



# Labor Agreement between New Day Aluminum and United Steelworkers



October 28, 2016 - October 28, 2021

2016 Labor Agreement

between

New Day Aluminum LLC – Gramercy

&

United Steelworkers

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New Day Aluminum LLC and United Steelworkers**

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1 **2016 LABOR AGREEMENT**

2 This agreement, dated October 28, 2016, (the "Agreement") is between NEW DAY  
3 ALUMINUM LLC (the "Company") and UNITED STEELWORKERS, AFL-CIO (the  
4 "Union"). The provisions of this agreement shall become effective October 28, 2016, except as  
5 otherwise expressly provided herein.

6 **ARTICLE 1**

7 **PURPOSE OF AGREEMENT**

8 It is the intent and purpose of the parties hereto to set forth herein in accordance with and subject  
9 to the Labor Management Relations Act, 1947, as amended, the basic agreement covering rates  
10 of pay, hours of work, and conditions of employment to be observed between the parties hereto  
11 with respect to the employees covered hereby and as hereinafter defined.

12 The parties recognize and agree it is their intent and purpose in entering into this agreement to  
13 further the mission of New Day Aluminum LLC to build a sustainable, integrated aluminum  
14 company founded on growth and successful long-term relationships with our customers, co-  
15 workers, suppliers, communities and investors. In furtherance of these ends, the Company and  
16 Union jointly and mutually declare it to be their purpose and intention to carry out in good faith  
17 the provisions of this agreement

- 18 **A.** Pursuant to the terms and provisions of Article 9 (Seniority) and Article 24 (Job  
19 Bid, Job Transfer, Promotion, Demotion) of the Agreement between New Day  
20 Aluminum LLC and the United Steelworkers, AFL-CIO, dated October 28, 2016,  
21 (hereinafter referred to as the Labor Agreement) the Company and the Union have  
22 established seniority practices and procedures pertaining thereto, to be followed at  
23 the Gramercy Plant in cases of promotion, demotion and in cases by layoff and  
24 recall.
- 25 **B.** The purpose of these procedures and provisions is to define the seniority of  
26 employees and to set forth the circumstances under which seniority provisions  
27 will be applicable with respect to assignment of employees.
- 28 **C.** In all cases of promotion except those positions excluded under the definition of  
29 "Employees" in Article 2 of this Labor Agreement, and in all cases of increase or  
30 decrease in forces, the factors listed below shall apply in order listed:

- 31 1. Seniority
- 32 2. Ability to perform work
- 33 3. Physical fitness

34  
35 Ability to perform work shall mean the employee's ability to be trained to do the job in an  
36 average workmanlike manner and does not include other skill, aptitude, or special training which  
37 might raise him above an average workman.

1 **ARTICLE 2**

2 **SCOPE OF AGREEMENT**

3 The term “employee” or “employees” as and wherever used in this Agreement shall include  
4 those employees of the Company including any expansions to the existing workforce at its plant  
5 located in Gramercy, Louisiana, as follows; all production and maintenance employees, but  
6 excluding executives, administrative and professional employees, office and clerical employees,  
7 guards, full-time first aid and safety employees, foremen and any other supervisory employees  
8 with the authority to hire, promote, discharge, discipline or otherwise effect changes in the status  
9 of employees or effectively recommend such action.

10 **Bargaining Unit Work**

11 When Management establishes a new or changed job in a plant so that duties involving a  
12 significant amount of production or maintenance work, or both, which is performed on a job  
13 within the bargaining unit (or, in the case of new work, would be performed on such a job) are  
14 combined with duties not normally performed on a job within the bargaining unit, the resulting  
15 job in the plant shall be considered as within the bargaining unit. This provision shall not be  
16 construed as enlarging or diminishing whatever rights exist in respect of withdrawal of non-  
17 bargaining unit duties from a job in the bargaining unit, provided that where non-bargaining unit  
18 duties are placed in a job in the bargaining unit under this provision, such duties may be  
19 withdrawn at any time. Management shall, on request, furnish to the Union reasonable  
20 information to permit determination of questions of compliance with this provision.

21 Should any problems arise which might be subject to such a clause if it were in the contract, it  
22 may, after being processed through the grievance procedure, be referred by either party to a  
23 discussion between representatives of the Company's Human Resources Department and  
24 representatives of the Union's International Office. In the event such discussion does not resolve  
25 any such problem, either party to such discussion may refer it to the next contract negotiation for  
26 solution. This shall not, however, deprive the Union of the right to submit such matter to  
27 arbitration under the terms of the Labor Agreement.

28 It is agreed that no letters of agreement dated and signed before the Effective Date of this  
29 Agreement will be valid for any purpose, except those letters identified in Exhibit 1. Any letter  
30 agreements entered into after the Effective Date of this Agreement must be signed by the Human  
31 Resource Manager and an International Representative in order to be valid.

32

1 **ARTICLE 3**

2 **RECOGNITION AND UNION SECURITY**

3 **A.** The Company recognizes the Union as the exclusive bargaining agency for its employees  
4 for the purposes of collective bargaining in respect to rates of pay, wages, hours, or other  
5 conditions of employment. The provisions of this Agreement constitute the sole  
6 procedure for the processing and settlement of any claim by an employee or the Union of  
7 a violation by the Company of this Agreement. As the representative of the employees,  
8 the Union may process grievances through the grievance procedure, including arbitration,  
9 in accordance with this Agreement or adjust or settle the same.

10 **B.** All employees shall become members of the Union or in States where that cannot be  
11 required, pay fees and dues (as set forth below) on the ninety-first (91st) calendar day  
12 after going to work or the effective date of this Agreement, whichever is the later, and  
13 thereafter pays fees and dues as required by law. Each employee covered by this  
14 Agreement who fails to acquire or maintain membership in the Union shall be required as  
15 a condition of employment beginning on the thirty-first (31st) calendar day following the  
16 beginning of such employment or the effective date of this Agreement, whichever is later,  
17 to pay to the Union each month a fair share fee as a contribution toward the  
18 representation by the Union of the bargaining unit. The fair share fee for the first month  
19 shall be in an amount equal to the Union's regular and usual initiation fee and monthly  
20 dues, and for each month thereafter in an amount equal to the regular and usual monthly  
21 dues. For the purposes of this Section, an employee shall not be deemed to have lost his  
22 membership in the Union in good standing until the International Treasurer of the Union  
23 shall have determined that the membership of such employee in the Union is not in good  
24 standing and shall have given the Company a notice in writing of that fact.

25 The parties recognized the mutual desirability of establishing a coordinated program of  
26 orientation for new employees at the time of hire or in the course of pre-employment  
27 processing.

28 Accordingly, during the term of this Agreement, the headquarters of the International  
29 Union will develop an appropriate education program of not more than two hours'  
30 duration designed for presentation by representative designated by the Union in facilities  
31 provided by the Company at various locations. The Union will consult with the Company  
32 in the development and implementation of the program. It is further understood that the  
33 local parties will coordinate the Union orientation sessions as to content and timing with  
34 the Company orientation program at each location. All materials, papers, texts, visual  
35 aids and other educational or informational aids for the Union orientation program will be  
36 furnished by the Union at its expense. Any other costs incidental to the program shall be  
37 paid by the Company.

38 **C.** All employees who are hired by the Company after the date of execution of this  
39 Agreement shall be reported promptly to the Union by the Company, but in no case will  
40 reporting be delayed beyond thirty (30) days.

1 **D.** The first ninety (90) days of actual work shall be deemed a probationary period and  
2 during such probationary period an employee may be laid off, or terminated at the  
3 discretion of the Company. Probationary employees continued in the service of the  
4 Company subsequent to the ninetieth (90th) day of actual work after the first day worked  
5 shall receive full seniority credit from the date of first day worked. If an employee is laid  
6 off; or terminated during his probationary period and is rehired within one (1) year  
7 thereafter, the days worked prior to such transfer, layoff; or termination shall be added to  
8 the days worked after rehire in determining the completion of his probationary period. If,  
9 however, such an employee is rehired within two weeks of his last transfer, layoff, or  
10 termination from employment at the plant, his seniority date will be the date of hire for  
11 his prior employment.

12 **E.** The Company will furnish a list of bargaining unit employees upon request. For each  
13 employee included in the list and for whom the Company has received a written  
14 assignment, not irrevocable for a period of more than one (1) year or beyond the  
15 termination date of this Agreement, whichever occurs sooner, executed by the employee  
16 concerned authorizing the Company so to do, the Company shall deduct dues on a per  
17 pay basis using the earnings of each pay as the base including if so indicated on such  
18 lists, the initiation fee due the Union, as designated to the Company by the International  
19 Treasurer of the Union. The amount of such deductions and the conditions applying  
20 thereto shall continue as specified herein above, except as changes may be required to  
21 provide for continued conformance with applicable provisions of the Constitution of the  
22 International Union. All amounts deducted by the Company from the pay of any  
23 employee hereunder shall be remitted by the Company to the "International Treasurer,  
24 United Steelworkers, Post Office Box 951667, Cleveland, Ohio 44193." The Company  
25 will check off dues from a lump sum vacation payment made to an employee for the  
26 appropriate number of months covered by such payment for which dues are not otherwise  
27 checked off.

28 **F.** The Union hereby indemnifies the Company and holds it harmless against any and all  
29 suits, claims, demands and liabilities that shall arise out of or by reason of any action that  
30 shall be taken by the Company for the purpose of complying with the foregoing  
31 provisions of this Article, or in reliance on any list or certificate which shall have been  
32 furnished to the Company under any of such provisions.

33 **G. Authority of Local Union Officials**

- 34 1. No local officials (Union or Company) may make any agreement which modifies  
35 or contravenes the terms of the Labor Agreement unless it is approved by the  
36 USW International Representative and the Human Resources Manager.  
37 2. Therefore, unless the International Union is specifically enumerated as having  
38 sole Union authority, and except as stated in 1. above, local Union officials may  
39 make agreements with the local Company officials relative to matters arising  
40 under the Labor Agreement, letters and/or memoranda of understanding and such  
41 agreements are valid and binding upon both parties.  
42

1 **H.** So that we may maintain close liaison to provide mutual attention to the administration  
2 and application of the Labor Agreement, New Day Aluminum LLC and the Union will  
3 establish a joint committee which will meet quarterly for the purposes of exchanging  
4 information and views on business issues and of reviewing the state of the business. A  
5 representative of

6 New Day Aluminum LLC owners will attend at least annually.

7 Safety and Health matters arising under Article 14 of the Labor Agreement shall, at the  
8 request of either party, be placed on the agenda for discussion and review at these  
9 quarterly meetings.

10 **I.** USW-PAC - Checkoff

11 1. USW-PAC

12  
13 The Company agrees that it will check off and transmit to the Treasurer of the USW PAC  
14 all contributions to the USW Political Action Fund from the earnings of those employees  
15 who voluntarily authorize such contributions on forms provided for that purpose by the  
16 USW PAC. The amount and timing of such check off deductions and the transmittal of  
17 such voluntary contributions shall be as specified in such forms and in conformance with  
18 any applicable state or federal statute.

19 The signing of such USW-PAC check-off form and the making of such voluntary annual  
20 contributions are not conditions of membership in the Union or of employment with the  
21 Company.

22 The Union shall indemnify and hold the Company harmless against any and all claims,  
23 demands, suits or other forms of liability that shall arise out of or by reason of action  
24 taken or not taken by the Company for the purpose of complying with any of the  
25 provisions of this Agreement.

26 The United Steelworkers Political Action Committee supports various candidates for  
27 federal and other elective office, is connected with the United Steelworkers, a labor  
28 organization, and solicits and accepts only voluntary contributions, which are deposited  
29 in an account separate and segregated from the dues fund of the Union, in its own fund-  
30 raising efforts and in joint fund-raising efforts with the AFL-CIO and its Committee on  
31 Political Education.

32 2. Check-off

33  
34 a) The Company shall provide for a voluntary check-off, in the amount  
35 specified in the USW-PAC check-off authorization form provided by the  
36 Union, only at those master contract facilities where the Union is the  
37 recognized collective bargaining agent and only for those employees who  
38 are so represented by the Union.  
39

- 1                   b)    PAC payroll deductions will be allowed in increments of \$.25 on a weekly  
2                   basis only. Deductions based on authorization cards provided to the  
3                   Company three (3) weeks in advance of each calendar quarter will be  
4                   commenced at the beginning of each such quarter.  
5  
6                   c)    The amounts so deducted shall be remitted at the end of the month  
7                   following each calendar quarter to the Treasurer of the United  
8                   Steelworkers Political Action Fund, Five Gateway Center, Pittsburgh, PA,  
9                   15222. Such submittal shall include a printout listing the employee by  
10                  plant, their social security number and the amount of deductions for each  
11                  of such employees. The authorization form as well as the nature of the  
12                  political action fund, i.e., limited to federal candidates or a mixed purpose  
13                  fund for federal, state and local candidates, shall conform to any  
14                  applicable state or federal statute.  
15  
16                 d)    The Union shall indemnify and hold the Company harmless against any  
17                  and all claims, demands, suits or other forms of liability that shall arise out  
18                  of or by reason of any action taken by the Company under this letter, or in  
19                  reliance on any list, notice or authorization furnished by the Union under  
20                  this letter. The Union also agrees that any solicitations made for  
21                  participation in this program shall be done in compliance with the  
22                  applicable local plant rules.  
23  
24                 e)    Under the Federal Election Campaign Act the Company is obligated to  
25                  charge for, and the Union agrees to reimburse the Company for, the  
26                  expenses the Company incurs in making this check-off deduction. In that  
27                  regard the Company shall, after each quarterly computer run, submit to the  
28                  Treasurer of the USW-PAC a bill for expenses incurred by the Company,  
29                  in making the deductions and producing a computer run of the employee's  
30                  deductions. The Union's reimbursement check should be payable to New  
31                  Day Aluminum LLC and mailed to 1111 Airline Hwy, Suite 3370,  
32                  Gramercy, LA 70052, attention Financial Accounting.  
33  
34                 f)    This letter shall remain in effect for the term of the Agreement or until the  
35                  Act or the regulations promulgated there under are amended to prohibit  
36                  the undertakings set forth in this letter whichever shall first occur.  
37

1 **ARTICLE 4**

2 **RATES OF PAY**

3 **A. Standard Hourly Wage Scales**

- 4
- 5 1. The Standard Hourly Wage Scale shall be as set forth in Appendix A of this
- 6 Agreement.
- 7
- 8 2. Copies of the applicable Labor Grades shall be made available to Union officers.
- 9 In addition, at the beginning of each calendar quarter-year, the Company shall
- 10 supply Union officers with and shall post on appropriate bulletin boards a list
- 11 showing, by job class and applicable standard hourly wage rate, and by applicable
- 12 shift differential amount per hour, the job number and title of all jobs then in
- 13 effect. Information as to any revisions occurring between quarterly posting dates
- 14 shall be available to Union officers upon request. It is understood that any errors
- 15 made in compiling the lists above referred to shall be corrected.
- 16

17 **B. Application of Standard Hourly Wage Scale**

- 18
- 19 1. The standard hourly rate for each job shall be the lowest hourly wage rate for such
- 20 job, as provided in Appendix A. Employees bidding into a job during the term of
- 21 this Agreement and any new hires shall be assigned the standard hourly rate for
- 22 the job into which they bid or are hired.
- 23
- 24 2. Each hourly wage rate established under the foregoing Subsection 1 of this
- 25 Section B is recognized as the rate of a fair day's pay on the job and is:
- 26
- 27 a) The established rate of pay for all hours of work or allowed time on a non-
- 28 bonus job;
- 29
- 30 b) The established minimum rate of pay for purposes of the minimum
- 31 guarantee set forth in Appendix A.
- 32
- 33 3. The established rate of pay for each production or maintenance job, other than a
- 34 trade or craft job as defined in Subsection 1 of this Section B, shall apply to any
- 35 employee during such time as the employee is required to perform such job.
- 36
- 37 4. Upgrades
- 38 An employee upgraded to a higher rated job during a shift shall retain the
- 39 applicable higher rate for all hours worked during the remainder of that shift.
- 40
- 41 5. Substitute Work - Rates of Pay
- 42 The Agreement between the Company and the Union provides that employees
- 43 may be assigned to substitute work.
- 44

1 The Company and the Union agree that employees so assigned shall be paid the  
2 rate in effect for the substitute work or at their regular rate, whichever is higher,  
3 for all hours worked during the remainder of the shift.  
4

5 Such temporary rate classifications will not apply for those employees who  
6 relieve other employees of a higher classification during such period as may be  
7 deemed necessary for lunch or personal relief.  
8

9 **C. Job Description and Classification**

10  
11 For the purpose of processing and approving descriptions and classifications for new and  
12 changed jobs, Union and Company Inequities Committees shall be established. The  
13 Union Inequities Committee shall be composed of not more than three employees of the  
14 plant designated as representatives of the Union. The Company Inequities Committee  
15 shall be composed of not more than three representatives of plant Management.  
16

17 1. Existing Jobs

18  
19 Existing jobs are those for which descriptions and labor grade designations have  
20 been agreed upon by the Union and the Company. The agreed-upon descriptions  
21 and labor grade assigned to existing jobs shall continue in effect unless the  
22 description and classification are changed in accordance with mutual agreement  
23 of officially designated representatives of the Company and the Union.  
24

25 2. New Jobs

26  
27 The parties do not anticipate that it will be necessary to change the job description  
28 set forth in this agreement or their corresponding labor grades. The procedure set  
29 forth below is provided in the unlikely event that a change is required in the  
30 future.  
31

32 1. The jobs provided for under this agreement are set forth in Appendix B.

33  
34 2. The job description and labor grade for each job in effect as of the date of  
35 this agreement shall continue in effect unless changed by mutual  
36 agreement of the company and USW International Union, or by a decision  
37 by the Arbitrator pursuant to Paragraph 7 below.  
38

39 3. In the event the Company chooses to modify the duties of an existing job  
40 or create a new job, it shall follow the procedure outlined below.  
41

42 4. The Company shall meet with the Union and present it with a written  
43 description of how it intends to modify an existing job or a complete  
44 description of a proposed new job. The description shall include:  
45

- 1 a. the requirements of such new or modified job in the areas of  
2 training, skill, responsibility, effort and surroundings  
3 (Requirements);  
4  
5 b. the Company's view as to how these Requirements compare to the  
6 Requirements for existing jobs at the plant; and  
7  
8 c. Based on Paragraphs (a) and (b) above, at what rate the Company  
9 believes the job should be paid.  
10  
11 5. The union shall be provided with any additional information requested in  
12 connection with its assessment of the new or modified jobs.  
13  
14 6. If the parties are unable to agree upon the appropriate duties and rate of  
15 pay for the new or modified job, they shall submit their dispute to  
16 arbitration using a procedure to be developed by the parties.  
17  
18 7. The arbitrator shall base his or her decision on the Requirements of the  
19 new or modified job and how those Requirements compare to the  
20 Requirements of the existing jobs at the plant.  
21

22 **D. Description and Classification of Repair and Maintenance Jobs**

23  
24 1. Trade or Craft Jobs  
25

26 It is recognized that due to the nature of the services to be performed in  
27 rehabilitation of facilities, and in repair and maintenance work, the requirements  
28 of the jobs as to training, skill, responsibility, effort and working conditions will  
29 vary from time to time. In addition to those considerations of job content, it is  
30 understood and recognized that the varying qualifications and abilities of the  
31 individual employees will be taken into account in the determination and  
32 elimination of wage rate inequalities and reduction of classifications to the  
33 smallest practical number. Therefore, it is agreed that:  
34

- 35 a) The term "Trade or Craft Jobs" shall be understood to include the  
36 following jobs:  
37

38 Air Conditioning Mechanic/Specialist  
39 Carpenter/Painter/Insulator  
40 Electrical Specialist  
41 Garage Mechanic  
42 General Repairer Mechanical  
43 Instrument Specialist  
44 Machinist  
45

- 1                   b)    The foregoing trade or craft jobs have been described and classified in  
2                   accordance with this Agreement. These descriptions reflect the general  
3                   scope of duties which a fully qualified journeyman may be called upon to  
4                   perform in the plant, and the classifications reflect the job's requirements  
5                   as to training, skill, responsibility, effort, and working conditions. On any  
6                   work assignment a trade or craft employee is expected to perform tasks  
7                   related and incidental to the assignment, not requiring specialized skills or  
8                   training, but necessary for the completion of the assignment, even though  
9                   the work may be a primary function of another classification.
- 10
- 11                  c)    All other jobs in all repair and maintenance shops have been:
- 12
- 13                   (1)    Described on the basis of facts as they exist; and
- 14                   (2)    Assigned a Labor Grade by the agreement of the parties.
- 15
- 16                  d)    Except for the transitional rates set forth in Appendix A, for each job there  
17                  is established a single standard hourly wage rate equal to the plant  
18                  standard hourly wage scale rate for the labor grade of the job.
- 19
- 20                  e)    The responsibility of determining the necessary qualifications, skills and  
21                  abilities required for an employee to perform a job shall be made by the  
22                  Company and not subject to the grievance procedure. The decision of the  
23                  company to disqualify an employee or determine that an employee is not  
24                  qualified to hold a job may be subject to the grievance procedure.
- 25
- 26                  f)    The number of trade or craft employees and the number of employees on  
27                  other repair and maintenance jobs shall be determined by the Company.  
28                  Displaced trade or craft employees may be placed on other jobs, and shall  
29                  be paid the applicable standard rate for the job.
- 30
- 31                  g)    The Company reserves the right to implement a multi-craft classification,  
32                  subject to C.2, *supra*.

33

34                  2.    Assigned Maintenance Jobs

35

36                  It is recognized and understood that: (1) the inherent nature of assigned  
37                  maintenance work is such that the requirements of the job as to training, skill,  
38                  responsibility effort and working conditions may vary from day to day; and (2) to  
39                  achieve maximum productivity, employees are called upon to perform varying  
40                  duties in discharging the responsibilities of their assignments. These duties may  
41                  include tasks related to, or incidental to, the maintenance assignment and  
42                  necessary for the completion of the assignment, but not requiring specialized skill  
43                  or training, even though the work may be the function of another classification.  
44                  Therefore, it is agreed that:

45

1 a) The term “assigned maintenance jobs” shall be understood to mean all  
2 jobs, other than those covered in the foregoing Subsection 1 of this  
3 Section, in which employees are assigned to perform field inspection,  
4 repair, replacement, installation, adjustment, and greasing or oiling of  
5 facilities and equipment and includes the following Plant Services jobs:

6  
7 Lubrication Specialist  
8 Toolroom Repairer  
9 MEO  
10 Plant Services Spare

11 b) All assigned maintenance jobs have been:

12 (1) Described on the basis of facts as they normally exist; and

13 (2) Assigned a Labor Grade by the agreement of the parties.

14 c) For each job classification thus developed, there is established a single  
15 standard hourly wage rate equal to the standard hourly wage scale rate for  
16 the respective Labor Grade assigned to the job.

17 d) Assigned maintenance jobs of a general repair nature which reflect the full  
18 scope of job content (requirements as to training, skill, responsibility,  
19 effort, and working conditions) involved in the inspection, repair,  
20 replacement, installation, adjustment and maintenance of all equipment in  
21 major producing departments have been described, classified, and  
22 assigned identifying titles such as “Repairer.”

23 e) Assigned maintenance jobs of a general repair nature which involve lower  
24 job content than a job as defined in Paragraph d. above have been  
25 described, classified, and assigned an appropriate title, such as “Repairer  
26 (Mechanical).”

27 f) The number of assigned maintenance employees shall be determined by  
28 the Company.

29 g) The Company reserves the right to assign to process and field operator  
30 roles routine maintenance, preventative maintenance or equipment  
31 adjustments not requiring specialized skills or training. 

32 h) The General Repairer role may include providing production support as  
33 well as trade and craft duties that the employee is qualified to perform and  
34 does not require specialized skills or training.

1 **E. Apprenticeship and/or On-the-Job Training Programs for Trade, Craft, Assigned**  
2 **Maintenance Jobs**  
3

4 The Company and the Union agree that apprenticeship programs and/or on-the-job  
5 training programs for trade, craft, and assigned maintenance jobs shall be established  
6 where it is practicable to do so. Trainees will be employed where there is an identifiable  
7 and foreseeable need. Apprenticeship programs which may be established shall be in  
8 conformity with the Federal Apprenticeship Standards. Upon request, representatives of  
9 the Company and the Union will meet to discuss and work out details regarding such  
10 programs.  
11

12 To assist in this regard, the parties have agreed to “Guidelines Relating to the  
13 Establishment of Apprenticeship and/or On-the-Job Training Programs for Trade, Craft  
14 and Assigned Maintenance Jobs”, (See Appendix C). Training programs may vary and,  
15 therefore, should be established and maintained in accordance with the Guidelines and  
16 plant needs and work requirements. Each such training program must contain an equal  
17 employment opportunity statement which insures that initial hire into the pool of present  
18 employees, and the selection of trainees from the pool, shall be made on a completely  
19 nondiscriminatory basis. Training programs should provide that trainee vacancies will be  
20 filled consistent with present seniority practices. Any tests or examination procedures  
21 utilized in determining eligibility for trainee vacancies should be directly related to the  
22 duty and performance requirements of the particular job involved. Proposed training  
23 programs should be reviewed with the appropriate representatives of the Federal and/or  
24 State Apprentice and Training Bureaus for possible approval and/or registration and sent  
25 to the designated representatives of the Company and the International Union for review  
26 prior to implementation. If representatives of the Company and the Union Committee  
27 cannot reach agreement on local training programs, the matter may be referred to the  
28 respective chairmen of the Company and the Union Negotiating Committees who will  
29 designate representatives to resolve the matter.  
30

31 Notwithstanding the fact that a training program may be in effect, the Company will  
32 continue to fill Trade, Craft, or Assigned Maintenance jobs from the outside where  
33 qualified employees are not available.  
34

35 **F. Corrections of Errors**  
36

37 Notwithstanding any provisions of this Article, errors in application of rates of pay shall  
38 be corrected.  
39

40 **G. Pay**  
41

42 Pay shall be by direct deposit to a financial institution account designated by the  
43 employee. For those employees unable to access on line their payroll information, the  
44 Company will provide an arrangement for them to be able to do so.  
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**ARTICLE 5**

**SHIFT DIFFERENTIALS AND SCHEDULE PREMIUM SHIFT DIFFERENTIALS**

- A. Shift Differentials shall be paid for work performed on the afternoon shift and for work performed on the night shift as follows:

Afternoon Shift – 3% of the Employee’s base hourly rate  
Night Shift – 5% of the Employee’s base hourly rate

Night Shift – 5% of the Employee’s base hourly rate

For calculating the Shift Differential for 12-hour shift employees, refer to the 12 Hour Shift Agreement in Appendix D.

- B. No shift differential shall be paid for any hours worked that fall within the day shift, with the exception that night shift employees continuing to work into the day shift shall continue to receive the night shift differential.

- C. Shifts shall be identified in accordance with the following:

**8 Hour Shifts:**

1. Day shift includes all turns regularly scheduled to commence between 6:00 a.m. and 8:00 a.m., inclusive.
2. Afternoon shift includes all turns regularly scheduled to commence between 2:00 p.m. and 4:00 p.m., inclusive.
3. Night shift includes all turns regularly scheduled to commence between 10:00 p.m. and 12:00 midnight, inclusive.

**12 Hour Shifts:**

1. Day shift commences between 4:00 a.m. and 6:00 a.m., inclusive.
2. Night shift commences between 4:00 p.m. and 6:00 p.m., inclusive.

**12 Hour Maintenance Shifts:**

1. Day shift commences between 6:00 a.m. to 8:00 a.m.
2. Night shift commences between 6:00 p.m. to 8:00 p.m.

By agreement, the Company and the Grievance Committee may adjust all, but not less than all, of the foregoing two-hour periods up to one hour earlier or later as provided herein.

- D. Shift differential shall be included in the calculation of overtime compensation. Shift differential shall not be added to the base hourly rate or bonuses for the purpose of calculating bonus earnings, but shall be computed by multiplying the hours worked by the applicable differential and the amount so determined added to earnings.

- 1 E. Any hours worked by an employee on a regularly scheduled shift which commences at a  
2 time not specified in Paragraph C., above shall be paid as follows:  
3  
4 1. For hours worked which would fall in the prevailing day shift of the department,  
5 no shift differential shall be paid.  
6  
7 2. For hours worked which would fall in the prevailing night shift of the department,  
8 the night shift differential shall be paid.  
9  
10 3. Where two or more overlapping shifts, exclusive of the regularly scheduled shift  
11 which commences at a time not specified in Paragraph C. above, prevail in a  
12 department, the prevailing day shift shall be deemed to be from 7:00 a.m. to 3:00  
13 p.m., the prevailing afternoon shift from 3:00 p.m. to 11:00 p.m., and the  
14 prevailing night shift from 11:00 p.m. to 7:00 a.m.  
15  
16 F. Any hours worked by an employee on a regularly scheduled shift which commences at a  
17 time not specified in Paragraph C., 12 Hour Shifts, above shall be paid as follows:  
18  
19 1. For hours worked during the day shift, the day shift differential shall be paid.  
20  
21 2. For hours worked during the night shift, the night shift differential shall be paid.  
22  
23 G. Shift differential shall be paid for call-out or reporting time when the hours for which  
24 payment is made would have called for a shift differential if worked.  
25

26 **H. SCHEDULE AND WEEKEND PREMIUM**  
27

28 The Schedule and weekend premium shall be Thirty (30) cents per hour.  
29

- 30 1. When an employee's schedule cycle calls for him to work other than from  
31 Monday through Friday in any work week, he shall be paid the premium for all  
32 time worked while he is on such schedule cycle. If the schedule cycle of such  
33 employee includes work weeks of Monday through Friday in each of half or more  
34 of the work weeks of the schedule cycle, the schedule premium shall not be  
35 payable for the Monday through Friday work weeks but shall be payable for other  
36 work weeks of the schedule cycle.  
37  
38 2. With respect to employees not covered by the preceding paragraph when an  
39 employee works on Saturday or Sunday and is not compensated pursuant to  
40 Article 7.C.1.c. for such work, he shall be paid the premium for all time worked in  
41 such work week. Employees working more than 4 hours at straight time on  
42 Saturday or more than 4 hours at less than double time on Sunday shall be entitled  
43 to the Schedule and Weekend Premium for that week.  
44  
45 3. Schedule and Weekend Premium shall be included in the calculation of overtime  
46 compensation. An employee's schedule and weekend premium shall be included

1 with the hourly rate only in the calculation of pay for hours worked (including  
2 overtime hours) and allowed time in accordance with Article 7.H.  
3

4 For the purposes of this provision the work week shall in all cases commence on  
5 Monday.  
6

7 **ARTICLE 6**

8 **HOURS OF WORK**

9 A. This Article is intended to define the normal hours of work and shall not be construed as  
10 a guarantee of hours of work per day or per week, or of days of work per week. This  
11 Article shall not be considered as any basis for the calculation of overtime.  
12

13 B. The normal work day shall be either (1) eight (8) consecutive hours of work followed by  
14 sixteen (16) hours of rest in a consecutive twenty-four (24) hour period, or (2) twelve  
15 (12) consecutive hours of work as set forth in Appendix "D" 12-Hour Continuous Shift  
16 Operations, excepting that recognized rest and relief period shall be deemed to be time  
17 worked.  
18

19 C. The Company will exercise its efforts in good faith, subject to the requirements of  
20 efficient operations, to the end that employees will be scheduled on a basis of a normal  
21 work week of five (5) consecutive work days followed by a rest period of forty-eight (48)  
22 consecutive hours.  
23

24 D. 16 Hours of Work Limit  
25

26 It is the Company policy to confine hours of work to 16 hours within a 24-hour period.  
27

28 It is understood that the only deviation from this policy could occur in the event of a  
29 major emergency beyond the control of the Company, such as a hurricane.  
30

31 It is further understood that is the responsibility of the employee to notify the supervisor  
32 soliciting overtime that he or she has already worked 16 hours within a 24-hour period.  
33 Failure to advise the solicitor accordingly will relieve the Company of any bypass  
34 liability.  
35

36 E. Should it be necessary, in the interest of efficient operations, to establish schedules  
37 departing from the normal work week, the Company and the Chairman of the Grievance  
38 Committee, at the request of either, shall confer, together with the Department Grievance  
39 man of the department affected, to determine whether, based upon the facts of the  
40 situation, mutually satisfactory modified schedules can be arranged, but the final right to  
41 arrange working schedules rests with the Company, in order to avoid adversely affecting  
42 the operation of the plant.  
43

44 F. Determination of the starting time of the daily and weekly work schedules shall be made  
45 by the Company after discussion with the Grievance man for the department affected, and

1 such schedules may be changed by the Company from time to time to suit varying  
2 conditions of the business; provided, however, that indiscriminate changes shall not be  
3 made in such schedules. All schedule changes shall be posted not later than 3:00 p.m. on  
4 Thursday preceding the week they become effective.  
5

6 G. Schedule Change Penalty  
7

8 In applying the following items to schedule changes made by the Company after 3:00  
9 p.m. Thursday, any required payment to the employee shall be limited to only one of the  
10 three provisions. Further, it is agreed that this payment shall be in accordance with the  
11 provision which generates the greater payment.  
12

- 13 1. Schedules may be changed at any time provided, however, that any changes made  
14 subsequent to Thursday of the week preceding the week in which the change is to  
15 be effective shall be explained at the earliest practicable time to the appropriate  
16 Union representative of the employee affected. Provided further that changes in  
17 schedules shall not be made after Thursday of the week prior to the work week  
18 affected **except for breakdowns or reasons beyond the control of the local**  
19 **Management.** Should changes be made in schedules contrary to the above so that  
20 an employee does not work on a day that he has previously scheduled to work he  
21 shall be paid four (4) hours' pay at his standard hourly rate.  
22
- 23 2. In the event an employee's schedule is changed, and he is required to work on  
24 what otherwise would have been his sixth (6th) or seventh (7th) consecutive day  
25 in the work week had his schedule not been changed, the employee shall be paid  
26 the appropriate overtime rates for such day or days, provided he worked all of his  
27 scheduled shifts in that work week. The provisions of this paragraph G. shall not  
28 apply if the employee is notified of the schedule change prior to 3:00 p.m. on  
29 Thursday of the preceding week.  
30
- 31 3. If the Company changes an employee's schedule during a workweek in cases  
32 where it is for the convenience of the Company, such employee shall be notified  
33 at the earliest practicable time. Such an employee shall be guaranteed the same  
34 number of hours of work during that week he would have received had he not  
35 been changed, provided he did not lose hours of work from some other cause; i.e.,  
36 illness, absenteeism, etc.  
37

38 Promotions, demotions, reductions in force, and transfers at the employee's requests are  
39 not considered to be for the convenience of the Company.  
40

- 41 H. In recognition of the difficulties imposed upon the Company through failure of  
42 employees to comply with working schedules, an employee reporting late for or  
43 absenting himself from work without just cause may be disciplined by the Company,  
44 subject to the provisions of this Agreement. Any such discipline shall be issued to the  
45 employee within fourteen (14) calendar days, excluding vacation days or other scheduled  
46 days on which the employee is absent, unless otherwise agreed locally. Employees shall,

1 wherever possible, give prior notice to the Company whenever they either report late or  
2 absent themselves from work.

3  
4 I. Lunch Scheduling

5  
6 Arrangements will be made so that employees can eat lunch reasonably close to the  
7 middle of the shift. Every effort will be made to apply this policy consistently. Deviations  
8 will occur only under unusual or abnormal circumstances.

9  
10 It was agreed that the Maintenance Departments will eliminate the 10-minute morning  
11 break and, at the same time, extend the lunch break, from 20 minutes to 30 minutes. In  
12 the afternoon, employees will not be transported for the break period, rather the  
13 employees will break in a lunchroom or other suitable facility in the area where they are  
14 working. However, if employee(s) are performing work in a location where there is no  
15 suitable facility, that employee(s) will be provided transportation to a suitable facility.

16  
17 J. Shift Schedules and the number of employees working and assigned for each shift shall  
18 be determined by the Company. Any material change to a shift schedule, absent an  
19 emergency, will be preceded by 30-day notice to the Union.

20  
21 **ARTICLE 7**

22  
23 **OVERTIME AND ALLOWED TIME**

24 **A. Purpose**

25  
26 This Article is intended to provide the basis for calculation of, and payment for, overtime  
27 and allowed time and shall not be construed as a guarantee of hours of work per day or  
28 per week, or days of work per week.

29 **B. Definition of Terms**

- 30 1. "Week" as used in this Article shall mean and consist of the seven-day period  
31 beginning at 12:01 A.M. Monday, or at the shift changing hour nearest that time.
- 32 2. "Overtime Rates" as used in this Article shall mean the rates for the overtime  
33 hours worked as provided in Section C of this Article.

34 **C. Conditions Under Which Overtime Rates Shall Be Paid**

- 35 1. Except as provided in Paragraph 2, immediately following, overtime rates shall be  
36 paid for:
- 37 a) Hours worked in excess of eight (8) hours within the twenty-four (24)  
38 hour period commencing with the time an employee begins work, except  
39 that a tardy employee's work day shall begin at the time it would have  
40 begun had he not been tardy. However, for the purpose of determining

- 1 hours worked in excess of eight (8) hours under this sub-section, an  
2 employee shall be considered to have commenced work on time if he is no  
3 more than two (2) hours late, provided he shall only be paid for hours  
4 actually worked.
- 5 b) Hours worked in excess of forty (40) hours in a week.
- 6 c) Hours worked on the sixth (6th) or seventh (7th) consecutive days worked  
7 in the week; provided, however, that partial days worked shall for the  
8 purpose of this Paragraph be considered as days actually worked only if  
9 the failure to complete the day's work shall be due to the fault of the  
10 Company or an injury to the employee compensable under Workers'  
11 Compensation or when the employee receives allowed time under  
12 Subsection H.2. or Subsection H.3. of this Article.
- 13 d) Hours worked on Sunday, except that time and one-half will be paid for  
14 time worked on Sundays.
- 15 e) For Split Shift overtime pay, hours worked on scheduled off days will be  
16 paid as sixth (6th) day for their first scheduled day off and as seventh (7th)  
17 day for the second scheduled day off, provided that all scheduled hours are  
18 worked within the week.
- 19 2. The Company will endeavor in good faith to make an equitable distribution of  
20 overtime, but this provision shall not be deemed to guarantee equal distribution of  
21 overtime, since it is not intended to preclude the Company from maximum  
22 utilization of competent or skilled workers in the interest of efficiency and  
23 economy.
- 24 3. Overtime payments shall not be duplicated for the same hours worked under any  
25 of the terms of this Agreement and, to the extent that hours are compensated for at  
26 overtime rates under one provision, they shall not be counted as hours worked in  
27 determining overtime under the same or any other provisions; provided, however,  
28 that when a holiday occurs on any day for which overtime would not otherwise be  
29 paid the hours worked on such holiday shall be counted as hours worked in  
30 determining overtime under the provisions of Subsection C.1. of this Article.
- 31 4. The overtime rate to be paid employees shall be one and one-half (1&1/2) times  
32 the regular rate of pay for the occupation on which the overtime hours are worked  
33 except seventh (7<sup>th</sup>) consecutive day work shall be double time.
- 34 5. Employees who perform work on scheduled days off during any calendar week  
35 shall be paid at the overtime rate for all such time actually worked, provided that  
36 an employee who fails to work all scheduled shifts during a calendar week shall  
37 not be eligible for the overtime rate for the number of hours worked on a day off  
38 equal to the number of scheduled hours he failed to work during such week.  
39 However, hours worked for which overtime payments are paid under this  
40 Subsection of Article 7.C.4. shall not be considered as "hours worked" for the

1 purposes of computing any other overtime payments except for hours worked on  
2 the sixth (6th) and/or seventh (7th) consecutive days worked in the calendar week.  
3 This Article 7.C.4. shall become inoperative in the event the “normal work week”,  
4 as set forth in Article 6, should be reduced to less than five (5) days by mutual  
5 agreement between the Company and the Union.

6 If an employee works at least six hours on a shift, the day on which the shift was  
7 worked shall be counted as a day worked for the sixth and seventh consecutive  
8 day overtime purposes.

- 9 6. Employees who are called out to work on the graveyard shift (11-7) and work a  
10 minimum of five (5) hours have the option of working their regular scheduled day  
11 shift. They must personally contact their immediate supervisor or the Plant Guard  
12 if the work is completed prior to 7 AM regarding their decision.

13 If this practice creates undue hardship on the Company’s ability to run the  
14 operations, the parties will meet to resolve any problems.

15 **D. Union Business**

- 16 1. Time lost from work by local union representatives on plant related union  
17 business except for a work stoppage of any type shall be considered as time  
18 worked during the workday or week for the purpose of calculating overtime.

19 2. **Charging Overtime For Union Business**

20 PURPOSE: To set forth the understanding reached by the parties regarding the  
21 charging of overtime of employees who decline available overtime to attend a  
22 union meeting or function.

23 Employees who decline available overtime for the purpose of attending a union  
24 meeting or function shall not be charged for such overtime.

25 It is expressly understood that the foregoing understanding on overtime charging  
26 is in no way intended to preclude the Company from requiring employees to work  
27 overtime consistent with the provisions of local overtime agreements, letters of  
28 understanding, etc.

29 **E. Overtime Bypass**

30 When the local overtime distribution system indicates that a particular employee should  
31 have been offered an overtime assignment, and that the employee was bypassed for that  
32 assignment, he will be given the opportunity to work at an overtime assignment on a day  
33 of his choosing within 30 days of bringing the bypass to the attention of the Company.

1 **F. Call-out Sheet - Description of Work**

2 Supervisors will write on the call-out sheet a brief description of the job(s) that the  
3 employee was called out to perform. This brief description will only be written on the  
4 call-out sheet for the employee(s) who accepted the call-out.

5 **G. Craft Overtime Solicitation**

6 The following agreement outlines the manner in which overtime will be solicited for the  
7 Maintenance crafts:

- 8 1. Overtime will be offered by job(s) when specific jobs are needed for overtime  
9 assignment. In the case of a unit failure or shutdown; i.e., boiler, gas turbine, etc.,  
10 where the overtime to be worked involves a multiplicity of jobs, overtime will be  
11 solicited on a unit basis.
- 12 2. The Company and Union agree that the ability to effectively cover plant  
13 emergencies and essential needs, beyond the Company's current rights to assign  
14 work and force overtime, are critical. Therefore, necessary overtime will be  
15 offered to those who have volunteered for overtime, by hours. Those who have  
16 volunteered for overtime must accept any overtime offered, unless such overtime  
17 puts the employee outside of the maximum number of hours that can be worked  
18 pursuant to Article 6 (D) or would result in a direct conflict with their normal  
19 work schedule. The Company and Union will work together to manage the  
20 overtime volunteer/solicitation process in a manner that ensures that required  
21 coverages are met. In the event the process described herein proves ineffective in  
22 providing the necessary coverage, the parties agree to discuss and implement a  
23 system of assigned coverage.
- 24 3. Management will determine job priority and will determine the order of job  
25 solicitation.
- 26 4. Employees may be pulled off any assignment during the shift if Management  
27 deems it necessary. Job priorities and assignments may change during a given  
28 shift and may even change between the time the employees are solicited and the  
29 time work begins. It is understood that employees who accept overtime  
30 assignments on a given shift will work the overtime needed on that shift, even  
31 though priorities and jobs change.
- 32 5. An employee working one job on an overtime basis may be required to work  
33 additional jobs following completion of the first job; i.e., holdover employees  
34 may be required to work the balance of the overtime shift.
- 35 6. Maintenance employees may be held over for job continuity purposes for a  
36 maximum of 2 hours.
- 37 7. Continuation of an employee's shift does not constitute forced overtime.

- 1 8. Employees will not be allowed to choose overtime job(s). Each employee will be  
2 offered an assignment as his/her turn comes up, and once assigned, the Company  
3 will continue down the list as necessary. When the list is exhausted, the Company  
4 may force under the guidelines of the agreement concerning forcing. In any event,  
5 no employee must be offered more than one overtime opportunity for a holdover  
6 shift, regardless of the number of overtime jobs available. Employees who  
7 volunteer for overtime assignments must accept any assignment when offered.

8 **H. Conditions Pertaining to Allowed Time**

- 9 1. Employees who are regularly scheduled and who do report for work on time shall  
10 be paid, in the event no work for which they were scheduled is available, for their  
11 regularly scheduled daily hours of work (a minimum of eight (8)) at the rate in  
12 effect for the occupation for which they were scheduled. The employees so  
13 scheduled may be assigned to substitute work for which they may be qualified in  
14 lieu of their being released, and shall be paid at the rate in effect for the substitute  
15 work or for which they reported for work, whichever is the higher. Should  
16 employees refuse such assignment, they shall not receive the allowed time pay.

17 The phrase “when the employee receives allowed time under Subsection H.2. or  
18 H.3. of this Article,” means that if allowed time is paid under Subsections H.1. or  
19 H.3. on a particular day, that day is counted in determining sixth and seventh  
20 consecutive days worked in the workweek. All allowed time payment, including  
21 payment on the sixth and seventh consecutive days worked in the workweek,  
22 would be at the straight time rate. Work performed or payment of allowed time as  
23 a result of a call-out under Subsection H.5. does not qualify as a day worked for  
24 the purposes of determining sixth or seventh consecutive days worked in a  
25 workweek.

26 **Scheduled Day Off:**

- 27 2. Employees who are notified to report for work on a scheduled day off and who do  
28 report on time shall be paid, in the event no work for which they were notified is  
29 available, for the designated number of hours at the rate in effect for the  
30 occupation for which they were notified to report for work; provided, however,  
31 such employees shall be guaranteed a minimum of eight (8) hours' work or pay at  
32 the rate in effect for the occupation for which they were notified to report for  
33 work. Such notification to report for work under this Subsection shall be given the  
34 employee before he finishes work on his last regularly scheduled shift prior to his  
35 day or days off. The employees so notified may be assigned to substitute work for  
36 which they may be qualified in lieu of their being released, and shall be paid at  
37 the rate in effect for the substitute work or for which they reported for work,  
38 whichever is the higher. Should employees refuse such assignment, they shall not  
39 receive allowed time pay or the eight (8) hours guarantee of work or pay.

40 Employees who are notified to report on a scheduled day off to work for a  
41 designated number of hours are guaranteed an allowed time payment for that

1 designated number of hours, with minimum guarantee of eight hours of pay. For  
2 example, if an employee is notified to report for three hours of work on his day  
3 off, and reports on time, he has a minimum guarantee of eight hours' pay.

4 3. An employee who is not notified in accordance with Subsection H.2. of this  
5 Article but who is called out to work a full shift on his day or days off and who  
6 reports on time for such shift shall be paid, in the event no work for which he was  
7 called out is available, for the number of hours of such shift at the rate in effect  
8 for the occupation for which he was called out. The employee so called out may  
9 be assigned to substitute work for which he may be qualified in lieu of his being  
10 released, and shall be paid at the rate in effect for the substitute work or for which  
11 he was called out, whichever is the higher. Should the employee refuse such  
12 assignment he shall not receive the allowed time pay. An employee is notified  
13 under this Subsection when:

14 a) He is notified to report for work as a replacement for an absent member of  
15 a crew, and he does report, either at the beginning of the shift for the crew  
16 for which he is a replacement or at any time he is notified to report during  
17 that shift, the shift being the hours which have been designated by the  
18 Company for the crew; or

19 b) He is notified to report to supplement a crew which has been previously  
20 scheduled and he does report, provided he reports at the beginning of the  
21 scheduled shift of the crew, the shift being the number of hours as  
22 designated by the Company for the crew; or

23 c) He is notified to report for work where no crew has been notified in  
24 accordance with Subsection H.2., and he reports at the beginning of the  
25 shift which is designated by the Company to him at the time of  
26 notification.

27 The following example shows the manner of payment of allowed time: If there is  
28 a designated six-hour shift for a crew of employees who had been notified under  
29 Subsection H.1. and one member of the crew, who had been so notified in advance  
30 of that shift, could not work because of sickness, another employee could be  
31 called out under Subsection H.3. as a replacement. If such replacement reported at  
32 the beginning of the designated shift for the crew, he would be eligible for  
33 allowed time payment up to a maximum of six hours. If, because of the shortness  
34 of the notice, the replacement reported one hour after the beginning of the  
35 designated shift, he would only be eligible for a maximum allowed time payment  
36 for the balance of the shift, which under this example would be five hours.

37 4. Cancellation of Overtime Shifts

38 If an employee's overtime shift is cancelled within four (4) hours of the time he is  
39 scheduled to report to work, he will be eligible to receive allowed time pay if told  
40 not to report. However, if the employee does report to work and the work for

1 which he was scheduled has been cancelled, postponed, etc. he may be offered  
2 other work in his classification, or substitute work. Should the employee refuse  
3 the other work in his classification or the substitute work, the employee will not  
4 receive the allowed time pay.

5 5. Call-out

6 An employee called out to perform work before or after but not continuous with  
7 his daily working schedule shall be paid for not less than eight (8) hours' work at  
8 the rate in effect for the occupation for which the employee was called out. An  
9 employee called out is subject to perform any assigned work. An employee is  
10 considered "called out" under this Subsection H.5. whenever he is notified after  
11 his scheduled shift ends that he is to perform work of an indefinite duration before  
12 he is next scheduled to work. "Continuous with", as used in this Subsection H.5.,  
13 shall not be applicable to those employees who are called out, for more than four  
14 (4) hours in advance of their shift; or in those instances where overtime  
15 agreements already in effect are applicable. It is also understood and agreed that  
16 this entire Subsection H.5. shall apply only to actual "call-outs" between shifts  
17 and not to those instances wherein the schedules are provided or changed on  
18 previous shifts.

19 An employee called out within two (2) hours prior to the start of a shift shall make  
20 every attempt to report at the start of the shift or as soon thereafter as practical,  
21 however, the employee shall have up to a maximum of two (2) hours in which to  
22 report to work. The employee shall receive allowed time from the start of the shift  
23 until the time he reports to work, but in no event more than two (2) hours.

24 An employee is called out when:

- 25 1. He is called out to work on his day off, but only if he begins work at a  
26 time other than at the starting time of a scheduled shift, or
- 27 2. He is called out to perform work within the twenty-four hour period from  
28 the starting time of his last scheduled shift worked, regardless of whether  
29 or not he begins his call-out at the beginning of a scheduled shift.

30 General:

- 31 1. In all instances, an employee must meet all applicable contractual  
32 conditions to be eligible for allowed time payment.
- 33 2. The hours worked added to the hours for which allowed time payment is  
34 made are not to exceed in total the hours for which the employee was  
35 either regularly scheduled or notified to report.

1           6.     In the event that:

- 2                   a)     Strikes, work stoppages in connection with labor disputes, failures of  
3                             utilities beyond the control of the Company, or acts of God, interfere with  
4                             the work being provided; or
- 5                   b)     An employee is not put to work or is laid off after having been put to  
6                             work, either at his own request or due to his own fault, or
- 7                   c)     The Company gives reasonable notice, as determined by the Company and  
8                             the Grievance Committee, of a change in schedule or reporting time and  
9                             that the employee scheduled or notified to report for work need not report.

10                   then the provisions of this Section H. do not apply.

11   **I.     Pay for injury on the Job**

12           Any employee suffering an injury on the job arising out of his work, which in the opinion  
13           of the Company Doctor or Nurse renders him unable to continue work, shall receive pay  
14           at the rate either straight time or overtime, he was being paid at the time of the injury for  
15           the balance of the shift on which the injury occurred. If the employee is sent to the plant  
16           medical department, or to a non-plant medical facility without being admitted and is  
17           required to remain at the medical department or facility for medical examination or  
18           treatment beyond the end of the shift upon which he was injured, such time shall be paid  
19           as hours worked. In addition, the Employee will be paid if the Company schedules an  
20           examination or treatment on a day other than the day on which the injury occurred.

21           It shall be understood that the Company will accept an employee's personal physician's  
22           opinion, in lieu of the Company Doctor or Nurse's determination, for all purposes  
23           specified in Article 7.I. provided: (1) the employee has reported the injury to the  
24           Company on the shift on which it occurred, and (2) the employee, upon return to work  
25           presents the Company with a letter or certificate from his physician which verifies the  
26           fact that the employee was treated by the physician and in the physician's opinion he was  
27           unable to work or continue work on the day in question.

28           In all cases where the employee has reported the injury on the shift on which it occurred  
29           or the Company acknowledged that the injury occurred on that shift and the employee  
30           submits medical certification that he was unable to work, the Company shall promptly  
31           pay the employee the appropriate "Pay for Injury on the Job." The Company may,  
32           however, challenge the employee's entitlement to such payment and should it thereafter  
33           be established that the employee was not entitled to such payment, the Company shall  
34           recover the payment from the employee's earnings.

35           It is not the intent of this section to provide pay in addition to that received under  
36           applicable Workers' Compensation statutes. If an employee is paid under this provision  
37           and the company is directed to or inadvertently pays Workers' Compensation for the  
38           same day, the overpayment will be deemed to be recoverable from the employee's  
39           earnings.

1 **J. Forced Overtime**

2 When it becomes necessary to force employees to work overtime, the section  
3 superintendents will communicate the need to force to the appropriate grievance  
4 representatives. The parties agree that employees will be forced, if necessary, when one  
5 or more of the following conditions are present:

- 6 1. A serious safety problem exists;
- 7 2. Critical spares need maintaining;
- 8 3. To maintain continuity of operations;
- 9 4. Environmental deadlines must be met;
- 10 5. Economic penalties will be incurred, such as ship demurrage.

11  
12 This agreement relates only to the forcing of straight day employees and employees on  
13 shifts other than 12 hour/21 turn shift operation. The forcing of twelve-hour shift/21 turn  
14 shift employees is governed by the Twelve-Hour Shift Agreement.

15 **K. Weekend Tandem**

16 Regarding an interpretation of Article 7, C.1.a., with respect to the case of an employee  
17 working a full shift on Sunday and a full shift on Monday, all of which falls within a 24-  
18 hour period, commencing at the beginning of the Sunday shift.

19 In such case, it is understood that the time worked on Monday shall be paid at appropriate  
20 overtime rate for all hours worked, irrespective of the end-of-the-week break, or the lack  
21 of consecutive work hours. The following three examples illustrate this understanding:

22 **EXAMPLE 1**

	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.	Mon.
11-7								8
7-3	8	8	8	8	8		8	
3-11								
Pay Hours	8	8	8	8	8		12	12

23  
24 **EXAMPLE 2**

	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.	Mon.
11-7								8
7-3								
3-11	8	8	8	8	8		8	
Pay Hours	8	8	8	8	8		12	12

25  
26 **EXAMPLE 3**

	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.	Mon.
11-7								

7-3							8B
3-11	8	8	8	8	8	8A	8C
Pay Hours	8	8	8	8	8	12A	12B 8C

1

2 Explanation:

- 3 a) "A" is paid at time and one-half because of overtime.
- 4 b) "B" is paid at time and one-half because of its tandem relationship to "A" and is  
5 within the 24-hour period.
- 6 c) "C" is paid at straight time because it is within the succeeding 24-hour period.

7 Any hours paid on the tandem basis shall not be used for overtime payment calculation in  
8 the subsequent week.

9 **L. Scheduled Day Off**

10 The attached examples illustrate the intent and application of Article 7, Paragraphs C.5.  
11 and H.2. of the Labor Agreement.

12 **ARTICLE 7, Paragraph C.5.**

13

SCHEDULE	<u>Mon.</u>	<u>Tues.</u>	<u>Wed.</u>	<u>Thurs.</u>	<u>Frid.</u>	<u>Sat.</u>	<u>Sun.</u>
	8	8	0	0	8	8	8
<b>Example 1:</b>							
<b>Hours Worked</b>	8	8	8	0	8	8	8
<b>Hours Paid</b>	8	8	12	0	8	8	12
<b>Example 2:</b>							
<b>Hours Worked</b>	8	8	8	8	8	8	8
<b>Hours Paid</b>	8	8	12	12	8	12	16
<b>Example 3:</b>							
<b>Hours Worked</b>	8	8	8	0	8	0	8
<b>Hours Paid</b>	8	8	8	0	8	0	12

1 **M. Overtime Lunch Program**

2 The company shall continue to furnish an overtime meal to eligible employees. The same  
3 quality and quantity of meal will be furnished. The parties shall work to insure any  
4 problems that may arise are resolved.

5  
6 **ARTICLE 8**

7 **VACATIONS**

8 The following regulations shall govern the Vacation Plan for employees covered by this  
9 Agreement:

10 **A. Eligibility**

11 1. An employee shall be entitled to a vacation with pay during a calendar year if, at  
12 December 31 of the preceding year, or at any time while he is working between  
13 January 1 and November 30, inclusive, of such calendar year, he has one or more  
14 years of seniority and has either (1) worked 1000 or more hours in the  
15 immediately preceding 365 calendar days or (b) worked in at least 60% of the  
16 preceding fifty-two (52) weeks, provided during such period the scheduled work  
17 weeks have been reduced below five (5) days per week for more than twenty-six  
18 (26) weeks.

19 For the purpose of determining whether 1,000 or more hours have been worked,  
20 time lost during such 365 calendar days due to an injury arising out of Company  
21 employment, or due to jury or witness duty (Article 20), or due to bereavement  
22 leave (Article 21), or due to absence from work while on a previous year's  
23 vacation under this Article, or time lost while on Union business connected with  
24 the Company or holiday hours not worked but paid for, shall be added to the  
25 actual hours the employee worked at the rate of eight (8) hours per day but no  
26 more than forty (40) hours per week. An employee otherwise eligible who on  
27 November 30, lacks thirty-one (31) calendar days or less of the required seniority,  
28 will be deemed to have satisfied the seniority requirements for eligibility and for  
29 length of vacation.

30 2. 1 Week, 1 Day at a Time

31 a) Employees eligible for at least three (3) weeks of vacation in a year may  
32 schedule up to two (2) weeks of vacation one day at a time. Employees  
33 eligible for less than three (3) weeks of vacation may schedule one (1)  
34 week of vacation one day at a time. If an employee chooses to schedule  
35 vacation one (1) day at a time during the vacation scheduling period, that  
36 decision is final. There can be no later decision to opt for a full week of  
37 vacation.

- 1           b)    An employee cannot take more than two (2) consecutive work days at a  
2           time and no more than two (2) days in any week.
- 3           c)    All regular vacation will be scheduled prior to scheduling vacation one (1)  
4           day at a time.
- 5           d)    If an employee schedules one (1) or two (2) days during the vacation  
6           scheduling period, those scheduled days will not be cancelled, if within  
7           vacation quota per day. Such scheduled vacation days can be cancelled,  
8           based on workload, if beyond the vacation quota.
- 9           e)    If an employee schedules one (1) of two (2) days with his supervisor, in  
10          advance of 48 hours, and those days are within the quota per day, they  
11          cannot be cancelled. Such scheduled vacation days can be cancelled, based  
12          on workload, if beyond vacation quota.
- 13          f)    If an employee schedules within 48 hours of the date of vacation, the  
14          supervisor can cancel the day(s) regardless of within/without quota per  
15          day, for workload reasons.
- 16          g)    If an employee schedules one (1) or two (2) days, those days cannot later  
17          be bumped by a more senior employee desiring the same one (1) or two  
18          (2) days or wanting to reschedule a vacation week.
- 19          h)    One (1) or two (2) day vacations cannot be scheduled on holidays.
- 20          i)    Emergency one (1) or two (2) day vacations will be administered in the  
21          same manner as one (1) week emergency vacations.
- 22          j)    General Repairer, one (1) or two (2) day vacations, will be scheduled by  
23          assigned crew after regular vacation has been scheduled.
- 24          k)    Days off and pay for one-week vacation
- 25                (1)    12 Hour Shift Employees
- 26                   (a)    Receive four (4) one day vacations for the vacation week.
- 27                   (b)    Will be paid 25% of the prior 10-week average for each  
28                   day taken.
- 29                (2)    8 Hour Employees
- 30                   (a)    Receive five (5) one day vacations for the vacation week.
- 31                   (b)    Will be paid 20% of the prior 10-week average for each  
32                   day taken.

- 1 (3) Number of days to be taken and pay will be based on schedule  
 2 worked (12 hour/8 hour) when first day of vacation is taken.
- 3 l) Vacation days taken one day at a time will be taken or scheduled by  
 4 September 15th of the vacation year.
- 5 m) This policy is viewed as a major breakthrough in the vacation benefit  
 6 package and we commit to follow the established guidelines. The parties  
 7 will cooperatively monitor and audit the provisions in order to gain the  
 8 greatest benefit for all of our employees while maintaining a safe  
 9 operation in our facility. The policy is one of trust and self-discipline and  
 10 no game-playing will be tolerated.
- 11 3. An employee who, in any calendar year obtains a leave of absence for the purpose  
 12 of entering the Armed Forces, and who provides proof of having entered the  
 13 Armed Forces in such year, will be credited with hours worked at the rate of eight  
 14 (8) hours per day but not more than forty (40) hours per week during such leave  
 15 up to the date of having entered the Armed Forces, for the purpose of determining  
 16 whether 1,000 hours have been worked during the immediately preceding 365  
 17 calendar days, and will be credited with service credit for the balance of such year  
 18 for the purpose of satisfying the seniority requirements for eligibility and length  
 19 of vacation for that year. An employee who, after being honorably discharged  
 20 from the Armed Forces, is reinstated pursuant to the requirements of applicable  
 21 federal law, shall in the year of his reinstatement without regard to the hours or  
 22 weeks worked requirement be entitled to a regular vacation.
- 23 4. Seniority shall be determined by the employee's first employment and in  
 24 accordance with the provisions for the determination of seniority as set forth in  
 25 Article 9 hereof.

26 **B. Length of Vacation**

27 Regular Vacation

28 An eligible employee who has attained the years of service indicated in the  
 29 following table in any calendar year during the continuation of this Agreement  
 30 shall receive a regular vacation (except as otherwise provided) corresponding to  
 31 such years of service as shown in the following table:

<u>Years of Service</u>	<u>Weeks of Regular Vacation</u>
1 year but less than 7 years	2 weeks
7 years but less than 17 years	3 weeks
17 years but less than 25 years	4 weeks

25 years or more

5 weeks

1  
2 The Vacation taken shall consist of consecutive days and shall include Sundays  
3 and holidays; however, vacations of two (2) three (3) four (4), or five (5) weeks  
4 may consist of separate periods of one (1) week each.

5 In the calendar year in which an employee will become eligible for an additional  
6 week of paid vacation due to passing an anniversary date, the employee may take  
7 the vacation with pay in that year as long as it is scheduled to be taken *after* the  
8 employee's anniversary date.

9 **C. Vacation Scheduling**

10 1. The vacation period shall be from January 1 to December 31, inclusive. However,  
11 a vacation week which overlaps a calendar year-end will be considered to be  
12 taken in the year in which it commences.

13 2. Time lost by an employee for a period of at least an entire payroll week during the  
14 vacation period due to the necessity of reducing the working forces or due to bona  
15 fide sickness or injury or due to leave of absence shall be applied to any regular  
16 vacation time to which such employee is entitled if the employee so requests.

17 3. The Union and the Company recognize the desirability of taking regular vacation  
18 rather than working and receiving pay therefore and, consequently, except in the  
19 case of National Emergency, by mutual agreement, or except as provided  
20 employees shall take regular vacations rather than receive pay in lieu thereof.  
21 However, the employee who is required to work instead of taking time off for  
22 regular vacation shall be entitled to vacation pay in addition to his regular pay  
23 providing he has not had time lost as described applied to all regular vacation to  
24 which he is entitled.

25 4. In light of the amount of regular vacations provided by this Article, it is essential  
26 that the Union and Plant Management promptly review the vacation scheduling  
27 practices in effect, for the purpose of arriving at mutually satisfactory scheduling  
28 arrangements. In such review, the parties shall endeavor to accommodate the  
29 wishes of the employees as to desired vacation periods in an equitable manner,  
30 giving consideration to operating requirements and the desire of employees to  
31 take their regular vacations at times most appropriate to their individual situations.  
32 However, operating requirements will take precedence in vacation scheduling.  
33 The parties may also mutually agree to a plant shutdown, partial or complete, for  
34 the purpose of employees taking their regular vacations.

35 5. The following provisions shall apply:

36 a) The employee shall take his vacation as scheduled by the Management,  
37 provided he has not had time lost as described, applied to all regular  
38 vacation time to which he is then entitled. The employee's desired  
39 vacation scheduling will be given consideration, but such schedule will

1 necessarily be governed by the operating requirements of the plant. No  
2 scheduled regular vacations will be changed without at least thirty (30)  
3 days' notice to the employee, unless the employee consents to the change.

4 b) An employee who is receiving sickness and accident benefits at a time  
5 when he would otherwise be on a previously scheduled vacation shall,  
6 upon request be paid his vacation pay for the vacation period involved.

7 c) Whenever an employee moves voluntarily or otherwise, from one  
8 department to another subsequent to the completion of regular vacation  
9 scheduling in the latter department for the oncoming year, he shall not be  
10 entitled to displace another employee of this second department from an  
11 established regular vacation schedule regardless of their relative  
12 seniorities. The employee moving to the new department shall be  
13 scheduled for his vacation in accordance with his preference but subject to  
14 the orderly operation and production requirements of his new department.

15 6. The parties agree to meet during the 4<sup>th</sup> quarter of each year to discuss the  
16 effectiveness of the vacation scheduling guidelines.

17 **D. Vacation Pay**

18 1. The vacation pay for a vacation of one week shall be the employee's average  
19 hours worked per week (not less than forty (40) hours and not more than fifty (50)  
20 hours) multiplied by the employee's average earnings per hour (exclusive of  
21 overtime earnings, and schedule premium). The vacation pay for two (2), three  
22 (3), etc., weeks shall be two (2), three (3) times, etc., that amount respectively.  
23 The employee's average earnings per hour, as well as the employee's average  
24 hours worked per week are averaged over the period of the ten (10) payroll weeks  
25 (excluding any week in which a paid holiday is observed) in which the employee  
26 worked prior to the date on which (a) the vacation period begins (or fourteen (14)  
27 days preceding that date if the employee requests advance vacation pay), or (b)  
28 the date the vacation is considered as starting.

29 Vacation pay computed on the basis of payroll weeks prior to a general wage  
30 change for a vacation or portion thereof scheduled after such wages change in  
31 such year shall be calculated as though the total wage change for such year had  
32 been in effect during the period used for calculating such vacation pay.

33 2. The vacation pay will be paid as follows:

34 a) Vacation pay will be paid on the regular pay days for the period of the  
35 employee's vacation. However, an employee may receive vacation pay  
36 before he leaves for vacation time off provided such request is made in

1 writing to the Company at least fourteen (14) days prior to the date his  
2 vacation is scheduled to start.

3 b) For the employee who request that regular vacation be applied because of  
4 time lost or who works instead of taking time off, as described under C.2.  
5 and C.3., the vacation pay shall be paid him on the first regular pay day  
6 occurring not less than ten (10) days following the date the employee  
7 makes such request.

8 c) In the event of death of an employee who was eligible for a vacation, the  
9 amount of vacation pay to which he would have been entitled shall be paid  
10 to his proper legal representative.

11 **E. Miscellaneous**

12 In the event of a war or other national emergency, or federal legislation designed to  
13 reduce the normal work week below forty (40) hours, either party may notify the other of  
14 a desire to negotiate with respect to an appropriate modification of this Plan or its  
15 termination. In the event of failure to agree within 120 days from such notice, if given as  
16 a result of the above described type of federal legislation, the Plan shall remain in effect  
17 subject to the termination provisions of the Agreement, but the parties shall be free to  
18 strike or lockout in support of their position with respect to such matters (and no other)  
19 notwithstanding the provisions of this or any other agreement between the parties.

20 **Workweek vs. Vacation Week**

21 (Article 8, Section B.) On the matter of vacations involving a six-day workweek, it was agreed  
22 that the problems should be worked out locally.

23  
24 **ARTICLE 9**

25 **SENIORITY**

26 A. As used herein, the following terms are defined and shall have the meaning given to each  
27 as follows:

28 1. *Plant Seniority* shall mean unbroken and continuous service at the Gramercy  
29 Plant of the Company commencing with an employee's first day of work.

30 2. *Department Seniority* shall mean unbroken and continuous service within a  
31 department and shall commence at the time the vacancy is declared for bidding  
32 purposes. For the purpose of this agreement, departments shall be defined in  
33 Appendix "B".

- 1 3. A *Line of Progression* describes and governs the manner in which an employee  
2 moves upward and downward and laterally through the job classifications in his  
3 department, and shall be set forth in Appendix “B” of this Agreement.
- 4 4. A *Department Line* as shown in Appendix “B” is used in the application of  
5 seniority practices relating to reduction in forces.
- 6 B. In all cases of promotion and transfer, except those positions excluded under the  
7 definition of employees in Section P hereto, and in all cases of increase or decrease in  
8 forces, the factors listed below shall be considered.
- 9 1. Seniority
- 10 2. Ability to perform work
- 11 3. Physical fitness
- 12 C. Seniority shall be applied in the seniority unit, which may be an entire plant or any  
13 subdivision thereof, in such manner as may be established and agreed upon between the  
14 Union and the Management of the Company covered by this Agreement. A job may be in  
15 one seniority unit for one purpose, such as promotions, and may be in a different  
16 seniority unit for another purpose. The existing seniority unit or units to which the  
17 seniority factor shall be applied and the rules for application of the seniority factor,  
18 including service dates within these units covered by existing agreements, shall remain in  
19 effect unless or until modified by written agreement signed by the Company and the  
20 Union, and in which such agreement has not been consummated the Union and the Plant  
21 Management should complete an agreement covering the units of operation within each  
22 plant to which the seniority factor shall be applied within thirty (30) days from the date of  
23 execution of this Agreement; provided, however, that if a seniority agreement is not  
24 completed within the above mentioned thirty (30) day period, representatives of the  
25 Union and the Plant management shall agree to mutually satisfactory extension of such  
26 thirty (30) day period.
- 27 D. Seniority shall be calculated from date of first employment or reemployment following a  
28 break in continuous service in accordance with the following provisions of this Article;  
29 provided, however, that the effective date of employment prior to the date of this  
30 Agreement shall be the date of first employment or reemployment after any event which  
31 constituted a break in service under the practices in effect at the time the break occurred.
- 32 1. There shall be no deduction for any time lost which does not constitute a break in  
33 Seniority. Seniority is broken by:
- 34 a) Voluntarily quitting the Company;
- 35 b) Absence due to discharge or termination; or
- 36 c) Absence due either to layoff or to disability, or both, which continues for  
37 more than three (3) years.

1           2.     Leaves of absence for elected office.

2           An employee appointed to or accepting any elective, full-time federal, state,  
3           county, or municipal government office shall, upon appropriate written notice to  
4           the Company, be granted a leave of absence for the duration of the term of office.  
5           Such employee may not accumulate seniority in excess of one term of office  
6           during such leave of absence except for the purpose of recall rights under this  
7           Article 9, and any accumulation in excess of one term of office shall not be  
8           counted for any other purpose under this or any other agreement between the  
9           Company and the Union. Further, any employee benefiting from this provision  
10          will not receive or accumulate any other benefits during such leave. These  
11          benefits include, but are not limited to, vacation, insurance, pension, and SUB  
12          benefit tiers.

13          Any employee who shall be granted a leave under this Subsection will be  
14          reinstated to such position as his qualifications and accumulated seniority shall  
15          entitle him in accordance with plant practice, provided he shall apply to the  
16          Company in writing within thirty (30) days after the expiration of his term of  
17          office and shall report for work within ten (10) days after his application is  
18          received by the Company.

19    E.     New employees, which includes those hired after a break in continuity of service, will be  
20          regarded as probationary employees for the first ninety (90) days of actual work. Such  
21          employees will receive no continuous service credit during such period, except as  
22          provided for in Article 3, Section D. Probationary employees may be laid off, or  
23          terminated at the discretion of the Company. Probationary employees continued in the  
24          service of the Company subsequent to the ninetieth (90<sup>th</sup>) day of actual work shall receive  
25          full continuous service credit from the first day worked.

26    F.     The Company shall provide the Union with the record of years of service of all  
27          employees and keep the same current in accord with arrangements between the Plant  
28          Manager and authorized representatives of the Union, in order that the seniority status of  
29          employees may be determined. Any employee who has a grievance in regard to seniority  
30          status as indicated by such seniority records must present his grievance within thirty (30)  
31          days after delivery by the Company to the Union of the seniority record which first  
32          determines such employee's seniority status for any purpose, including but not limited to  
33          the seniority status of employees set forth in lists heretofore delivered to the Union by the  
34          Company; it is the intent hereof that employees shall not have the right to file grievances  
35          respecting their own seniority status at the time of delivery of future lists, unless such  
36          future lists show a change in seniority status from that established on lists previously  
37          delivered by the Company to the Union. The Company shall make available to inspection  
38          by the Union its records upon which it bases the aforesaid seniority lists upon request of  
39          the Union in the event of any dispute between employees as to their relative seniority  
40          status.

41          The Company shall prepare and post on bulletin boards for inspection seniority lists for  
42          each department.

1 Seniority lists shall be available within departments for inspection at all times and shall  
2 be revised to reflect the seniority status as of January 31, and July 31 with copies sent to  
3 the Union.

4 Whenever two or more employees have equal department seniority, the employee with  
5 the most plant seniority shall be considered the most senior.

6 If employees have equal plant seniority, the employees will be ranked in badge number  
7 order, the lower badge number being considered the most senior.

8 G. Seniority List Corrections

9 Whenever a mistake on a seniority list is discovered and acknowledged, a form shall be  
10 available to be signed by the foreman and the affected employee which corrects the  
11 mistake, and one copy of the form shall be sent to the Company office where the  
12 seniority lists are maintained, and one copy of the form shall be provided to the Union. If  
13 such alleged error is agreed as to an error by Step 3 representatives of the Company and  
14 the Union as defined in Article 10 such error will be corrected irrespective of the time  
15 interval between occurrence and initial knowledge of such error.

16 H. Reductions in Force

17 1. Whenever possible, the Company will provide the Union with at least seventy-  
18 two (72) hours-notice of a reduction in force. In the event of layoffs resulting  
19 from strikes, work stoppages in connection with labor disputes, breakdown of  
20 equipment or failures of utilities beyond the control of the Company,  
21 emergencies, or acts of God, the Company will provide as much notice as  
22 possible.

23 2. When a reduction in force is implemented in a given job, employees in the  
24 affected job will be permitted to volunteer for layoff on the basis of departmental  
25 seniority.

26 3. In the absence of a sufficient number of voluntary layoffs, the employees in the  
27 affected job with the least amount of department seniority shall be reduced to the  
28 next lower job that they have previously been qualified to perform in that line of  
29 progression, provided they have the department seniority to displace other  
30 employees in that job.

31 4. The above procedure will be followed in each successive lower job in that line of  
32 progression until the employees with the least amount of department seniority in  
33 the lowest job in that line of progression have been displaced.

34 5. The least senior employees who cannot hold the lowest job in their line of  
35 progression may exercise their department seniority to displace the junior  
36 employees in the lowest job for which they have previously been qualified in  
37 another line of progression in that department.

- 1           6.     The least senior employees who cannot hold the lowest job in their department  
2           may exercise their plant seniority to displace the junior employees in the lowest  
3           job for which they have previously been qualified in another department. If there  
4           is no such position for which these employees have previously been qualified,  
5           they may exercise their plant seniority to displace junior employees in the lowest  
6           job in any department to which they would otherwise be eligible to transfer under  
7           Article 24; provided that such employees will not be eligible to displace junior  
8           employees in the Warehouse or the Laboratory.
  
- 9           7.     Affected employees who desire to accept a layoff instead of exercising bumping  
10          rights and employees in affected jobs who elect to take a voluntary layoff must so  
11          notify the Human Resources Department in writing within twenty-four (24) hours  
12          of notice of the reduction in force. An employee who accepts a layoff under either  
13          of these conditions shall be eligible for recall only to his own job classification on  
14          the basis of his department seniority.
  
- 15          8.     In case of reductions in forces and recall from layoff, the Chairman of the  
16          Grievance Committee and Safety Committee, Grievance Committeemen and  
17          Union officers, as designated by the International Union shall be given  
18          preferential seniority to retain employment within the plant and to be recalled  
19          from layoff to the plant as allowed by law. Grievance Committeemen may  
20          exercise preferential seniority to remain in their respective department, provided,  
21          however, if the entire department of the Grievance Committeeman is shut down,  
22          then the Grievance Committeeman for such department may exercise preferential  
23          seniority only to remain within the plant. Preferential seniority shall not be  
24          recognized for promotions or demotions to higher or lower rated jobs within the  
25          plant or any department.
  
- 26          9.     During a short-term shutdown of Digestion and/or any other department, for the  
27          purpose of inspection and/or repair, bargaining unit employees will not be laid  
28          off.
  
- 29    I.     Recall from Layoff
  
- 30          1.     When employees are to be recalled from layoff, the Company will notify the  
31          individuals to be recalled by certified letter. Each employee must keep the Human  
32          Resources Department advised of his current address and telephone number. The  
33          Company shall fully satisfy its notification obligation by sending a certified letter  
34          to the address carried on the Company's personnel records. A list of those recalled  
35          will be forwarded to the Union.
  
- 36          2.     Employees notified of recall must contact the Company within twenty-four (24)  
37          hours following notification of recall and must report for work within seven (7)  
38          calendar days (exclusive of Saturdays, Sundays and holidays) from the date of  
39          notification. Employees who fail to report to work shall be deemed to have  
40          voluntarily resigned their employment and forfeit all seniority rights, together  
41          with all other rights under the Labor Agreement.

1 J. Prior Job Qualification

2 For purposes of implementing Sections H and I, above, an employee will be deemed to have  
3 previously been qualified for a particular job if he had been qualified for such job within the five  
4 (5) years preceding the layoff or recall, as the case may be.

5 K. Recall from Layoff.

6 Employees who have been reduced from a particular department and subsequently laid off shall,  
7 upon recall, be recalled to that department prior to assigning other employees into that  
8 department.

9 L. Application of Preferential Seniority

10 1. Where a shutdown or substantial reduction in employees is scheduled or it  
11 otherwise appears that such will result in a violation of the provisions of the  
12 National Labor Relations Act, as amended, appropriate representatives of the  
13 International Union and the Company shall make adjustments in the operation of  
14 this Section so as to bring it into compliance with the law.

15 2. When a Grievance Committeeman is responsible for more than one department  
16 and when the department in which he is employed is shut down, he is entitled to  
17 preferential seniority in the other department over which he is responsible. For  
18 example, if a Grievance Committeeman has responsibility over Departments A  
19 and B, and he is employed in Department A, if Department A is shut down or is  
20 eliminated, he has preferential seniority rights in Department B, even though he  
21 has theretofore never been employed in Department B.

22 M. If employees, not to exceed two (2), are hired as full-time representatives by the  
23 International Union, they shall be entitled to leaves of absence for the period of their  
24 employment by the International Union. Full-time representatives of an International  
25 Union benefiting from this provision will be eligible to participate in the Company's  
26 medical plan until the earlier of: (1.) when the representative is eligible for coverage  
27 under the International Union's medical plan; or (2.) for one (1) year following their  
28 appointment. Additionally, they may only accumulate seniority for the purpose of recall  
29 rights under this Article 9. Accumulated leave shall not be counted for any other purpose  
30 under this or any other agreement between the Company and the Union. Further, full-  
31 time representatives of the International Union benefiting from this provision will not  
32 receive or accumulate any other benefits during such leave. These benefits include, but  
33 are not limited to, vacation, insurance, pension, and SUB benefit tiers.

34 N. It is recognized that efficiency of operations may reasonably require, under certain  
35 circumstances, a relaxation of strict adherence to detailed seniority practices which may  
36 be established by mutual agreement at plants covered by this Agreement. It is therefore  
37 agreed that the Company shall have the right to take up such matters with the Grievance  
38 Committee, which, in good faith, will cooperate with the Company in making specific  
39 exceptions to such rules to the end of meeting these problems.

1 O. Any employee promoted or transferred to a position excluded from this Agreement shall  
2 continue to accumulate seniority during the time he is working in an excluded position,  
3 provided that at the time of said employee's transfer or promotion he was eligible to  
4 accumulate seniority under the then existing understanding between the parties; and  
5 provided further that the employees of the Unit to which such employee is transferred are  
6 represented by the Union. Any employee so promoted or transferred after the date of  
7 execution of this Agreement, in order to continue to accumulate seniority, must have  
8 worked at least two thousand eighty (2,080) hours as an employee; provided, however,  
9 that in the establishment of new departments or plants, the parties by mutual consent may  
10 relax this requirement so as to permit the promoted or transferred employees to continue  
11 to accumulate seniority. Accumulated seniority as set forth herein shall be exercised in  
12 accordance with agreements provided for in Section C. of this Article.

13 1. However, no person in a supervisory position shall retain or accumulate seniority  
14 under this Labor Agreement unless the Company and the Union mutually agree to  
15 the contrary. Company utilization of bargaining unit employees as temporary  
16 supervisors without loss of seniority shall be subject to option and agreement.

17 2. An employee who is transferred or promoted from the bargaining unit to an  
18 "excluded position" shall be given ninety (90) calendar days from the date of such  
19 promotion to return to his former job in the department from which he was  
20 promoted without modification of his seniority or right to return to the job from  
21 which he was promoted. After the ninety (90) calendar day time limit, an  
22 employee who remains in the excluded position will not retain or accumulate  
23 bargaining unit seniority.

24 3. Exception to Paragraphs 1 and 2 will be made for hourly employees who are  
25 temporarily transferred to excluded positions for the following reason:

26 a) Employees transferred to other plants for training purposes and start-up  
27 operations.

28 Such temporary assignments shall not exceed one (1) year unless the parties to  
29 this agreement agree to extensions due to unusual circumstances.

30 Vacancies caused by employees being promoted or transferred to an "excluded position"  
31 shall be filled by permanent promotion to the end of the ninety (90) day evaluation period  
32 during which time the job(s) will be filled in accordance with the provisions for filling  
33 permanent vacancies, but the job(s) shall not be awarded permanently until the  
34 completion of the ninety (90) day period.

35 P. **When an employee is disabled and he is no longer capable of performing his regular job,  
36 such employee may exercise his seniority, to find a job which he can capably perform.**

37 When an employee is permanently or temporarily partially disabled he shall be examined  
38 by the Company doctor to determine the type of work that he is able to perform. This  
39 decision is subject to arbitration, in which event, the Company doctor and a doctor  
40 designated by the Union will mutually select a third doctor to act as arbitrator.

1. In the event he is no longer capable of performing his job, he shall be assigned to a lower job in his leg of the departmental line of progression according to department seniority.
2. If he is unable to perform a job in his leg of the departmental line of progression, or lacks sufficient departmental seniority to displace an employee in his leg of the departmental line of progression, he may be assigned to one of the bottom jobs in departmental line of progression in his department according to department seniority.
3. If he is unable to qualify for one of these bottom jobs due to lack of department seniority or physical limitation, he may be assigned to the Spare classification in his department (if applicable) by department seniority.
4. If he is unable to perform any of the above jobs due to lack of department seniority or physical limitation, he may then be assigned to displace by plant seniority an employee in accordance with Article 9, Sec. H.

If it is necessary assigned to displace a junior employee, the disabled employee must first be assigned to a job that is equal to or below his previous labor grade. He must also be assigned to the job equal to or below to the labor grade his permanent job. The employee must be assigned to the lowest rated job-by-job class that he is able to perform.

The disabled employee, placed on the job in accordance with the above procedure, must be qualified in all respects to perform the job as determined by the Company doctor.

5. Displaced employees who are reduced from their jobs as a result of this provision, will be reduced according to Article 9, Sec. H.
6. An employee initially electing to be assigned as a result of a permanent partial disability shall forfeit his old department seniority and commence accruing department seniority in the new department effective the date of the new assignment. The employee shall exercise his departmental seniority in the newly assigned department in accordance with the provisions of the Supplemental Agreement.

In case a disabled employee is subsequently bumped from his department, he may bump the junior plant employee occupying a job that he is qualified to perform. He shall be recalled to the department where his seniority exists.

Q. Minimum Standards for Seniority Agreement

The Company shall have the right to designate the specific job to which an employee shall be assigned and to change such assignments where necessary to provide jobs for longer service employees except in those exceptions already agreed to at the plant level. Furthermore, in order to maintain efficiency, the Company need not assign laid off

1 employees to a job in any operating or service unit where such assignment will result in  
2 undue dilution of experienced employees in such unit except as specifically agreed to the  
3 contrary. It is understood and agreed to that these jobs shall be used in effecting layoff  
4 and recall from the plant. It is further agreed that the local parties will negotiate such  
5 rules as are necessary and proper to fulfill the objectives of this Article.

6 R. Plant Closing Program

- 7 1. The Company shall provide sixty days written notice, if circumstances permit, to  
8 the International Union of its intention to permanently close a plant or major  
9 operating department. In the event of such notice, the parties shall immediately  
10 commence discussions regarding the impact which the closing will have on  
11 affected employees. At the Union's request the Company shall explain the basis  
12 for its decision to close a plant or major operating department.

13 Without being obligated to bargain over its decision to permanently close a plant  
14 or major operating department the Company shall consider any proposals of the  
15 Union which may either postpone or avoid the necessity for the closing, or which  
16 may minimize the adverse consequence of the closing for affected employees. If  
17 requested by the Union, the Company will share any reasonable costs not paid by  
18 any public agencies for a feasibility study to determine whether there are  
19 alternative uses of the plant, or alternative forms of ownership, including  
20 employee ownership, which would preserve job opportunities at the plant.

21 If a plant or major operating department is to be permanently shut down, the  
22 Company and the Union will designate appropriate representatives at the location  
23 to coordinate such activities as:

- 24 • liaison with federal, state, and local governmental officials who have some  
25 relationship to the assistance of affected employees in an effort to focus  
26 governmental support for the affected employees;
- 27 • personal contact with affected employees to assess needs and personal  
28 preferences in terms of assistance.

- 29 2. In the event of the permanent shutdown of a plant, or a substantial layoff at a  
30 plant location, the Company and International Union representatives shall meet to  
31 determine whether appropriate Federal, State, or local government funds are  
32 available to establish an employee training, counseling, and placement assistance  
33 program for that facility. If such funds are available, the Company and Union  
34 shall work jointly to secure such funds to establish a program to provide:  
35 alternative job training for affected employees for job opportunities; counseling  
36 for affected employees on available benefit programs and job opportunities  
37 possibly available at other plants of the Company covered by this Agreement.

38 In implementing such program, the Company will cooperate with the involved  
39 union and state unemployment agency, other appropriate public or private  
40 employment agencies, and area employers in an effort to seek job opportunities

1 for displaced employees. To further assist affected employees, both the Company  
2 and the Union will designate specific representatives at the time of any permanent  
3 plant closing or substantial extended layoff to answer questions by employees  
4 pertaining to their rights under the Basic Labor Agreement and various benefits  
5 programs.

## 6 ARTICLE 10

### 7 ADJUSTMENT OF GRIEVANCES

#### 8 A. Purpose

9 It is the intent and purpose of this Article, which shall be available to both the Union and  
10 the Company, to provide for the presentation and equitable adjustment of grievances.  
11 Except under the conditions set forth in this Article (and in the case of the Union only  
12 after compliance with the International Constitution of the Union.), there shall be no  
13 lockouts, strikes, or interruptions or cessations of work during the term of this  
14 Agreement. Should any differences arise between the Company and the Union as to the  
15 meaning or application of the provisions of this Agreement, or as to any question relating  
16 to the wages, hours of work, or other conditions of employment of any employee, the  
17 same shall be disposed of in accordance with the provisions of this Article.

18 It is understood, however, that should either party fail or refuse to comply with the  
19 decision of an Arbitrator made under Step 5 of this Article, the foregoing provisions shall  
20 have no force or effect if compliance with such an award by the defaulting party is not  
21 made after a demand for compliance by the other party through the following designated  
22 representative: (a) on behalf of the Union, the appropriate International Representative; or  
23 (b) on behalf of the Company, its Counsel.

#### 24 B. Grievance Committees

25 The Grievance Committee for the plant shall consist of not less than three (3) employees  
26 nor more than ten (10) employees designated by the Union. The Union will certify to the  
27 Company a list of all Grievance Committee members. The Union Committee  
28 representative shall not handle any grievances arising outside of his respective  
29 department or steps of the grievance procedure as set forth in Article 10 except when the  
30 department union representative is not in the plant. The Grievance Committee members  
31 will be afforded time off with pay after application to, and permission from, their  
32 supervisor as may be required to take up matters pertaining to the settlement of  
33 grievances. Time off for the above purpose will not be unreasonably withheld.  
34 Authorized time spent by an employee involved in the grievance process shall not be  
35 counted as time lost for computing eligibility qualifications for vacation purposes.

36 1. The Company agrees to pay the Union President and Safety Chairman at the  
37 standard rate and shift differential, if any, of their job prior to assuming their full-  
38 time Union duties. Such hours will be considered company paid union business.  
39 Any work performed by such Union officials beyond their paid union business  
40 will otherwise be compensated in accordance with this Agreement.

1           2.     Grievance Chairman Pay

2           The Chairman of the Union's Grievance Committee shall be relieved from duty  
3           and paid for twenty-four (24) hours per month, exclusive of time spent in  
4           scheduled meetings with the Company's grievance representatives. Such paid  
5           time off must be scheduled in advance by Wednesday of the preceding week, and  
6           it must be scheduled in four (4) hour increments. If the Company cannot relieve  
7           the Chairman on a particular day in a given week because there will not be  
8           sufficient number of qualified employees available to fill the resulting vacancy,  
9           the Company will work with the Chairman to identify an alternative day on which  
10          the time off may be taken. The rate of pay under this section shall be the same rate  
11          as the Chairman would have received had he worked such hours.

12    **C.     Procedure**

13          Each grievance shall be presented to the appropriate party hereinafter indicated for the  
14          initiation of a grievance within fourteen (14) calendar days after the occurrence of the  
15          grievance or be deemed to have been waived by the aggrieved party; provided, however:

16          If the grievance occurs when the employee aggrieved is absent from the plant due to  
17          vacation or holiday, such fourteen (14) calendar day period shall not commence until the  
18          employee returns to work.

19          Step 1: Any employee who believes that he has a justifiable request, or alleged complaint  
20          may discuss the request or alleged complaint with the affected foreman, with or without  
21          the Assistant Grievance Committeeman or Grievance Committeeman being present as he  
22          may elect, in an attempt to settle the same, except when the complaint involves an alleged  
23          breach of this Agreement a Committeeman shall be present. Where the request or  
24          complaint has been submitted to the affected foreman, he shall give the aggrieved  
25          employee an answer within seven (7) calendar days. **No written disciplinary action may**  
26          **be issued to an employee without a Union representative present.**

27          Whenever a Committeeman has been present for a justifiable request, alleged complaint,  
28          or an alleged breach of this Agreement, subsequent discussions on the same instant issue  
29          must also be in the presence of the Assistant Grievance Committeeman or Grievance  
30          Committeeman.

31          Step 2: In order for a grievance to be considered further, within seven (7) calendar days  
32          thereafter, exclusive of Sundays and holidays, the grievance shall be reduced to writing  
33          by such employees on forms provided by the Company, dated and signed by the  
34          employee involved and four (4) copies delivered to his Department Superintendent (or  
35          such other representatives as may be designated by the Company) by his Grievance  
36          Committeeman. A meeting will be held in Step 2 within seven (7) calendar days,  
37          exclusive of Saturdays, Sundays and holidays, after the grievance is delivered.

38          After the grievance has been discussed in a meeting between the Superintendent (or other  
39          Company representative, as the case may be) and the Department Grievance  
40          Committeeman, the Superintendent (or other Company representative, as the case may

1 be) will insert in the appropriate place on the form an identifying number, his disposition  
2 of the matter, sign and date the same, and return two (2) copies to the Grievance  
3 Committeeman within ten (10) calendar days from the date of presentation in this Step 2.  
4 Either party may produce at the meeting any persons familiar with the facts involved to  
5 aid in the solution of the problem.

6 Step 3: In order for a grievance to be considered further, the Chairman of the Grievance  
7 Committee shall serve written notice of appeal on the Company prior to the expiration of  
8 ten (10) calendar days following the disposition of the grievance in Step 2 hereof. Such  
9 grievance shall be discussed thereafter at a meeting to be held between the Chairman of  
10 the Grievance Committee and a representative of the Company within thirty (30) calendar  
11 days after the date of service of the notice of appeal, and a written disposition made  
12 thereof within ten (10) calendar days following the Step 3 meeting. Either party may  
13 produce at the meeting any persons familiar with the facts involved to aid in a solution of  
14 the problem.

15 Step 4: In order for a grievance to be considered further, a representative of the  
16 International Union shall serve on the appropriate representative of the Company written  
17 notice of appeal to Step 4 prior to the expiration of ten (10) calendar days following the  
18 receipt of the Company's written disposition of the grievance in Step 3 hereof. Such  
19 notice shall state (a) the subject matter of the grievance, (b) its identifying number, and  
20 (c) the objections of the appealing party to the previous disposition. Such grievance shall  
21 be discussed thereafter at a meeting to be held upon a mutually agreeable date (but within  
22 thirty (30) calendar days of the date of service of the notice of appeal) between the  
23 representatives of the Company certified to the Union in writing as accredited  
24 representatives of the Company, and representatives of the International Union similarly  
25 certified to the Company, for the purpose of attempting to settle the grievance. The  
26 International Union representative may request an extension of time for this meeting.  
27 Such request will not be unreasonably withheld.

28 Grievances discussed in such meeting shall be answered in writing by the representatives  
29 of the Company within ten (10) calendar days after the date of such meeting unless by  
30 mutual agreement a different date for disposition is agreed upon.

31 Either party may request a further statement of facts to be made available not later than  
32 three (3) calendar days preceding the date set for the meeting. Either party may produce  
33 at such meeting any persons familiar with the facts involved to aid in a solution of the  
34 problem.

35 Typewritten minutes shall be kept of the meeting and shall confirm essentially to the  
36 following outline:

- 37 a. Date and place of meeting;
- 38 b. Names and positions of those present;
- 39 c. Identifying number and description of the grievance;
- 40 d. Brief statement of Union position;
- 41 e. Brief statement of Company position;

- 1 f. Abstract of important aspects of the discussion;
- 2 g. Decision reached.

3 Step 5: In order for a grievance to be considered further, it shall be appealed within ten  
4 (10) calendar days from the date of receipt of the written disposition of the grievance in  
5 Step 4 by the accredited representative of the International Union or the accredited  
6 representative of the Company to an impartial Arbitrator whose decision shall be final  
7 and binding on the parties.

8 The parties shall request the Federal Mediation and Conciliation Service (FMCS) to  
9 submit a panel of five (5) qualified arbitrators. The Company will pay for the panel list.  
10 Within ten (10) days of receipt of the panel, a representative of the Company and the  
11 representative of the International Union shall alternately strike names from the panel  
12 until one remains who shall be the arbitrator. The parties will strike first on a rotating  
13 basis.

14 The Company agrees that it shall not subpoena or call as a witness in arbitration  
15 proceedings any employee from any bargaining unit in the plant from which the  
16 grievance arises. The Union agrees that it shall not subpoena or call as a witness in such  
17 proceedings any non-bargaining unit employee from the same plant.

18 The Arbitrator shall have jurisdiction and authority only to interpret, apply or determine  
19 compliance with the provisions of this Agreement, Memoranda, Supplements, etc.,  
20 insofar as shall be necessary to the determination of grievances appealed to the  
21 Arbitrator. The Arbitrator shall not have jurisdiction or authority to add to, detract from  
22 or alter in any way the provisions of this Agreement, Memoranda, Supplements, etc. No  
23 Arbitrator shall be selected in a discharge case unless he agrees to advance to render a  
24 decision within 45 days of the close of the record.

25 The expense and salary incident to the services of the Arbitrator shall be shared equally  
26 by the Company and the Union. Where grievances concerning written warnings and/or  
27 disciplinary suspensions of less than 5 days are to be arbitrated, they shall be arbitrated in  
28 the Accelerated Arbitration Procedures unless the 4th step representatives of the Union  
29 agree to refer such grievance to regular arbitration through regular procedures.

30 No briefs shall be submitted in the course of arbitration by either party, except by mutual  
31 agreement; provided however, that if the arbitrator requests post-hearing briefs either  
32 party may submit a brief without consent of the other.

33 In the event a transcript is requested by the arbitrator, or the Company elects to have one,  
34 the Company will pay the expense of the court reporter, and the Union will pay only the  
35 cost of their copy of the transcript if they request one.

36 Grievances by the company, and grievances of a general nature by the Union, shall be  
37 initiated in Step 4 by a written statement thereof served by the aggrieved party upon the  
38 other.

1 Steps 1, 2, 3 and 4, or any of them, may be waived by agreement of the representatives  
2 involved in each particular step of the grievance procedure. During each step of the  
3 grievance procedure the Union and the Company shall disclose the pertinent facts and  
4 information relied upon. Copies of such information or materials shall be made available.

5 The failure of the aggrieved party or his representative to present the grievance within the  
6 prescribed time limits in Steps 1, 2, 3, 4 and 5 shall be considered as a waiver of the  
7 grievance.

8 Waiver by the Union or by an employee as hereinbefore provided for, due to failure to  
9 process the grievance within the time periods established, shall not constitute a binding  
10 precedent on the merits of the particular grievance, in the event of a later recurrence of  
11 any situation which gives rise to the grievance so waived or automatically granted.

12 If an employee is given a written discipline, written notice of such discipline shall be  
13 given to the employee. The written notice shall include a statement of his right to grieve  
14 the discipline and to have Union representation. Records of previous disciplinary action  
15 more than one year old shall be void and not used for any purpose.

16 In the event an employee dies, the Union may continue to process or initiate on behalf of  
17 his legal heirs any grievance claim filed prior to or after the death, if such claim would  
18 result in a monetary award under any provision of this Agreement.

19 Subject to the need to obtain clarification of an arbitrator's decision, any payment  
20 required under a grievance settlement or arbitration award shall be made within 30 days  
21 from such settlement or receipt of such award.

22 It is recognized that multiple grievances occasionally arise out of a single incident and  
23 that such grievances often have a common set of facts. Also, it is recognized that multiple  
24 grievances are occasionally based upon the interpretation of the same provision of an  
25 agreement. In these situations, where expediency and convenience are otherwise served,  
26 the Company will consider submitting such grievances to a single arbitrator. However, in  
27 the interest of rapid handling of grievances and compliance with the time limits of the  
28 Labor Agreement, multiple grievances shall not be submitted to an arbitrator under any  
29 circumstances if they did not occur within a common 30-day period.

30 Neither party shall use as evidence in support of its position in any grievance or  
31 arbitration proceedings, any bargaining proposals that were introduced and subsequently  
32 withdrawn during this and any prior negotiations.

33 **D. Accelerated Arbitration Procedure**

34 The parties shall request the Federal Mediation and Conciliation Service (FMCS) to  
35 submit a panel of five (5) qualified arbitrators. The Company will pay for the panel list.  
36 Within ten (10) days of receipt of the panel, a representative of the Company and the  
37 representative of the International Union shall alternately strike names from the panel  
38 until one remains who shall be the arbitrator. Their expenses and fees shall be borne  
39 equally by the company and the local Union. The rules of procedure for Accelerated

1 Arbitration shall be maintained by the representatives of the parties and modified by them  
2 as deemed appropriate.

3 Grievances concerning alleged violations of Article 12, Supervisors shall be arbitrated in  
4 the Accelerated Arbitration Procedure unless the 4th Step representatives of the Union  
5 agree to refer such grievance to regular arbitration through regular procedures.

6 The Accelerated Arbitration Procedure shall be implemented with due regard to the  
7 following:

8 1. As to any grievance appealed to Step 4 of the grievance procedure, the parties'  
9 Step 4 representative shall within ten (10) days after receipt of such appeal review  
10 the grievance and grievance record and shall communicate with one another to  
11 determine whether such grievance shall be referred to the Accelerated Arbitration  
12 Procedure. If either party's Step 4 representative disagrees, the grievance shall not  
13 be submitted to this Accelerated Arbitration Procedure and the plant  
14 representative shall be so notified. Time requirements for regular appeal to Step 4  
15 shall then apply.

16 2. If the parties' Step 4 representatives agree to refer the grievance to the  
17 Accelerated Arbitration Procedure, the following shall govern:

18 a) As to any grievance referred back to Step 3, the parties' Step 3  
19 representative shall again attempt to settle the grievance. If they are unable  
20 to settle the grievance, the Union Step 3 representative may appeal the  
21 grievance to the Accelerated Arbitration procedure by notifying the  
22 Company's Step 3 representative within seven (7) days of receipt of the  
23 referral of the grievance from Step 4. In such case the procedure outlined  
24 in subparagraph (b) below shall be implemented.

25 b) A FMCS panel member shall be contacted and requested to serve on the  
26 case or cases designated for accelerated arbitration at a time and place  
27 agreed upon by the Step 3 representatives. The date for the hearing shall  
28 be within ten (10) days of the appeal unless an extension of time is  
29 mutually agreed to by the Step 3 representatives. The rotation shall be  
30 followed until a panel member accepts the assignment. The next  
31 assignment shall be offered to the next panel member in the rotation.

32 3. The hearing shall be conducted in accordance with the following:

33 a) The hearing shall be informal;

34 b) No briefs shall be filed or transcripts made;

35 c) There shall be no formal evidence rules;

36 d) Each party's case shall be presented by a previously designated  
37 representative, who shall be the plant and local Union representatives;

- 1 e) The Arbitrator shall have the obligation of assuring that all necessary facts  
2 and considerations are brought before him by the representatives of the  
3 parties. In all respects, he shall assure that the hearing is a fair one;
- 4 f) If the Arbitrator or the parties conclude at the hearing that the issues  
5 involved are of such complexity or significance as to require further  
6 consideration by the parties, the case shall be referred to the 4th Step and  
7 it shall be processed as though appealed on such date.
- 8 4. The Arbitrator shall render his decision within forty-eight (48) hours after  
9 conclusion of the hearing, (excluding Saturdays, Sundays and Holidays). His  
10 decision shall be based on the record developed by the parties before and at the  
11 hearing and shall include a brief written explanation of the basis for his  
12 conclusion. These decisions will not be cited as a precedent in any discussion of  
13 grievances or at any step of the grievance procedure or in subsequent arbitration,  
14 except that the disciplinary action resulted shall not be barred by this provision  
15 from use in other grievances or Arbitration Cases at the same location. However,  
16 when previous disciplinary cases decided in accelerated arbitration are cited in  
17 subsequent grievances, or arbitration cases, the citation shall be limited to the  
18 result of that prior decision. The decision itself shall not be presented.
- 19 The authority of the Arbitrator shall be the same as those provided in Article 10 of  
20 the Labor Agreement between the parties.
- 21 5. Any grievance appealed to this Accelerated Arbitration Procedure must be  
22 confined to issues which do not involve novel problems and which have limited  
23 contractual significance or complexity.
- 24 6. The decisions in accelerated arbitration shall be consistent with the decisions  
25 issued by Impartial Arbitrators through the regular arbitration procedure, except  
26 in those instances where differences exist in Master Agreements and where the  
27 decisions of the Impartial Arbitrator concern different Local Supplemental  
28 Agreements or Local Understandings.
- 29 7. Copies of decisions shall be mailed to the following:
- 30 a) Union Representatives
- 31 b) Company Representatives
- 32 c) Union Staff Representative
- 33 d) Company Step 4 Representative
- 34 e) Director, Arbitration Department United Steelworkers  
35 5 Gateway Center  
36 Pittsburgh, Pennsylvania 15222

- 1 f) Manager, Human Resources, New Day Aluminum LLC  
2 1111 Airline Highway, Suite 3370  
3 Gramercy, Louisiana 70052  
4

5 **ARTICLE 11**

6 **MANAGEMENT**  
7

- 8  
9 A. The Company agrees in the exercise of its management rights under this Article to  
10 comply with the provisions of this Agreement.  
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12 B. Nothing in this Agreement is intended, nor shall it be construed, as denying or in any  
13 manner limiting the right of the Company, in its judgment, to control and supervise all  
14 operations and direct all working forces, including, but not limited to, the right to select  
15 and hire, discharge for just cause, suspend, or discipline for just cause, classify, layoff,  
16 recall, promote, demote or transfer employees, or relieve them from duties, establish  
17 schedules, hours of work, shift assignment, maintain existing work rules and terms and  
18 conditions of employment and make such additional rules and modifications thereof as  
19 may be reasonable and necessary, and to do any and all things necessary to manage,  
20 control and administer its operations efficiently and economically, except as otherwise  
21 expressly provided in this Agreement.  
22  
23 C. The Company shall have full authority to manage its operations including, but not limited  
24 to, the right to place work with outside contractors, to regulate the use of all equipment  
25 and other property of the Company, establish new or close down operations, plants,  
26 divisions or departments thereof, or expand, reduce, alter or combine any job or  
27 department, operation or function, determine number and location of plants and the work  
28 and products to be done and manufactured at each, methods of procedure used in  
29 performance of work, complement of employees needed or assigned to a particular  
30 function, and to maintain discipline among its employees.  
31

32 **ARTICLE 12**

33 **SUPERVISORS**

34 **A. Supervisors Working**

35 Any supervisor shall not perform work on a job normally performed by an employee in the  
36 Bargaining Unit; provided, however, this provision shall not be construed to prohibit supervisors  
37 from performing the following types of work:

- 38 1. experimental, development and other research work;

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- 2. demonstration work performed for the purpose of instructing and training employees;
- 3. work required by emergency conditions which are unforeseen circumstances that call for immediate action to prevent injury to personnel, damage to equipment, or loss of material; and
- 4. work which is negligible in amount, and which also, under the circumstances then existing, it would be unreasonable to assign to a Bargaining Unit employee.
- 5. Assistance in the performance of necessary work when operating difficulties are encountered or when production would otherwise be interrupted.

Work which is incidental to supervisory duties on a job normally performed by a supervisor, even though similar to duties found in jobs in the Bargaining Unit, shall not be affected by this provision.

If a supervisor performs work in violation of this Article 12, the Company shall pay such employee as the Union identifies the applicable standard hourly wage rate for the time involved or for (4) four hours, whichever is greater. The Union agrees to indemnify and hold the Company harmless against any claim by an employee asserting a right to be paid under this section.

**B. Definition**

For the purposes of this Article, the term “supervisor” shall include other non-bargaining unit employees of the Company.

**C. Supervisor Orders**

Where more than one foreman or supervisor issues orders to an employee, it is agreed that the employee should follow the last orders given to him by a supervisor, and will not be held responsible for contradictory orders because of dual or multiple action in the direction of the working forces by the management.

**D. Temporary Supervisors**

It is agreed that no employee will be upgraded to a position of temporary supervisor for more than one hundred and eighty (180) calendar days at any one time unless mutually agreed by the Company and the Union.

It is recognized that the Company may promote on a temporary basis employees to work in a supervisory capacity to relieve the supervisory workload in cases of absences.

The Company will select a proposed list of employees to be utilized as temporary supervisors. The list of proposed employees will be reviewed with the Union after

1 appropriate screening and prior to a temporary supervisor being selected. It is recognized  
2 that the number of temporary supervisors may be increased or decreased to suit varying  
3 conditions. The Union president or Union leadership will be contacted before changes the  
4 number of temporary supervisors is changed.

5 If the Union disagrees with the Company's selection of a temporary supervisor(s) under  
6 this Article, the Company will meet in good faith and discuss same with the Union.

7 The Company will attempt, when practicable, to identify temporary supervisor candidates  
8 from among the employees within the unit or area affected. When circumstances permit,  
9 the Company will state the nature and duration of the vacancy to the employee being  
10 upgraded.

11 An employee assigned as a temporary supervisor will not issue discipline to employees,  
12 provided that this provision will not prevent a temporary supervisor from relieving an  
13 employee from work for the balance of the turn for alleged misconduct. An employee  
14 will not be called by either party in the grievance procedure or arbitration to testify as a  
15 witness regarding any event involving discipline which occurred while the employee was  
16 assigned as a temporary supervisor.

17 An employee, who is upgraded to temporary supervisor, is eligible to work overtime  
18 within his classification. He will be given up to 30 minutes to complete his temporary  
19 supervisor duties at the end of his regular (upgrade) shift, prior to reporting for his  
20 overtime shift.

21 The Company shall minimize the use of temporary supervisors as much as practicable  
22 and take positive corrective action whenever there are serious abuses.

23 **E. Leaderman**

24 The Company reserves the right to implement a Leaderman role in any and all job  
25 classifications.

- 26 1. There will be a maximum of one Leaderman per shift and area.
- 27 2. A Leaderman shall receive a \$2.50 per hour premium to his then current rate  
28 when working in the capacity of Leaderman. Any applicable shift differentials  
29 and premium rates will also apply to the Leaderman's compensation.
- 30 3. Selection shall be made as follows:
  - 31 a. The Company will solicit applications for the position, collect the list  
32 of interested parties, and put together relevant data related to the  
33 interested candidates. Candidates who have active discipline in their  
34 record will not be considered unless by mutual agreement of the  
35 parties.
  - 36 b. A committee of four people, two from the Company and two from the  
37 Union will meet and, by consensus, narrow the pool of candidates to  
38 two, based on the skills and qualifications noted below and the  
39 applicant's seniority.

- 1 c. The Company will then select the Leaderman from the two candidates  
2 recommended by the committee.
- 3 d. In the event there is only one candidate who applies, the Company,  
4 following consultation with the Union, will decide whether that  
5 candidate shall fill the Leaderman role.
- 6 4. Candidates for Leaderman must be able to qualify to perform and/or  
7 demonstrate the ability to perform all tasks associated with the area assigned.  
8 In addition, the candidate must:
- 9 a. Have basic computer skills  
10 b. Demonstrate leadership ability and decision-making capabilities
- 11 5. Following consultation with the Union, Leaderman duties shall be set by the  
12 Company and subject to review and revision by the Company, as necessary.  
13 Duties shall include, but are not limited to:
- 14 a. Recordkeeping and reporting  
15 b. Directing and leading of the area workforce  
16 c. Filling of overtime  
17 d. Leading safety meetings  
18 e. Distributing/communicating daily information from and to plant  
19 management  
20 f. Coordinating maintenance activity and work permits in the applicable  
21 area  
22 g. Reviewing shift reports and communicating issues/corrective actions  
23 to plant management  
24 h. Assisting with procedure development and operator training  
25 i. Confirming procedures are printed and followed where applicable  
26 j. Other shift duties as deemed necessary  
27 k. Other duties specific to the area to which the Leaderman will be  
28 assigned.
- 29 6. The Leaderman shall not be involved in administering discipline.
- 30 7. Following consultation with the Union, the Leaderman position, may be  
31 terminated by the Company if business circumstances no longer justify the use of  
32 a Leaderman in a given area.
- 33 8. The Leaderman may be removed from the position if the Company determines,  
34 following consultation with the Union, that the Leaderman is not adequately  
35 performing the role of a Leaderman. If dissatisfied with the Company's decision,  
36 the Union may challenge the removal with an "arbitrary and capricious" standard  
37 to be applied by the arbitrator.

1 **ARTICLE 13**

2 **DISCHARGE AND DISCIPLINE CASES**

3 A. In the exercise of its rights under Article 11, the Company agrees that no employee shall  
4 be peremptorily discharged from and after the date hereof, and in all instances in which  
5 the Company may conclude that an employee's conduct justifies suspension or discharge,  
6 he first shall be suspended. Such suspension shall be for not more than five (5) calendar  
7 days, unless by mutual agreement of the parties or due to extenuating circumstances.  
8 During this period of initial suspension of the employee, if he believes that he has been  
9 unjustly dealt with, shall request a hearing and a statement of the offense before the  
10 Department Superintendent or his designated representative, with his Grievance man  
11 and/or Chairman of the Grievance Committee present. At such hearing the facts  
12 concerning the case shall be made available to both parties. After such hearing the  
13 Company may conclude whether the suspension shall be converted into discharge or,  
14 dependent upon the facts of the case, that such suspension be affirmed, extended, or  
15 revoked. If the suspension is revoked, the employee shall be returned to employment and  
16 receive full compensation for earnings lost, but in the event a disposition shall result in  
17 the affirmation or extension of the suspension or discharge of the employee, the  
18 employee may within five (5) calendar days file a grievance in Step 2, which shall be  
19 deemed to have been appealed to Step 4 of the Grievance Procedure under Section C of  
20 Article 10, and the Step 4 meeting shall be held and a decision made within five (5)  
21 calendar days from the date of filing of such grievance. Should it be determined by the  
22 Company, or by an Arbitrator in accordance with Step 5 of the Grievance Procedure, that  
23 the employee has been discharged or suspended unjustly, the Company shall reinstate the  
24 employee and pay full compensation for earnings lost.

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

28 B. The following discipline procedure shall be applicable to non-probationary employees for  
29 disciplinary suspensions, discharges and terminations, provided: (1) the continuance of  
30 employment does not represent an impairment to the Company's ability to operate in a  
31 safe manner and (2) no concerted activity is involved. When practicable, such  
32 disciplinary action should take place within fourteen (14) calendar days of the Company  
33 receiving sufficient information to determine that the employee engaged in behavior that  
34 merits discipline.

35 C. This procedure shall not be applicable to suspensions, discharges and terminations  
36 resulting for causes such as the following:

- 37 1. Fighting.
- 38 2. Possession of or being under the influence of alcohol or drugs.
- 39 3. Theft or fraud.

- 1 4. Refusal to perform assigned work.
- 2 5. Willful intent to damage, destroy or misuse Company property or that of another  
3 employee.
- 4 6. Actions that represent a danger to the safety of employees.
- 5 D. Regarding administration of discipline to which this procedure is applicable, the  
6 employee shall be returned to work (if he would have been scheduled to work but for the  
7 discipline) when a grievance is timely filed. If a grievance is filed after the start of  
8 suspension for a cause to which the procedure is applicable, the employee shall be  
9 contacted and shall be advised that as a result of the grievance filing, the remaining  
10 balance of the suspension period is being deferred pending final resolution of the  
11 grievance and he will be scheduled to return to work (if he would have been scheduled to  
12 work but for the discipline) as soon as practicable but without pay for the time he was  
13 held out of work, unless such pay is provided for in the final determination of his  
14 grievance.
- 15 E. Grievances involving employees who are retained or returned to work under this  
16 procedure will be processed under the regular grievance and arbitration procedure;  
17 provided, however, the parties recognize that time is of the essence and both parties will  
18 exert their best efforts to expedite the processing of the grievance at all steps and will  
19 immediately select an arbitrator. Grievances concerning disciplinary suspensions of less  
20 than 5 days shall be arbitrated in the accelerated arbitration procedure in accordance with  
21 the procedure set forth in Article 10.
- 22 F. An employee who has invoked this procedure will remain subject to all other provisions  
23 and conditions of continued employment applicable to any other member of his or her  
24 bargaining unit.
- 25 G. Grievance or disputes concerning the applicability of this procedure will be submitted to  
26 the regular arbitration procedure.
- 27 H. Discipline During Shift. Disciplinary suspensions shall not commence during an  
28 employee's shift unless, in the opinion of the Company, the immediate suspension of the  
29 employee is in the best interests of safety or good order. No such suspension shall be  
30 issued until a Union representative has first been notified, unless a Union representative  
31 is not readily available.

32  
33 **ARTICLE 14**

34 **SAFETY AND HEALTH**

35 The Company and the Union will continue to cooperate toward eliminating safety and health  
36 hazards and will continue to encourage employees to use the procedures stated herein in reaching  
37 this objective.

1

2 The Company, in accordance with applicable Federal and State laws shall furnish to each  
3 employee, employment free from recognized hazards that are causing or are likely to cause death  
4 or serious physical harm. Further, the Company shall comply with occupational safety and health  
5 standards promulgated under any such laws.

6 It is intended that the International Union, Local Union, Union Safety Committee and its  
7 officers, employees and agents shall not be liable for any work connected injuries, disabilities or  
8 diseases which may be incurred by employees. In this Article, the Union, through its various  
9 representatives, committees, officers, employees, and agents, has been accorded participation  
10 relating to employee safety and health; however, it is not the intention of the parties that these  
11 provisions shall in any way diminish the Company's exclusive responsibility.

12 Further, it is clearly understood by the parties that this Article shall not be used for the purposes  
13 of concerted activity or to avoid unpleasant working conditions inherent in any particular  
14 operation and nothing contained in this Article shall abridge the rights of the Company under  
15 Articles 10 and 11 of this Agreement.

16 Joint Safety and Health Committees will function, meet monthly and shall concern itself with the  
17 items outlined below:

- 18 1. Cooperate with the Company Safety and Health personnel in considering  
19 practices and rules relating to safety and health.
- 20 2. Suggest appropriate changes to existing practices and rules and recommend  
21 adopting of such changes.
- 22 3. Review and develop data which will be useful in identifying accident sources and  
23 injury trends and which identify health hazards.
- 24 4. A Company member of the Committee shall maintain minutes of its activities.  
25 Minutes will be mailed to the Staff Representative, Union President, and Union  
26 Safety Chairman within fifteen (15) days of the meeting.

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

- 29 1. Investigate serious accidents, and safety and health hazards, whether they result in  
30 injury or not, and, at the next Committee meeting, report the results of such  
31 investigation to the full Committee.
- 32 2. Jointly inspect work areas they deem appropriate for inspection and to report the  
33 results of such monthly inspection to the full Committee at its next meeting.
- 34 3. Accompany State and/or Federal Safety officials who are on the plant site perform  
35 safety inspections or to investigate employee complaints relating to employee  
36 safety and health.

- 1 Identified hazards will be reported to Management for appropriate corrective action.
- 2 At every third monthly meeting the Committee shall review its activities conducted during the  
3 previous period. The International Union Staff Representative servicing the location may attend  
4 and participate in this meeting.
- 5 The Company shall provide protective devices, wearing apparel (excluding safety shoes) and  
6 other equipment necessary to protect employees from industrial illness and/or injury. The  
7 management and union co-chairmen of the joint safety and health committee shall confer and  
8 resolve any safety and health problems associated with personal apparel provided by the  
9 company. And further, the Company will continue to maintain adequate first aid coverage at all  
10 of its facilities.
- 11 On April 1, 2017, April 1, 2018, April 1, 2019, April 1, 2020 and April 2021, each employee  
12 who on that date has one year of seniority shall receive an allowance of \$75.00 to purchase  
13 safety shoes for his wear at the plant. This allowance will not be subject to tax as long as  
14 permitted by Internal Revenue Service. This benefit is in lieu of and supersedes any local  
15 practice or agreement to pay for shoes or metatarsals except where the employees have any  
16 superior conditions they may elect to retain the existing practice or agreement, and except where  
17 the Company is required by law to pay for such shoes and metatarsals.
- 18 Health and Safety Committee may contact and use available internal Management Industrial  
19 resources in the area of ventilation, temperature control, fumes, smoke, toxic substances,  
20 flammable materials, chemicals, solvents, and compounds.
- 21 Specifically, the Management Environmental Steering Committee is available to the Safety and  
22 Health Committee in matters pertaining to acceptable health levels and techniques of monitoring  
23 environmental control. It is also expected that the Steering Committee will have occasion to  
24 communicate with individual employees and groups of employees concerning implementation of  
25 applicable Safety and Health laws and standards. Any unresolved issues may be entered at the  
26 third step of the grievance procedure.
- 27 A. An employee who believes that there exists an unsafe condition, beyond the normal  
28 hazards inherent in the operation, which involves an immediate danger of injury to his  
29 person may request an immediate meeting with the foreman. The foreman shall  
30 investigate to determine whether or not such conditions do exist.
- 31 1. If the foreman determines that such imminently hazardous conditions do not exist  
32 and the employee still believes that such conditions do exist, the matter shall be  
33 reduced to writing by the employee on forms provided by the Company and the  
34 employee may then request that the Company Safety Supervisor and the  
35 Chairman of the Union Safety Committee, or their designated representatives  
36 confer immediately on the subject. The employee will then be assigned other  
37 work in his classification or another classification as appropriate or substitute  
38 work if available. Upon conferring, the parties must first decide if an immediate  
39 danger of physical injury exists. If the parties agree that no such danger of  
40 immediate physical injury exists, the employee shall perform the work.

1           2.     If upon conferring, the Safety Supervisor and the Chairman of the Union Safety  
2           Committee cannot agree if an immediate danger of physical injury exists, the  
3           work shall be performed by the employee. If the employee believes that there still  
4           exists an immediate danger of physical injury to his person he will be assigned  
5           other work in his classification or offered work in another classification as  
6           appropriate, substitute work, if available, or he will be sent home. Nothing  
7           contained in this Article shall preclude the Company from assigning another  
8           employee to the job in question after he is advised by supervision that an unsafe  
9           condition has been alleged. No employee, other than communicating the facts  
10          relating to the safety of the job, shall take any steps to prevent the assigned  
11          employee from working on the job. The Company Human Resources Manager  
12          and a Representative of the International Union shall confer immediately to  
13          decide if an immediate danger of physical injury exists.

14          3.     If the Company Human Resources Manager and the Representative of the  
15          International Union are in dispute, the matter shall be submitted immediately to  
16          the State Safety Representative, or such other person as may have been agreed  
17          upon in advance, whose decision shall be final and binding, and whose expenses,  
18          if any, shall be shared equally by the Company and the Union.

19          In all cases under the above procedure the disposition of the complaint shall be reduced to  
20          writing on the forms provided for that purpose.

21          If the employee is sent home and it is later decided in accordance with the above procedure that  
22          such conditions did not exist, the Company may exercise its right under Articles 10 and 11 of the  
23          Agreement. If, on the other hand, the employee is sent home and it is later decided in accordance  
24          with the above procedure that such conditions did exist, the employee shall be entitled to recover  
25          the pay for the time lost.

26          In providing the procedures outlined above, the parties agree to guard against the misapplication  
27          of this procedure by those seeking to use it for purposes not related to safety or health and/or by  
28          the misapplication of the immediate danger provisions described above, it is therefore the  
29          continuing responsibility of all employees, as well as all Company and Union representatives to  
30          make certain that the provisions of this Article 14 are applied solely for, and in the manner  
31          intended herein. If the Company believes that this Article 14A procedure is being abused at any  
32          of the plants under this Agreement, use of this Section may be suspended until the Union and  
33          Company Negotiating Chairmen have an opportunity to review such abuse and take necessary  
34          corrective action.

35          B.     An employee alleging an unsafe working condition beyond the hazards inherent in this  
36          particular operation, which does not pose an immediate danger of injury to his person,  
37          should file a grievance in Step 2 of the Grievance Procedure rather than use the 14A  
38          procedure above. It is understood and agreed that if the grievance is filed on an unsafe  
39          working condition; such grievance shall receive preferred handling and shall be expedited  
40          through the Grievance Procedure. The Chairman of the Union Safety Committee shall  
41          handle such grievance for the Union in Step 2 of the Grievance Procedure.

1 C. The Union members of the Safety Committee shall have access to all places in or about  
2 the plant or property of the Company at reasonable times to investigate safety and health  
3 conditions, provided reasonable notice has been given to the Department Head to be  
4 visited or his designated representative. Each Union member of the Safety Committee  
5 shall, upon reasonable notice to his immediate supervisor, be afforded such time off  
6 without pay as may be required for the purposes of making such inspections and  
7 performing other duties provided for in this Article. The Director of the International  
8 Union Safety and Health Department or his designee may arrange to make a plant  
9 visitation by making arrangements with the Union Chairman of the Negotiating  
10 Committee who may contact the Company Chairman of the Negotiating Committee.

11 D. When an employee is temporarily reassigned from his job because of a Company medical  
12 determination establishing that exposure to a toxic substance involved in such job has  
13 adversely and temporarily affected his health, he shall retain his regular rate of pay for a  
14 period of not more than sixty (60) calendar days while working on any other Company  
15 assigned job. The local parties may mutually agree to an extension of the rate retention  
16 period.

17 E. Industrial Injury

18 1. When, because of a disability attributable in whole or in part to his employment  
19 with the Company, it is medically indicated that an employee be removed from  
20 his job, the following shall apply:

21 a. The removed employee shall be entitled to exercise all rights under the  
22 Agreement as though he had been affected by a reduction in forces. Such  
23 rights include, but are not limited to, the right to transfer to an available  
24 job in the plant.

25 b. For purposes of this Section "available job" means one to which the  
26 employee is entitled under the Agreement and which he can perform  
27 consistent with his physical ability and condition and health requirements.

28 c. In the event no available job exists in the plant, the Local Union President,  
29 or his designee, and the Plant Manager, or his designee, may agree upon  
30 an alternative suitable job in the plant for a removed employee. A job shall  
31 be deemed suitable if the removed employee can perform the essential  
32 functions of the job consistent with business necessity and with reasonable  
33 accommodation, if necessary. The employees' physical ability, condition  
34 and health requirements will be part of this determination.

35 In the event that a suitable job is not available, the Union and the  
36 Company will work in good faith to determine if meaningful work tasks  
37 can be assigned the employee consistent with any restrictions of the  
38 employee and need of the Company.

39 The Company will proceed with the above analysis mindful of its  
40 obligations to accommodate workers injured in industrial accidents,

1 consistent with the Americans with Disabilities Act and corresponding  
2 Louisiana state law as well as this Agreement.

- 3 d. Should any dispute arise under this program as to disability, medical  
4 indication or health requirements, the Company's medical representatives  
5 shall make the initial determination. If that determination is disputed by  
6 the Union, the matter shall be referred to a mutually designated physician  
7 or medical center for a final determination. The fees incurred in  
8 connection with this determination shall be shared by the parties. Any lost  
9 wages or expense incurred by the employee in connection with this  
10 determination shall be borne by the Company.

11 2. Removed/Demoted Employees

- 12 a. A removed or demoted employee, pursuant to Section 1 to a job of a lower  
13 job class shall nevertheless be paid at the job class not less than the job  
14 from which he was removed.
- 15 b. If the removed employee refuses two promotions to available jobs, as  
16 defined in Section 1 b, he shall thereafter forfeit his right to receive the  
17 guaranteed job class described in Section 2 a.

18 F. Safety and Health Matters

19 1. Employee Routine Health Exams / Physicals

20 Employees may elect to have routine health exams / physicals, through the  
21 Company Medical Department, according to the following schedule:

- 22 a. 39 years old and younger, routine health exam once every two (2) years,  
23 b. 40 years old and older, routine health exam once each year.

24 These Routine Health Exams will not take the place of current established job  
25 related screenings.

26 2. Medical Records

27 Employee medical record files shall be maintained under the control of the  
28 Medical Department or a licensed physician, under conditions of confidentiality  
29 appropriate to ethical medical practice. An employee's medical record file shall  
30 not be released to any individual without the informed written consent of the  
31 employee, except where legally required, or in grievance and arbitration  
32 proceedings, litigation, benefits proceedings or medical studies. The Medical  
33 Department may provide medical opinions, prognoses, or recommendations to the  
34 Company or to the Union, without the consent of the employee, where such  
35 information does not contain specific diagnoses or details, and where such  
36 information is necessary to the company as the employer or the Union as the

1 employee representative. Whenever the Company physician detects a medical  
2 condition, which, in his judgment, requires further medical attention, the  
3 Company Physician shall advise the employee of such condition or to consult  
4 with his personal physician.

5 3. Medical Clearance

6 a) Return to Work

7 Normally, when a Company doctor is not available to examine an  
8 employee prior to his return to work, the employee will be provisionally  
9 permitted to return to work, pending subsequent clearance by the  
10 Company's doctor, upon presentation of a statement from his personal  
11 doctor certifying his fitness to do so. However, in those cases where the  
12 nature of the illness or injury is such that the Company requires clearance  
13 by the Company doctor, such will be necessary prior to return to work.

14 b) Third Doctor Arbitration

15 If any difference shall arise between the Company and the Union as to the  
16 employee's inability to return to work as a result of any injury or illness,  
17 such difference shall be resolved by filing a grievance, which shall be  
18 deemed waived by the parties to Step 4. Differences remaining thereafter  
19 shall be submitted to a special arbitrator whose decision shall be final and  
20 binding on all parties. The arbitrator shall be a physician mutually agreed  
21 upon between the Company doctor and a doctor appointed by the Union. It  
22 is understood that it is the prerogative of the Company or the Union to  
23 have their respective physicians present to assist in the presentment of  
24 their opinions and the facts in resolving the dispute. The fees and expenses  
25 of the physicians selected by the Company and the Union shall be borne  
26 by the party appointing such physician, and the fees and expenses of the  
27 third physician, the arbitrator, shall be shared equally by the Company and  
28 the Union.

29 c) Return from Sick Leave - Medical Clearance

30 1. If an employee, who has been off work by reason of personal  
31 illness for 14 work days or less, reports for work at the start of his  
32 scheduled shift and is detained for medical examination, he will  
33 receive allowed time pay from the start of such shift provided:

34 a. The medical examination results in his clearance for work  
35 on that shift, and

36 b. The employee reports back for work and does perform  
37 work on that shift.



1 to observe the sampling or testing activities. A report based on  
2 such tests and investigations will be reviewed and discussed with  
3 the Union Co-Chairman. For such surveys conducted at the request  
4 of the Union Co-Chairman, a written summary of the sampling and  
5 testing results and the conclusions of the investigation will be  
6 provided to the Union Co-Chairman.

7 6. Toxic Materials

8 Where the Company uses materials at levels considered to be toxic  
9 under normal conditions of use, or where employees might be  
10 exposed to unusual concentrations of toxic materials through  
11 accident, it shall inform the affected employees what hazards, if  
12 any, are involved, and what precautions shall be taken to insure the  
13 safety and health of the employees. Upon the written request of the  
14 Union Co-Chairman of Safety and Health Committee, the  
15 Company shall provide in writing requested information from  
16 material safety data sheets, if they are available to the Company, or  
17 their equivalent on toxic substances to which employees are  
18 exposed in the work place; provided that when the information is  
19 considered proprietary, the Company shall so advise the Union Co-  
20 Chairman, and provide sufficient information for the Union to  
21 make further inquiry.

22 7. Safety and Health Training

23 The Company recognizes the special need to provide appropriate  
24 safety and health training to all employees. The Company  
25 presently has safety and health training that provides either the  
26 training described below or the basis for such training as it relates  
27 to the needs of the Company and its various plants. Training  
28 programs shall recognize that there are different needs for safety  
29 and health training for newly hired employees, employees who are  
30 transferred or assigned to a new job and employees who require  
31 periodic retraining.

32 a) Training of Newly Hired Employees

33 Newly hired employees shall receive training in the general  
34 recognition of safety and health hazards, the applicable  
35 labor agreement provisions, and the purpose and function  
36 of the Company's Safety (Health) and Medical  
37 Departments, the local Safety Committee and the  
38 international Union Safety and Health department. In  
39 addition, upon initial assignment to their duties, they shall  
40 receive necessary training on the nature of the operation or  
41 process, the safety and health hazards of their duties, safe

1 working procedures, the purpose, use and limitations of  
2 personal protective equipment required, and other controls  
3 or precautions associated with their duties.

4 b) Training Review

5 The necessary training of employees shall be directed to the  
6 hazards of the duties to which they are assigned. Such  
7 training shall include hazard recognition, safe working  
8 procedures, purpose, use and limitations of special personal  
9 protective equipment required and any other appropriate  
10 specialized instruction.

11 The Union Co-Chairman of the Safety (and Health)  
12 Committee and the International Union Safety and Health  
13 department or a designee shall, upon request, be afforded  
14 the opportunity to review the training program for all  
15 employees at the plant level.

16 c) Retraining

17 As required by an employee's duties and assignment area,  
18 periodic retraining as necessary shall be given on safe  
19 working procedures, (hazard recognition, and other  
20 necessary procedures) and precautions.

21 8. PCB Control Program

22 The Company shall continue its control program for handling and  
23 disposing of oils containing polychlorinated biphenyls (PCBs). This  
24 program will include, but not be limited to, provisions for testing devices  
25 that may contain PCBs, air sampling, labeling, protective clothing,  
26 respirator program, and proper training for handling PCBs.

27 The Union Co-Chairman of the Safety and Health Committee or the  
28 International Union Safety and Health department may request in writing  
29 from a single source designated by the Company current information as to  
30 the program for PCB control.

31 G. Employees With Temporary Physical Restrictions

32 An employee who has temporary medical restrictions may, with mutual agreement  
33 between the parties, be assigned to a job, other than his own within the plant, rather than  
34 remain on sick leave. The assignment must be one that falls within the medical  
35 restrictions placed on the employee by his physician, and during the term of the  
36 assignment, the employee's regular rate of pay will be retained. The parties agree to apply  
37 this provision fairly and consistently for each employee who may be eligible under this  
38 agreement.

1 H. Heat Stress

2 The parties reviewed that area of our relationship which has been constructively  
3 developed over more than twenty years and which has addressed itself to potential safety  
4 and health hazards, particularly those in the area of heat stress. This is to reaffirm the  
5 Company's intent to continue the advancement of that relationship under the auspices of  
6 the Executive Safety and Health Committee and the Human Resources Department and  
7 the International Union appropriate headquarters representatives.

8 Nothing herein modifies any existing obligations of the parties at the local level.

9 I. Hurricane Defense Staffing

10 The Union is concerned over the protection of the plant property and equipment;  
11 however, our primary concern is the safety and welfare of our members, their families  
12 and property. Therefore, the Union will abide by the "Gramercy Alumina Hurricane  
13 Plan". Further, the officers and committeemen will assist the local plant management to  
14 try to procure necessary staffing should the need arise. **In the event the Hurricane Plan  
15 changes, the Company will discuss any changes with the Union.**

16 J. Drug and Alcohol Policy

17 The negative impact of substance abuse on productivity, employee safety and employee  
18 health is a well-documented problem. The philosophy of approach in dealing with such  
19 problems in Gramercy is corrective and rehabilitative, not punitive. This policy is to  
20 provide guidelines for all employees regarding alcohol and drug abuse.

21  
22 The Company herewith adopts procedures that are designed to:

- 23
- 24 • Establish and maintain a safe, healthy working environment for all employees;
- 25
- 26 • Ensure the reputation of the Company and its employees as responsible citizens;
- 27
- 28 • Reduce the incidence of accidental injury to employees or to property and take  
29 advantage of the current Worker's Compensation statute.
- 30
- 31 • Reduce absenteeism, tardiness, indifferent job performance and other non-  
32 production actions; and
- 33
- 34 • Provide assistance toward rehabilitation for affected employees.
- 35

36 **1. BASIC POLICY**

37  
38 The company expects employees to be physically and mentally able to perform. Their  
39 jobs and work free from alcohol and drugs (hereafter referred to as drugs). Failure to  
40 meet these basic expectations will result in disciplinary action up to and including  
41 discharge.

1  
2 The Company will treat drug dependency as a health problem. Seeking assistance for  
3 such problems is encouraged and will not jeopardize an employee's job. However,  
4 seeking assistance will not be a defense to the imposition of disciplinary action or  
5 forestall termination where conduct is so flagrant as to be deemed intolerable nor will the  
6 presence of drug or alcohol serve to tolerate or excuse conduct which otherwise clearly  
7 warrants discharge.  
8

## 9 **2. OBJECTIVES**

- 10 • Education: See that all employees and their families understand the health and  
11 safety risks caused by alcohol/drugs and the danger posed in the workplace by  
12 substance abuse.  
13
- 14 • Training: Managers and Supervisors and Local Union Top 5 Officers, Chief  
15 Steward and Assistant Chief Steward will be trained in alcohol and drug abuse.  
16 Supervisory personnel and Local Union Top 5 Officers, Chief Steward and  
17 Assistant Chief Steward will be trained in criteria that would indicate reasonable  
18 suspicion of drug/alcohol use which may affect job performance, safety of  
19 personnel and Company property.  
20
- 21 • Enforcement: The Company may search vehicles on Company property, desks,  
22 lockers in change room, break areas, restrooms, use dog sweeps and alcohol/drug  
23 testing.  
24
- 25 • Treatment: Counseling from qualified counselors will be provided through the  
26 Company's Employee Assistance Program to make a determination of the degree  
27 of treatment necessary.  
28
- 29 • Discipline: Up to and including termination if there is found to be just cause  
30 consistent with the provisions of this Drug & Alcohol policy.  
31
- 32 • Non-Users: The policy protects their freedom. We apologize for testing non-users,  
33 yet it is in order to protect their safety and health.  
34

## 35 **3. POLICY**

36  
37  
38 For years the Company has had a rule prohibiting the use of alcohol and drugs in order to  
39 maintain a safe working environment. Consistent with the past rules, the Company has  
40 developed this policy statement regarding alcohol and drug abuse. Our goal is to establish  
41 and maintain a safe work environment that is free from use of drugs and alcohol. An  
42 employee must be in a fit condition to perform the work required of him. An employee  
43 under the influence of intoxicating beverages, narcotics, or drugs is not considered in fit  
44 condition to work. The Company expects employees to report for work in condition to  
45 perform their duties. The company recognizes that the employees' off-the-job and on-the-

1 job involvement with alcohol and drugs can have an impact on the workplace and our  
2 ability to accomplish our goal of a safe work environment.  
3

4 ANYTHING CHANGED AFTER AGREEMENT IS SUBJECT TO NEGOTIATIONS  
5 WITH THE UNITED STEELWORKERS.  
6

7 **a. Alcohol:**  
8

- 9 i. The use or possession of alcohol on Company premises inside the gate  
10 is prohibited and places the violator in jeopardy of immediate  
11 discharge.  
12  
13 ii. Failure to be alcohol free will subject an employee to discipline up to  
14 and including termination.  
15

16 **b. Illegal drugs:**  
17

- 18 i. The use, possession, sale, trade, transfer or delivery of illegal drugs or  
19 a controlled substance by an employee to another person is grounds for  
20 immediate discharge. Such employees will be referred to law  
21 enforcement authorities.  
22  
23 ii. Off-the-job illegal drug use which could adversely affect an  
24 employee's job performance or which could jeopardize the safety of  
25 other employees, public or Company equipment is proper cause for  
26 administrative or disciplinary action up to, and may include  
27 termination, if there is a felony criminal conviction.  
28

29 **c. Prescription Drugs:**  
30

- 31 i. No prescription drugs shall be brought upon Company premises by  
32 any person other than the person for whom the drug is prescribed by a  
33 licensed medical practitioner and shall be used only in the manner,  
34 combination and quantity prescribed.  
35  
36 ii. The employee must notify the Company Medical Department that they  
37 are taking such drugs for medical reason. Where such use of drugs  
38 adversely affects job performance, the employee will be temporarily  
39 relieved of his job duties. Failure to notify the Company Medical  
40 Department may subject an employee to disciplinary action up to and  
41 including discharge.  
42  
43 iii. Employees undergoing prescribed medical treatment with a controlled  
44 substance should report this treatment to the Company Medical  
45 Department.  
46

- iv. The use of controlled substance as part of a prescribed medical treatment program is naturally not grounds for disciplinary action, although the employee will not be allowed to work.

**4. Employee Assistance Program**

The Company has an Employee Assistance Program which includes education, training, and in/out patient treatment. The program is operated and maintained on a strictly confidential basis. No one except yourself will know of your participation in treatment without your written permission if you feel you may have a chemical dependency problem, we invite you to investigate the program immediately.

**5. Drug Screening - Pre-Employment and Return from Leave of Absence**

- i. All applicants considered for employment will be screened for drugs as part of the pre-employment medical examination. New employees will be subject to "no notice" testing for sixty (60) calendar days.
- ii. Employees returning from any leave of absence exceeding 90 days will be required to undergo drug screening. A positive test will result in a management referral for EAP evaluation. Those employees who refuse this screening or referral will be severed and shown as a voluntary termination.

**6. Drug Screening – Reasonable Suspicion**

The Company will require drug testing when for reasons that the Company or its duly authorized representative determine an employee to be in violation of this policy.

Supervision and your Local Union Top 5 Officers, Chief Steward and Assistant Chief Steward have been trained in criteria which would indicate "reasonable suspicion of drug/alcohol use" which may affect job performance and safety. This criterion is not limited to the following:

- i. Employees who sustain occupational injuries requiring outside medical treatment.
- ii. Employees who are responsible for an accident resulting in damage to Company property or injury to other employees.
- iii. Employees whose work performance and/or behavior creates reasonable suspicion that they are not drug free.

1 Drug screening for reasonable suspicion will be initiated immediately. Screening  
2 an injured employee will be initiated after required medical treatment, but within  
3 twenty-four hours.  
4

5 **7. Drug Screening - Random Testing**  
6

7 i. The Company may periodically, but no greater than one per week,  
8 randomly select a number of Employees that will be no greater than a total  
9 of two and one-half percent (2.5%) in any one week and five percent (5%)  
10 in any one month, who shall submit to a random drug and alcohol screen.  
11 The parties shall meet on Monday to have a random generation computer  
12 program select which day of the week (Monday — Wednesday) and shift  
13 (starting time 7 am — 6:59 pm, or 7 pm — 6:59 am), the random selection  
14 of Employees shall occur. When Monday is a holiday, or the day selected  
15 is a holiday, random testing shall not occur that week.  
16

17 ii. The random selection shall be computer generated in the presence of a  
18 designated Union representative. The Company shall declare the  
19 percentage or number of Employees to be drawn, in advance of the  
20 selection. The designated Union representative shall be permitted to  
21 review the names of the Employees in the random pool in advance of the  
22 selection. The parties agree the names of the Employees selected shall  
23 remain confidential. If one or more Employees are not on the designated  
24 shift for the selected day, the random generation computer program shall  
25 select an equal number of replacements until the predetermined percentage  
26 or number has been reached.  
27

28 iii. Once selected in the presence of the designated Union official, the selected  
29 Employees working on the designated shift on the day of the selection  
30 shall be contacted by a Company representative. Such Employees shall  
31 report to the plant Health Services department before the end of his/her  
32 shift that day.  
33

34 **8. Drug Screening – Miscellaneous**  
35

36 i. Any employee refusing to provide a urine sample, breathalyzer sample, or  
37 blood test, regardless of the basis for selection (e.g. random selection,  
38 reasonable suspicion, violation of the absence control policy, etc.), will be  
39 terminated.  
40

41 ii. An employee sent for testing, pending the test results will be placed on  
42 leave until the test results are in. If the test results are positive, the  
43 employee will not be paid for such leave. If the test results are negative,  
44 the employee will be paid the regular wage he would have had the  
45 opportunity to receive during his leave.

- 1 iv. Testing shall be at Company expense. The testing facility will be visited  
2 by a representative of the Union and of the Company.  
3
- 4 iv. At the employee's request, a "split sample" will be provided for  
5 independent testing and shall be at the sole expense of the employee. An  
6 employee who successfully challenges the accuracy of a positive test  
7 result will be reimbursed for costs of this test.  
8
- 9 v. A proper chain of custody will be maintained on all samples.  
10
- 11 vi. The employee will be provided with a copy of test results. The results of  
12 such tests will not be divulged by the Company to a third party other than  
13 the Medical Review Officer without the consent of the tested employee  
14 unless discipline is involved and a grievance is filed. Then, the Union will  
15 be furnished the results. However, the Company and the Union reserve the  
16 right to refer the said results to any disciplinary hearing, arbitration or  
17 unemployment hearing initiated by the employee or Union.  
18
- 19 vii. Semi-annually, the Company will provide the Staff Representative and the  
20 Local Union President the number of employees tested - no names.  
21
- 22 viii. Employees who are requested to submit to a drug screening test will be  
23 asked to sign a consent release form authorizing the test to be performed  
24 and the test results to be released to the Company. Refusing to sign the  
25 form or to submit to the test will subject an employee to immediate  
26 discharge.  
27
- 28 ix. Any employee who has a second positive test within 7 years of the first  
29 positive test will be terminated.  
30
- 31 x. Any altering or attempt to alter any specimen or screen will also result in  
32 immediate termination.  
33

34 **9. Self-Reporting.** Any Employee who self-reports prior to being selected for a  
35 drug screen and agrees to an EAP evaluation must also agree to participate and  
36 complete the treatment program recommended as a result of the evaluation. After  
37 completion of the treatment regimen, the Employee will be subject to "no notice"  
38 testing in the workplace for a period of two (2) years and will be required to  
39 complete an aftercare agreement established and maintained by the EAP provider.  
40 Any such self-report shall not be deemed a positive drug test in violation of the  
41 terms and conditions of this policy.  
42

43 **10. EAP Referral**  
44

- 45 i. Subject to the conditions set out in this Policy, any employee who tests  
46 positive, in violation of any provision of this Policy (i.e. regardless of the

1 basis for the selection), will be offered the opportunity to submit to any  
2 evaluation by the EAP, if the positive test is not a second positive test  
3 within a 7-year period. Employees electing to decline this opportunity will  
4 be subject to discipline up to and including termination. If the Employee  
5 agrees to an EAP evaluation, that Employee must fully comply with the  
6 recommendation of the EAP, including a return to work recommendation  
7 and any other such treatment program as referred. Further, an Employee  
8 who tests positive will be on unpaid leave (however, it is understood that  
9 Employees who test positive will not be denied the Sickness and Accident  
10 benefit if otherwise qualified) until a negative test result has been provided  
11 to the Company. Such an unpaid leave period can be as short as possible,  
12 subject to the terms of the EAP treatment program, so long as the  
13 employee can test negative before returning to work, but cannot last more  
14 than 30 days (or 45 days in the case of an initial positive test for  
15 Cannabinoid). Employees cannot ask to be retested during the period that  
16 the Company is awaiting the results of a prior test. If the Employee cannot  
17 achieve a negative test result by the 30th day (or 45th day in the case of an  
18 initial positive test for Cannabinoid), the Employee will be considered as  
19 having his/her second positive test result and will be terminated.

- 20
- 21 ii. An employee who tests positive in violation of this policy, who is returned  
22 to work by a treatment program shall commence no-notice random  
23 screening for two (2) years from the date of the original positive test  
24 result. Any employee who has a positive test while in EAP shall be  
25 terminated.
  - 26
  - 27 iii. An employee may not request to enter the Employee Assistance program  
28 to avoid: a) any drug and alcohol tests set forth herein (e.g. random,  
29 reasonable suspicion, post-accident, return to work); b) the consequences  
30 of a test result; or c) the obligation to submit to a test under this Article.

## 31

### 32 **11. Screening levels**

33

34 The Parties agree that the substance screening levels be set forth for the life of the Agreement as  
35 follows, and it shall not be deemed a violation of the policy unless an Employee's substance  
36 screen results exceed the test results set forth herein:

37

- 38 Amphetamine – cut-off 1000 ng/ml
- 39 Barbiturates – cut-off 200 ng/ml
- 40 Benzodiazepines – cut-off 200 ng/ml
- 41 Cannabinoid – cut-off 100 ng/ml
- 42 Cocaine – cut-off 300 ng/ml
- 43 Opiates (including Codeine and Morphine) – cut-off 2000 ng/ml
- 44 Phencyclidine – cut-off 25 ng/ml

45

- 46 Alcohol - .04 BAC

1  
2 All substance testing shall be conducted by an independent HHS/NIDA of  
3 HHS/SAMSHA certified laboratory.  
4

5 The above procedures will be voided if prohibited by any applicable federal or state law.  
6

7 The employer agrees to hold the Union harmless and to bear any expenses incurred by the Union  
8 in defending litigation outside the Step #4 Grievance and Arbitration procedures alleging that the  
9 employer's drug testing procedure violates the U.S. Constitution or violates a Louisiana statute,  
10 where such litigation arises out of the employer's activities in carrying out the drug testing  
11 program.  
12

13 Safety and health on the job is a firm management position; it is also the law. Your Union has  
14 negotiated with this endeavor and has reached an acceptable agreement. We intend to cooperate  
15 with the local law enforcement authorities. We also intend to increase security in the locker  
16 rooms, entrances and exits, parking lots, etc. Security is everyone's responsibility. If you see  
17 someone doing wrong and ignore it, that is the same as saying it is OK. We are asking for full  
18 employee support in maintaining a safe and healthful workplace.  
19

20 K. Replacement of Welding Gloves and Hand Tools

21 1. The Company will replace welding gloves damaged or worn out in the course of  
22 employment for those Maintenance employees who are required to weld. The  
23 damaged or worn out gloves must be turned in to the Company for the employee  
24 to be eligible for a replacement.

25 2. The Company will replace hand tools which are required on Maintenance  
26 classification tool lists that are damaged or worn out in the course of employment.  
27 The damaged or worn out hand tools must be turned in to the Company for the  
28 employee to be eligible for a replacement.

29 The Company will periodically inspect Maintenance men's tools to determine that  
30 the employee has the hand tools required for his classification and gives them  
31 proper care.

32 L. Clothing Damage – Scalpers

33 Scalpers will be provided coveralls under the following conditions:

- 34 1. Permanent Scalpers will be provided three (3) pairs of coveralls during each  
35 calendar year - one each in January, May and September.  
36 2. Scalpers may keep all permanently issued coveralls.  
37 3. Scalpers are responsible for all repairs to their coveralls  
38 4. Coveralls need not be turned in when new ones are issued.  
39 5. New Scalpers will receive two (2) pairs of coveralls during the trial period. A third  
40 pair will be issued upon successful completion of the trial period.  
41 6. Laundry facilities and bulk soap will be provided by the Company

1 M. Clothing Damage Compensation

2 A reasonable cash adjustment will be made to compensate an employee for work clothing  
3 that is damaged beyond use in an industrial accident. The damage to the clothing must be  
4 through no fault of the employee such as failure to wear designated protective-equipment.  
5 There must be a specific single accident that damages the clothing beyond future use. It is  
6 not the intent of this policy to compensate employees for an accumulation of minor  
7 damage such as acid spots, welding spark burns, tears, etc.

8 The cash adjustment will be based on the average cost of work clothing and takes into  
9 consideration the prior wear and tear of the article ruined. If an employee qualifies for a  
10 clothing adjustment, the Safety Supervisor will determine the amount of such adjustment  
11 under this policy.

12 Claims should be initiated by the employee on the "Claims for Clothing Damage" form  
13 available from his supervisor. Supervisors may get forms from the Safety Department.

14 The supervisor will investigate the accident, verify the claim, and sign the form. The  
15 damaged clothing and the form will be forwarded to the superintendent for approval.  
16 When approved, the clothing and the form will be forwarded to the Safety Department  
17 for determination of allowance amount and payment.

18 N. Certified Welders Clothing Allowance

19 The Company will pay an annual clothing allowance to each currently qualified General  
20 Repairer who becomes qualified per Company guidelines as follows:

21 Qualified/Specialty Welder/MIG -- \$750

22 Basic Welder -- \$250

23 O. Car Damage Claims

24 The Union complained about the procedure for claims handling, the amount of the  
25 settlements being made, and the time necessary to get claims handled. The Company will  
26 assign claim handling to one Company representative and will make a good faith effort to  
27 expedite claim handling. The Company will be consistent and fair in its settlements.

28 The Company policy in this regard will remain as it has in the past; i.e., there must be a  
29 specific emission incident in the plant, the incident must be a matter of record, wind  
30 direction must be supportive of the claims, and it must be verified that the employee's  
31 vehicle was in the appropriate parking lot during the emission and the license number  
32 recorded.

1  
2 **ARTICLE 15**

3 **GROUP INSURANCE BENEFITS**

4 **A. Group Insurance**

5 1. The Group Insurance Benefits for current employees and employees who retire  
6 during the term of this Agreement shall be set forth in booklets entitled  
7 Employees' Group Insurance Program and such booklets are incorporated herein  
8 and made a part of this Labor Agreement by such reference.

9 2. It is understood that this Agreement with respect to insurance benefits is an  
10 agreement on the basis of benefits and that the benefits shall become effective on  
11 January 1, 2017, except as otherwise provided in the applicable booklet, and  
12 further that such benefits shall remain in effect for the term of this Labor  
13 Agreement.

14 **B. Insurance Reports**

15 The Company shall provide the appropriate Union Representative with an annual report  
16 concerning the premium and claims experience under the group insurance program.

17 **C. Health Care Cost Containment**

18 The parties have discussed the problem of escalating health care costs and the serious  
19 impact which such inflation has had, both on the ability of the Company to maintain our  
20 negotiated group insurance plans, and on the capacity of active and retired employees to  
21 afford their own out-of-pocket expenditures for unreimbursed medical services.

22 We confirmed our commitment to develop and implement cooperative efforts,  
23 particularly within the local community, which will promote greater efficiency in the use  
24 of health care resources by Steelworkers and their families. Furthermore, the parties agree  
25 to join together to combat those instances where health care providers engage in wasteful  
26 practices or overcharge for their services.

27 In order to achieve our objectives in this area, the Company and the Union agree to  
28 encourage the establishment of plant-level committees on health care and cost  
29 containment.

30 These committees shall consist of two (2) representatives of the bargaining unit and two  
31 (2) representatives of management unless the parties mutually agree to enlarge the  
32 committee. The respective committee members shall be designated in writing by the  
33 Union to the Company and by the Company to the Union.

34 The local committee shall study the operation of the group insurance plan and  
35 particularly the influence which the plan has on the utilization and cost of area health care  
36 services.

1 As part of the study, the joint committee may recommend that the benefit provisions  
2 applicable to a given employment location be modified on an experimental or permanent  
3 basis to determine if a given modification will make more efficient utilization of health  
4 care resources or to take into account particular circumstances at a given employment  
5 location. Any recommendations made by such a joint committee shall become effective  
6 only upon written agreement between the Company and the International Union.

7 The Committee shall meet at mutually agreeable times, but no less than once every three  
8 (3) months. Minutes of the proceedings shall be taken and maintained. The Company will  
9 make whole the earnings of members of this Committee, for time lost from work on any  
10 shift they otherwise would have worked while attending meetings of this Committee.

11 The Company and the International Union shall, wherever possible, assist the local  
12 committees in carrying out the intent of our understanding.

13 **D. \$1,000 Advance For Life Insurance**

14 When a situation develops that an employee's assigned beneficiary requests a life  
15 insurance advance payment greater than \$1,000, the Company will review the  
16 circumstances on an individual basis and determine if a greater advance can be granted  
17 up to a maximum of \$5,000.

18 **ARTICLE 16**

19 **HOLIDAYS**

20  
21 A. The following days shall be considered as holidays:

22 New Year's Day  
23 Mardi Gras Day  
24 Good Friday  
25 Memorial Day  
26 Independence Day  
27 Labor Day  
28 Thanksgiving Day  
29 Day after Thanksgiving Day  
30 Day before Christmas Day  
31 Christmas Day

32 B. Should anyone of the above holidays, except the Day before Christmas Day, fall upon a  
33 Sunday, the Monday immediately following shall be observed as the holiday. If  
34 Christmas is observed on a Monday, the Tuesday immediately following shall be  
35 observed as the holiday in place of the Day before Christmas Day. When any holiday is  
36 observed on a Monday or a Tuesday as provided in this Paragraph B, all rates and  
37 conditions applying to the holiday shall be effective on such day.

- 1 C. Employees shall be paid for each of the foregoing named holidays when not worked  
2 provided they meet all of the following eligibility requirements:
- 3 1. The employee works during the payroll week during which the holiday occurs,  
4 except when the holiday occurs within his vacation period, or within the first two  
5 weeks of an absence due to an industrial injury or within a short term absence due  
6 to authorized local union business or when the employee is absent for the entire  
7 payroll week but has worked within the preceding payroll week, or he is absent  
8 during the entire payroll week, in which the holiday occurs, because of jury or  
9 witness duty, or received bereavement pay for one or more days during that week.  
10 Should an employee fail to meet the foregoing holiday eligibility work  
11 requirements due to the company's voluntarily shutting down the plant for one or  
12 two weeks at year end he shall be considered as having met such work  
13 requirements for holiday pay purposes.
- 14 2. The employee has completed his probationary period as of the date of the holiday.
- 15 3. An employee who is scheduled to work on a holiday and is absent for any reason  
16 except his personal sickness or medically documented sickness of dependents in  
17 his immediate household, is not eligible for holiday pay.
- 18 D. The holiday pay shall be at the employee's regular hourly rate for eight (8) hours.  
19 Overtime and shift premiums are excluded.
- 20 E. Double time and one-half only shall be paid for work performed on recognized holidays.
- 21 F. Holidays shall be considered as days worked whether worked or not, for the purpose of  
22 determining whether an employee has worked six (6) or seven (7) consecutive work days,  
23 except when an employee does not qualify for holiday pay.
- 24 G. When a holiday occurs during an eligible employee's scheduled vacation, he shall be paid  
25 for the unworked holiday in addition to his vacation pay and at the same time.
- 26 H. In the event there is a conflict between the state and federal governments concerning the  
27 day on which a particular holiday is to be observed at a given plant, the plant shall  
28 observe the federally designated holiday unless the local union and the local plant  
29 management mutually agree to observe the state designated holiday in lieu of the  
30 federally designated holiday.

31  
32 **ARTICLE 17**

33 **MILITARY SERVICE**

- 34 A. The Company agrees to comply with all applicable federal laws relating to the  
35 reemployment rights of veterans. Further, any veteran eligible for reemployment by the  
36 Company under such laws who applies for reemployment within ninety (90) days after

1 honorable discharge shall, upon his request, be granted a leave of absence without pay  
2 not to exceed sixty (60) days before he shall be required to return to work.

3 B. An employee entitled to reinstatement under this Article who applies for reemployment  
4 and who desires to pursue a course of study in accordance with the federal law granting  
5 him such opportunity before or after returning to his employment with the Company shall  
6 be granted a leave of absence for such purpose; provided that an employee who desires  
7 such a leave of absence after returning to his employment with the Company shall have it  
8 granted only if he notifies the Company in writing, within one (1) year from the date he is  
9 reemployed, of his intention to pursue such a course of study. Such employee's seniority  
10 shall accumulate during such leave of absence, provided he reports for reemployment  
11 within thirty (30) days after the completion or termination of such course of study. Any  
12 such employee must notify the Company and the Union in writing at least once each  
13 calendar year of his continued desire to resume active employment with the Company  
14 upon completing or terminating such course of study to remain eligible for  
15 reemployment.

16 C. If an employee who would otherwise have been entitled to a vacation with pay under the  
17 provisions of Article 8 of this Agreement shall enter the Armed Services of the United  
18 States before he shall have taken such vacation, or before he shall have accepted vacation  
19 pay in lieu of such vacation, such employee shall receive such pay as he would have been  
20 entitled to receive for the period of such vacation.

21 D. The Company also agrees to comply with all applicable federal and state laws relating to  
22 the granting of leaves of absence for members of the Armed Services Reserve called to  
23 training or active duty. Should an employee fail to meet the eligibility requirements for  
24 holiday pay solely because he was on active military encampment during the eligibility  
25 period, he will be paid as though he had so qualified.

26 Further, an employee will not be required to take his vacation time during his period of  
27 active military encampment.

28  
29 **ARTICLE 18**

30 **TEMPORARY WORKING AGREEMENTS**

31 It is recognized that circumstances may require the establishment of working arrangements or  
32 agreements relating to various conditions of employment which are not covered by this  
33 Agreement. It is understood, however, that any agreement or arrangements made between any  
34 supervisory employee of the Company or other representative of the Company with any Local or  
35 International Representative of the Union shall be only a temporary agreement subject to  
36 termination on twenty-four (24) hours' notice by either the Company or the Union. Such oral  
37 agreements or arrangements shall remain in said temporary status, cancelable on twenty-four  
38 (24) hours' notice, unless or until reduced to writing and executed on behalf of the Company and  
39 the Union by persons respectively certified by each party to the other as having the authority to  
40 bind the respective parties to such agreements. However, such agreement shall be observed by

1 the Company and the Union prior to termination as aforesaid. No agreement which is in conflict  
2 with the terms of this Agreement shall have any force or effect for any purpose whatsoever  
3 unless approved in writing as an amendment to this Agreement by persons of equivalent  
4 authority to those executing this Agreement, and such approval may be made effective as of such  
5 date as such persons may agree.

6 **ARTICLE 19**

7 **DEFINED BENEFIT PENSION, DEFINED CONTRIBUTION, 401(k) RETIREMENT**  
8 **SAVINGS PLAN, VEBA AND SUPPLEMENTAL UNEMPLOYMENT BENEFITS**

9 The Defined Benefit Pension, Defined Contribution, 401(k) Retirement Savings Plan, VEBA and  
10 Supplemental Unemployment Benefits Programs shall be set forth in a booklet, titled Job and  
11 Income Security Program, and such booklet is incorporated herein and made a part of this 2016  
12 Labor Agreement by such reference.

13 **ARTICLE 20**

14 **JURY AND WITNESS PAY**

15 An employee who is called for jury service or as a result of being subpoenaed as a witness in a  
16 court of law or by a governmental agency shall be excused from work for the days on which he  
17 serves and he shall receive, for each such day of jury or witness service on which he otherwise  
18 would have worked, eight (8) times his average straight-time hourly earnings including shift  
19 differential. The employee will present proof of such service. Days spent on jury duty or witness  
20 service shall be considered as days worked for the purpose of determining sixth (6th) or seventh  
21 (7th) consecutive days worked in the week. The witness pay provisions of this Article are not  
22 intended to apply to employees who are subpoenaed in connection with outside employment.

23 **ARTICLE 21**

24 **BEREAVEMENT PAY**

25  
26 When death occurs in an employee's immediate family (i.e., employee's legal spouse, mother,  
27 stepmother, father, stepfather, mother-in-law, father-in-law, son, stepson, daughter, stepdaughter,  
28 brother, half-brother, stepbrother, sister, half-sister, stepsister, son-in-law, daughter-in-law,  
29 grandparents, or grandchildren), an employee, upon request, will be excused for up to three (3)  
30 days (or for such fewer days as the employee may be absent) on which he otherwise could have  
31 worked and which occur within six (6) days of the death, funeral or service. The employee shall  
32 receive pay for any such excused scheduled shift provided he attends the funeral or service.  
33 Payment shall be eight (8) times his average straight time hourly earnings. An employee will not  
34 receive bereavement pay when it duplicates pay received for time not worked for any other  
35 reason. Time thus paid will be counted as hours worked for purposes of determining overtime or  
36 premium pay liability. Bereavement for 12-hour shift workers is covered in the 12 Hour Shift  
37 Agreement, Appendix D, Section VIII. D.

1 **ARTICLE 22**

2 **EQUAL OPPORTUNITY**

- 3 1. It is the continuing policy and recognized obligation of the Company and the  
4 Union that the provisions of this Agreement shall be applied fairly and in  
5 accordance with those federal and state employment laws relating to race, color,  
6 religion, creed, national origin, handicap, sex or age, except where sex or age is a  
7 bona fide occupational qualification.
- 8 2. All provisions of this Agreement shall apply alike (equally) to all male and female  
9 employees. (Masculine pronouns or references in this Agreement shall be deemed  
10 to include feminine pronouns or references.)
- 11 3. Equal Opportunity Committee
- 12 a. There shall be established a joint Company-Union Equal Opportunity  
13 Committee. The Committee shall consist of six members, three each from  
14 the Company and the Union. The Company members shall be the Plant  
15 Manager, or his personal designee, the Human Resources Manager, and  
16 one other designee of the Plant Manager. The Union members shall be the  
17 President, the Chairman of the Grievance Committee and one person  
18 designated by the Union President.
- 19 b. The primary purpose of the Committee shall be to establish a forum within  
20 the framework of the Company-Union relations whereby both parties can  
21 discharge their affirmative commitments made above in Section 1, as well  
22 as consider complaints raised by members of the bargaining unit  
23 concerning these commitments. The members of the Committee shall have  
24 access to departments other than their own at all reasonable times, without  
25 undue delay, for the purpose of transacting the legitimate business of the  
26 Committee after reasonable notice has been given to the head of the  
27 department to be visited and permission from their own department has  
28 been obtained, and such permission shall be granted at all reasonable  
29 times.
- 30 c. The Committee shall meet at mutually agreeable times. Minutes of the  
31 proceedings shall be taken and maintained. Union designees attending  
32 these meetings of the Joint Equal Opportunity Committee shall be paid for  
33 each hour of work lost.
- 34 d. It is not intended by the parties that this Committee shall displace the  
35 normal operations of the grievance procedure. However, the Committee  
36 may take action concerning those matters set forth in Section 1 which is  
37 not contrary to provisions of the Labor Agreement. It is further understood  
38 that the Chairman of the Grievance Committee may file a grievance in the  
39 third step of the grievance procedure alleging a violation of Section 1 of  
40 this Article.

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

4  
5 **ARTICLE 23**

6 **CONTRACTING OUT**

7 A. It is the Company's desire to use its own employees to perform bargaining unit work.  
8 Bargaining unit employees are expected to respond to Company requirements to perform  
9 and complete necessary work. The Company will not contract out work for the purposes  
10 of laying off bargaining unit employees. When proper business considerations deem it  
11 advisable, the Company will contract out work.

12 In the event the Company decides to contract out work that will not result in the layoff of  
13 bargaining unit employees, or if the Company decides to contract out work that the  
14 Company determines is construction, new construction, warranty work, major breakdown  
15 repair, emergency, work that requires certain expertise or equipment, work that cannot be  
16 completed timely because of working high volumes of overtime, work previously  
17 performed by contractors, work listed below in B "Continuous Notification," non-core  
18 work or work that is not consistently and ordinarily bargaining unit work, the Company  
19 shall have no obligation to notify the Union in advance of the action.

20 In addition, the Company reserves the right to contract out work if there are insufficient  
21 volunteers or employees subject to forced overtime to perform the work to be contracted.

22 The parties have established a contracting out committee that will discuss issues related  
23 to contracting out. The Company will meet weekly with the Union's subcontracting  
24 committee to review progress of current projects and discuss future projects. The  
25 Company agrees that prior to contracting out work that does not fall within the work set  
26 out in paragraph two of this Section, it will notify the local Union President or his  
27 designee of its intention to do so and will afford the Union an opportunity to discuss the  
28 matter prior to the final decision to contract out the work. The Company will consider  
29 suggestions from the Union to improve efficiencies, including suggestions on ways to  
30 perform work in a manner that is feasible, practical and cost effective and may reduce  
31 contracting out. The parties agree that a constructive dialogue will avoid surprises and  
32 misunderstandings with respect to contracting out. The Company will give full  
33 consideration to any comments or suggestions by the Union as to any alternative plans  
34 proposed by the Union concerning the work to be contracted out.

35 After the meeting with the Local Union President or his designee, any resolution by the  
36 parties shall be final and binding. If, however, the matter is not resolved or the Company  
37 has failed to notify the Union of its intention to sub-contract work not referenced above, a  
38 grievance may be entered at Step III of the Grievance Procedure.

39 In the event that notification is required, the "Notification of Contracting Out" form,  
40 reproduced below, shall be used.

TITLE: \_\_\_\_\_

**NOTIFICATION OF CONTRACTING OUT**

ORIGINATOR: \_\_\_\_\_ CONTRACTING OUT REQUEST NO: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_ QUESTION NO: \_\_\_\_\_ W.O. No.: \_\_\_\_\_

DATE: \_\_\_\_\_ REFERENCE EWR/RFI NO: \_\_\_\_\_

DEPARTMENT WHERE WORK REQUIRED: \_\_\_\_\_

DESCRIPTION OF WORK:  
\_\_\_\_\_  
\_\_\_\_\_

ESTIMATED MANHOURS TO COMPLETE WORK:  
\_\_\_\_ GENERAL REPAIRER \_\_\_\_\_ CARPENTER-PAINTER  
\_\_\_\_ ELECTRICIAN \_\_\_\_\_ INSTRUMENT REPAIRER  
\_\_\_\_ MACHINIST \_\_\_\_\_ MOBILE EQUIPMENT OPERATOR  
\_\_\_\_ AUTO MECHANIC \_\_\_\_\_ INSULATOR  
\_\_\_\_ OTHER ( \_\_\_\_\_ )

DATE WORK EXPECTED TO COMMENCE: \_\_\_\_\_

DATE WORK EXPECTED TO BE COMPLETED: \_\_\_\_\_

REASON FOR CONTRACTING OUT: \_\_\_\_\_  
\_\_\_\_\_

REQUEST FOR CONTRACTING OUT DISCUSSED WITH: \_\_\_\_\_  
ON (DATE): \_\_\_\_\_

REMARKS: \_\_\_\_\_  
\_\_\_\_\_

I have been given the above information and at least 72 hours to review this notification:

C/O COMMITTEE CHAIRMAN or DESIGNEE: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_ APPROVED FOR CONTRACTING OUT: SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_ APPROVED FOR PLANT FORCES: SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

FILE ORIGINAL: CONTRACTING OUT COORDINATOR'S BOOK

COPIES TO: ORIGINATOR  
MAINTENANCE MANAGER  
ENGINEERING MANAGER  
HUMAN RESOURCES MANAGER  
UNION - CONTRACTING OUT COMMITTEE CHAIRMAN

1 B. Utilization of Laid Off Maintenance Employees to Perform Project Work

2 The following will describe those conditions under which laid off maintenance  
3 employees may be eligible to work on major maintenance and construction projects  
4 during the period of up to one year from the date of their lay-off from the Company.  
5

- 6 a) Employees will be recalled on the basis of plant or departmental seniority as  
7 indicated by applicable plant seniority provisions, provided the employee has  
8 the skills necessary to perform the work called for on a specific project as well  
9 as the personal tool requirements required by the Company.  
10  
11 b) Employees utilized under this provision will only be recalled to perform work  
12 on specific major maintenance and/or construction projects. This provision  
13 will not be used in the performance of day to day maintenance work.  
14  
15 c) With respect to this provision, employees assigned to a covered major  
16 maintenance and construction project can perform any incidental work  
17 normally performed by any of the other trade or craft classifications.  
18  
19 d) Employees must accept recall under this provision unless they can provide  
20 written documentation confirming that they have outside employment and a  
21 temporary recall under this provision would jeopardize such employment.  
22  
23 e) Local union representatives will maintain contact with laid off eligible  
24 employees for the purpose of assessing interest in work under this provision  
25 and keeping the Company apprised of such interest.  
26  
27 f) The recall of laid off maintenance employees on projects covered by this  
28 provision shall occur when doing so will result in the project being performed  
29 more economically, efficiently and timely than if performed by a contractor.  
30  
31 g) Employees will only be recalled when the work for a particular covered  
32 project is expected to last no fewer than two weeks. Further, recalled  
33 employees shall be recalled only for the duration of the defined work and their  
34 compensation for such work will be limited for base wage and overtime rates  
35 and the employee shall not be eligible for reestablishment of medical, pension,  
36 401(k) or other related benefits.  
37

38 C. Continuous Notification

39 It is agreed that certain Maintenance or Production jobs/tasks are outside the skills of the  
40 bargaining unit, or the Company does not possess the technology and/or equipment  
41 necessary to perform the work. Such work does not require notification of the Union.  
42 Should changes to the scope of the listed jobs/tasks become necessary either the  
43 Company will notify per the above procedure or both parties can mutually agree to a  
44 revision to the list below.

1 The following items have been reviewed and it is agreed that they shall become the basis  
2 for the "Continuous Notification" List:

- 3 1. X-ray
- 4 2. Calibration of IRD and vibration meters
- 5 3. Repair of circuit board assemblies
- 6 4. Replace windshields and body work
- 7 5. Inspection and maintenance of personnel elevators
- 8 6. Saw sharpening
- 9 7. Roto-rooter work on storm sewer lines
- 10 8. Railroad and track bed maintenance
- 11 9. Pest and bug control in buildings (monthly service)
- 12 10. Rewind electric motors
- 13 11. Brick refractory work on all kilns; anchors; metal clamps to hold brick; other craft  
14 work is Plant Forces Work
- 15 12. Castable refractory work; inside kiln, setting chambers, etc.; contractor can use  
16 reusable forms; Plant Forces will do all other work; settling chambers, duct work  
17 temporary repairs during operations and Plant Forces work
- 18 13. Computers, terminals, telephone network, telephone answering systems, etc. –  
19 repairs
- 20 14. Radio and pager repair
- 21 15. Weigh scale certification and inspection
- 22 16. Relief valve repair and setting
- 23 17. Chemical cleaning: Plant Forces to set up, connect / disconnect and handle hoses.  
24 Contractor to only circulate chemicals.
- 25 18. Non-metallic surface coatings (Teflon, Halon, etc.), (prep. work excluded)
- 26 19. Dynamiting: Plant Scalars to work with them
- 27 20. Mag-Flow meter repairs and coating
- 28 21. Flow tube coating
- 29 22. Chrome and nickel electro-plating (prep. work excluded)
- 30 23. Dredging at Bauxite Dock
- 31 24. Mudlake levee construction
- 32 25. Asbestos Abatement
- 33 26. Lead Abatement
- 34 27. Mining and hauling of Bauxite from the Defense Logistics Agency (DLA)  
35 stockpile
- 36 28. Vulcanize conveyor belt splices
- 37 29. Hot tapping pipe in excess of 2" in diameter<sup>30</sup>.
- 38 30. Hydroblasting
- 39 31. Silo cleaning
- 40 32. KT grant work
- 41 33. Packing work that Repairman cannot perform
- 42 34. Items in Machine Shop that exceed capacity of overhead cranes (the issue of  
43 capacity is subject to review with the Union)
- 44 35. Vacuum trucks
- 45 36. Any crane larger than 75 tons
- 46 37. Power Boiler & Kiln gas valves

- 1 38. Roll tubes for heaters
- 2 39. Overhead crane inspections and repairs
- 3 40. Connection of hoses by contractors
- 4
- 5

6 **ARTICLE 24**

7 **JOB BID, JOB TRANSFER, PROMOTION, DEMOTION**

8 **A. Selection Procedures**

9 The Company and the Union recognize the need to provide significant attention to this  
10 subject directed toward the goal of developing qualification and selection procedures that  
11 are job related in terms of job skill requirements, and at the same time provide competent  
employees.

12 We therefore agree with the Union to review the selection procedures for bargaining unit  
13 employees on a continuing basis with appropriate local and International Union officials.  
14 Because both parties recognize that the subject of selection is extremely technical, thus  
15 requiring adequate study by professional personnel, the successful accomplishment of our  
16 mutual objectives will require our best efforts and cooperation so that we may achieve  
17 both prompt and long range accomplishment.

18 **B. Permanent Promotion**

- 19 1. The Company determines whether any vacancies will be filled. Vacancies will be  
20 posted with as much notice as reasonably possible.

21 The following process will be followed in the event that the Company determines  
22 that a vacancy is to be filled: Vacancies will be filled first, by employee on the  
23 plant site with recall rights, or second, if there are no employees on the plant site  
24 with recall rights then the vacancy will be filled according to a job posting  
25 procedure. When a job vacancy is declared and the local Union is notified of such  
26 a vacancy, a job opening notice will be posted in the department affected and at  
27 the plant entrances. Such notices will remain posted for six (6) calendar days and  
28 during that time, any employee interested in being considered for that job must  
29 sign a job bid and deposit the bid in the bid box located outside of the Human  
30 Resource Department office. At the conclusion of the six-day posting period, the  
31 bid box will be opened in the presence of the Grievance Chairman or his  
32 designee. When an employee is offered the job, he/she may request up to 24 hours  
33 to consider accepting or rejecting the job offer. If they fail to notify the Company  
34 at the end of that period, they will be passed and the next qualified bidder  
35 considered.

36 Where the Union feels a vacant position to be filled should be filled on a more  
37 timely basis than the Company, the Company will in good faith consider the  
38 Union's recommendations.

39

- 1           2.     Accepting Bids, Declining Bids and Disqualification
- 2           a.     If the employee bids on a job, is the senior most qualified employee and  
3                 rejects the job bid offer, he will not be considered for further vacancies in  
4                 that specific job for a period of 18 months from the date of the rejection.
- 5           b.     If an employee bids on a job, is the senior most qualified, accepts the job  
6                 for which he has successfully bid, and subsequently declines or self-  
7                 disqualifies from the job, the employee may not bid on any job for a  
8                 period of 18 months from the date of the rejection or self-disqualification.  
9                 If an employee bids on a job, is the senior most qualified, accepts the job  
10                for which he has successfully bid, and subsequently is disqualified from  
11                the job, the employee will be returned to his former job, but may not bid  
12                on any job for a period of 6 months from the date of the disqualification.
- 13          c.     Once an employee accepts a job offer, the employee will not be eligible to  
14                 bid into any vacancies for a period of 18 months from the date the  
15                 employee accepts the new job, except for (1) promotions within the  
16                 employee's line of progression within his department at any time, (2)  
17                 promotions in grade and/or base wage outside of his department at any  
18                 time, or (3) lateral moves within his/her department after 6 months from  
19                 acceptance of the new job.
- 20          d.     If an employee bids on a job, is the senior most qualified, accepts the job  
21                 for which he has successfully bid, is held in his former job more than 180  
22                 days for the convenience of the Company, he shall be paid the rate of the  
23                 new job commencing with the 181<sup>st</sup> day of work from the date of vacancy.  
24                 If an employee bids on a job, is the senior most qualified, accepts the job  
25                 for which he has successfully bid, and the company does not move him  
26                 into the new job for a period of greater than or equal to 3 months from the  
27                 acceptance of the new job, the employee may elect to decline the bid  
28                 without any time-based implications and bid on other jobs immediately. It  
29                 is understood that this provision applies only to Permanent Promotions.
- 30          3.     Consideration shall first be given to employees with the most department  
31                 seniority in the next lower job as designated in the line of progression who have  
32                 bid on the job.
- 33          4.     If a vacancy cannot be filled from the next lower classification, bidders from the  
34                 succeeding lower classifications in that line of progression will be considered on  
35                 the basis of their department seniority.
- 36          5.     A vacancy in the Plant Services Department will be filled by Spares. Spares will  
37                 be considered within the department for bidding purposes.
- 38          6.     If an eligible bidder is not found as a result of the departmental bid, the job  
39                 vacancy shall be filled by eligible employees who have requested transfer to that  
40                 department in accordance with the Transfer section of this Supplemental

1 Agreement. If the vacancy is not filled by transfer, it will be filled by new hire or  
2 by assignment of the least senior spare in the department. In which event, the  
3 permanent vacancy involved will be considered as having been filled

4 7. The provisions of paragraphs 1, 2, 3 and 4 above do not apply to those  
5 classifications in which permanent vacancies may only be filled through the  
6 transfer procedure.

7 8. In the event an open job is filled by a new hire, the new hire shall not be eligible  
8 to bid into any other job for 18 months.

9 9. An employee who is selected from a job bid shall be given a ninety (90) working  
10 day qualification period or longer if mutually agreed between the Company and  
11 the Union. If the qualification period is mutually extended, all other resultant  
12 qualification periods will be mutually extended by a like period of time. The  
13 selected bidder, who, during or upon completion of the qualification period fails  
14 to qualify or elects to return to his former job, shall be returned to his former job  
15 with retention of all seniority rights, except that he shall be permanently  
16 disqualified from temporary promotion to that job.

17 The Company may deem the employee to be qualified at any time during the  
18 qualification period if so warranted. In such event, the employee will retain the  
19 balance of the 90-day working day qualification period in which to exercise the  
20 right to return to his former job. In such cases, the Company will give written  
21 notice to the employee involved and the local union department representative.

22 10. In an instance where a selected bidder fails to satisfactorily complete his  
23 qualification period, the next qualified employee who bid on that job shall be  
24 selected as provided in Paragraphs 2, 3, 4, and 5, above.

25 11. Absences resulting from Long Term Illness may be filled.

26 12. Relief Operator jobs: (a) Relief operator jobs will be bid in areas as appropriate.  
27 These bidders will be "grandfathered"; (b) The relief operator position will not  
28 bump present operator positions. Present operators are considered to the  
29 "grandfathered"; (c) The relief operator will be promoted into the first available  
30 permanent opening; (d) The relief operator position will not add to the department  
31 head count. When not relieving, he will work his previous job.

32 **C. Temporary Promotion**

33 1. When a job is to be filled by the Company by a temporary upgrade not to exceed  
34 thirty (30) calendar days for any reason, a qualified employee in the next lower  
35 job classification in that line of progression who is present in the work unit on that  
36 shift shall be assigned to the job. When forcing becomes necessary, the junior  
37 qualified employee in the line of progression on the shift shall be assigned. It is  
38 understood that employees occupying a job within the line of progression and

1 having recall rights shall be first considered. All vacations will be handled under  
2 this paragraph.

3 If it is initially determined that a temporary upgrade will be more than thirty (30)  
4 days due to absences of sick leave, accident, personal leave of absence, or  
5 disciplinary suspension, the senior qualified employee in the next lower job in the  
6 line of progression shall be canvassed and he may elect to accept the upgrade.  
7 When forcing becomes necessary, the junior qualified employee in the line of  
8 progression shall be assigned. Where there is more than one (1) qualified person  
9 per shift, the upgrade will be offered by seniority, with the junior employee being  
10 forced, if necessary.

11 Employees other than Spares or persons with recall rights, may waive temporary  
12 upgrades to the job by signing a waiver form in the Human Resources Office.  
13 (This applies only to employees who have been in jobs prior to August 31, 1982).  
14 Employees who bid jobs after August 31, 1982, will not be allowed to refuse the  
15 training or subsequently waive upgrade to the next highest job classification in  
16 their line of progression in accordance with the provisions of the Productivity  
17 Improvement Agreement. Such waiver shall become effective seventy-two hours  
18 following the employees signing and shall remain in effect until thirty (30)  
19 calendar days after the employee rescinds it in writing in the Human Resources  
20 Office or unless he is the only qualified employee available for temporary  
21 upgrade on the shift, it is understood that additional personnel will be trained if  
22 necessary as a result of this provision.

23 Employees who fail to qualify for the next highest job will not be disqualified  
24 from his permanent bid job. The Company will endeavor to train personnel for the  
25 next higher classification as soon as possible.

- 26 2. In the event of a temporary partial disability, an employee may waive temporary  
27 upgrade to a job he is unable to perform by signing a waiver form in the Human  
28 Resources Office. Such waiver will remain in effect until the employee is  
29 recovered and again able to perform the job waived in an average workmanlike  
30 manner.

31 **D. Demotion**

- 32 1. When an employee is demoted by the Company for cause, or if an employee  
33 requests voluntary demotion, his job will be declared vacant, and if the Company  
34 decides to fill the vacancy, such vacancy shall be filled as expeditiously as  
35 possible in accordance with the applicable provisions of this Agreement. Such  
36 voluntary demotion shall become effective seventy-two (72) hours after the  
37 employee's request. If there are no employees on the plant site with recall rights or  
38 bidders on the demoted employee's job, he must remain on that job until the  
39 Company is increasing the work force through recalls or new hires. EXCEPTION:  
40 New hired employees may not elect demotion from the job into which they are  
41 hired for a period of one year.

- 1           2.     Employees demoted for cause will be returned to their previous job, and  
2           employees who demote themselves will fill the first resultant vacancy.
- 3           3.     An employee demoted for cause or who demotes himself shall be disqualified for  
4           18 months from filling the job from which demoted on a permanent or temporary  
5           basis unless he is the only employee present and available who is qualified to take  
6           the temporary promotion.
- 7           4.     An employee, who as a result of these provisions is demoted out of his  
8           department, shall forfeit his department seniority in that department.
- 9           5.     An employee who forfeits his department seniority as a result of a demotion out  
10          of his department, may utilize his plant seniority to bid on the lowest job in that  
11          department, provided he was not demoted from that job.

12   **E.   Transfers**

- 13          1.     The following provisions regarding transfers shall be applicable:
  - 14               a)     In filling job vacancies occurring in the Trade and Craft and Maintenance  
15               jobs,
  - 16               b)     In filling job vacancies occurring in the lowest job classification of the  
17               lines of progression set forth in Appendix B.
  - 18               c)     In filling job vacancies that have not been filled by means of the job bid  
19               procedure, and in staffing new departments.
- 20          2.     Employees desiring to transfer must sign a transfer bid and deposit that bid in the  
21          bid box located outside the Human Resource Department during the six-day  
22          posting period of the job vacancy notice. The bid box will be opened in the  
23          presence of the Grievance Chairman or his designee. Such request shall be  
24          considered on the basis of the employee's qualifications and ability, the  
25          determination of which shall be made by the Company subject to review in the  
26          grievance procedure. Such determination may be made by evidence of  
27          qualifications on record in the employee's personnel file, by personal interview,  
28          and by reasonable and appropriate tests, either written, verbal or manual, or a  
29          combination thereof. Plant seniority shall be the determining factor in selecting an  
30          employee from among those employees who are qualified.  
  
31          Employees who accept a job offer and then elect not to accept that job will not be  
32          considered for further vacancies in that specific job for a period of eighteen (18)  
33          months. Once an employee accepts and qualifies for a job for which he or she has  
34          successfully bid, the employee may not bid on any job which is in a different  
35          department or line of progression or any job which would be a downgrade or  
36          lateral move in the same line of progression for a period of eighteen (18) months.

1 3. Employees shall not be transferred from their departments until competent  
2 replacements are available in such numbers as not to interfere with the operations  
3 of such departments. It is recognized and understood in the case of staffing new  
4 plants or departments, additional time may be required to effect the transfers so  
5 that operations will not be adversely affected.

6 If an employee who has been awarded a transfer bid is held on his former job  
7 more than six (6) months he shall be paid the rate of the new job, or his old rate  
8 whichever is higher, commencing on the 181st work day from the date that he  
9 was awarded the job. It is understood that this provision refers specifically to job  
10 transfer bids.

11 4. When a permanent employee is transferred he shall be given a qualification period  
12 not to exceed ninety (90) working days or longer if mutually agreed between the  
13 Company and the Union. If the qualification period is mutually extended, all other  
14 resultant qualification periods will be mutually extended by a like period of time.  
15 If during or at the expiration of the qualification, the employee's work is not  
16 satisfactory, the employee shall be returned without loss of department seniority.

17 The Company may deem the employee to be qualified at any time during the  
18 qualification period if so warranted. In such event, the employee will be  
19 considered qualified.

20 Seniority rights of employees transferring into the O.J.T. program shall be in  
21 accordance with the provisions of the On-The-Job Training Program agreement.

22 5. When the employee satisfactorily completes the qualification period, he will  
23 receive a permanent transfer with department seniority dating from the date that  
24 the job vacancy was declared. Such employee will forfeit all seniority rights in his  
25 previous department. Employees transferred within their own department will not  
26 lose department seniority.

27 6. When an employee is transferred at the convenience of the Company, the  
28 employee shall retain his department seniority.

29 **F. MEMORANDUM ON TESTING**

30 1. The Union and the Company agree that where tests are used by the Company as  
31 an aid in making pre-selection determinations of the "ability to perform work" of  
32 a craft or, as may be agreed, a non-craft employee or in assessing the completion  
33 of training of an employee (craft or non-craft), such a test must in all events be:

34 a) job related,

35 b) in accordance with Article 22 (Equal Opportunity), and

36 c) uniformly applied within the plant and based on the minimum passing  
37 grade that is required to determine "ability to perform work."

- 1           2.     A job-related test, whether oral, written or in the form of an actual work  
2           demonstration, is one which measures whether an employee can satisfactorily  
3           meet the specific requirements of that job including the ability to absorb any  
4           training which may necessarily be provided in connection with that job. A written  
5           test may not be used unless it is the better way to measure the comprehension and  
6           skills required for such job.
  
- 7           3.     Testing procedure shall in all cases include notification to an employee of his  
8           deficiencies and an offer to counsel him as to how he may overcome such  
9           deficiencies.
  
- 10          4.     Where, in accordance with this Agreement, a test is used by the Company as an  
11          aid in making a determination of the "ability to perform work" of an employee  
12          and where the use of the test is challenged properly in the grievance procedure,  
13          the following is hereby agreed to:
  - 14               a)     The Company will furnish to a designated representative of the  
15               International Union either the test itself or examples of test questions,  
16               certified by a testing agency as equivalent in any relevant respects to  
17               questions used in the disputed test and sufficient in number to evaluate the  
18               test, and all such background and related materials as may be relevant and  
19               available. In cases where all or part of the test is non-written, a complete  
20               description of the test shall be provided along with all such background  
21               and related materials as may be relevant and available.
  
  - 22               b)     All such test questions and materials will be held in strictest confidence  
23               and will not be copied or disclosed to any other person: provided that such  
24               test questions and materials may be disclosed to an expert in the testing  
25               field for the purpose of preparation of the Union's position in the  
26               grievance procedure to an arbitrator, if the case proceeds to that step. All  
27               test questions and materials will be returned to the Company following  
28               resolution of the dispute.
  
  - 29               c)     Copies of transcripts and exhibits presented in the arbitration of cases  
30               involving the challenge to a test will also be held in strictest confidence  
31               and will not be copied or otherwise published.

32   **G.     Probationary Employees**

33           A new hire who, during his probationary period, bids and is awarded or is assigned a  
34           permanent job in a department through the seniority provisions contained in this  
35           Supplemental Agreement and who upon the completion of his probationary period is still  
36           working in that department, shall have his department seniority date established as of the  
37           first day he worked in that department in such permanent job.

1 **H. Trainee Jobs**

- 2 1. When the Company establishes trainee jobs, such trainee jobs shall be filled in  
3 accordance with the Permanent Promotion section of this Supplemental  
4 Agreement.
- 5 2. Employees who have been selected for a trainee job shall not be permitted to bid  
6 on any other job vacancies outside their department or any other trainee jobs  
7 while a trainee.
- 8 3. When a permanent vacancy occurs in a job classification in a department for  
9 which there is a trainee job, the employee with the most department seniority (or  
10 plant seniority where applicable) from among those employees who have  
11 successfully completed their training for that job classification shall be assigned  
12 to fill the vacancy.
- 13 4. An employee who has successfully completed his training shall be required to  
14 accept both permanent and temporary assignment to the job for which trained.
- 15 5. In the event the Company abandons Midstream Unloading and returns to dock  
16 mounted gantry unloading, any unloading work at the dock customarily and  
17 regularly performed by bargaining unit members at the time of the dismantling of  
18 the gantries will be considered bargaining unit work.  
19

20 **I. Plant Services Department**

- 21 1. The Plant Services Department's line of progression will be shown in Appendix  
22 B-4 attached.
- 23 2. Permanent vacancies in Mobile Equipment Operator (MEO) are subject to bid on  
24 the basis of department seniority from all lower job classifications in the  
25 department.
- 26 3. Permanent bids to MEO will include Plant Services Spares, along with all other  
27 jobs in the Plant Services Departmental line of progression.
- 28 4. Employees displaced from the lowest jobs in the department as a result of a  
29 reduction in the line of progression can displace employees in the Toolroom  
30 Repairer job.
- 31 5. Reductions in crew will be straight down the line of progression.
- 32 6. The Plant Services Spare may be assigned work anywhere in Plant Services and  
33 Dock Department as needed.

1    **J.    Vacancies Resulting From Long Term Absences**

2           The following agreement will be utilized when the Company determines that it will fill  
3           long term job vacancies that result from injury or illness and when it is uncertain whether  
4           the person involved will ever be able to return to work.

5           Such a vacancy and any resulting vacancies will be considered as temporary, but will be  
6           filled per the procedure as outlined in the Permanent Promotion or Transfer Sections of  
7           this agreement. Jobs filled under the Agreement will be so designated as resulting from a  
8           need to fill a long-term absence. The successful bidder will be referred to as a temporary  
9           bidder and shall be considered the junior employee in that classification regardless of his  
10          established seniority or the seniority of the absent employee for purposes of applying a  
11          reduction in force in such job classification and for the purpose of receiving temporary  
12          promotion. However, for permanent promotion purposes, such employee will not be  
13          considered in the classification until the position is considered as permanent. Such  
14          declaration of permanency will be made when the absent employee retires, dies,  
15          terminates, or returns to work in another classification, or when it is determined that the  
16          employee who is off will not return to work due to industrial or personal illness.

17          Subsequently, if the absent employee is able to return to work in his previous  
18          classification and an overstaffing problem results in a reduction of forces, the individual  
19          displaced will be the person who came to the classification as a result of being awarded  
20          the absent employee's position. Likewise, all resulting bidders will revert to their former  
21          jobs without modification of seniority. Such employees will retain recall rights to the job  
22          from which they were reduced.

23          After an employee has been awarded a job as a result of a long-term vacancy, such  
24          employee may bid on subsequent job vacancies within the same job classification in an  
25          attempt to gain an unconditional permanent award of that job classification. Such award  
26          shall be made to that employee if his/her seniority permits and the long-term vacancy  
27          shall then be considered as open and will again be filled per the aforementioned  
28          procedure.

29          The Company shall fill those permanent vacancies above the department line that result  
30          from the bidding of such long-term vacancies.

31          The application of this procedure will be determined in individual cases, based upon the  
32          merits of such a case. Such individual actions will not be precedent setting in like and/or  
33          future cases.

34    **K.    Section IV Department**

35          The Conveyor Operator will assume all MEO duties formally performed by that  
36          classification in the Section IV Department.

1 **L. Jobs to be Tested**

2 This will confirm our understanding the mutually acceptable list of jobs where the  
3 Company may, in accordance with Section F above, use a test as part of the process for  
4 selecting an employee to fill a job. The parties agree that those jobs that may require a  
5 test as part of the pre-screening procedure will be those jobs that were tested prior to  
6 9/30/98. This includes:

- 7 Trade/Craft Jobs
- 8 Laboratory Analyst
- 9 Warehouse Clerk
- 10 P &S Clerk
- 11 Powerhouse Entry Level

12  
13 **ARTICLE 25**

14 **JOB ASSIGNMENT**

15 **A. Assignment of Spares**

16 When the Company desires to upgrade Spares, the upgrade assignments will be assigned  
17 to the senior qualified Spare who is available and who expresses a desire for the upgrade.  
18 If no qualified spare voluntarily accepts the assignment, then the junior qualified Spare  
19 who is available will be assigned.

20 Such assignments will be made as follows:

- 21 1. Plant Services Spares - Upgrades will be made weekly for absences of one week  
22 or longer. Casual absences will be filled by upgrading on a daily basis.

23 **B. Assignment of Trade or Craft and Assigned Maintenance To or From Crews and/or**  
24 **Shifts**

25 When the Company desires to permanently and temporarily assign Trade and Craft or  
26 Assigned Maintenance Personnel the following guidelines will be applied:

27 **PERMANENT VACANCIES (NEW HIRES)**

- 28 1. The Company, at its sole discretion, will decide whether any vacancy is to be  
29 filled. When a vacancy to be filled exists in a Trade and Craft or Assigned  
30 Maintenance classification, the vacancy is initially filled by a new hire. After the  
31 new hire's ninety (90) working day qualification period, all employees in that  
32 classification will be canvassed and the senior employee desiring to fill the  
33 vacancy will be assigned. If no employee in the classification desires to fill the  
34 vacancy, it will be filled by the new hire.

1 2. When the initial vacancy is filled, the resultant vacancy will be filled by  
2 canvassing all employees in the classification and the senior employee in the  
3 classification desiring to fill the vacancy will be assigned.

4 3. The new hire will then fill the resulting vacancy.

5 PERMANENT VACANCIES (NO NEW HIRES)

6 1. The Company, at its sole discretion, will decide whether any vacancy is to be  
7 filled. When a vacancy to be filled exists in a Trade and Craft or Assigned  
8 Maintenance classification and the Company elects not to add new employees to  
9 the classification, all employees in that classification will be canvassed and the  
10 senior employee desiring to fill the vacancy will be assigned. If no employee in  
11 the classification desires to fill the vacancy, it will be filled by the junior  
12 employee in that classification.

13 2. When the initial vacancy is filled, the resultant vacancy will be filled by  
14 canvassing all employees in the classification and the senior employee in the  
15 classification desiring to fill the vacancy will be assigned.

16 3. The junior employee in the classification will be assigned to fill the resultant  
17 vacancy.

18 4. New hires in the General Repairer Classification will not be assigned to premium  
19 shifts during the probationary period for training purposes. New hires, however  
20 may be required to fill any bids to a temporary assignment or a premium. New  
21 hires will not be exposed to day shift loan-outs while in training in the Project  
22 Crew or Special Crew.

23 INTRADIVISION MOVES

24 1. When an existing crew is to be permanently increased and another crew, in the  
25 division, is to be decreased, the division will be canvassed by seniority, and the  
26 senior employee desiring to fill the vacancy will be assigned. The division will be  
27 canvassed a second time to fill the vacancies created by the first canvass. The  
28 resultant vacancy will then be filled by canvassing the crew to be decreased.

29 2. If the first vacancy is filled from the crew to be decreased, a second canvass will  
30 not be necessary.

31 MOVEMENT FOR REASONS OF HEALTH

32 1. If it becomes necessary to move an employee from one area to another because of  
33 health, then the GR Department will be canvassed by seniority to fill the vacancy.  
34 The employee moved because of health reasons will then fill the resultant  
35 vacancy. It is understood that only the crews where the employee with health  
36 reasons can work will be canvassed.

1 TEMPORARY ASSIGNMENTS, MONDAY THROUGH FRIDAY DAY SHIFT

- 2 1. When the Company desires to temporarily assign employees between crews, the  
3 crew affected will be canvassed, and whenever possible, the senior man desiring  
4 the assignment will be assigned. This applies to increasing crews, vacations,  
5 sickness, etc.
- 6 2. It is understood that the definition of Temporary Assignment, Monday through  
7 Friday Day Shift" means an assignment of 30 calendar days or less.

8 TEMPORARY ASSIGNMENTS, OTHER THAN MONDAY THROUGH FRIDAY  
9 DAY SHIFT

- 10 1. When a classification has a temporary opening in a shift other than a Monday  
11 through Friday Day Shift job, the classification affected is canvassed by seniority.
- 12 2. When no employee in the classification desires to be assigned, the junior qualified  
13 employee will be assigned by the Company, except when new hires are involved.
- 14 3. See Section K of this Article for assignment of Electrical, Instrument and  
15 Electronic Repairer classifications.

16 PERMANENT ASSIGNMENT, CREW AND/OR SHIFT, OTHER THAN MONDAY  
17 THROUGH FRIDAY DAY SHIFT

- 18 1. When a vacancy is created, which the Company decides to fill, by bumping or  
19 attrition, on a shift, other than the Monday through Friday Day Shift, the Senior  
20 employee in the classification who expresses a desire for the shift, shall be  
21 assigned. If no one in the classification expresses a desire for the shift, the junior  
22 employee in the classification shall be assigned by the Company. Any employee  
23 forced on a shift other than Monday through Friday day shift may elect to return  
24 to the Monday through Friday day shift when other employees are recalled, bid  
25 into, or are transferred into the department, or when a new hire is available after  
26 his ninety (90) day probationary period is completed.
- 27 2. After an employee has been assigned to the shift, that shift shall be canvassed to  
28 fill the vacancy existing in the crew, on the shift. If the newly assigned employee  
29 does not fill the crew vacancy, he will be assigned to the vacancy resulting from  
30 that canvass.
- 31 3. At a time to be determined by mutual agreement, those qualified employees  
32 desiring to return to the Monday through Friday Day Shift, or to be assigned to a  
33 shift other than the Monday through Friday Day Shift, shall notify the Company  
34 two weeks prior to the end of the quarter. Provided a more junior qualified  
35 employee in the classification is available to take his place, the employee shall be  
36 allowed to make the desired move in the next quarter.

- 1 4. The employee(s) returning to the Monday through Friday Day Shift shall return to  
2 the crew he left prior to assignment from the Monday through Friday Day Shift,  
3 providing he has the Department Seniority to displace the junior man.

4 GENERAL PROVISIONS

- 5 1. The Company is provided a three (3) day right of assignment flexibility in order  
6 to meet special demands. In most instances the three (3) day assignment  
7 flexibility will be used to attain special skills or cover emergencies. Further, it is  
8 understood this flexibility will not be abused.
- 9 2. It is not necessary to use the three-day assignment process under conditions  
10 brought upon by extreme emergencies and acts of nature. Under these  
11 circumstances, the appropriate Union Representative will be kept informed of  
12 emergency operating situations.
- 13 3. The provisions of Paragraph 1, above, will not be applicable in circumstances  
14 where a bona fide need has been identified for the specific purpose of learning  
15 new skills or upgrading existing skills. The appropriate Union and Management  
16 representatives will review in detail the specific plan of action and reach  
17 agreement in this regard prior to implementation.
- 18 4. Paragraph 1, above, will not apply to crews within an area.
- 19 5. Where applicable, movement of manpower will be accomplished via a formal  
20 "bid sheet" procedure, details of which will be resolved between the parties. This  
21 bid procedure will replace the old "canvassing" method. It is further understood  
22 that the appropriate union representative will assume the responsibility for  
23 protecting the bidding rights of absent employees.
- 24 6. If any assignment cannot be made on basis of seniority, then the Company will  
25 meet with the Union to explain the circumstances. In the event mutual  
26 understanding is not reached, the final decision shall rest with the Company.
- 27 7. The parties agree to the following:
- 28 a) Once every twelve (12) months, Maintenance Trade and Craft or assigned  
29 Maintenance employees will have the opportunity to bid to an area.
- 30 b) The areas will be designated as below:
- 31 1) A crew shall be those General Repairer employees assigned to the  
32 following areas.
- 33 Group I – Section 1 (Digestion, Evaporation), Section 2  
34 (Clarification, Press Floor, Mud Lakes), and Section 4  
35 (Dock), and Shifts,



- 1 d. The deployment of the RMC shall not be restricted by any provision of  
2 this Agreement, including but not limited to Art. 25, Sec. B that regulates  
3 the movement of General Repairers.
- 4 11. General Repairers will select their preferences for area/shift bidding, using all the  
5 groups as follows: Section 1, Section 2, Section 3, Section 4, Projects Crew,  
6 RMC, Mechanical Shop, Powerhouse, scheduled Shifts, as listed in Article 6,  
7 paragraph J. Failure to bid will result in the employee being assigned to any  
8 remaining opening.

9 **C. Shift Assignment**

- 10 1. When the Company desires to permanently assign employees within a given  
11 classification to or from any established shift, the senior qualified employees in  
12 the classification who express a desire for the assignment will be assigned. If no  
13 qualified employee in the classification expresses a desire for the assignment, the  
14 junior qualified employee in that classification will be assigned by the Company.
- 15 2. If an employee who has been permanently assigned on 12-hour/21-turn shift  
16 desires permanent assignment to the established straight day shift (if such a  
17 regular permanent assignment is established in that classification), the senior  
18 qualified employee in that classification on day shift who expresses a desire for  
19 permanent 12-hour/21-turn shift assignment will be assigned. In the event that  
20 overtime will be required as a result of allowing employees to change shifts under  
21 this paragraph, the change will not be made unless mutually agreed between the  
22 Company and the Union.
- 23 3. At the end of each calendar quarter, those qualified employees desiring to return  
24 to the Monday through Friday Day shift, or to be assigned to a shift other than the  
25 Monday through Friday Day shift, shall notify the Company prior to the last week  
26 of that quarter. Providing a more junior qualified employee in the classification is  
27 available to take his place, the employee shall be allowed to make the desired  
28 move in the next quarter. An employee forced on a shift other than Monday  
29 through Friday Day shift when other employees are recalled, bid into or are  
30 transferred into the department, or when a new hire is available after the ninety  
31 (90) working day probationary period is completed, may elect to return to  
32 Monday through Friday Day shift.
- 33 4. When a vacancy occurs in a 12-hour/21-turn rotating shift job classification, an  
34 employee presently assigned in the job will have the opportunity to transfer to the  
35 open shift according to seniority; however, no reassignment shall occur which  
36 will create an adverse effect on the operating efficiency of the shift or shifts  
37 involved.
- 38 5. When the Company desires to temporarily assign employees to a shift other than  
39 Monday through Friday Day shift, the employees on straight day shift shall be  
40 canvassed and the senior qualified employee who expresses desire for the shift

1 shall be assigned. If no employee expresses a desire for the shift, the junior  
2 qualified employee shall be assigned by the Company. This paragraph will only  
3 be used when there are no qualified spares available for the temporary  
4 assignment.

5  
6 **D. General Repairer Turnaround Procedure**

7 DEFINITION: A turnaround, when declared by the Company, will consist of a minimum  
8 of two (2) shifts per day.

- 9 1. The Monday through Friday shift (except Projects Crew) will be canvassed by  
10 department seniority to determine what individuals will be assigned to the  
11 turnaround.
- 12 2. If the Company does not get sufficient volunteers for the turnaround, the  
13 Company will assign the junior Monday-Friday day shift employees (except  
14 Projects Crew) by department seniority to the turnaround to complete the crew.
- 15 3. When the staffing of the turnaround is completed, then those employees working  
16 the turnaround will be canvassed by department seniority for shift preference until  
17 the company's requirements for shift staffing are met.
- 18 4. Employees assigned to the turnaround will work all overtime that occurs (if any)  
19 on the turnaround, regardless of the number of their overtime hours, and will not  
20 be considered for any other overtime while the turnaround is in progress.  
21 However, after exhausting the group overtime list, turnaround employees can be  
22 canvassed for other overtime according to the provision of the overtime  
23 agreement.
- 24 5. Employees working on the turnaround will not be assigned to other jobs, except in  
25 cases of emergency to prevent loss of production or damage to equipment while  
26 other employees are called to get additional manpower to cover the emergency.
- 27 6. Under no circumstances shall the Company be deprived of special skills needs to  
28 fulfill the staffing of turnarounds. Employees who have special skills that are  
29 required for the turnaround will be assigned to the turnaround by the Company.
- 30 7. If assignments cannot be made on the basis of seniority, then the Company will  
31 meet with the Union to explain the circumstances. In the event mutual  
32 understanding is not reached, the final decision shall rest with the Company.

33 It is expressly understood and agreed that the only intents and purposes of this agreement  
34 are those set forth above and no other intent or purpose should be read into it.

1 **E. P&S Clerk Duties**

2 This position will assume the responsibilities of scheduling and soliciting overtime for  
3 General Repairers on weekdays from 7:00 am to 3:00 pm. After 3:00 pm, a salaried  
4 employee will schedule and solicit overtime, unless the Company and the Union agree  
5 that the P&S Clerk will complete the canvassing for General Repairers and other  
6 overtime required.

7 **F. In-Plant Transportation**

8 The Gramercy plant has developed a practice of transporting some employees to and  
9 from plant gates at the beginning and end of work shifts. Although there is no set pattern  
10 as to who is transported and how the respective department employees secure rides, it is  
11 understood that some employees do have transportation to some degree.

12 The union has expressed concern over the possibility that the Company might discontinue  
13 the practice of allowing this transportation to continue. In fact, the Company has  
14 expressed concern over the transportation method and the growing concern over energy  
15 conservation. As a result of the parties separate concerns, the Company agrees that no  
16 indiscriminate or arbitrary changes will be made to alter the current transportation  
17 method, but at the same time, the Union acknowledges that it may be necessary for  
18 Management to alter, or modify, the plant transportation in the future for the reasons  
19 stated above.

20 **G. Insulation - Work Assignment**

21 Application and removal of insulation shall be done by C/P/ITs, except other crafts may  
22 remove minor amounts of insulation incidental to performing their specific job functions.

23 Should an emergency situation arise that requires deviation from this agreement, the  
24 parties will meet at the earliest practical time to discuss the situation.

25 **H. Bauxite Reject Handling**

26 1. During runs of wet or contaminated bauxite when the customer elects not to buy  
27 the limestone reject, the Company will, within an eight-hour period, secure a  
28 truck and place a bargaining unit conveyor operator on the job for the duration of  
29 the wet bauxite condition.

30 2. In-plant handling of limestone reject by the customer will be confined to  
31 transporting between the Bradford Breaker building and a specific designated  
32 storage area on the plant site. This in-plant inventory of limestone reject will be  
33 the source of supply for the Company's needs in other areas of the plant. The in-  
34 plant trucking from the inventory pile to other areas such as fluoride, the chlorine  
35 ditch, the levee or road building sites, etc. will be performed by bargaining unit  
36 employees.

1 3. MEO's can be canvassed for Dock work if all qualified department employees are  
2 utilized and additional support is required.

3 **I. Use of JLG Lift**

4 When it is necessary to use the lift to perform non-destructive testing duties, a trained  
5 Hourly employee will drive the lift to the department where testing work is to be  
6 performed. Salaried employees will operate the lift within the department and do lift  
7 movement from one spot to another within the department. Hourly employees will move  
8 the lift between the various departments.

9 **J. Company Vehicles Washed and Serviced**

10 The following is a list of vehicles serviced and washed outside the plant:

- 11 1. Manager's vehicle  
12 2. Engineering vehicle

13 Listed below are vehicles washed outside the plant:

- 14 1. Vehicles used to transport salaried employees home.  
15 2. Vehicles driven outside that plant that can be washed while in town; i.e., trips to  
16 Lutcher, Gramercy, Baton Rouge, New Orleans, etc.

17 **K. Electrical, Instrument, Temporary Assignment**

18 Electrical and Instrument Specialist classifications are excluded from the Temporary  
19 Assignment other than Monday through Friday day shift.

20 The Company will, therefore canvass by seniority whenever temporary vacancies occur  
21 in the Electrical and Instrument Specialist classifications.

22 This does not apply to any other Trade and Craft or assigned maintenance classification.

23 **L. Lubrication Specialist Work**

24 The Union expressed concern over the issue of replacing a Lubrication Specialist on off  
25 shifts with other classifications. Therefore, a Lubrication Specialist will be assigned in all  
26 instances where the lubrication duties are not considered a part of the lubrication duties of  
27 the other classifications. Lubrication Specialists will be required to use tools so that they  
28 may perform their lubrication responsibilities without the need to call for maintenance  
29 assistance.

30 Both parties acknowledge that lubrication will continue to be done by these other jobs as  
31 is currently practiced, and by the Lubrication Specialist classification in unusual major  
32 replacement or when adding a large quantity of oil.

1 However, resulting from the Productivity Improvement Agreement discussions,  
2 Operations personnel may perform any lubrication (oil and grease) on a non-routine basis  
3 required to protect equipment. Again, it is not the intent of this agreement to involve  
4 operators in lubrication procedures currently by the Lubrication Specialist Classification  
5 on their established routes.

6 There may arise emergency situations which require deviation from this agreement, and  
7 proper communications will take place.

8 **M. Control Valves**

9 The General Repairers, Electrical or Instrument Technicians will remove control valves  
10 and/or valve operators. Electrical or Instrument Technicians will disconnect/connect  
11 signal wires and/or instrument air tubing.

12  
13 **N. MAINTENANCE ASSIST AND OVERLAP**

14 1. MAINTENANCE ASSIST

15 On any particular assignment, a maintenance employee may be assisted (“as an extra pair  
16 of hands”) by other maintenance employees or may be required to assist production  
17 worker on operational requirements as outlined in T below.

18 In all cases, provided the employee performing the work has or receives the appropriate  
19 level of training for the work being performed. This provision does not mean that an  
20 employee cannot work alone. This provision does not constrain the maintenance overlap  
21 provisions below.

22 2. MAINTENANCE OVERLAP

23 On a particular work assignment, a maintenance employee may be required, providing  
24 the employee has or receives the appropriate level of training for the work, to perform  
25 “Maintenance Overlap Work.” “Maintenance Overlap Work” is work that is related and  
26 incidental to the employee's particular work assignment, even though the work is  
27 normally performed by other classifications. It is understood that minor maintenance or  
28 adjustments not requiring specialized skills may be performed by any trained employee  
29 able to perform the work.

30 The following list is an illustrative, but not exhaustive, application of Maintenance  
31 Overlap Work as it may be applied:

- 32 • Electricians may perform cutting, burning and welding that is related and  
33 incidental to their job assignment.
- 34 • All qualified employees can operate lifting equipment such as forklifts and  
35 small cranes.
- 36 • Vessel entry to be performed by any qualified craftsman.
- 37 • Small scaffold erection.

- 1 • Electricians and Instrument Repairers to assist each other in rodding out
- 2 pressure and level taps, disconnecting motors and pulling wire.
- 3 • Machinist and General Repairers assist each other on rotating equipment
- 4 repairs.
- 5 • Mechanics and Electricians replacing motors in general.
- 6 • Machinist to perform basic cutting and burning.

7 **O. PRODUCTION EMPLOYEES ASSISTING MAINTENANCE EMPLOYEES AND**  
8 **PERFORMING MAINTENANCE WORK AND MAINTENANCE EMPLOYEES**  
9 **PERFORMING PRODUCTION WORK**

10 1. Production Assist

11 Production employees may be assigned to assist maintenance personnel “as an  
12 extra set of hands” as required in the maintenance or repair of production  
13 equipment or infrastructure, provided that the employee has or receives the  
14 appropriate level of training required for the work. This assignment could be for  
15 the duration of a project (such as breakdowns, surge, turnaround or  
16 overhaul/outage work) or as a minor part of an employee’s regular work.

17 In no event shall such work become, in the aggregate over time, a substantial part  
18 of an employee's job.

19 The following list is an illustrative, but not exhaustive, application of production  
20 employees assisting maintenance employees as it may be applied:

- 21 • Operators to replace small light bulbs
- 22 • Operators perform minor maintenance on all safety Showers
- 23 • Operators replace all small filters for water requiring simple tools
- 24 • Operators replace splash guards on small pumps not requiring rigging,  
25 welding or burning
- 26 • Operators perform routine lubrication duties on equipment in their area
- 27 • Operators adjust conveyor skirts
- 28 • Operators replace elastomer type pump couplings
- 29 • Operators assist maintenance with troubleshooting
- 30 • Operators assist in changing bags on dust collector

31 2. Production Performing Work Traditionally Performed by Maintenance  
32 Employees

33 Production employees may perform minor maintenance work or adjustments not  
34 requiring specialized craft skills on equipment or infrastructure associated with  
35 their current work assignment or area.

36 The following list is an illustrative, but not exhaustive, application of production  
37 employees performing non-craft or other minor maintenance work as it may be  
38 applied:

- 39 • Operators to replace small light bulbs
- 40 • Operators perform minor maintenance on all safety Showers
- 41 • Operators replace all small filters for water requiring simple tools
- 42 • Operators replace splash guards on small pumps not requiring rigging,
- 43 welding or burning
- 44 • Operators perform lubrication duties as currently assigned
- 45 • Operators adjust/replace conveyor skirts
- 46 • Operators replace elastomer type pump couplings
- 47 • Operators assist maintenance with troubleshooting and “extra hands” like
- 48 activities

49 3. Maintenance Employees Performing Work Traditionally Performed by Operational  
50 Employees

51 Maintenance employees may also perform production work for the purposes of  
52 troubleshooting equipment and providing “extra hands” type assistance. This  
53 includes the activities associated with preparing equipment and area for the  
54 commencement of maintenance work and with the running of the equipment and  
55 product to verify the repair under actual production parameters.

56 The parties further agree that instances of maintenance employees performing  
57 production work for the purpose of verifying equipment readiness should not  
58 extend beyond the timeframe required to complete the equipment readiness work.

59 In situations where the company has exhausted contractual and overtime  
60 procedures to timely secure production employees to perform production work,  
61 the company may assign maintenance employees to perform such work for 1) the  
62 balance of the shift or 2) until production employees can be secured through  
63 contractual or overtime procedures, whichever is sooner.

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66

**ARTICLE 26**

67 **TRAINING / EDUCATION**

68 **A. Tuition Reimbursement**

69 1. Purpose

70 a) The purpose of the tuition reimbursement plan is to aid and encourage  
71 eligible employees to supplement their education on their own time in  
72 order to assist them in maintaining and improving their working skills.

73 2. Coverage

74 a) Eligible Employees - Regular full time employees with two or more years  
75 of seniority are eligible to participate in the plan. Such employees would

1 be eligible to receive reimbursement in varying amounts for tuition costs  
2 for eligible courses in which they participate at their own request. In case  
3 an eligible employee quits or is discharged prior to completion of an  
4 approved course of study he shall not be entitled to any financial  
5 assistance under this plan.

6 b) Eligible Courses - Eligible courses shall be defined as courses which, if  
7 successfully completed, will provide a mutual benefit to the parties.

8 c) Prior Approval - Employees must make written application on forms  
9 supplied by the Company, and receive approval by the Company prior to  
10 course registration.

11 3. Financial Assistance

12 a) Application for reimbursement of tuition costs shall be made on forms  
13 supplied by the Company and forwarded to the plant's Industrial Relations  
14 Department. The refund request form shall include a statement from the  
15 school or sponsoring authority indicating that the employee satisfactorily  
16 completed the required work of the study course; the tuition charges were  
17 paid in full by the employee.

18 b) Reimbursement for approved courses shall be 100% of tuition cost up to  
19 but not in excess of \$1,500 in any one year. This shall include textbooks,  
20 breakage fees, equipment, etc.

21 c) Employees participating in the program who are eligible to receive tuition  
22 benefits resulting from service in the armed forces, federal aid or  
23 scholarship aid will be eligible to receive from the Company only the  
24 difference of the portion of tuition not covered by such benefits, not to  
25 exceed \$1,500.

26 d) Where employees have been placed on layoff subsequent to their having  
27 enrolled in an eligible course they shall be reimbursed for already incurred  
28 costs of the course in which they are currently enrolled in accordance with  
29 the provisions of this agreement.

30 **B. Lab Analysts - Retesting**

31 The Company agrees that employees who initially failed the Laboratory test shall be  
32 allowed to retake the test on their own time after a three-month waiting period, provided  
33 such employees can produce objective evidence of improving their knowledge in the  
34 areas of weakness. Such determination of objective evidence shall be decided by the  
35 Company with appropriate reasonableness.

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**ARTICLE 27**

**SUCCESSORSHIP**

The Company agrees that it will not sell, convey, assign, or otherwise transfer, all or substantially all, of any plant covered by this Labor Agreement, unless the following conditions have been satisfied prior to date of the sale:

1. The Buyer shall extend offers of employment to bargaining unit employees such that at least a majority of the employees hired by the purchaser are employees of the Company; and, if there is a collective bargaining agreement in effect,
2. The Buyer shall assume the existing collective bargaining agreement with the Union.

This above provision shall not apply where a plant has, been permanently shut down for at least six months. Nor are the above provisions intended to apply to any transactions solely between the Company and any of its subsidiaries or affiliates, or its parent company including any of its subsidiaries or affiliates, nor is it intended to apply to transactions involving the sale of stock, except that this provision shall apply: (1) where a plant or-substantial part thereof, which is covered by the Agreement, is sold to a third party pursuant to a transaction involving the sale of stock; or (2) where a transaction or series of transactions results in a change of control of the Company.

A permanent shutdown of six months shall mean that for six months following the final closure date; (1) bargaining unit work has been discontinued other than tasks associated with the shutdown of operations, including, but not limited to maintenance of the facility and property, and disposition of equipment, inventory, or work in progress; and (2) the Company is processing and/or paying any applicable shutdown benefits under the Labor and Benefits Agreements.

**ARTICLE 28**

**PAST PRACTICE**

It is distinctly understood and agreed by the Union that the Company shall not be obligated, contractually or otherwise, to continue in effect any custom, practice or benefit unless it has contractually obligated itself to do so by clear and explicit language in the Agreement.

1 **ARTICLE 29**

2 **TERMINATION**

3 Except as otherwise provided below, this Agreement shall terminate 60 days after either party  
4 shall give written notice of termination to the other party, but in any event, shall not terminate  
5 earlier than 6:00 P.M., Central Standard Time, October 28, 2021. If either party gives such  
6 notice, the parties shall meet within 30 days thereafter to negotiate with respect to such matters.  
7 If the parties shall not agree with respect to such matters by the end of 60 days after the giving of  
8 such notice, either party may thereafter resort to strike or lockout, as the case may be, in support  
9 of its position in respect to such matters as well as any other matter in dispute, but not earlier  
10 than 6:00 P.M., Central Standard Time, October 28, 2021.

1 Any notice to be given under this Agreement shall be given by registered mail and addressed to  
2 the respective parties as follows:

3 New Day Aluminum LLC  
4 P.O. Box 3370  
5 Gramercy, Louisiana 70052  
6  
7 United Steelworkers  
8 5 Gateway Center  
9 Pittsburgh, Pennsylvania 15222  
10

**FOR THE UNION**

/s/ Leo W. Gerard  
Leo W. Gerard  
International President

/s/ Stanley Johnson  
Stanley Johnson  
International Secretary-Treasurer

/s/ Thomas Conway  
Thomas Conway  
International VP Administration

/s/ Fredrick D. Redmond  
Fredrick D. Redmond  
International VP Human Affairs

/s/ Ruben Garza  
Ruben Garza, Director, District 13

/s/ W. E. Sanders  
W.E. Sanders, Sub-District Director

/s/ David Delaneuille  
David Delaneuille, Staff Representative

**FOR THE COMPANY**

/s/ John Habisreitinger  
John Habisreitinger  
Executive Vice-President

/s/ Kimberly S. Patterson  
Kimberly S. Patterson  
Senior Vice President – Human Resources

/s/ Tommy Blalock  
Tommy Blalock  
Plant Manager

**Local 5702 Negotiating Committee**

/s/ Brian Andermann  
Brian Andermann

/s/ Donal Ray Henry  
Donald Ray Henry

/s/ Scott Jones  
Scott Jones

## APPENDIX A

### Hourly Wage Scale

#### Hourly Wage Scale

Position	Labor Grade	Effective	Effective	Effective	Effective	Effective
		1/1/2017	1/1/2018	1/1/2019	1/1/2020	1/1/2021
Plant Services Spare	5	\$22.47	\$23.03	\$23.61	\$24.20	\$24.92
Small Sweeper Operator	5	\$22.47	\$23.03	\$23.61	\$24.20	\$24.92
Janitor	5	\$22.47	\$23.03	\$23.61	\$24.20	\$24.92
Job Class 4 Leaderman	4L	\$28.29	\$29.00	\$29.73	\$30.47	\$31.38
Conveyor Operator	4	\$25.64	\$26.28	\$26.94	\$27.61	\$28.44
Filter Operator	4	\$25.64	\$26.28	\$26.94	\$27.61	\$28.44
Asst Filter	4	\$25.64	\$26.28	\$26.94	\$27.61	\$28.44
Calcin Utility	4	\$25.64	\$26.28	\$26.94	\$27.61	\$28.44
Loader/Unloader	4	\$25.64	\$26.28	\$26.94	\$27.61	\$28.44
Scaler	4	\$25.64	\$26.28	\$26.94	\$27.61	\$28.44
Job Class 3 Leaderman	3L	\$30.01	\$30.76	\$31.53	\$32.32	\$33.29
Digestion Operator	3	\$27.89	\$28.59	\$29.30	\$30.04	\$30.94
Additive Operator	3	\$27.89	\$28.59	\$29.30	\$30.04	\$30.94
Clarification Operator	3	\$27.89	\$28.59	\$29.30	\$30.04	\$30.94
Precipitation Operator	3	\$27.89	\$28.59	\$29.30	\$30.04	\$30.94
Continuous Operator	3	\$27.89	\$28.59	\$29.30	\$30.04	\$30.94
Precip Util & Class	3	\$27.89	\$28.59	\$29.30	\$30.04	\$30.94
Asst Seed	3	\$27.89	\$28.59	\$29.30	\$30.04	\$30.94
Calcination Operator	3	\$27.89	\$28.59	\$29.30	\$30.04	\$30.94
Lab Analyst	3	\$27.89	\$28.59	\$29.30	\$30.04	\$30.94
ABO	3	\$27.89	\$28.59	\$29.30	\$30.04	\$30.94
Turbine	3	\$27.89	\$28.59	\$29.30	\$30.04	\$30.94
Senior Warehouse Clerk	3	\$27.89	\$28.59	\$29.30	\$30.04	\$30.94
MEO	3	\$27.89	\$28.59	\$29.30	\$30.04	\$30.94
Lubrication Specialist	3	\$27.89	\$28.59	\$29.30	\$30.04	\$30.94
Toolroom Repairer	3	\$27.89	\$28.59	\$29.30	\$30.04	\$30.94
Planning & Scheduling Clerk	3	\$27.89	\$28.59	\$29.30	\$30.04	\$30.94
Job Class 2 Leaderman	2L	\$33.38	\$34.21	\$35.07	\$35.94	\$37.02
Gantry Crane Operator	2	\$30.72	\$31.49	\$32.28	\$33.09	\$34.08
Evaporation Operator	2	\$30.72	\$31.49	\$32.28	\$33.09	\$34.08
Clarification Control Operator	2	\$30.72	\$31.49	\$32.28	\$33.09	\$34.08
Precipitation Control Operator	2	\$30.72	\$31.49	\$32.28	\$33.09	\$34.08
Kiln Operator	2	\$30.72	\$31.49	\$32.28	\$33.09	\$34.08
Boiler Operator	2	\$30.72	\$31.49	\$32.28	\$33.09	\$34.08
Carpenter/Painter/Insulator	2	\$30.72	\$31.49	\$32.28	\$33.09	\$34.08
Garage Mechanic	2	\$30.72	\$31.49	\$32.28	\$33.09	\$34.08
General Repairer	2	\$30.72	\$31.49	\$32.28	\$33.09	\$34.08
GR Apprentice 1	2A1	\$26.10	\$26.75	\$27.42	\$28.10	\$28.95
GR Apprentice 2	2A2	\$27.65	\$28.34	\$29.05	\$29.77	\$30.67
GR Apprentice 3	2A3	\$29.19	\$29.91	\$30.66	\$31.43	\$32.37
Job Class 1 Leaderman	1L	\$36.13	\$37.04	\$37.96	\$38.91	\$40.08
Digestion Control Operator	1	\$33.48	\$34.32	\$35.18	\$36.06	\$37.14
Powerhouse Control	1	\$33.48	\$34.32	\$35.18	\$36.06	\$37.14
A/C, Elect. & Inst. Specialist	1	\$33.48	\$34.32	\$35.18	\$36.06	\$37.14
Machinist	1	\$33.48	\$34.32	\$35.18	\$36.06	\$37.14
Machinist Apprentice 1	1A1	\$28.45	\$29.16	\$29.89	\$30.64	\$31.56
Machinist Apprentice 2	1A2	\$30.13	\$30.88	\$31.65	\$32.45	\$33.42
Machinist Apprentice 3	1A3	\$31.81	\$32.60	\$33.42	\$34.25	\$35.28
FOREMAN JC02-JC08	1F94	\$26.51	\$27.17	\$27.85	\$28.55	\$29.41
FOREMAN JC09-JC15	1F95	\$28.62	\$29.34	\$30.07	\$30.82	\$31.75
FOREMAN JC16-JC18	1F96	\$30.30	\$31.06	\$31.83	\$32.63	\$33.61
FOREMAN JC19-JC21	1F97	\$31.06	\$31.84	\$32.64	\$33.45	\$34.46
FOREMAN JC22-JC24	1F98	\$33.31	\$34.15	\$35.00	\$35.87	\$36.95
FOREMAN JC25-JC33	1F99	\$35.70	\$36.59	\$37.51	\$38.44	\$39.60

NOTE: Please see Alumina Shipping MOU dated January 17, 2017 with respect to pay specific to the Material Handler Class A and B positions in Alumina Shipping.

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## APPENDIX B-1 & B-2 Overview

### Alumina Production Red Side & White Side

As the industry continues to compress in the United States as well as globally, it is imperative for refineries such as Gramercy to constantly evolve to become as operationally efficient as possible in order to compete and survive. Consistent with industry best practices for alumina refineries similar to Gramercy, site operations will largely be concentrated, segmented and staffed from a Red Side and White Side perspective. The Red Side will largely represent what has historically been referred to as Sections I & II, while the White Side will largely represent what has historically been referred to as Section III.

While Sections I, II & III will represent the core of the Red and White Side approach, certain equipment and/or functions, as well as certain other areas, may be moved from time to time relative to physical proximity and/or other operational/business synergies (e.g. the potential of the Press Floor currently in the Red Side moving to the White Side).

Where practical, control rooms, work areas, locker/break areas will be centralized to Red Side and White Side focus. The areas will evolve to meet, train and operate as unified areas.

All employees in the Red Side and White Side are subject to assignment at Company discretion to any of the jobs and/or specific tasks within the areas, providing the employee has the required skills and/or training to perform the job or job task safely. If a Red Side or White Side employee is assigned to job in a grade class above their then current grade class, they will be eligible for the pay of the higher job class, with the exception of training and cross-training time.

1 **APPENDIX B-1**

2 **Alumina Production Red Side**

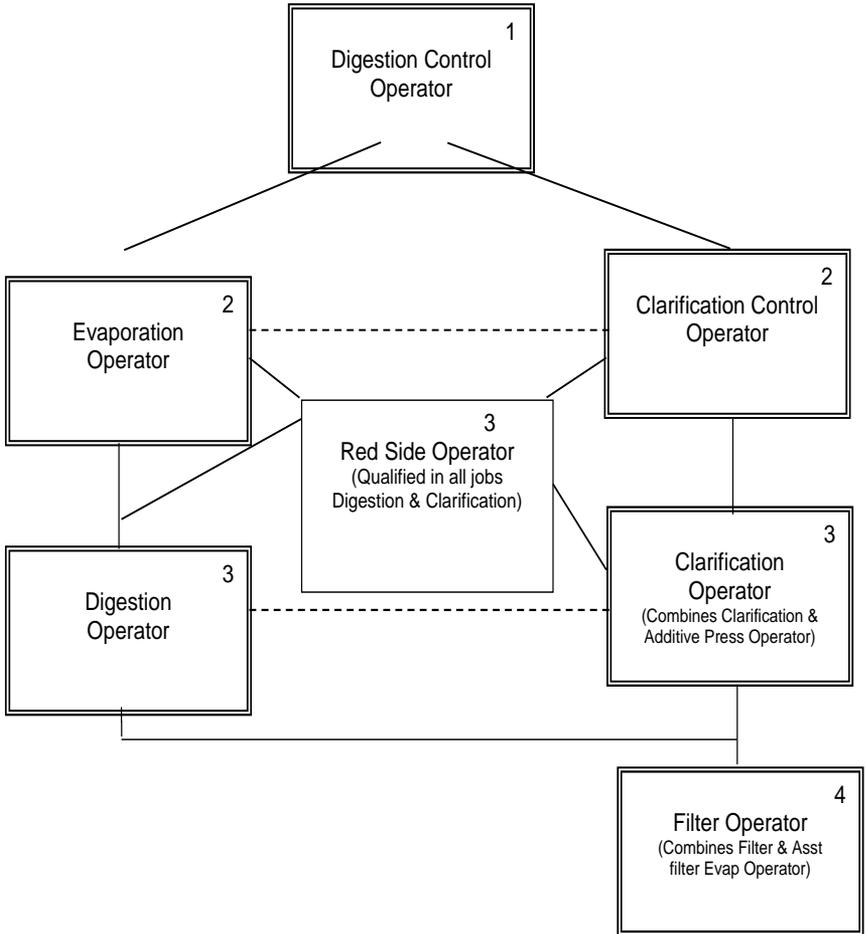
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4 The transition to a Red Side approach will include the consolidation to the extent practicable of  
5 Red Side control rooms into what is currently the Digestion Control Room, and the consolidation  
6 of locker, break, lunch and meeting/training areas for at least what has historically been referred  
7 to as Digestion and Clarification into the Digestion Building. These consolidations of work  
8 related areas will take place as soon as practicable. It is recognized that the consolidation of the  
9 Evaporation control room and the movement of the Evaporation Operator may require more time  
10 due to technology and logistics related challenges.  
11

12 In addition to the physical movements of control rooms and work related areas, the initial focus  
13 will be on the consolidation of the Digestion Operator and Clarification Operator into a Red Side  
14 Operator, trained and qualified on all operator responsibilities of Digestion and Clarification.  
15 While the full training and qualification process will take place over time, Digestion and  
16 Clarification operators are immediately subject to assignment at Company discretion to any of  
17 the jobs and/or specific tasks within the Digestion and Clarification area, providing the employee  
18 has the required skills and/or training as appropriate to perform the job or job task safely. To the  
19 extent practicable, job assignments will take into account employee seniority.  
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21 To the extent that there are conflicts between this Appendix B and Appendix E, the provisions of  
22 Article B will prevail.  
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APPENDIX B-1

Alumina Production Red Side



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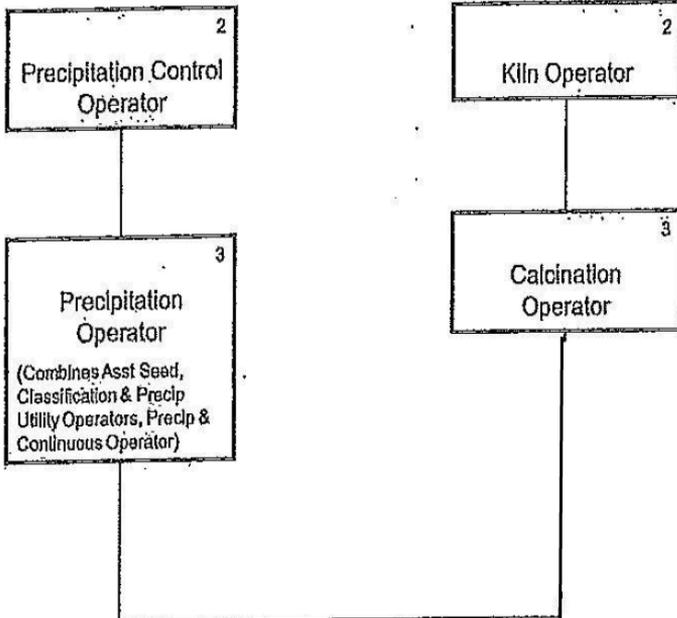
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**APPENDIX B-2**

**Alumina Production White Side**

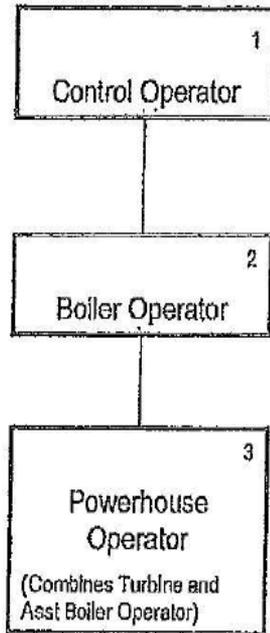
Precipitation and other Section III areas will continue to transition to a White Side approach, which will include to the extent practical the further consolidation of control rooms, locker, break, lunch and meeting/training areas. These consolidations of work related areas will take place as soon as practicable. It is recognized that the consolidation of the certain control functions may require more time due to technology and logistics related challenges, and some may not be practicable. To the extent practicable, job assignments will take into account employee seniority.

To the extent that there are conflicts between this Appendix B and Appendix E, the provisions of Appendix B will prevail.



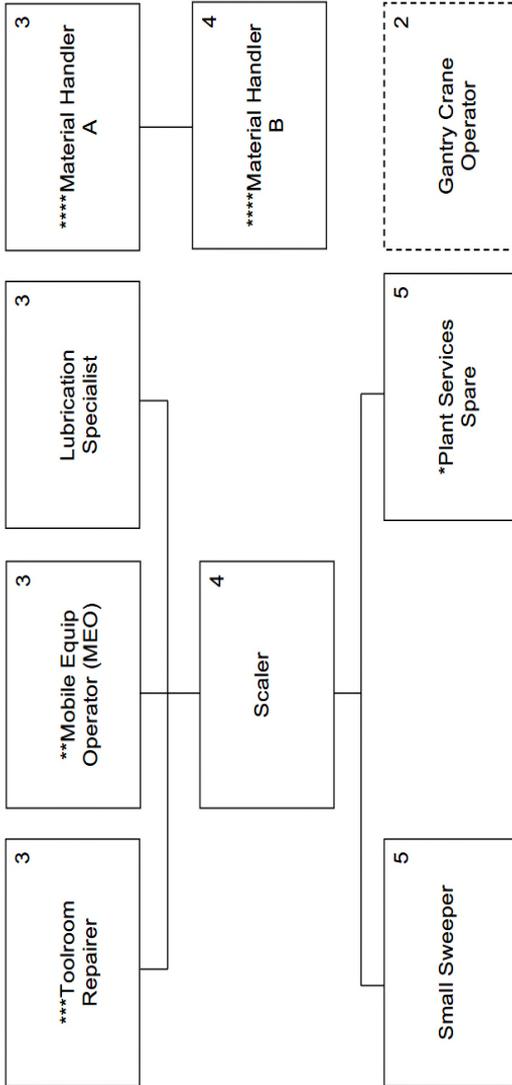
APPENDIX B-3

Power Plant Department



Appendix B-4

**Plant Services and Material Handling Department**



\* Temporary upgrades to MEO will be directly from Plant Services Spare.  
 \*\* Permanent vacancies in MEO job will be filled by bid from all lower department positions.  
 \*\*\* Temporary upgrades to Toolroom Repairer will be directly from Scaler.  
 \*\*\*\* The January 17, 2017 Alumina Shipping Memorandum of Understanding, incorporated herein by reference, describes in detail the Material Handler A and Material Handler B roles.

**APPENDIX B-5  
LABORATORY, PLANNING & SCHEDULING & WAREHOUSE**

**LABORATORY DEPARTMENT**

Laboratory 3  
Analyst

**MAINTENANCE PLANNING & SCHEDULING DEPARTMENT**

Sr. Maintenance 3  
Planning &  
Scheduling Clerk

**WAREHOUSE DEPARTMENT**

Sr. Warehouse 3  
Clerk

APPENDIX B-6

TRADE & CRAFT CLASSIFICATIONS

Instrument Specialist 1	Air Conditioning Mechanic/ Specialist 1	Machinist 1	Electrical Specialist 1
General Repairer 2	Carpenter Painter Insulator 2	Garage Mechanic 2	

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## APPENDIX C

### Minimum Guidelines Relating to Formal Training Programs for Trade, Craft and Assigned Maintenance Jobs

#### I. Definitions

“Company” means New Day Aluminum LLC. “Union” means United Steelworkers.

“Committee” means the Joint Training Advisory Committee as provided for in these guidelines.

“Bureau” means the Bureau of Apprenticeship and Training of the United States Department of Labor and the applicable, if any, State Apprenticeship and training agency.

“Trainee” means an employee of the Company who has been selected to learn a recognized skilled occupation provided for in these Guidelines.

#### II. Purpose and Intent

The Company and the Union recognize the mutual advantages in developing and training interested and qualified employees to fulfill the need for skilled workers. In keeping with this objective and their mutually recognized responsibilities, it is agreed that full and fair opportunity for advancement through organized and supervised training programs will be provided to interested and qualified employees in order to meet present and future demand for skilled workers, as determined by the Company. If it determines that there is not a sufficient number of interested and qualified employees available to fill its needs, the Company may hire workers from outside the Company to fill any vacancy.

Further it is recognized that work requirements and training facilities may vary from one location to another and that the basic aim of the training program is to develop personnel who are qualified to perform the full range of repair and maintenance tasks required. Nevertheless, the job classifications and other matters contained in the Basic Labor Agreement and the Job Description Classification Manual for specified occupations shall continue to be uniformly effective and applicable during the term of these Guidelines.

#### III. Joint Training Committee

##### A. Composition

A Committee composed of three representatives appointed by the Company and three representatives appointed by the Union shall be established.

1           **B.     Duties**

2           The duties of the Committee shall be:

3           To determine and insure that the provisions of the training program are being  
4           administered in accordance with the guidelines contained herein;

5           To review and adjust complaints and differences which may arise regarding the terms and  
6           conditions of these guidelines, subject to either parties' right to appeal any unresolved  
7           matter to the 3rd step of the grievance procedure;

8           To conduct interviews, approve qualified applicants for training, to evaluate and/or grant  
9           credit for previous related experience, and to evaluate and/or approve exceptional  
10          progress credit;

11          To appeal any unresolved matter to the 3rd step between the Company and the trainee;  
12          To review the trainee's progress;

13          To insure that records are maintained for each trainee, showing both classroom  
14          instruction and on-the-job training completed by training period;

15          To certify the names of trainees who have satisfactorily completed their training program  
16          and to issue a certificate of completion to trainees so certified.

17       **IV.   Qualifications**

18       Applicants for training programs must meet the following minimum requirements:

- 19           1.     Be of legal working age;
- 20           2.     Have satisfactorily completed job related entrance tests for the job involved;
- 21           3.     Be physically able to satisfactorily perform required duties of the job involved;
- 22           4.     Must not have voluntarily withdrawn from a training program, been disqualified  
23           from such a program, or currently be enrolled in a training program, unless  
24           approved by the Committee.

25       **V.    Selection Procedures**

26       The need for trainees under this program will be determined by the Company. and  
27       reviewed with the Joint Training Committee, but the final determination of need rests  
28       exclusively with the Company.

29       Notice of trainee vacancies shall be posted in accordance with the general practices and  
30       procedures outlined by the appropriate labor agreements.

1 Applicants for training programs will be selected in accordance with the applicable  
2 seniority provisions of the Basic Labor Agreement and Local Supplements without  
3 regard to race, creed, color, national origin, sex, age, or handicap. Employees currently  
4 working in a Trade or Craft or Assigned Maintenance Job with a standard rate in excess  
5 of Job Class 19 shall not be eligible for entrance into the training program without prior  
6 approval of the Committee.

7 Applicants shall be furnished a form which contains space for the employee's name,  
8 seniority, schooling, and the details of any special training and/or related experience  
9 which may tend to qualify him for advance credit in the training program. The form shall  
10 be signed by the employee and returned to the Committee. Applicants who meet  
11 minimum qualifications will be referred to the Committee for final interview and credit  
12 approval. Applicants accepted by the Committee will be notified in writing of their  
13 selection and advanced standing, if any, and a copy of the notification shall be sent to the  
14 Company, the Union, and a copy shall be kept by the Committee.

15 Trainees selected in accordance with the above shall be subject to a probationary period  
16 for the first 1,040 hours of the program. Credited hours for advanced standing will not be  
17 used to reduce the 1,040 hour probationary period.

#### 18 **VI. Credit for Related Experience**

19 Applicants for a training program shall be verbally examined with respect to previous  
20 training and/or experience and, when the Committee deems necessary, by performance  
21 demonstration tests to determine the amount of advanced standing to be credited, if any.  
22 In such cases, the total time required in the program may be shortened by the Committee,  
23 and the trainee will be assigned to the wage rate applicable to the period to which he has  
24 been advanced, but such advanced standing will only be granted to trainees who  
25 demonstrate their entitlement to the satisfaction of the Committee.

26 Advance standing credit shall not exceed the total of time devoted to either the particular  
27 work processes or classroom training course of instruction involved in the training  
28 program, but in no event shall a trainee be granted more than the total time involved in  
29 the particular training program, less the 1,040 hours probationary period.

#### 30 **VII. Probationary Period**

31 The first 1,040 hours of the training program shall be considered a probationary period  
32 during which either the Company or the trainee may terminate the trainee's participation  
33 in the program. The seniority rights and status of any trainee whose training program has  
34 been terminated will be subject to the applicable seniority provisions of the Basic Labor  
35 Agreement and Local Supplements.

1 **VIII. Training Agreement**

2 The trainee shall sign a training agreement which outlines the conditions of training and  
3 meets applicable requirements of Federal and/or State Apprenticeship and training  
4 agencies, if any.

5 The training agreement shall be signed by both the authorized representatives of the  
6 Company and the Union or authorized members of the Committee acting as their agents.  
7 A copy of the executed training agreement will be furnished to the trainee and the  
8 designated Company and Union members of the Committee.

9 **IX. Term of Training**

10 The total duration of any training program shall be the sum of the required number of  
11 1,040 hour training periods specified in the Schedule of Work Processes, less the number  
12 of hours credited by the Committee for advanced standing upon entrance, if any, and the  
13 number of credit hours thereafter given for exceptional training progress.

14 All hours worked and regular vacation hours and paid holidays not worked, shall be  
15 credited toward completion of the total training program hours required. Except as  
16 provided for above, the total duration of the training program may not be shortened.

17 **X. Related Instruction**

18 Trainees will be required to attend and satisfactorily complete a minimum of 72 hours of  
19 related classroom instruction contained in the applicable supplement for training jobs for  
20 each 1,040 hour period of required training.

21 The Company shall arrange for and outline all courses of related instruction which may  
22 be given in plant classrooms, local vocational facilities, as practical instruction, or  
23 approved home study courses, subject to review by the Committee.

24 The Company shall obtain instructors for such related instruction courses based on their  
25 ability to instruct and their knowledge of the machinery and work function involved.

26 Time spent by the trainee on supervised related training courses during working hours  
27 shall be paid for at the trainee's applicable training rate.

28 The cost of any outside related instruction, including necessary books, will be paid for by  
29 the trainee; provided, however, that upon satisfactory completion of each period of  
30 training, the Company will refund the cost of such instruction and books to the trainee if  
31 such costs are neither covered or reimbursable to the employee by some other agency.

32 It is intended that related instruction, as far as practical, shall pertain to the requirements  
33 of a specific job, and to the extent possible, such related instruction will parallel and  
34 supplement the on-the-job experience.

1 **XI. On-The-Job Training**

2 Training in the shop or on-the-job shall be the responsibility of the foreman or other  
3 supervisors, as assigned by department heads. It shall be the responsibility of the foreman  
4 or supervisor to assign, as soon as practical, productive on-the-job work which the trainee  
5 can perform individually on his own and/or provide the trainee, working with qualified  
6 skilled employees, work experience on the major divisions of the job to be learned as  
7 covered by these Guidelines.

8 Since the employee will be in a trainee status, it is important that his working role is  
9 clearly understood. The trainee is a student. The department is his school. The primary  
10 reason for him being there is to learn the job. As teachers, he has the foreman and  
11 supervisor and various standard rate craftsmen whom the foreman may assign to instruct  
12 and direct him. He has not been brought in as a marginal laborer or to replace a  
13 craftsman. The fact that he does perform productive work is a by-product of his effort to  
14 learn the job. The trainee has been added to the payroll because it has been determined  
15 that, by the time he has completed his training, the Company will need an additional man  
16 in that job.

17 A Schedule of Work Processes, in major divisions of the job titles to be learned on the  
18 job, for each of the jobs covered by these Guidelines, is prepared for guidance of on-the-  
19 job assignments or work experience and contained in the supplement to these Guidelines.  
20 Instruction of the trainee need not follow that chronological order of divisions as they  
21 appear in the Schedule of Work Processes, but may be taught in the sequence deemed  
22 best suited to the volume and type of work common to the job, provided that all trainees  
23 shall receive instruction on all major divisions of the job as listed in the Schedule of  
24 Work Processes, except for those divisions for which credit allowance has been made.

25 A trainee who fails to achieve a satisfactory supervisory performance rating on all of the  
26 major divisions of the job assigned during a particular training period (except the  
27 probationary period) shall be held in that phase without change of rate of pay for an  
28 additional qualifying period. During this period, he shall receive special training in the  
29 types of work covered by the assignments in which he failed. At the completion of this  
30 period, the trainee must achieve a satisfactory supervisory performance rating in all  
31 representative work assignments to receive the advancement in pay rate.

32 **XII. Periodic Review of Progress**

33 The Company shall arrange such job-related tests as are necessary to determine the  
34 trainee's progress in required work skills and related technical knowledge, subject to  
35 review by the Committee.

36 Records shall be maintained of the trainee's performance in each phase of training and  
37 each trainee will be evaluated as a trainee (not a craftsman) on both work experience and  
38 classroom instruction.

1 If an unsatisfactory progress rating is given in some specific phase of work experience or  
2 classroom instruction, or both, the trainee must satisfactorily repeat that phase of the  
3 program before advancing to the next period of training. Receipt of a second  
4 unsatisfactory rating for same period shall be considered cause for terminating the trainee  
5 from the program.

6 Trainees who demonstrate unusual ability and progress in mastering related instruction  
7 and on-the-job training portions of their standards may upon application, have their  
8 training periods reduced by the Committee, it being understood that a training period will  
9 be reduced only to the extent that it can be satisfactorily demonstrated to the Committee  
10 that the trainee has mastered a particular phase of the training, but under no  
11 circumstances shall a trainee be graduated from a program without having satisfactorily  
12 served the 1,040 hour probationary period.

13 **XIII. Request for New Program Review**

14 Upon the request of the Director of the Wage Department of the International Union, and  
15 upon the approval of the Chairmen of the Negotiating Committees, the Company will  
16 discuss and review with the Director or his representative the implementation of any  
17 Apprenticeship program installed at one of the Company's plants covered by this  
18 Agreement.

19 **XIV. Wage Progression**

20 Trainees will receive the wage rate of the permanent job from which they bid or Job  
21 Class 6, whichever is higher, for the first 1,040 hour wage progression period. During the  
22 intervening 1,040 hour periods, the wage rate for a trainee paid at a wage rate higher than  
23 that for Job Class 6 will not be reduced and adjusted and will not be subject to the  
24 periodic progression adjustments until such time as the length of training would give the  
25 trainee a higher wage rate in accordance with the wage progression provision. However,  
26 in no instance will the wage rate exceed the standard hourly wage rate of the job for  
27 which the trainee is being trained. All trainees will be eligible for general wage rate  
28 increases, cost-of-living adjustments and will use their retained wage rate for benefit  
29 purposes.

30 Rate retention will cease once the trainee leaves the training program for any reasons; or  
31 when the rate as described in Appendix C, paragraph XIV of Labor Agreement exceeds  
32 the retained rate; or when the trainee completes the training program.

33 A schedule of training rates for each of the required 1,040 hour periods shall be  
34 established in accordance with the above and contained in the applicable supplement.

35  
36 [Intentionally Left Blank]  
37

1 **APPENDIX D**

2 **12 HOUR SHIFT AGREEMENT**

3 **I. General terms**

4 This Memorandum of Agreement (the “Agreement”) dated May 16, 2016, establishes  
5 the terms and conditions which are applicable when employees are scheduled on a  
6 12-hour continuous shift operation at the Gramercy Plant. This Agreement is between  
7 New Day Aluminum LLC (the “Company”) and the United Steelworkers, AFL-CIO  
8 (the “Union”), for an in behalf of its Local Union 5702, Gramercy Plant. It describes  
9 the terms under which bargaining unit employees may work a “2-3-2” rotating shift  
10 schedule consisting of fourteen (14) twelve (12) hour shifts during a twenty-eight (28)  
11 day period.

12 Certain criteria had to be met in the preparation of the Agreement. It was desirable to  
13 conform as closely as possible to the contractual pay provisions under the Labor  
14 Agreement and it was essential that the Company’s costs and the employee’s wages  
15 be equitable for the same amount of time worked under both a 21-turn shift schedule  
16 and the 12-hours continuous shift operations schedule (hereinafter referred to as the  
17 “12-hours shift schedule”).

18 Federal Wage and Hour law required an employee be paid time and one-half for  
19 hours worked in excess of forty (40) hours in a work week. Although it is  
20 questionable whether the Gramercy Plant is subject to the Walsh-Healy Act, it is  
21 agreed that employees will be paid time and one-half for hours worked in excess of  
22 eight (8) hours in the workday. In addition, it is agreed that hours worked on Sunday  
23 will be paid at time and one-half. No other overtime/premium payments shall be  
24 applicable to the 12-hour shift schedule.

25 In order to satisfy legal and contractual requirements and to provide employees with  
26 equitable pay for the same amount of time worked under a 21-turn shift schedule and  
27 the 12-hour shift schedule, the standard hourly wage rates will be adjusted for the 12-  
28 hour shift schedule. These adjustments are based on the ratio of equivalent straight-  
29 time hours paid on the 21-turn shift schedule to those on the 12-hour shift schedule.  
30 The adjusted hourly rates, which are determined by multiplying the current standard  
31 hourly wage rates by the hours ratio, are applicable only for the proposed schedule.  
32 All hours worked or paid outside a 12-hour shift schedule such as holdover overtime  
33 or call-out will continue to be paid on the basis of the standard hourly wage rates.

34

## II. Comparison of the 21-turn shift and the 12-hour shift schedules

21-TURN	WEEK NO. 1							WEEK NO. 2						
	M	T	W	T	F	S	S	M	T	W	T	F	S	S
11-7 Shift	D	D	D	D	D	A	A	A	A	A	A	A	B	B
7-3 Shift	A	A	A	B	B	B	B	B	B	B	C	C	C	C
3-11 Shift	B	B	C	C	C	C	C	C	C	D	D	D	D	D
Off	C	C	B	A	A	D	D	D	D	C	B	B	A	A

21-TURN	WEEK NO. 3							WEEK NO. 4						
	M	T	W	T	F	S	S	M	T	W	T	F	S	S
11-7 Shift	B	B	B	B	B	C	C	C	C	C	C	C	D	D
7-3 Shift	C	C	C	D	D	D	D	D	D	D	A	A	A	A
3-11 Shift	D	D	A	A	A	A	A	A	A	B	B	B	B	B
Off	A	A	D	C	C	B	B	B	B	A	D	D	C	C

HOURS	WEEK #1	WEEK #2	WEEK #3	WEEK #4	TOTAL
Worked	40	40	40	48	168
Paid	44	40	44	52	180

NOTE: "A" Shift used as example.

12-HOUR	WEEK NO. 1							WEEK NO. 2						
	M	T	W	T	F	S	S	M	T	W	T	F	S	S
Day Shift (6am – 6pm)	A	C	C	B	B	D	D	D	A	A	C	C	B	B
Night Shift (6pm – 6am)	B	D	D	A	A	C	C	C	B	B	D	D	A	A
Off	C	A	A	C	C	A	A	A	C	C	A	A	C	C
Off	D	B	B	D	D	B	B	B	D	D	B	B	D	D

12-HOUR	WEEK NO. 3							WEEK NO. 4						
	M	T	W	T	F	S	S	M	T	W	T	F	S	S
Day Shift (6am – 6pm)	B	D	D	A	A	C	C	C	B	B	D	D	A	A
Night Shift (6pm – 6am)	A	C	C	B	B	D	D	D	A	A	C	C	B	B
Off	C	A	A	C	C	A	A	A	C	C	A	A	C	C
Off	D	B	B	D	D	B	B	B	D	D	B	B	D	D

HOURS	WEEK #1	WEEK #2	WEEK #3	WEEK #4	TOTAL
Worked	36	48	36	48	168
Paid	42	60	42	60	204

NOTE: "A" Shift used as example.

1  
2 **III. Condition for 12 Hour Shifts Period**

3 The conditions under which the 12-hour shift schedule will be implemented as follows:

4 A. Coverage of shift vacancies will be mandatory in accordance with the  
5 existing requirement that an employee may not leave his work area until properly  
6 relieved or the completion of sixteen (16) hours worked.

7 B. Overtime coverage will be guaranteed in accordance with the standby  
8 schedule listed on the rotating 12-hour shift schedule. The standby period of two  
9 (2) hours will consist of the last (1) hour of the prior shift and the first (1) hour of  
10 the shift for which the employee is on standby.

11 C. If the foregoing conditions are fulfilled and the trial period is begun, both  
12 the Company and the Union reserve the right to cancel the 12-hour shift schedule  
13 any time after six (6) months with at least thirty (30) days notice, if either party is  
14 dissatisfied with the results.

15 **IV. Pav Practices**

16 A. Regularly Scheduled Hours

17 1. Base Pay

18 a. On the 21-turn rotating shift schedule, employee works  
19 twenty-one (21) eight (8) hour shifts within a four (4) week period.  
20 This amounts to 168 hours worked for which the employee  
21 receives 180 hours pay.

22 b. On the 12-hour rotating shift schedule, an employee works  
23 fourteen (14) twelve (12) hour shifts within a four (4) week period.  
24 This amounts to 168 hours worked for which the employee  
25 receives 204 hours pay.

26 c. In order to equalize the cost to the Company and earnings  
27 of the employee, it is necessary to apply a ratio of 180/204 or  
28 .8824 to the standard hourly wage rate for each job class and  
29 develop an adjusted hourly rate for each Job Class.

30 d. An illustration of the use of the adjusted hourly rate is  
31 shown below. In this example, it is assumed that the standard  
32 hourly wage rate is \$10.00 an hour.

33  $\$10.00 \times 180 \text{ paid hours} = \$1,800.00/\text{Month}$

34  $\$10.00 \times 204 \text{ paid hours} = \$2,040.00$

35  $\$2,040 \times .8824 = \$1,800.00/\text{Month}$

1 e. Overtime worked as part of the regular 12-hour shift  
2 schedule will be paid at the adjusted hourly rate and referred to as  
3 regularly scheduled overtime (RSOT).

4 2. Schedule Premium

5 a. On the regular schedule of a 21-turn rotating shift schedule,  
6 an employee receives the thirty (30) cent schedule premium on 172  
7 hours.

8 b. On the regular schedule of a 12-hour rotating shift  
9 schedule, an employee shall by this Agreement receive the thirty  
10 (30) cent schedule premium on 196 hours.

11 c. The employee on 21-turn rotating shift receives \$51.60  
12 (172 x .30) in schedule premium for each four (4) week period.

13 d. Using a ratio of 172/196 (.8776), a schedule premium of  
14 \$.2633 for all hours worked on the regular schedule was  
15 established.

$$16 \quad \$.30 \times .8776 = \$.2633$$

$$17 \quad \$.2633 \times 196 = \$51.60$$

18 e. The schedule premium will be \$.2633.

19 3. Shift Differential

20 a. On the 21-turn shift schedule during a four-week period, an  
21 employee is paid for sixty (60) hours at the afternoon differential  
22 premium of 3% an hour and sixty (60) hours at the night shift  
23 differential premium of 5% an hour, for a "total" of "480%".

24 b. On the 12-hour shift schedule during a four-week period,  
25 an employee on the 6AM-6PM (day shift) receives 56 hours at  
26 zero percent and 28 hours at 3% x 1-1/2 totaling "126%"; an  
27 employee on the 6PM-6AM (night shift) receives 28 hours at 3%  
28 plus 28 hours at 5% plus 28 hours at 5% x 1-1/2 totaling "434%".  
29 The total for the full schedule would be "560%," unless the  
30 premium amount was adjusted.

31 c. Accordingly a ratio of 480/560 or .8571 will be applied as  
32 follows:

$$33 \quad (1) \quad 6AM-6PM \text{ (day shift) for each hour; "126\%"} \times$$
$$34 \quad .8571 \text{ } 4 \text{ } 84 \text{ hours} + (28 \text{ hours} \times .5) \text{ } 4 \text{ } .8824 \times 100 = 1.249\%.$$

$$35 \quad (2) \quad 6PM-6AM \text{ (night shift) for each hour; "434\%"} \times$$
$$36 \quad .8571 \text{ } 4 \text{ } 84 \text{ hours} + (28 \text{ hours} \times .5) \text{ } 4 \text{ } .8824 \times 100 = 4.302\%.$$

1 This results in the 6AM-6PM (day shift) receiving “108%” plus 6PM-  
 2 6AM (night shift) receiving “372%” or a total of “480%.”

3 B. Using the examples in Section IV, Pay Practices, an employee whose  
 4 standard hourly rate is \$10.00/hour would be paid as follows:

5 Adjusted hourly rate = \$8.824 (\$10.00 x .8824)  
 6 Schedule Premium = \$.2633  
 7 Shift Differential = \$.1102 (day shift) \$8.824 x 1.2493  
 8 = \$.3796 (night shift) \$8.824 x 4.30

9

	M	T	W	T	F	S	S
“A” Shift (Week No. 1)	Day	Off	Off	Night	Night	Off	Off
Monday	8 hours @ \$8.824						
	4 hours @ 1-1/2 x \$8.824						
	8 hours @ \$.2633						
	4 hours @ 1-1/2 x \$.2633						
	8 hours @ \$.1102						
	4 hours @ 1-1/2 x \$.1102						
Thursday & Friday	8 hours @ \$8.824						
	4 hours @ 1-1/2 x \$8.824						
	8 hours @ \$.2633						
	4 hours @ 1-1/2 x \$.2633						
	8 hours @ \$.3796						
	4 hours @ 1-1/2 x \$.3796						

10  
 11 C. Overtime

12 1. Overtime worked outside the regular 12-hour shift schedule will be  
 13 paid at the standard hourly wage rate under the terms of the Labor  
 14 Agreement.

15 2. The computation of hours or days worked for the appropriate  
 16 overtime premium will be done under the terms of the Labor Agreement,  
 17 except that the work week shall be from 6:00 a.m., Monday, until 6:00  
 18 a.m., the following Monday. The work day shall begin at 6:00 a.m. and  
 19 end at 6:00 a.m. the following morning.

20 3. If an employee works at least nine (9) hours on a 12-hour shift, the  
 21 day on which the shift was worked shall be counted as a day worked for  
 22 the sixth and seventh consecutive day overtime purposes.

23 4. Employees assigned to 12-hour shifts will eat their lunches on  
 24 Company time at such hours as their duties permit. No overtime lunches  
 25 will be provided to employees while working scheduled 12-hour shifts.

D. Holiday Pay

1. On a 21-turn shift schedule, a holiday is paid as follows:  
3 shifts x 8 hours x 2.5 times = 60 hours paid  
(Off shift) 8 hours x straight time = 8 hours paid  
68 hours paid

Assuming a standard hourly wage rate of \$10.00/hour, the holiday cost amounts to a total of \$680.00.

2. On a 12-hour shift schedule, a holiday would be paid as follows:  
2 shifts x 12 hours x 2.5 times = 60 hours paid  
(Off shift) 16 hours x straight time = 16 hours paid  
76 hours paid

Assuming a \$10.00 standard hourly wage rate, the holiday cost would amount to \$760.00.

3. In order to equalize the cost to the Company and the earnings of the employees, it is necessary to apply a ratio of 68/76 or .8947 to the standard hourly wage rate for each job class and develop an adjusted holiday rate for each job class.

4. An illustration of the use of an adjusted holiday rate is shown below. In the example, the standard hourly wage rate is \$10.00 an hour.

$$\begin{aligned} \$10.00 \times .8947 &= \$8.947 \\ \$8.947 \times 24 \times 2.5 &= \$536.82 \\ \$8.947 \times 16 \times 1 &= \underline{\$143.15} \end{aligned}$$

Company Cost                      \$679.97

5. An employee who works on a regularly scheduled holiday will be paid 2-1/2 times his adjusted holiday wage rate only for all hours worked on the holiday. The standard hourly wage rates shall continue to apply for any hours worked on a holiday outside the employee's normal shift schedule.

6. An employee scheduled off on a holiday will be paid eight (8) hours only at his adjusted holiday wage rate. Also, an employee who is scheduled to work on a holiday but is excused for personal sickness will be paid eight (8) hours at the adjusted holiday wage rate.

7. For the purposes of this Agreement, holidays will be the same as those listed in the Labor Agreement.

1                   8.     An employee who is on a scheduled vacation on a holiday will be  
2                   paid eight (8) hours only at the straight time standard hourly wage  
3                   rate, in addition to his vacation pay.

4                   **V.     Vacations**

5                   A.     Employees on the 12-hour shift schedule will qualify for vacations in  
6                   accordance with the Labor Agreement.

7                   B.     Regular vacation and extended vacation quotas will be leveled for the full  
8                   year.

9                   C.     Vacation pay per week of vacation for an employee on the 12-hour shift  
10                  schedule will be computed in accordance with the provisions of Article 8,  
11                  Section D. of the Labor Agreement. Average earnings per hour shall be  
12                  based upon the standard hourly wage rates rather than the adjusted hourly  
13                  rates. In order to equalize the cost to the Company and the earnings of the  
14                  employees under a 12-hour shift schedule as compared to a 21-turn shift  
15                  schedule, the average hours worked per week as computed under Article  
16                  8, Section D. shall be reduced by two (2) hours, but shall be no less than  
17                  forty (40) hours per week in any case.

18                  D.     A week of vacation under the 12-hour shift schedule shall be a work week  
19                  as defined under Section IV, paragraph C.3., hereof, i.e., 6:00 a.m.,  
20                  Monday until 6:00 a.m., the following Monday, provided suitable standby  
21                  coverage is maintained.

22                  **VI.    Overtime Procedure**

23                  In addition to paragraphs A. and B. of Section III of this Agreement, the following shall  
24                  apply:

25                  A.     Twelve-hour Shift Overtime Coverage will be obtained from the  
26                  replacement chart shown on the 12-hour shift schedule except as otherwise  
27                  specified below.

28                   1.     Employees designated as standby will be considered on standby  
29                   for the entire period specified. Standby employees will be required  
30                   to be available one (1) hour prior to and one (1) hour after the  
31                   official shift-change times of 6:00 a.m. and 6:00 p.m. but may be  
32                   called at times other than these as established per area specific shift  
33                   change practices.

34                   2.     Employees on standby do not have the right to refuse 12-hour shift  
35                   vacancy overtime once contacted. The area specific overtime  
36                   agreements detail standby requirements. See Appendix E of the  
37                   agreement.

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3. Failure to be on standby as specified above will result in disciplinary action and may result in the cancellation of this agreement.
  4. In those classifications where there is more than one person available on standby, contact will be made in order of overtime hours on the overtime list.
  5. Employees not on standby may be used by the Company for overtime coverage in accordance with the overtime agreement.
  6. Pagers for 12-Hour Standby
    - a) Employees scheduled for standby will be provided a pager.
    - b) Pagers will be checked out and returned through designated Company representatives.
    - c) Employees checking out a pager will be fully responsible for its condition and return. The cost of replacing or repairing pagers will be charged to the designated responsible employee.
    - d) Employees not responding to a page are subjecting themselves to discipline per the 12-hour policy.
  - B. The Company shall institute a stand by procedure for Maintenance and the Laboratory.
  - C. The void that will occur in Maintenance and the Laboratory on the 12-hour shift schedule between 3:00 p.m. and 6:00 p.m. may or may not be filled.
  - D. Employees who are not assigned to the 12-hour shift may be used by the Company as personnel on the 12-hour shift schedule at any time during the shift and for whatever period of time that may be required. The vacancy which results beyond the end of the non-12-Hour Shift employees regular shift, if filled, will be offered to employees present on the plant site in order of overtime hours, low to high. If no one accepts the overtime, the low overtime qualified non-12-Hour Shift employee in the classification present on the plant site shall work the overtime.
  - E. All employees must make available to the Company a telephone number at which they can be contacted.
  - F. In situations when there is no replacement employee in the job in which the vacancy exists, the Company may utilize a replacement employee in the next lower job classification.

- 1 G. The Company may, when such action is necessary to man a job in excess  
2 of 16 hours, as the last option, utilize a salaried employee to perform  
3 bargaining unit work.
- 4 H. The Company may, when such action is necessary to man a job, require an  
5 employee to work past the time when his vacation is due to start. The  
6 Company will, however, review any undue inconvenience which may  
7 result from such action.
- 8 I. The provisions of “Overtime Distribution” in the Agreement will govern  
9 those areas not specifically excluded here in under this Section VI.
- 10 J. The Company and the Union agree to cooperate in the resolution of any  
11 unforeseen problems that may arise in regard to overtime distribution.
- 12 K. Employees restricted for medical reasons to less than 12 hours of work in  
13 a 24-hour period may be reassigned to a non-12-hour shift schedule in  
14 accordance with the Disabled Employee language in Article 9 of this  
15 Agreement.
- 16 L. There will be no penalty paid under the Weekend Tandem (Article 7C)  
17 when the 12-hour shift schedule is instituted or at the time of cancellation.
- 18 M.  Forcing for Extra Work on Overtime – The Company has the right to  
19 require a 12-hour shift employee to report for work other than shift  
20 vacancy coverage, if such work must be performed to alleviate serious  
21 safety conditions; environmental emergencies; the continuity of operations  
22 is threatened (production Loss); or the Company is subject to economic  
23 penalties, such as demurrage.

24 It is understood that the “standby” person will be forced for the above  
25 described coverage, only after other available people have been solicited  
26 for the overtime coverage. It is further understood that a legitimate  
27 emergency must exist as described above. Clean up and other duties that  
28 can be postponed shall be, until a later time.

## 29 **VII. Call-Out and Schedule Changes**

30 Notwithstanding any other provisions of this Agreement, call-outs of 12-hour shift  
31 employees to vacancies on 12-hour shifts will be paid at the standard hourly wage rate for  
32 those call-out hours. An employee who is rescheduled to a 12-hour shift subsequent to  
33 the Thursday posting shall be paid in accordance with Article 6, paragraph G, of the  
34 Labor Agreement in addition to pay for hours worked on the 12-hour shift at the adjusted  
35 wage rate. An employee scheduled to work other than a 12-hour shift who works a 12-  
36 hour shift shall be paid at the applicable standard hourly wage rate.

37

1 **VIII. Miscellaneous**

- 2 A. Jury Duty will be administered in accordance with the provisions of  
3 Article 20 of the Labor Agreement. Jury Duty for 12-hour Shift employees  
4 is paid at 12 hours at the adjusted hourly wage rate.
- 5 B. Sickness and Accident Benefits and Pension Benefits are dependent upon  
6 Job Classes, which are unchanged, and are not affected in any way by this  
7 Agreement.
- 8 C. Group Life insurance is unaffected by this Agreement.
- 9 D. Bereavement Pay. Twelve-hour employees shall have the opportunity to  
10 be excused for up to either two (2) twelve-hour shifts or three (3)  
11 consecutive calendar days; provided that the maximum paid leave such  
12 employee may receive shall be twenty-four (24) hours at the standard  
13 hourly wage rate.
- 14 E. Notwithstanding the provisions of Paragraphs 1 and 2 of Article 19 of the  
15 Supplemental Unemployment Benefit Program, Section C., Short Week  
16 Benefits, if an employee is working in a week in which only three (3) days  
17 are scheduled on a 12-hour shift schedule the following shall apply:
- 18 (a) If one (1) unworked holiday occurs during such week, it shall be  
19 counted at eight (8) hours paid, and
- 20 (b) If, in addition to the one (1) unworked holiday (a) above, any  
21 subsequent unworked holiday occurs during such week, each  
22 subsequent unworked holiday shall be counted as fourteen (14)  
23 hours paid.

24 **IX. Scope of Agreement**

- 25 A. It is agreed that, relative to the 12-hour shift schedule, the Labor  
26 Agreement supersedes the all other agreements in areas in which there  
27 may be a conflict.
- 28 B. All areas not specifically covered by the Labor Agreement shall be  
29 governed by the terms and conditions of any other applicable agreements.
- 30 C. In the event questions arise concerning the application of the 12-hour shift  
31 schedule and/or unforeseen conflicts with the provisions of the Labor  
32 Agreement, such issues shall be referred to the Chairmen of the  
33 Negotiating committees or their designees for resolution.
- 34 D. Any modifications and/or changes made to the existing terms and  
35 conditions of the Labor Agreement as a result of the Gramercy Plant or  
36 any portion thereof going to the 12-hour shift schedule shall be applicable

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only during such continuous operations; in the event the 12-hour shift schedule is subsequently discontinued, the terms and conditions of said Agreement will be given the normal interpretation and application. It is understood that there is no intent to change or modify the wage, benefits, and contract terms currently existing in the Labor Agreement except those expressly agreed to above or subsequently agreed to by the respective Chairman of the Negotiating Committees or their designees.

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**21-Turn Continuous Shift (4 Week Cycles)**

M T W T F S S	M T W T F S S	M T W T F S S	M T W T F S S
X X X X X PAY	X X X X X X	X X X X X	X X X X X X
M T W T F S S	M T W T F S S	M T W T F S S	M T W T F S S
X X X X X X	X X X X X	X X X X X	X X X X X
M T W T F S S	M T W T F S S	M T W T F S S	M T W T F S S
X X X X X	X X X X	X X X X X	X X X X X
M T W T F S S	M T W T F S S	M T W T F S S	M T W T F S S
X X X X X	X X X X X	X X X X X	X X X X X

**21-Turn Continuous Shift (4 Week Cycle)**

M T W T F S S	M T W T F S S	M T W T F S S	M T W T F S S
X X X X X PAY	X X X X X X	X X X X X	X X X X X
M T W T F S S	M T W T F S S	M T W T F S S	M T W T F S S
X X X X X	X X X X X	X X X X X	X X X X X X
M T W T F S S	M T W T F S S	M T W T F S S	M T W T F S S
X X X X X	X X X X X	X X X X X X	X X X X X
M T W T F S S	M T W T F S S	M T W T F S S	M T W T F S S
X X X X X X	X X X X X	X X X X X	X X X X X

2-Week Cycle Chart

MTWTFSS

XXXXX

NO

MTWTFSS

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PAY

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3-WEEK CYCLE

MTWTFSS

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PAY

MTWTFSS

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MTWTFSS

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PAY

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MTWTFSS

XXXXX

1-WEEK CYCLE

NO

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MTWTFSS

XXXXX

PAY

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MTWTFSS

XXXXXX

1  
2 **APPENDIX E**

3 Mr. David Delaneuille  
4 Staff Representative  
5 United Steelworkers  
6 5723 Superior Drive, Suite A-4  
7 Baton Rouge, LA 70816

8 Re: Workplace Restructuring and Productivity

9 Dear Mr. Delaneuille:

10 The parties recognize that employment security and productivity improvement must be  
11 inseparably linked if the Company is to attain sustained profitability. Accordingly, the parties  
12 recognize and agree that the workplace must undergo significant restructuring. The objective of  
13 this restructuring is to maximize efficiency by having employees perform a broader range of  
14 duties and by eliminating barriers that may interfere with flexibility and productivity. Among  
15 other things, this process requires the restructuring of existing job classifications and  
16 establishment of new lines of progression (“LOP”) and new job descriptions.

17 In order to achieve the workplace restructuring objective, the parties have agreed to the  
18 following to govern its implementation:

- 19 1. A box in a LOP represents a position to which an Employee may hold incumbency.  
20 Former job titles listed inside a box in a LOP represent the duties of the position  
21 encompassed by that position box. Such a former job title is not a “job” as that term is  
22 used in the 2005 Labor Agreement. Employees may be assigned to perform any function  
23 within their new position descriptions that they are capable of safely performing, being  
24 mindful not to infringe upon the employee’s right to exercise his seniority based  
25 preference. Rotation through the various functions encompassed by the new positions  
26 will be necessary and required to provide and maintain job knowledge and skills. In  
27 periods of stable operations, where employees have been fully trained such that  
28 maximum workforce flexibility and productivity is achieved, Employees may select their  
29 preferences to repetitive routine assignments within a new position box and shift  
30 preferences on the basis of seniority. These preferences will be honored, provided that the  
31 exercise of such preferences does not interfere with achievement of the objectives of this  
32 Agreement. To this end, Employees may be temporarily reassigned to duties other than  
33 their preferred assignment as required by operations, in accordance with the collective  
34 bargaining agreement. A temporary assignment will be limited in duration as necessary to  
35 accomplish the purpose for which the temporary assignment was made (e.g., training,  
36 operational requirement, etc.).
- 37 2. Notwithstanding any other provision of the Labor Agreement, all existing local seniority  
38 agreements, practices and local working conditions, whether by agreement or otherwise,  
39 will be modified or eliminated, as appropriate, to implement the new seniority structures  
40 and achieve the parties’ restructuring objectives.

- 1 3. There shall be no layoff or reduction in force in any of the restructured lines of  
2 progression solely as a result of the implementation of this Workplace Restructuring and  
3 Productivity Agreement.
- 4 4. Employees will receive any pay adjustments associated with their restructured job once  
5 they are qualified to perform all functions of such job. The Company will use its good  
6 faith best efforts to train employees to perform all functions of their job. To the extent  
7 possible, such training will take place on employees' regularly scheduled work time.  
8 Employees who fail to qualify for their restructured job will be demoted to the next job in  
9 their LOP for which they are qualified.
- 10 5. As a transitional matter, the incumbents of the Loader/Unloader position as of the  
11 Effective Date of this Agreement shall retain departmental seniority in the Plant Services  
12 Department as well as Alumina Production Section III until such incumbent successfully  
13 bids on another job.
- 14 6. As a transitional matter, should Employees, who as of the Effective Date, occupy the  
15 source jobs that have been consolidated into the combined jobs of Classification Operator  
16 or Clarification Operator fail to complete satisfactorily the Company's training program  
17 for their combined job and fail to qualify on all functions of the combined job despite  
18 exercising their best efforts to do so, they will continue to be employed under the  
19 following conditions:

20 Classification Operator

- 21 a. They will be utilized to the fullest extent of their qualification on functions within  
22 the job;
- 23 b. They will have the right to transfer to another vacancy, in accordance with Article  
24 24; and
- 25 c. If they remain in the Classification Operator position as a limited utility  
26 employee, their rate of pay will be reduced to the greater of (i) Labor Grade 4 or  
27 (ii) their rate of pay in 2010 prior to the Effective Date of this Agreement.

28 Clarification Operator

- 29 a. They will be demoted to the position of Filter Operator, or they may transfer to  
30 another vacancy, in accordance with Article 24; and
- 31 b. The senior incumbent Filter Operator interested in moving up will be afforded the  
32 opportunity to train and qualify on the Classification Operator job.
- 33 7. Issues arising in connection with the implementation of this Workplace Restructuring and  
34 Productivity Agreement shall first be discussed by the Joint Workplace Restructuring  
35 Committee. Such Committee shall be comprised of three (3) Union representatives and  
36 three (3) representatives of management. The Joint Committee shall have authority to  
37 discuss and resolve issues attendant to implementation of the workplace restructuring

1 contemplated by this letter. It shall not have authority to make any substantive changes to  
2 the Departments, LOP's or jobs resulting from the restructuring, nor shall it have any  
3 authority to discuss job classification or pay issues.

- 4 8. If the Joint Committee is unsuccessful in resolving any issue(s), the matter will be  
5 referred to the Local Union President and Grievance Chair and the plant manager or his  
6 designated representative. Should agreement not be reached, the Local Union President  
7 may notify the Co-Chairs of the Negotiating Committee that a dispute exists. The Co-  
8 Chairs (or their designees) shall promptly meet and attempt to resolve the dispute. Should  
9 resolution not be achieved, the Union may appeal the dispute to Arbitration. The matter  
10 will promptly be heard, the Arbitrator's consideration of the dispute shall be guided by  
11 the principles articulated in this letter, and the Arbitrator's decision shall be final and  
12 binding only for the specific dispute presented.

13 Sincerely,

14 /s/ Kimberly S. Patterson

15 Kimberly S. Patteron  
16 Senior Vice President - Human Resources

17 Confirmed:

18  
19 /s/ David Delaneuville

20 David Delaneuville  
21 Staff Representative  
22 United Steelworkers  
23

24 **SEE APPENDIX G FOR SUBSEQUENT AGREEMENT**  
25  
26  
27  
28  
29  
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31

32 [Intentionally Left Blank]  
33

1 **APPENDIX F**

2 October 28, 2016

3  
4  
5 Mr. David Delaneuille  
6 Staff Representative  
7 United Steelworkers  
8 5723 Superior Drive Suite A-4  
9 Baton Rouge, LA 70816

10  
11 Re: Impact of Patient Protection and Affordable Care Act

12 Dear David Delaneuille:

13 The Parties recognize that certain modifications to the Employees' Group Insurance Program  
14 (the "Program") may be required to comply with the Patient Protection and Affordable Care Act  
15 ("PPACA"). In making such changes as may be necessary to comply with federal law, the  
16 Company agrees as follows.

- 17 (1) Prior to modifying the Program, the Company agrees to explain the required  
18 modifications to the Union and afford the Union the opportunity to meet and  
19 discuss potential plan design changes which may serve to offset increased costs to  
20 bargaining unit employees resulting from the required modifications.
- 21 (2) Should the USW contend that the Company's modifications exceed the  
22 requirements of the PPACA, the USW shall have the right to file a grievance in  
23 accordance with the terms of the Labor Agreement and submit the matter directly  
24 to arbitration. If the arbitrator determines that the Company's changes to the  
25 Program exceed the requirements of the PPACA, the arbitrator shall have the  
26 authority to order the Company to rescind the modifications; provided that, the  
27 arbitrator shall have no authority to make any order that may jeopardize the  
28 Program's qualified status.

29 Sincerely,

30 /s/ Kimberly S. Patterson

31 Kimberly S. Patterson  
32 Senior Vice President - Human Resources

33 Confirmed:

34  
35 /s/ David Delaneuille  
36 David Delaneuille  
37 Staff Representative  
38 United Steelworkers

1 **APPENDIX G**

2 Supplemental Workplace Restructuring Implementation Agreement

3 In accordance with Appendix E, para. 7 of the parties' 2010 collective bargaining agreement (the  
4 "2010 Agreement"), the parties have agreed to clarify the impact of workplace restructuring on  
5 certain components of the 2010 Agreement and to resolve their dispute concerning the  
6 application of transitional pay rates reflected in Appendix A to the 2010 Agreement.

7  
8 Specifically, in consideration of the mutual promises and commitments described below, the  
9 parties agree as follows.

10 A. Transitional Pay Rates

11 The parties have agreed to resolve their dispute concerning the interpretation of the provisions  
12 concerning Upgrades in Art. 4, Sec. B. 4. of the 2010 Agreement and the application of the  
13 transitional pay rates reflected in Appendix A to situations in which employees perform different  
14 "functions" within their new combined job or "box" as follows.

- 15 1. Until the final year of the 2010 Agreement, when all pay rates for each Labor  
16 Grade will be the same, employees working in jobs that have multiple pay rates  
17 within the job will be paid as follows:
- 18 a. The "Regular Rate" for each employee shall be the pay rate that  
19 corresponds year by year to his or her initial rate of pay as of the Effective  
20 Date of the 2010 Agreement for so long as such employee remains in the  
21 new combined job he or she occupied on the Effective Date;
- 22 b. The "Regular Rate" for employees hired after the Effective Date and for  
23 employees who bid into a new job after the Effective Date shall be the  
24 Standard Rate of such job, i.e., the lowest rate assigned to the job;
- 25 c. Each "function" of a new combined job that was formerly a separate  
26 "source job" will be assigned a separate pay rate, as set forth in Exhibit A;
- 27 d. If an employee works a full shift or an overtime shift in a function  
28 assigned a rate of pay higher than the employee's Regular Rate, the  
29 employee will receive the higher rate of pay for that shift. Employees  
30 working in a higher paying function while training, including refresher  
31 training, will not receive the higher rate and will continue to receive their  
32 Regular Rate.
- 33 2. Work in higher paying "functions," as described in paragraph 1, will not be  
34 considered an "Upgrade" for purposes of Art. 4, Sec. B. 4. because such  
35 "functions" are not "jobs" within the meaning of Art. 4, Sec. B. 4.
- 36 3. In all other respects, the "source jobs" will cease to exist as anything other than  
37 component "functions" of the new combined jobs.

1 B. General Repairer Roving Maintenance Crew

2 The parties have agreed to establish a General Repairer (“GR”) Roving Maintenance Crew  
3 (“Crew”) to afford the Company greater flexibility with respect to the scheduling and assignment  
4 of maintenance while continuing to recognize the seniority rights of GR’s. The GR Roving  
5 Maintenance Crew will be implemented as follows.

- 6 1. The Crew will be established as a new Group V. As such, it will be a separate  
7 “area” for purposes of applying the bidding procedures described in Art. 25, Sec.  
8 B relating to GR’s.
- 9 2. The Company will determine the size of the Crew, and it will initially be  
10 scheduled on 8-hour weekday daylight shifts. Subsequent schedule changes will  
11 be governed by the 2010 Agreement.
- 12 3. The Company will have the right to deploy the members of the Crew anywhere in  
13 the plant that the Company determines is necessary to meet its operational and  
14 maintenance needs, including but not limited to assigning some or all of them to  
15 fill a vacancy on any crew for which they are qualified, to supplement an existing  
16 crew, to support the Project Crew (including turnarounds) and to such other  
17 maintenance tasks as the Company may determine. The deployment of the Crew  
18 will not be restricted by any provision of the 2010 Agreement, including but not  
19 limited to Art. 25, Sec. B, that otherwise regulates the movement of GR’s.

20 C. Transition Committee Guidance

21 The parties’ respective Co-Chairs of the Negotiating Committee recognize and appreciate the  
22 efforts of the Transition Committee to resolve issues concerning the implementation of the 2010  
23 Agreement. In particular, the Co-Chairs want to recognize and support the work of the Transition  
24 Committee with respect to the application of the 2010 Agreement’s workplace restructuring  
25 principles and its new combined jobs to the Powerhouse Overtime Agreement. The result of their  
26 work in the Power Plant Department is a model for implementation of the 2010 Agreement in all  
27 departments.

28 The outcome of the Transition Committee’s work on the Power Plant can be summarized as  
29 follows:

- 30 1. The Transition Committee appropriately recognized and understood that the new  
31 Powerhouse Operator position is comprised of the former Turbine Operator and  
32 Auxiliary Assistant Boiler Operator positions. As a consequence of the 2010  
33 Agreement, those former positions ceased to exist as “jobs” or “classifications.”  
34 They now constitute the functions of the Powerhouse Operator position.
- 35 2. Accordingly, all references to “classification” in the Powerhouse Overtime  
36 Agreement now refer only to the three positions in the Power Plant Department –  
37 Control Operator, Boiler Operator and Powerhouse Operator.

1           3.     Now that all Powerhouse Operators are trained and qualified to perform all of the  
2                 functions in the new combined job, there are no separate overtime distribution  
3                 designations, lists or procedures relating to the former positions of Turbine  
4                 Operator and Auxiliary Assistant Boiler Operator. The overtime distribution rules  
5                 apply to all incumbents of the Powerhouse Operator position without regard to  
6                 their former source jobs.

7     The Co-Chairs commend the Transition Committee for its work and encourage the Committee to  
8     use outcomes like this one in the Power Plant as a model to guide their work going forward as  
9     they apply the 2010 Agreement to the particular needs of other departments in the plant.

10  Agreed, this \_16th\_ day of June, 2011.

NORANDA ALUMINA, LLC

UNITED STEELWORKERS

/s/ Kimberly S. Patterson

/s/ David Delaneuille

Kimberly S. Patterson  
Senior Vice President – Human Resources

David Delaneuille  
Staff Representative

11

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Vacations – Length	29-30	8
Vacations – Eligibility & Scheduling	27-31	8
Vehicles – Washed & Serviced	99	25
Wage Scales	7-8, 108	4, A
Weekend Tandem	25-26	7
Welders Gloves, Hand Tools and Clothing Allowance	70-71	14

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