scheduled hours Monday through Friday (the following excused absences shall be considered as hours worked: holidays, FMLA leave, vacation, bereavement, jury duty, and fire call union business).

i If an employee working on Sunday is not eligible for double time, but such employee has worked the (Saturday) the

employee nonetheless shall receive time and one half (1 ½) the regular hourly rate for all hours worked on said Sunday.

C. Overtime and premium pay shall not be paid more than once for the same hours worked.

3.3 SHIFT WORK — The regular day shift normally scheduled by the Company will start at 7:00 A.M. and finish at 3:00 P.M. The regular second shift will normally be from 3:00P.M. to 11:00 P.M. The regular third shift operation will be from 11:00 P.M. to 7:00 A.M. When one half or more of an employee's scheduled regular hours fall between 3:00P.M. and 11:00 P.M., that employee shall be deemed to be working on the second shift. When one-half or more of an employee's scheduled regular hours fall between 11:00 P.M. and 7:00 A.M., that employee shall be deemed to be working on the third shift.

SHIFT PREMIUM PAY — A shift premium of \$.45 per hour over the regular rate shall be paid for all work performed on the second shift and \$.50 per hour for all work performed on the third shift.

3.4 OVERTIME DISTRIBUTION — Overtime shall be performed by the employee who normally does the work and who operates the machine and facility upon which the overtime is required prior to offering the opportunity to employees temporarily assigned within the classification. In the event such overtime is refused or that no specific machines or facility exists the overtime shall be distributed as equally as practicable on a continual basis among employees on the classification and department. Records of overtime offered and worked and of overtime refused shall be posted and maintained by Shop Stewards and Supervisors on a weekly basis. An employee refusing an overtime opportunity or failing to report for such work will be charged with the overtime offered for purposes of calculating overtime distribution and shall be required to sign a form showing

such failure to work. Employees first entering a department shall be charged with the highest number of overtime hours worked by the employee in the job classification and overtime sharing group normally performing the overtime work available.

It is agreed that no employee will be required to work in excess of ten (10) hours per day and no more than ten (10) hours required overtime in a workweek; it is recognized however that employees may volunteer for hours in excess of the above stated scheduled hours.

It is further agreed that no employee will be required to work more than three consecutive mandatory scheduled Saturdays.

- 3.5 REST PERIODS — There shall be two fifteen (15) minute paid rest periods, one during the first half of each shift and one during the second half of each shift. The break periods need not be at the same time for all employees. An employee scheduled to work two (2) or more hours of overtime beyond his regular shift shall receive a ten minute (10) minute rest period before performing such overtime.
- 3.6 REPORTING PAY — If an employee has not been duly notified that no work is available, he shall be guaranteed at least four (4) hours of work or pay therefore, provided he reports for work at his regular starting time, with time deducted from his four (4) hours guaranteed work or pay for tardiness. If, however, he is too late to be permitted to start, he shall be sent home without pay. At Management's discretion, the employee scheduled or notified to report may be assigned to other work for which they may be qualified in lieu of their being released. If the employee refuses such assignment, he shall not receive the reporting pay unless, in accordance with the grievance procedure, such assignment is decided to be unreasonable. If an employee is assigned to a higher rated job, he shall be paid the higher rate. Inability on the part of the Company to give sufficient notice because of emergencies beyond its control shall eliminate any liability on the part of the Company under this section as in cases where work is not available due to emergencies such as, but not limited to, riots, fires, floods, explosions, accidents, acts of God, and acts beyond the control of the Company.

3.7 INJURY ON THE JOB — Employees who report a work injury on the day it happens and are medically certified as being unable to complete a shift within five (5) consecutive scheduled work days of the injury shall be paid for the balance of the shift they cannot complete.

3.8 CALL-IN PAY — Any employee called in to work at times other than his regular shift shall be guaranteed four (4) hours of work or pay for such call at his regular rate or the rate of the job for which he is called to work, whichever is higher. Any hours actually worked shall be paid at the applicable overtime or premium rate, including Saturday, Sunday or Holiday premiums, if any.

3.9 EMERGENCY PLANT CLOSINGS — The Company agrees that T102 Radio will be contacted two (2) hours prior to the actual closing or shift cancellation with closing or occurrence information (provided that the station agrees to post these messages). Also, the Plant Operations hotline number is 570-875-6160 or number posted on facility bulletin boards.

If an employee has not heard a closing or shift cancellation announcement over the listed radio station, it will be his responsibility to phone the plant to verify whether or not the plant will close.

3.10 CHANGE IN SCHEDULES — Should it be necessary to establish schedules departing from the normal work week or normal shift hours the Company shall promptly so advise the Union President and his appointee(s) and confer with them to determine whether, in the circumstances necessitating such a change, mutually satisfactory modified schedules can be arranged. The final right to arrange working schedules, however, shall rest with the Company, it being understood that indiscriminate changes shall not be made and that the Company shall, to the extent feasible, announce such changes not later than one (1) week prior to the date they are to become effective.

ARTICLE IV — HOLIDAYS

4.1 ELIGIBILITY/SPECIFIED HOLIDAYS — All employees shall be eligible upon his date of hire to eight (8) hours compensation at his regular hourly rate of pay, inclusive of any night shift premium for any of the holidays listed below which are not worked, provided he shall have worked his assigned scheduled shift immediately preceding and immediately following the hereinafter designated holidays, or shall have been excused from work. Holidays worked shall be paid at double time rate of pay for all hours worked in addition to the regular holiday pay of eight (8) hours at straight time rate otherwise due employees irrespective of the number of hours worked during the week any such holiday occurs.

The paid holidays shall consist of the following for the term of the Agreement:

New Year's Day

Good Friday

Memorial Day

4th of July Holiday

Labor Day

Thanksgiving

Day After Thanksgiving

Christmas Eve

Christmas Day

New Year's Eve

4.2 OBSERVANCE — When such holiday falls within the vacation period of any employee, he shall be entitled to an additional day of vacation with pay.

4.3 DISABLED AND LAID OFF EMPLOYEES — Employees on layoff, non-work related medical leave or workers' compensation leave shall

be eligible for holiday pay for any holiday falling within the 30-day period after such leave begins.

ARTICLE V— SENIORITY

5.1 DEFINITION — The seniority of each employee shall, upon completion of his probationary period, date from the first day of his last employment with the Company

5.1 b Seniority Application – Where this agreement calls for the application of seniority the following factors shall be considered;

- a. Seniority
- b. Ability
- c. Work performance
- d. Quality of work
- e. Dependability

Where all other factors above are relatively equal item (a) seniority will be used as the deciding factor.

5.2 PROBATIONARY EMPLOYEES — During the first one hundred (100) calendar days of his employment, an employee shall be considered as a probationary employee during which period he shall not have any seniority rights and may be disciplined or discharged by the Company for any reason whatsoever without recourse to the grievance procedure.

5.3 TRANSFERS — The Company shall, without recourse to the bidding procedure, have the right to transfer an employee on a temporary basis from one department to another or from one job to another within the same department for a continuous period of ninety (90) days except that this period may be extended by mutual agreement between the Company and the Union. If the transfer lasts beyond ninety (90) days, such job will be posted as a permanent or temporary job. When the temporary transfer requires a shift change the company will seek volunteers first. For the period of such transfer the employee shall be paid each day his regular rate or the rate of the job to which the employee is transferred, whichever is higher, provided that the transfer

is for a period of not less than one full day. A record of transfers will be maintained only when pay rate changes are required.

5.4 JOB BIDDING — In the case of an opening in a new or existing job classification on any shift (other than a temporary opening of less than ninety (90) days), the Company shall post the opening for a period of two (2) working days. The posting shall state the job title, job code, rate of pay, department and shift on which the opening occurs. In the case of training jobs, the opening will be posted at the highest rate. All employees (except probationary employees) seeking advancement who have the experience and ability necessary to perform the job in a good and workmanlike manner shall be eligible to bid. Employees already on the posted job but who are on a different shift or department shall also be entitled to bid. Employees on layoff will be eligible to bid on job postings they desire to. The Company shall, within two (2) working days following the bidding period, post a notice of the result of the bidding. The successful bidder shall be most senior qualified employee to perform the job in a good and workmanlike manner. If the qualifications of two or more bidders are substantially equal the senior bidder will be awarded the job. Jobs in Level 4 and above will be posted at all available levels unless it is determined by Management that the job is such that only a skilled candidate can satisfy the job requirements in which case the Union Representative in the affected area will be notified in advance. The employee awarded the job may be required to wait actual assignment to the job until his replacement is available and trained but not later than thirty (30) calendar days following the award. When an employee has bid to a higher rated job and is not assigned within thirty (30) days, he shall be paid the higher rate effective the thirty-first (31st) day. If an employee is not moved to bid job in thirty (30) calendar days after the award, the six (6) month bidding restriction will be waived until he is moved. If the successful bidder has not performed the awarded job in the past, he shall be allowed a reasonable trial period of ten (10) days to determine if he has the ability to perform the job satisfactorily. The 10-day trial period shall be waived if the successful bidder has performed the awarded job in the past. The Company may, following consultation with the Union, extend the trial period if it deems it necessary to do so. During the trial period the Company shall determine whether to retain the employee on

the job or to return him to his former position or the employee may during this period elect to return to his former position. Should an employee elect to return, or is returned by supervision, the Company shall select the next senior qualified bidder from the original job bid where possible prior to reposting.

- A. LACK OF QUALIFIED BIDDERS — In the event that no qualified employees bid or qualify for an opening, the Company shall be entitled to secure qualified persons from the outside. The Union shall be entitled to verify such qualifications.

- B. MULTIPLE BIDDING — Employees who have been awarded a posted job shall not be eligible to bid into another posted job for a period of six (6) months after the date of the bidding period of said bid ends whether or not he thereafter seeks to withdraw. However, this limitation on bidding shall not apply to an employee who is found by the Company not to be qualified for the job during the ten (10) day trial period following his assignment to the job. Bidding rights will be given to any employee who, or through no fault of his own, is taken off his job bid.

- C. TEMPORARY JOBS — Periodically it may be necessary to post jobs on a temporary basis to cover individuals who may be out on compensation, disability, leave of absence, etc.
 - 1. Prior to posting a temporary position, the position will be offered to employees with recall rights to the classification. An employee refusing recall to the temporary position does not lose his recall rights to a permanent position.

 - 2. The restrictions on multiple bidding will apply to temporary jobs with the following exceptions. Holders of temporary jobs will be allowed to bid on the temporary job then being held by him if it is posted as a permanent job within the six (6) month period, but not on any other permanent job openings in another job classification during that period. When a temporary job becomes permanent, it shall be posted as a permanent job as in the case of other vacancies. A temporary job posted to replace someone on workers' compensation, disability or leave of absence becomes permanent due to the

failure of the permanent job holder to return to his job for any reason. The permanent position will be offered to employees with recall rights to the classification. If no one is recalled to the position, the temporary job holder shall be made permanent without reposting the position if the employee so desires. If the temporary job should end before the six (6) month period is up, the six (6) month restriction shall be voided.

3. Postings of temporary job openings shall state the foregoing restrictions on further bidding.

D. UNION CONSULTATION — In cases in which the eligible senior bidder is not awarded the job, the Company shall consult with the Union President and his appointee(s) before announcing the results of the bid.

5.5 LOSS OF SENIORITY — An employee shall lose all seniority rights if:

- A. The employee quits voluntarily; or
- B. has been discharged for cause; or
- C. has been absent from work for three (3) successive working days without notifying the Company; or
- D. fails to report for work within two (2) working days after receipt of a telegram or registered or certified mail at his last known address notifying him to report for work after a layoff. It shall be the obligation of each employee to keep the Company advised of his correct address; or
- E. has been laid off from work for a period equivalent to plant seniority or one year whichever is less for an employee with less than five (5) years seniority; recall rights for two (2) years for an employee with ten (10) years seniority; recall rights of three (3) years for an employee with fifteen (15) years of seniority and recall rights for four (4) years for employees with twenty (20) years or more of

seniority; (for the purpose of this section only, seniority will be determined based on the date of layoff) or

- F. In the case of employee on disability covered by sickness and accident insurance, or workers' compensation, who has been disabled for a period of two (2) years; benefits will be continued only while disability payments (26 weeks) are payable; workers' compensation benefits coverage will continue as per Pennsylvania law. Notwithstanding this provision, the parties agree that any employee who is on workers' compensation leave at the time this Agreement is ratified shall not be subject to such two (2) year limitation and shall retain his/her recall rights based upon seniority; or
- G. the employee has failed to return to work on the first working day following a disciplinary layoff or an approved leave of absence.

5.6 SENIORITY RETENTION BY NON-UNIT EMPLOYEES — Any employee who is promoted from a job within the bargaining unit to a supervisory or other job outside the bargaining unit shall be given a ninety (90) day trial period from the date of such transfer or promotion. For a two (2) year period he may be recalled to an open job within the unit but without displacing any other employee having seniority and if he continues to work in the unit for a period of thirty (30) days or more he shall resume accumulating seniority. His total seniority, however, shall accumulate only for time worked in the bargaining unit. Application of this section is restricted to a one-time occurrence only.

5.7 DISPLACEMENT, LAYOFFS AND RECALL — In the exercise of the Company's right to meet its production needs efficiently, it is recognized that the Company may from time to time adjust its workforce by the displacement and/or layoff of employees and their recall from displacement and/or layoff. In the event of a displacement and/or layoff, the Company shall provide a minimum five (5) days' notice (Monday for a Friday displacement) through a general

announcement listing the classification, shift, and departments affected by the reduction.

- A. **IN GENERAL** — In the event of a displacement and/or layoff, and in recall from such displacement and/or layoff, seniority in the job classification and department shall prevail provided that to be retained or recalled, the senior employee can at that time most satisfactorily perform all of the facets of the job available in a good and workmanlike manner.

- B. **BUMPING** — An employee who is displaced from his regular job classification by virtue of the operation of the displacement and/or layoff provisions of this Agreement shall have the right to bump by department seniority in his current job classification and one previously held job classification where he had qualified at the “A” rate for a job level 8 and above or he may bump the junior employee in any department, shift, and job classification for jobs which are level 7 and below even if he has not previously performed such job. The bumped employee must be less senior than the bumping employee; or may accept open jobs for which they are qualified; or at the training rate; or such positions that normally are awarded to the senior employee when there are no qualified bidders. (See Appendix C). Refusing an open job would put the employee on mandatory lay-off. A period of ten (10) working days shall be allowed bumping employees for purposes of refamiliarization with jobs they have previously held, or twenty (20) days for purposes of familiarization with jobs they have not previously held. The company may, following consultation with the Union, extend these familiarization periods if it deems it necessary to do so. If an individual bumps into a job which he has not previously held, the employee shall be required to meet any special training requirements associated with the job (for example, machinist training). An employee who refuses to take a job which he has previously performed, or refuses to bump a job in levels 7 through 1, shall be placed on voluntary layoff status.

- C. **RECALL** — Employees who are displaced from their regular job classification by virtue of the displacement/layoff provisions of this Agreement shall continue to retain their rights to be returned to their job (5.7D) or any job classification they have performed

satisfactorily in the past prior to their displacement or layoff; or any job in levels 7 through 1 by a seniority basis.

Employees on involuntary layoff status will be recalled to their regular job without regard to their regular shift. Refusal of such recall will change them to voluntary layoff status.

Accordingly, subject to the provisions of Section 5.5 (I) the bidding provisions of Section 5.4 shall not apply in such cases so long as an eligible employee holding such job classification is on layoff or on a job other than his regular job classification. An employee who is on voluntary layoff status shall not be entitled to be recalled to any job other than the regular job classification held by him when laid off. Refusal of such recall shall be deemed a quit. Employees on involuntary layoff status may be recalled to any job classification previously held and satisfactorily performed by them. Refusal of such recall shall change their status to voluntary layoff. In effectuating recalls from layoff, the Company shall have the right to recall without reference to seniority in order to expedite the resumption of normal operations. The Company shall consult with the Local President of the Union (or his nominee) in respect to questions concerning recall.

Employees who have accepted recall to a temporary position will return to their former position when the temporary recall ends.

- D. **REGULAR JOB** — An employee's regular job classification is considered to be the most recent job that the employee held as the result of a successful job bid (Department, Classification, Shift). In cases where an employee is working in a job other than his regular job classification and refuses reassignment to his regular job classification, then his current assignment shall become his regular job classification.
- E. A good faith effort will be made by the Company and Union officials to provide notification of any available job bids to all employees on lay off status who hold recall rights.

F. DEFINITIONS

1. Displacement – An employee who is not in their regular job due to the exercise of the provisions of this section, 5.7.
2. Layoff – All displaced employees who retain seniority rights but are not actively employed by the Company.

5.8 LEAVES OF ABSENCE — Leave of absence requests relating to an employee's own medical condition, the medical condition of an immediate family member or for the birth (including pregnancy), adoption or placement of a child shall be governed by the Federal Family and Medical Leave Act and its implementing regulations. See also Section 9.7 herein.

A. NON-MEDICAL LEAVES OF ABSENCE — Employees may be granted leaves of absence without pay for a reasonable period not to exceed thirty (30) days, without loss of seniority, for compelling bona fide reasons. The Company will not unreasonably withhold granting such leaves. During such leaves of absence, the employee shall make arrangements for payments to provide for continuation of insurance and related benefits. Local Union Officers and Grievance Person's who have one (1) year's continuance service, and not to exceed three (3) in number at any one time, shall be entitled to obtain a leave of absence for Union business for a period not to exceed one (1) year upon appropriate notice to Management. Extensions of time for this purpose for an additional period shall not be unreasonably withheld by Management.

5.9 MILITARY SERVICE — The status and benefits of employees of the Company now serving in the armed forces of the United States or hereafter leaving their job for such service shall be governed by applicable state and Federal Law.

The Company will provide make-up pay for the two (2) week annual duty for National Guard and Reserve Training. The amount will be the

difference between the pay received from the government and the individuals base rate for a period not to exceed eighty (80) hours.

ARTICLE VI — SETTLEMENT OF DISPUTES

6.1 GRIEVANCE PROCEDURE — Should any dispute or grievance arise concerning the meaning, interpretation, or application of any specific provision of this Agreement or compliance therewith, an earnest effort shall be made to settle such matters promptly as follows:

STEP ONE. The aggrieved employee shall take the matter up with his Supervisor (accompanied and represented by his Steward or Grievanceman if he so desires) within five (5) working days after the circumstances giving rise to the grievance occur or by reasonable diligence should have been known. Grievances settled at Step One shall be without precedent value and shall not be used by either party in any other case or arbitration proceeding.

STEP TWO. If not adjusted or answered by the Supervisor at Step One within 2 working days, the grievance shall be reduced to writing on a form agreed upon by the parties which shall state (a) the identity of the grievant(s), (b) the nature of the grievance and the date/s and time(s) of the circumstances giving rise to the grievance, (c) the provision(s) of the Agreement claimed to be violated, and (d) the remedy requested. The form shall be signed by the grievant and the Union representative at Step One. The written grievance shall be presented to the appropriate Shop Superintendent by the appropriate Grievanceman and the date and time of receipt thereof logged in writing or stamped thereon. A meeting by the parties shall be held within five (5) working days after receipt. A Step Two written answer shall be forthcoming from the Company within five (5) working days thereafter setting forth its position. Grievances settled at Step Two shall be without precedent value and shall not be used by either party in any other case or arbitration proceeding.

STEP THREE. If not adjusted or answered at Step Two within the period specified for the Company's Step Two answer, the grievance may be submitted in writing by the Union to the Human Resources

Manager (or his nominee) within five (5) working days thereafter. The parties shall meet on the matter within five (5) working days thereafter and the Company shall issue an answer within five (5) working days after this meeting has been held.

6.2 GRIEVANCE SUBMITTED DIRECTLY TO STEP THREE — Discharge cases may be filed directly at Step Three of the grievance procedure. The time limitations provided in this Article VI may be extended by mutual agreement, properly confirmed in writing.

6.3 ARBITRATION — Should any grievance not be adjusted or answered at Step Three, it may be appealed to arbitration by either party within thirty (30) calendar days after the date that the Step Three answer is due. The parties shall follow the Rules of the American Arbitration Association for Labor Arbitration in selecting the arbitrator and conducting the arbitration. If the parties mutually agree, the grievance may be submitted to AAA on expedited arbitration procedure basis.

6.4 JURISDICTION OF THE ARBITRATOR — The Arbitrator shall have authority only to pass upon grievances timely presented concerning the meaning, interpretation of any specific provision of this Agreement or compliance therewith, and shall have no authority to add to, detract from or in any way modify or ignore any of the provisions of this Agreement. This, however, shall not preclude the Arbitrator from deciding grievances regarding the reasonableness of rules and regulations established from time to time by the Company or the meaning, interpretation or application of such rules. The decision of the Arbitrator shall be final and binding upon the Company, the Union and the employees involved. The fees of the Arbitrator shall be shared equally between the parties. Each party shall bear the expenses of its own witnesses and counsel, except that the Company shall pay for time lost from their work in the case of employees of the Company called as witnesses by the Company.

ARTICLE VII — UNION REPRESENTATION

7.1 STEWARDS AND GRIEVANCE COMMITTEE — In order to provide full and fair representation of all employees in the unit, the number of

Stewards and Grievance Committeemen to be recognized by the Company, the departmental and shift areas of their jurisdiction, and their function in the investigation and processing of their grievances within the scope of the grievance procedure shall be the subject of a Letter of Understanding between the parties. The Union will provide the Company with a list of the names of the persons to be so recognized and any changes in respect thereto which may from time to time be made.

7.2 REPRESENTATION PROCEDURE — The representatives of the Union specified in Section 7.1 and the Local Union President shall be permitted reasonable periods of time off from their work in the investigation and adjustment of grievances under the grievance procedure. An employee who desires representation shall so notify his Supervisor who, in turn, shall make arrangements with the representative's Supervisor to release the representative as soon as practicable. When such representative enters another department he shall report to the Supervisor of that department when he enters and when he leaves and shall report back to his Supervisor when he returns. The Union agrees that it will not engage in grievance matters during working time to an unreasonable extent or in such manner as to interfere unreasonably with normal production work. This reporting procedure shall apply also in the case of representatives having official representation business in the plant during their off hours.

7.3 INTERNATIONAL REPRESENTATIVE — The duly authorized representative of the International Union shall, upon making prior arrangements with the Company be allowed to discuss pending grievances with affected employees during working hours. Such representative shall be entitled to visit the plant for the purpose of investigation and adjusting grievances. Such visitation shall be conducted in such a way as not to interfere unreasonably with normal production work.

ARTICLE VIII — WAGES

- 8.1 WAGE RATES — The Schedule of Wage Rates which shall apply during the term of this Agreement shall be as provided in Appendix A, which is attached hereto and made part hereof.
- 8.2 WAGE PAYMENT — Wages shall be paid on an established day each week. No more than seven (7) days of pay shall be withheld for bookkeeping purposes. Each employee shall be paid at the wage level of the job classification in which he is working.
- In the event an employee's paycheck is incorrect and he is short an amount in excess of fifty (\$50.00) (gross), he shall be paid the discrepancy (adjusted for taxes) by special check which will be provided as soon as practical.
- 8.3 TRUCK DRIVERS — Truck Drivers shall be paid fifty (50) cents per hour in addition to their regular hourly rate when sent on overnight trips.
- 8.4 SERVICE PERSONNEL — Service personnel will receive fifty (50) cents per hour over their regular rate outside service assignments for hours worked on the assignment.
- 8.5 NEW AND/OR CHANGED JOBS — The Company shall have the right to establish the rates and job levels for new job classifications whenever a significant change occurs which so sufficiently affects the level of skills, knowledge, responsibility, training and the like, as to render the existing rate of the job inappropriate in comparison with the rates of other existing job classifications. Prior to posting, the Company will meet with the Union within thirty (30) working days in order to discuss the job description of the new or changed job.

ARTICLE IX — VACATIONS

- 9.1 AMOUNT — Each employee in the employ of the Company who meets the eligibility requirements outlined in 9.2 shall be entitled to a vacation with pay as follows:

After one (1) year of service 7 days

After three (3) years of service	10 days
After five (5) years of service	12 days
After nine (9) years of service	17 days
After fifteen (15) years of service	19 days
After twenty (20) years of service	22 days

9.2 ELIGIBILITY — Eligibility of an employee for the first week or any additional weeks of paid vacation shall be granted upon the employee’s anniversary date. In the case of employees with one (1) or more years of service to the Company, their eligibility for paid vacation time shall be granted on the first day of the calendar year. No employee with one (1) or more years of service shall be entitled to a vacation unless:

- A. They have earnings in at least 26 of 52 pay periods in the previous calendar year or:
- B. Have worked 1040 hours in the previous calendar year.
- C. Vacation accrual for eligibility purposes for employees absent from work due to a compensable disability arising out of and in the course of employment under workers’ compensation law or sickness and accident shall be capped at 26 weeks.

9.3 VACATION PAY — Each week of vacation pay to which an employee is entitled shall be based upon forty (40) hours at the employee’s hourly rate inclusive of shift premium at the time vacation is taken. Employees leaving the service of the Company shall be paid as follows:

- A. LAID OFF EMPLOYEES — Laid off employees shall be paid any unused vacation for the calendar year in which they are laid off, and any vacation they have earned for the following year by working in the current calendar year as follows:

- B. Current Years Vacation — The current years vacation shall be paid at the employees request during the current calendar year, but not later than the second pay period in December of that year.
- C. Earned Vacation for the Following Year — Earned vacation for the following year shall be payable in the same manner as above during the calendar year that it would normally have been taken. Earned vacation is prorated on the basis of hours worked during the prior calendar year divided by 1040 hours times the amount of vacation eligibility, not to exceed the maximum number of days eligible per the schedule outlined in Article 9, Section 1.
- D. EMPLOYEE DEATH — If an employee who is eligible for vacation should die, a payment equivalent to the amount of earned vacation for the current calendar year and the following calendar year for which he was eligible at the time of his death shall be made to his estate.
- E. EMPLOYEES RETIRING FROM ACTIVE SERVICE — Employees, who have met the eligibility under Section 9.2(A) and are retiring from the service of the Company, who have not used their earned vacation for the current calendar year shall be entitled to their earned vacation for the current calendar year plus earned vacation for the following year based on the number of hours worked during the current calendar year divided by 1040 hours the amount of vacation eligibility, not to exceed the maximum number of days eligible per the schedule outlined in Article 9, Section 1.
- F. EMPLOYEES WHO QUIT OR ARE DISCHARGED — Employees leaving the service of the Company who have not used their earned vacation for the current calendar year shall be entitled any vacation not received, and the prorated vacation for the following year at one-twelfth (1/12) of their earned vacation for each completed month of service during the calendar year, in which they left the service of the Company (more than 15 calendar days in the final month equals a month).

9.4 SCHEDULING —

- A. Vacations shall, so far as is practicable, be granted employees at times most desirable to them. Longer service employees will be given preference in their selection, but the final right to allot vacation periods and the right to change such allotments is exclusively reserved to the Company in order to insure orderly and productive operations. The company will establish vacation quotas by Classification and employees will schedule vacation by March 31 of the vacation year by seniority; otherwise vacation must be scheduled and approved on a first come – first served basis.
- B. There shall be no carryover of vacation, or pay in lieu of vacation, beyond the vacation year in which it falls due.
- C. Scheduled full or one half ($\frac{1}{2}$) day vacation: Employees are permitted to take vacation in $\frac{1}{2}$ day increments, either for the first four (4) hours or last four (4) hours of their shift. Employees must give a minimum of twenty-four (24) hour notice prior to the start of the vacation.
- D. The scheduled $\frac{1}{2}$ day vacations above are limited in number to a maximum six (6) $\frac{1}{2}$ days total per calendar year.
 - 1. Vacation notice requirement is based on amount of vacation requested:
 - i One business day request for one (1) day (8 work hours)
 - ii Five business day request for five (5) days (40 work hours) and so on.
- E. Call in full one day at a time vacation days:
 - 1. Employees can call in for vacation days one half ($\frac{1}{2}$) hour before the start of their shift only three (3) times during a calendar year* except no call ins will be allowed:
 - i on the day before or after a Holiday
 - ii on the Monday following Super Bowl Sunday, or

- iii on five (5) days to be designed by Management at least fifteen (15) days in advance.

9.5 SHUTDOWN — The Company has the exclusive right to shut down the plant for vacation purposes. The period of shutdown normally scheduled by the Company shall fill the period between the Christmas and New Year's Holidays. The Company shall in any event post the dates of such shutdown periods 60 days in advance. Should work be available during the mid-year shutdown it will be assigned to qualified employees with no vacation eligibility. Should additional employees be required remaining employees will be asked/scheduled on a seniority and qualifications basis.

9.6 VACATION CASH-IN – Employees may cash in up to 50% of their vacation each calendar year in full day increments only (rounded up) provided that they elect to cash in these days prior to the second pay date in December.

A. Payment for vacation cash out will be made in the pay period following the pay period when the written request is submitted to the payroll department.

9.7 Family Medical Leave:

A. If an employee has five (5) vacation days available at the time he makes a request for Family Medical Leave, the employee is required to use any days of vacation concurrent with FMLA leave.

B. Should the Company have a reasonable suspicion that an employee is abusing the use of Family Medical Leave (e.g. pattern of FMLA intermittent leave on Mondays and Fridays) then the Company may require the employee to provide medical documentation for each FMLA absence consistent with applicable Federal recertification guidelines.

ARTICLE X — BEREAVEMENT PAY

10.1 BEREAVEMENT PAY — Each employee who has completed their probationary period shall be granted time off with eight (8) hours of straight time pay for each scheduled work day lost for a period of three (3) work days within seven (7) calendar days of the date of each death except in the case of delayed interment in the case of death of the employee's spouse, child, parent, sister or brother, grandparent or great grandparent, or mother-in-law or father-in-law and stepmother (1 time only), stepfather (1 time only) and stepchildren in the case of a brother-in-law or, sister-in-law, such shall be limited to one (1) day. One (1) unpaid day shall be granted for aunts and uncles, grandchildren or great grandchildren of the employee or grandparents and great grandparents of the employee's spouse.

Scheduled vacation or holiday time will not be included in the seven (7) calendar day calculation.

ARTICLE XI - GROUP INSURANCES - PENSIONS

11.1 COVERAGES AND BENEFIT LEVELS — The Company shall, at its expense during the life of this Agreement, maintain for all employees who have completed their probationary period, programs providing medical and surgical benefits, non-occupational sickness and accident benefits, life and accidental death and dismemberment benefits, and dental insurance as more particularly specified in Appendix B, attached to and made part hereof. The benefits and the terms and conditions relating thereto shall be subject to and governed by the policy or policies of insurance or other documents relating thereto.

11.2 FUNDING — The Company shall have the sole and exclusive right at any and all times to determine whether the specified benefits shall be funded by a plan of self-insurance, in whole or in part, or by a policy or policies of insurance with a responsible insurance carrier and to change such insurance carrier/s and or benefit plans whenever it shall deem such action to be advisable. It is expressly understood and agreed, however, that regardless of the method of funding or the insurance carrier/s and or benefit plans used by the Company, the

benefits herein provided for the employees and/or their dependents, or benefits relatively equal thereto if the Company changes insurance carrier(s) and or benefit plans, shall be guaranteed for the terms of this Agreement.

11.3 FEDERAL OR STATE HEALTH PLANS — If, and to the extent, that the national health care reform program, as enacted by Congress results in any duplication of benefits or additional cost burdens to the Company or its employees, the Company and the Union shall agree to reopen negotiations for the sole and limited purposes of addressing such issues.

11.4 UNIVERSAL LIFE INSURANCE - The Company agrees to have an acceptable representative present the options of a Universal Life Insurance Policy to Union Employees. This meeting will be scheduled for approximately one hour during an employee's normal scheduled shift. The Company agrees to pay for the time spent at such meeting.

11.5 401K PLAN - The Company will match employee contributions to the 401K plan dollar for dollar up to a maximum of six hundred (\$600) dollars per year.

ARTICLE XII — PRODUCTIVITY

12.1 PRODUCTIVITY — The Union recognizes the responsibilities imposed upon it as collective bargaining agent and realizes that in order to provide opportunity for continuous employment, good working conditions and fair wages, the Company must be in a strong market position, which means it must produce at the lowest possible cost consistent with fair labor standards. The Union agrees that it will cooperate with Company in obtaining a full days work from the employees, to combat absenteeism and other practices that may restrict production, to prevent accidents and to foster good customer relations with the Company.

ARTICLE XIII — MANAGEMENT RIGHTS

- 13.1 MANAGEMENT RIGHTS — Except to the extent specifically abridged by a provision of this Agreement, the management of the Company retains all rights to manage the business and direct the work forces as those rights existed prior to this or any previous agreement.
- 13.2 These rights include, but are not limited to, the right to hire, transfer, promote, demote, lay off for lack of work or other legitimate reasons, discipline or discharge for cause, and to determine the products to be manufactured and the methods, means and processes of manufacture, the schedule of production, the hours and shifts, to establish rules for conduct and safety, and to maintain discipline and efficiency of employees, and are the sole and exclusive rights and responsibilities of management.

ARTICLE XIV — NON-DISCRIMINATION

- 14.1 NON-DISCRIMINATION — The Company and the Union agree that they shall not discriminate against any employee on the grounds of race, creed, age, color, sex, sexual orientation, national origin, religion, disability, marital status, ancestry, status as a veteran or disabled veteran, service in the Armed Forces Reserves, National Guard or uniformed services or union membership and that they will comply with all state and federal laws as amended from time to time.
- 14.2 GENDER REFERENCES — Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender as well and a singular usage shall include the plural and vice versa, all as the context shall require.

ARTICLE XV — NO STRIKE — NO LOCKOUT

- 15.1 NO STRIKE — NO LOCKOUT — The Union agrees that it will not authorize a strike, sit-down, or work stoppage. The Company agrees that it will not engage in a lockout of the employees. Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown, or a strike may be disciplined or discharged in the discretion of the Company. It is agreed that the question as to whether an employee or group of employees actually engaged in such prescribed activity may be submitted to the grievance procedure.
- 15.2 The Union further agrees that it will take every reasonable means which are within its powers to induce employees engaged in a strike or work stoppage, in violation of the terms of this Agreement, to return to work.

ARTICLE XVI — SAFETY

- 16.1 SAFETY COMMITTEE — In order to promote safe working conditions within the plant, the Company and the Union agree to maintain a Joint Safety Committee to meet monthly to discuss safety problems and recommend corrective action.
- 16.2 PERSONAL PROTECTIVE EQUIPMENT
- A. Safety Shoes — The Company agrees to pay up to ninety-five dollars (\$95.00) to purchase approved standard safety shoes or up to one hundred and five dollars (\$105.00) for metatarsals per year. Finishing Operators who primarily perform Air Arc work and Pour Off Crew will be reimbursed up to four hundred and forty dollars (\$440.00) per contract year for the purchase of required safety shoes.
1. There will be no carry over of un-reimbursed safety shoe allowance at the end of each contract year. Employees must be actively working to be eligible for the shoe allowance as described above.

B. Safety Glasses — The Company shall provide an employee's first pair of approved industrial safety glasses. Thereafter, the Company shall pay up to seventy-five dollars (\$75.00) towards the purchase of prescription safety glasses one time, per contract year for any employee needing such glasses.

ARTICLE XVII — SAVINGS CLAUSE

17.1 SAVINGS CLAUSE — If any provision or part of this Agreement is in conflict with any applicable federal or state law or regulation, or its interpretation or application, such provisions shall be deemed to be deleted from this Agreement or shall be deemed to be in effect only to the extent permitted by such law regulation. In the event that any provision of this Agreement is thus rendered inoperative, the remaining provisions shall nevertheless remain in full force and effect.

ARTICLE XVIII — MISCELLANEOUS

18.1 BULLETIN BOARDS — The Company agrees to post job openings in locked glass enclosed bulletin boards. The location of these bulletin boards needs to be determined. Employees interested in bidding on a job must see their supervisor to sign the job bid.

18.2 JURY DUTY — Any employee required to serve in a jury shall be paid for such time lost up to 8 hours of pay at his regular rate for each day served. Second and third shift employees shall also be reimbursed on the same basis provided they report for work the day following final release from jury duty.

18.3 EMPLOYEE RECORD — The Company shall for the purpose of continuing a disciplinary sequence use only those verbal warnings that occurred within the prior year, and only those other corrective actions that occurred within prior two (2) years. This does not apply to actions resulting in loss of pay.

18.4 SUBSTANCE ABUSE / TESTING – All employees are subject to the terms and conditions of the Drug and Alcohol Workplace Policy and Procedure as agreed to by the Company and the Union on November 19, 2003, during the life of the agreement.

Article XIX – SUCCESSORSHIP CLAUSE

19.1 Should the Company, during the term of this Agreement, sell, lease, or otherwise transfer its interest in the Ashland PA, facility, the Company shall require that the prospective buyer or transferee of the Ashland facility recognize the Union as the exclusive bargaining representative of the production and maintenance employees at the Ashland facility.

ARTICLE XX — TOTAL QUALITY

20.1 TOTAL QUALITY POLICY STATEMENT — Ashland Foundry and Machine is committed to being a Total Quality Company. Each employee will strive to meet the agreed upon requirements of all internal and external customers the first time and every time. This will be accomplished by continual improvement through education, training, teamwork, and innovation.

ARTICLE XXI — TERM OF AGREEMENT

21.1 TERM OF AGREEMENT — This Agreement shall be in full force and effect from August 11, 2017 to and including 12:00 noon on August 15, 2020 and thereafter shall continue in full force and effect from year to year unless at least sixty (60) calendar days prior to any expiration date, either party gives written notice to the other in writing of its intention to terminate or modify this

UNITED STEELWORKERS (USW)

ASHLAND FOUNDRY AND
MACHINE WORKS, INC.

Leo W. Gerard
International President

Ralph Clendenin

Stan Johnson
International Secretary-Treasurer

Don Ney

Thomas Conway
International Vice President -Administration

Beth Freeman

Frederick D. Redman
International Vice President - Human Affairs

Stephen Shaffer

Robert McAuliffe
Director, District 10

Joseph B. Pozza, III
Sub-District Director

LOCAL UNION 14372-00 COMMITTEE:

APPENDIX A
WAGES

July, 2017

Level	Rate
1	17.26
2	17.42
3	17.62
4	17.93
5	18.39
6	18.67
7	18.94
8	19.46
9	19.79
10	20.05
11	20.26
12	22.58

August 6, 2018 base rates increase 1.5%

August 5, 2019 base rates increase 2.0%

APPENDIX B

B.1 MEDICAL/RX — A health care program covering usual and customary fees for professional services is provided, further details are available by referring to the plan document.

B.2 All current employees will be responsible to contribute the following amounts of the total weekly premium of such coverage:

<u>Effective Date</u>	<u>2017</u>	<u>1/1/2018</u>	<u>1/1/2019</u>	<u>6/1/2020</u>	<u>Contribution</u>
HMO Fifteen Hundred deductible - Single	32.80	32.80	32.80	32.80	21%
HMO Fifteen hundred/ Three thousand deductible – 2 Person	111.89	111.89	111.89	111.89	31%
HMO Fifteen Hundred/ Three Thousand deductible – Family	121.16	121.16	121.16	121.16	31%

(Premiums for years 2018-2020 are estimates and will be based on the actual cost at renewal. The parties agree to work together to find ways to save costs which will help to reduce premiums for employer and employees)

- A. Deductible \$1,500 individual and \$3,000 family. Many covered services are paid before deductible.
- B. The Company will provide a hospital and accident indemnity plan (GAP) which pays cash payments to employees to help offset out of pocket costs. Details of the GAP plan are provided in the plan document.
- C. The Company will pay the plan the total premium less employee contribution required for such coverage for the term of the Agreement.

B.3 OPT OUT OF MEDICAL PLAN: Active employees may “opt out” (during open enrollment or if a qualified family change in status occurs) of Company sponsored health care coverage and receive the following monthly amounts less taxes:

Single	\$200
Two Party (Employee + 1)	\$300
Family	\$400

(Prior year Medical Plan participation will determine participation level above).

- A. To be eligible to receive these payments, the employee must provide proof of medical coverage from another source.
- B. Participation will cease at the time of separation from the Company or cessation of active employment.

B.4 Sickness and accident insurance will be four hundred and fifty dollars (\$450.00) per week up to a maximum of 26 weeks eligibility is determined based on the plan document.

B.5 Group term life insurance, with an accidental death and dismemberment rider, shall be in force in the amount of thirty-five thousand dollars (\$35,000.00) per employee.

B.6 Supplemental Life Insurance The Company will offer Supplemental Life Insurance for employees and dependents. The rates of such insurance are subject to change. Details of such plans will be made available to employees at open enrollment.

B.7 DENTAL INSURANCE: The Company agrees to offer a dental plan with “A” and “B” options. Current premiums and coverage as detailed in the plan document.

B.8 Vision – The Company will continue to offer vision coverage premiums based on current ratio.

APPENDIX C

C.1 Combination of NBPO and Furnace Operator positions

C.2 Current employees in the NBPO and Furnace Operator positions, shall be trained to the A level within 2 years of the date of ratification. Any current employee in the NBPO or Furnace Operator position who does not receive the training necessary to achieve the A level in the 2 year period, at no fault of their own, shall be automatically elevated to the A level. If, and to the extent, the 2 year training period, referenced above, is interrupted for more than 30 days, based upon any leave of absence, including workers' compensation or sickness and accident, then upon such employees return to work, the training period shall resume where it left off.

JOB NAME	LEVEL
Machinist	
A	11
B	9
C	7
Foundry Worker	
A	10
B	8
C	4
Finishing Operator	7
Melt Deck Worker	
A	10
B	8
C	6
Pattern Maker	
A	11
B	9
C	7
D	4
Welder	
A	9
B	7
C	4
Foundry Tool Repair	7
Systems Repair Technician	
A	12
B	11
C	9-10
Maintenance Mechanic	
A	9
B	7
C	4

Maintenance Welder	9
Material Handler	6
Parts Shop Mechanic (Lynx)	
A	11
B	9