

# **LABOR AGREEMENT**

**-between-**

**CAMBRIDGE-LEE INDUSTRIES, LLC.**

**(Plant #3)**

**-and-**

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

DATED: May 16, 2012  
TERMINATION: July 31, 2017



Labor Relations Board, for the purpose of Collective Bargaining with respect to wages, benefits, hours of work and all other conditions of employment.

### **Section 2-2 Employees**

The term "employee", as used in this Agreement, shall apply to those employees of the Company at Plant #3 employed in classifications listed on Exhibit "A", **JOB CLASSIFICATION AND WAGE SCHEDULE**, which is attached hereto and is made part of this Agreement. Changes in job title or methods of pay or position included with the Bargaining Unit described above, shall not be made for the purposes of eliminating any of said positions from the Bargaining Unit. This shall not apply in cases of advancement of employees to supervisory and administrative positions not included within the Bargaining Unit.

### **Section 2-3 Local Management**

The term "Local Management" means the Personnel Department and his/her authorized representative at the plant covered by this Agreement.

### **Section 2-4 Local Union**

The term "Local Union" means the particular Local Union of the International Union at the Plant covered by this Agreement.

### **Section 2-5 Supervision**

Forepersons, Assistant Forepersons and other Supervisory or Administrative Personnel not included within the Bargaining Unit shall not be permitted to perform any work consistently performed by employees within the Bargaining Unit, except in cases of emergency or extenuating circumstances, such as; to instruct employees, to correct operating difficulties or to take the place of an absent employee until another Bargaining Unit employee can be secured. Furthermore, such Forepersons, Assistant Forepersons and other Supervisory or Administrative and Technical Personnel not included within the Bargaining Unit, may perform any operation in any department when such operation is used for the purpose of training employees who cannot be trained by employees in the Bargaining Unit, and such personnel may also perform any operation for experimental purposes providing the time, knowledge and conditions involved make it impracticable for a Bargaining Unit employee to perform the requirements of such work. The performance of such operations shall not deprive a Bargaining unit employee of his/her regular job or earnings. The Company shall not knowingly abuse this provision.

## **Section 2-6 Productivity Statement**

a. The Union recognizes the responsibility imposed upon it as the exclusive bargaining agent of the employees and realizes that in order to provide maximum opportunities for continuing employment, the Company must produce efficiently, safely and at the lowest possible cost consistent with fair labor standards. The Union, through its Local Committee and Plant Steward, will urge their members to cooperate in the attainment of these goals. Together the Company and the Union will investigate means to improve productivity and to enhance the Company's competitive position.

b. The Parties will form a Productivity and Job Security Committee consisting of two (2) members each from the Union and Company. This Committee will meet quarterly and will function as an advisory group to Plant Management. The purpose of this committee is to provide opportunity to employees to submit ideas and suggestions which may enhance Company operations and thus improve job security.

## **ARTICLE III**

## **MANAGEMENT**

The management of the plant including the rights to introduce new or improved production methods or facilities or production schedules, to assign or transfer employees, to carry on experimental work for the improvement of the Company's products or business, to establish reasonable rules and regulations, to balance the work and employees between shifts, to establish quality standards and to direct the working forces including the right to hire, suspend or discharge for just cause, promote, transfer and relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Company, provided however, that such rights shall not be used in a manner which may conflict with or violate any of the terms or provisions of this Agreement.

## **ARTICLE IV**

## **RESPONSIBILITIES OF THE PARTIES**

### **Section 4-1**

Each of the parties hereto acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement.

### **Section 4-2**

The Union (its officers and representatives of all levels) and all employees are bound to observe the provisions of this Agreement.

### **Section 4-3**

The Company (its officers and representatives of all levels) is bound to observe the provisions of this Agreement.

### **Section 4-4**

In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

- a. The Company and the Union shall, from time to time, keep each other advised as to the names of persons authorized to represent them. For a person to be recognized as an authorized representative of the Union or the Company, his/her right to represent must be made known by written notice to the other party.
- b. During the term of this Agreement, neither the United Steelworkers nor its Local Union No. 6996 shall, directly or indirectly, expressly or impliedly, authorize, sanction, foster or support a strike, work stoppage or slowdown.
- c. The Union agrees that it will not authorize or condone any strikes, slowdowns, sit-downs, or retarding of production in any manner and that the Union will, upon notice from the Company forthwith, exert its efforts to halt such action, and the Company agrees that there shall be no lockouts during the life of this Agreement.
- d. A conveniently located bulletin board shall be maintained for the use of the Union. Notices posted on such bulletin board shall pertain to Official Union business and shall be posted only by accredited Union officers or representatives after notification thereof to the Company of such intended posting. Statements derogatory to the Company and personnel, political notices, or personal notices will not be permitted.

## **ARTICLE V**

## **UNION MEMBERSHIP**

### **Section 5-1 Present Employees**

All present employees shall, as a condition of employment, thirty (30) calendar days after the date of this Agreement is signed, acquire and maintain membership in the Union in good standing for the duration of this Agreement.

### **Section 5-2 New Applicant and Old Employees**

The Company shall notify new applicants for work and old employees who return to work that the Union is the sole bargaining agency, and that membership in the Union in good standing is a condition of employment in the plant.

### **Section 5-3 New Employees**

All new employees shall, as a condition of employment, become members of the Union upon the expiration of their probationary period and thereafter maintain membership in the Union in good standing for the duration of this Agreement.

### **Section 5-4 Acceptance**

The Union agrees to accept all present employees and all new employees for membership.

### **Section 5-5 Good Standing**

The term "good standing," as used in this Agreement, shall mean that the member of the Union has tendered or paid the initiation fee and the periodic dues as are uniformly required by the Union as a condition of acquiring or retaining membership in it.

### **Section 5-6 Notification**

For the purpose of this Article, an employee shall not be deemed to have lost his/her membership in the Union in good standing until the International Secretary-Treasurer of the Union shall have determined that the membership of such employee in the Union is not in good standing and shall have given the plant involved a notice in writing of that fact.

## **ARTICLE VI**

## **CHECK-OFF**

### **Section 6-1 Check-Off**

1. The Company will check off monthly dues, initiation fees and general assessments levied by the Union in accordance with its Constitution and By-Laws, each as designated by the International Secretary-Treasurer of the Union, as membership dues in the Union, on the basis of individually signed voluntary check-off authorization cards in forms agreed to by the Company and the Union.

2. At the time of his/her employment, the Company will provide to each new employee for voluntarily execution an authorization card for the check-off of union dues in the form agreed upon, effective upon expiration of the probationary period. A copy of such authorization card for the check-off of Union dues shall be forwarded to the Financial Secretary of the Local Union along with the membership application of such

employee.

### **Section 6-2 New Authorization Cards**

New check-off authorization cards will be submitted to the Plant Management through the Financial Secretary of the Local Union at intervals no more frequent than once a month. On or before the last day of each month, the Local Union shall submit to the Company a summary list of cards transmitted in each month.

### **Section 6-3 Deductions**

Deductions on the basis of authorization cards submitted to the Company shall commence with respect to dues for the month in which the Company receives such authorization card or in which such card becomes effective, whichever is later. Dues for a given month shall be deducted from pay received in the succeeding month based on a calendar provided to the Union by the Company.

### **Section 6-4 Method of Deduction**

Unless the Company is otherwise notified, the only Union membership dues to be deducted for payment to the Union, from the pay of the employee who has furnished an authorization, shall be the monthly Union dues. The Company will deduct initiation fees and authorized general assessments when notified by notation of the lists referred to in Section 6-2 above, as designated by the International Secretary-Treasurer. With respect to check-off authorization cards submitted directly to the Company, the Company will deduct initiation fees unless specifically requested not to do so by the International Secretary-Treasurer of the Union after such check-off authorization cards have become effective. The International Secretary-Treasurer of the Union shall be provided with a list of those employees for whom initiation fees have been deducted under this paragraph.

### **Section 6-5 Insufficient Earnings**

In cases of earnings insufficient to cover deduction of dues, the dues shall be deducted from the next pay in which there are sufficient earnings, or a double deduction may be made from the second pay of the following month, provided, however, that the accumulation of dues shall be limited to two months. The International Secretary-Treasurer of the Union shall be provided with a list of those employees from whom double deduction has been made.

### **Section 6-6 Lists of Employees**

1. Once each month, the Company shall furnish the Local Union Financial Secretary with a list of all New Employees hired and all employees from whom

deductions have been made by the Company, together with a list of all employees who have, for any reason, been separated from the payroll. A copy of such lists shall, at the same time, be mailed by the Company to the address designated by the Union.

2. In accordance with prevailing practices in the plant, the Local Union will be notified of the reason for non-transmission of dues.

### **Section 6-7 Disputes**

If a dispute arises as to whether any employee was a member of the Union on any given date or has failed to maintain his/her membership in the Union in good standing in accordance with the terms hereof, such dispute shall be resolved in accordance with the grievance procedure as hereinafter set forth.

### **Section 6-8**

The provisions of this Article shall be effective, in accordance and consistent with applicable provisions of Federal Law.

### **Section 6-9**

The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason or action taken or not taken by the Company for the purpose of Article V and VI, or in reliance on any list, notice or assignment furnished under any such provisions.

## **ARTICLE VII**

## **WAGES AND HOURS**

### **Section 7-1 Continuation of Wage Rates**

The wage rates being paid at the time this Agreement is signed shall not be reduced except as may be provided elsewhere in this Agreement. The Company reserves the right to raise pay rates of any classification without raising the pay rates of other classifications.

### **Section 7-2 Reporting Pay**

1. Except in cases of equipment breakdown(s) or in circumstances where a lack of material exists which makes it impracticable for the Company to supply work, employees who report for work on their scheduled shift, unless notified not to report, shall be given eight (8) hours of work or eight (8) hours of pay, at their respective straight time hourly rates. In case of said breakdowns or lack of material

situations, the employee, unless notified not to report, shall receive four (4) hours of work, or four (4) hours of pay, at his/her straight time hourly rate. Pursuant to this provision, the Company shall have no obligation to pay employees who have no telephones in their residences, who do not provide the Company with their current telephone number, or who the Company is unable to contact if attempts are made to reach the employee two (2) hours prior to the start of his/her shift. A Union officer(s) or Steward shall be present when the telephone call(s) are made to the employee(s) home. When a Union officer, steward or other designated employees are not available, a bargaining unit employee may be present.

2. Where an employee is offered work which he/she is physically able to perform and he/she refuses to accept or perform such offered work, he/she shall then forfeit his/her reporting pay. Any employee offered such work will be provided with the proper clothing and special protective devices supplied by the Company for that job.

3. The above guarantee shall not apply in cases of strikes, work stoppages, outside power failure, fire, flood, riots, bomb scare(s) provided the appropriate authority is notified, or other civil disturbances, or other acts of God which are beyond the control of the Company and which make it impractical for the Company to supply work.

4. The Company shall have no obligation to provide the work or any guarantee of 7-2 (1) if an employee reports to work more than two (2) hours after his scheduled starting time, provided they have called the Company prior to the start of the shift to notify the Company of the late report. Employees who report to work more than one (1) hour late, without calling, shall be offered work at the Company's discretion.

5. Where it is impossible to schedule eight (8) hour shifts due to semi-annual time changes, employees shall not be entitled to guarantees set forth in 7-2(1), but instead shall be paid for hours actually worked.

### **Section 7-3 Emergency Call-In Pay**

In case an employee is called in for any emergency job or for work outside of his/her regularly scheduled work shift, the Company shall pay him/her Call-In Pay for a minimum of four (4) hours work; and such employee shall have the right to work and be paid for a total of eight (8) hours, but if he/she exercises this right, he/she shall be required to work during said period.

### **Section 7-4 Hourly Base Rates**

1. A schedule of hourly base rates of pay for each Job Classification together

with the Job Scale for each, is attached hereto and marked EXHIBIT "A" and made part of this Agreement.

2. Base rates for new or changed jobs will be the same as those for existing jobs of equal scope and responsibility.

3. Should it become necessary in the future to establish job scales higher than the top current job scale or should it become necessary to evaluate new or changed jobs, such evaluation will be done in accordance with a mutually agreed upon evaluation system. In the event the Union claims such evaluation is inaccurate, the disagreement shall be subject to the grievance procedure of this Agreement.

4. Should the parties be unable to agree upon an appropriate base rate for a classification job, the Company shall install a temporary rate and place an employee on the job for a period not to exceed thirty (30) days. If at the end of this time the job is not finalized, the Union will be notified and another and final thirty (30) day period will be established. It is understood that during this period, the Company will notify the Union of the progress of the job at regular Second Step grievance meetings, and when a proper base rate is established, such rate will be retroactive to the date the new or changed job was put in operation.

5. When a base rate for such new classification is installed, the Union may, at any time before, but not later than the expiration of said thirty (30) calendar day period, file a grievance alleging that such base rate does not bear a fair relationship to other jobs in the plant. Such grievances shall be adjusted under the grievance and arbitration machinery of this Agreement. If the grievance is submitted to an Arbitrator, his/her decision shall be retroactive to the date the employee was assigned to the classification.

#### **Section 7-5 Incentive Plan**

The parties agree that the Company has the unilateral right to install an incentive or bonus plan in the future. Such plan, should there be one, would be added to the Articles of Agreement as a Special Agreement.

#### **Section 7-6 Transfers**

1. The Company shall have the right to transfer employees from one job or operation to another.
2. If an employee is transferred to a higher rated job, said employee shall receive the higher rate for all hours worked on the higher rated job provided he/she performs the higher rated job for not less than one (1) hour in any given day.
3. If an employee is transferred to a lower rated job, said employee shall receive his/her rate of pay prior to the transfer.

## **Section 7-7 Shift Schedules and Differentials**

1. Shifts shall be identified in accordance with the following:
  - a. Day shift includes all turns regularly scheduled to commence between 5:00 a.m. and 9:00 a.m., inclusive.
  - b. Afternoon shift includes all turns regularly scheduled to commence between 1:00 p.m. and 5:00 p.m., inclusive.
  - c. Night shift includes all turns regularly scheduled to commence between 9:00 p.m. and 1:00 a.m.
2. For hours worked by an employee on the afternoon shift, there will be a paid premium rate of twenty-six cents (\$.26) per hour. For hours worked by an employee on the night shift, there shall be a premium rate of twenty-nine cents (\$.29) per hour.
3. For the purpose of applying shift differential specified in paragraph 2 of this Section, all hours worked by an employee during his/her workday shall be considered as worked on the shift on which he/she begins work, except that:
  - a. If an employee begins work at the start of the first shift and works throughout such shift and continues to work into the second shift, he/she shall be paid the second shift differential for all hours worked by him/her on the second shift.
  - b. If an employee begins work at the start of the second shift, he/she shall receive the second shift differential for all hours worked. But, if such an employee works a third shift, he/she shall be paid the third shift differential for all hours worked.
  - c. If an employee begins work at the start of the third shift and works any hours on the first shift, he/she shall receive the third shift differential for all hours worked on the first shift.
4. An employee who works a shift other than any one of the prevailing shifts shall be paid the second shift premium for all hours worked by him/her within the hours of the prevailing second shift, and the third shift differential for all hours worked by him/her within the hours of the prevailing third shift.
5. Shift Differential shall be paid for Call-In Time and Reporting Time when the hours for which payment is made would have called for a Shift Differential if worked. Shift Differentials shall be included in the calculation of Overtime Compensation.

## **Section 7-8 The Work Schedule**

1. The regular work day shall consist of eight (8) consecutive hours of work followed by sixteen (16) consecutive hours of rest, within a consecutive twenty-four (24)

hour period, beginning with the starting time of the shift worked by the employee. Nothing stated in this Section shall impair the Company's right to schedule days longer than eight (8) hours or weeks longer than five (5) days. Employees may be scheduled to work up to four (4) ten (10) hour work days within a work week at straight time. On such schedule, ten (10) consecutive hours of work will be followed by fourteen (14) consecutive hours of rest within a twenty-four (24) hour period beginning with the starting time of the shift worked by the employee.

2. If deemed necessary by the Company, the work schedule for the plant, or any operation in the Plant, may be expanded to a seven (7) day week operation with fixed or rotating shifts. In the event the Company desires to schedule employees on any job or operation on a seven (7) day basis, the following language shall apply and shall supersede any contractual language setting forth procedures for non seven (7) day operations.

a. The normal work day shall be eight (8) hours. The normal work week shall be forty (40) hours. The normal work pattern shall be five (5) consecutive work days beginning on the first day of any seven (7) day period.

b. The work week shall be seven (7) consecutive calendar days beginning with the day of work assigned to an employee or group of employees at the start of their work week.

c. The foregoing shall not impair the Company's right to schedule days longer than eight (8) hours or weeks longer than five (5) days.

d. Attempts will be made to determine schedules of work days and days off among crew members. If the crew cannot arrive at such schedules, seniority by crew governs day off choices.

e. During times when it is necessary for the Company to schedule employees for operations on a seven (7) day basis, such employees shall share the scheduled days of work and days of rest for which their Job Classification specifies and time and one-half shall be paid for the sixth consecutive day worked and the seventh consecutive day worked by the employee.

3. Changes in the regular weekly work schedule will be posted twenty-four (24) hours in advance, whenever possible.

4. Nothing contained herein, however, shall be construed as a guarantee of hours of work per day or per week or days of work per week except in the case of Call-in, Reporting or Breakdown pay.

5. In the event an employee is scheduled by the Company or is required by the Company to work twenty (20) connective days or more beginning on any Monday, he/she

shall be paid at the double time rate for work performed in the twentieth consecutive day worked and on every overtime worked thereafter until such employee is off either by schedule or report off. An overtime day eligible for double time payment is a day where all hours are paid at an overtime rate and is not a day during which an employee receives or is eligible to receive straight time. Furthermore, to be eligible for double time payment, an employee must actually work twenty (20) or more consecutive days as a result of a work schedule or Company directive and not as a result of volunteering for replacement for another employee or for any other voluntary situation.

6. Employees scheduled to work an eight (8) or ten (10) hour shift, shall be entitled to a thirty (30) minute lunch. Employees who work two (2) hours longer than their scheduled shift shall receive a ten (10) minute break.

7. Employees returning to work from sick leave must notify the Company by 1:00 P.M. Thursday prior to the week in which they intend to return. If the employee is released by his/her doctor on Thursday afternoon or Friday for return to work the following week, he/she should contact the Personnel office immediately. If someone else is already scheduled for his/her regular job, a reasonable attempt will be made to provide other work for him/her that week on his/her shift at his/her normal rate. If no work is available on his/her shift, such employee will be placed on another shift at his/her normal rate until the following week as per the language covering transfers.

8. Employees with hourly restrictions will be scheduled to most efficiently utilize their available time.

## **Section 7-9 Overtime Distribution**

### **1. (a) Scheduled Daily and Weekend Overtime**

When it is deemed necessary to work overtime, the employee on the shift where the overtime is needed shall work such overtime. Employees can find qualified replacements to work for them. For the purpose of this Agreement, scheduled overtime shall be overtime hours posted by 2:00 P.M. Thursday for the upcoming weekend (Saturday and/or Sunday) and for the following week (Monday through Friday) except for operations or jobs that are scheduled on a seven (7) day basis, whenever possible. For such seven (7) day schedules, the work schedule will be posted by 2:00 P.M. Thursday for the upcoming week, whenever possible.

### **(b) Non Scheduled Daily and Weekend Overtime**

Overtime work will be required by the Company when in its judgement such work is necessary. When the Company requests employees to work overtime, the Union agrees that any employee so requested shall work such overtime. Employees can find qualified replacements to work for them. When vacancies occur on an oncoming

shift, employees on the outgoing shifts, on a rotating basis, must stay on the job until they are relieved. The Company will endeavor to relieve a person who wants to leave under such circumstances as soon as possible. Under no circumstances will an employee be required to work more than sixteen (16) consecutive hours.

2. Overtime hours will be equalized as closely as practicable among employees by shifts.

3. If there is a dispute regarding which employee was the correct employee to work an overtime assignment and it is subsequently discovered that the proper employee was not scheduled, such matter will be brought to the attention of the Company and the employee involved will be offered the equivalent hours of work as promptly as practical.

4. Any work or job assignment shall not be considered as overtime unless, in the opinion of the Company, there are no employees available to perform such work on a straight time basis.

5. Employees having worked Overtime, Call-in-Time or any extra time, shall not be deprived of their right to work their full regularly scheduled shift because of having worked such hours outside their regular schedules unless the total hours worked exceed sixteen (16) during the twenty-four (24) hours before the start of their regular shift.

6. When an employee is asked to volunteer for overtime, the rate of the job will be paid.

#### **Section 7-10 Meals for Overtime Workers**

An employee who works twelve (12) or more consecutive unscheduled hours at the Company's request, shall be provided a meal allowance not to exceed five dollars (\$5.00) in cost between the eight and twelfth hours at work. Effective 8/1/14 said meal allowance shall be increased to six dollars (\$6.00).

#### **Section 7-11 Overtime and Premium Pay**

1. Time and one-half (1-1/2) shall be paid for hours worked over eight (8) in any work day (unless otherwise provided) or over forty (40) in any work week. An employee shall receive time and one-half (1-1/2) for his/her sixth (6th) consecutive day worked and his/her seventh (7th) consecutive day worked within his/her work week. Double time shall be paid for all hours worked in excess of twelve (12) within the twenty-four (24) hour period commencing with the time the employee begins work. Furthermore, all work performed on Sundays shall be paid at the time and one half as such provided an employee works all of his/her scheduled hours and required overtime hours during his/her workweek.

2. In situations where any employee reports for work on his/her five (5) regularly

scheduled days and is prevented from working his/her regularly scheduled hours on any of such days as a result of a management decision, he/she shall be paid time and one-half (1-1/2) for all such hours he/she works on his/her sixth (6th) or seventh (7th) consecutive day worked during that work week despite not having met the forty (40) hour requirement of this Article.

3. Employees who work on a job or operation scheduled on such a seven (7) day basis, shall receive time and one-quarter (1-1/4) for hours worked on Sunday if Sunday is one of their five (5) regularly scheduled days of work on said seven (7) day schedule, provided they work all of their other regularly scheduled hours during their work week.

4. If a schedule is posted with more than four (4) ten (10) hour days and such schedule is later reduced, employees shall be paid time and one-half (1-1/2) for all hours worked over eight (8) on any day on such reduced schedules.

5. Employees who request changes of shifts for their own convenience, or employees whose shifts are changed because of seniority provisions, work sharing or overtime procedures, shall not be entitled to overtime or premium pay as a direct result thereof.

6. Overtime and premium time shall be paid on the basis of the employee's average straight time hourly earnings, including shift differential, for the Overtime or Premium time hours worked that day, multiplied by the applicable Overtime or Premium rate.

7. In the event an employee is scheduled by the Company or is required by the Company to work twenty (20) consecutive days or more beginning on any Monday, he/she shall be paid at the double time rate for work performed in the twentieth consecutive day worked and on every overtime day worked thereafter until such employee is off either by schedule or report off. Furthermore, to be eligible for double time payment, an employee must actually work twenty (20) or more consecutive days as a result of a work schedule or Company directive and not as a result of volunteering for replacement for another employee or any other voluntary situation.

8. When two or more types of Overtime and/or Premium compensation are applicable to the same hours worked, only the higher one shall be paid. In no case will Overtime and/or Premium compensation be duplicated or pyramided.

9. Time spent on Union business shall be counted when calculating overtime pay.

## ARTICLE VIII

## HOLIDAYS

### **Section 8-1 Stated Holidays**

The following days shall be stated Holidays:

**NEW YEAR'S DAY  
PRESIDENT'S DAY**

**LABOR DAY  
THANKSGIVING DAY**

**GOOD FRIDAY  
MEMORIAL DAY  
INDEPENDENCE DAY**

**DAY AFTER THANKSGIVING  
CHRISTMAS DAY  
EMPLOYEE'S BIRTHDAY\***

\* With 30 days notification and Company approval, the employee may elect to take the Monday preceding or the Friday following his/her birthday as his/her holiday.

**Section 8-2            Holiday on Saturday or Sunday**

In the event one of the above holidays falls on a Saturday, the preceding Friday shall be observed as the holiday for the purposes of this Agreement. In the event one of the above holidays falls on a Sunday, the following Monday shall be observed as the holiday for the purposes of this Agreement.

**Section 8-3            Basis of Payment**

1. Work performed on any of the above Holidays shall be paid for at double time the straight time hourly base rate.

2. When said holidays are not worked, eight (8) hours of pay at their respective straight time hourly base rates shall be paid to all employees who have completed the probationary period except that holiday pay shall not be paid to:

- a. Employees who have been laid off because of lack of work for a period of more than forty-five (45) calendar days immediately prior to the holiday for which payment is due.
- b. Employees who are on sick leave or not actively at work as a result of a work related compensable injury for a period in excess of six (6) calendar months preceding such holidays.
- c. Employees who are on leave of absence in excess of forty-five (45) calendar days.
- d. Employees who fail to work all scheduled hours on their last scheduled work day before and the first scheduled work day after the holiday. This penalty will not be imposed upon employees who fail to meet this requirement as a result of leaving work early due to lack of work, are absent after receiving pre-approval from their supervisor, or who are called and told not to report to work immediately prior to the last scheduled work day before or the first scheduled work day after the holiday.

3. Eligible employees shall receive, just prior to each Christmas Day, an extra payment of eight (8) hours pay at their respective straight time hourly base rate, the base rate effective upon the last job change on the employee's Personnel Record Card. Eligibility for this extra payment shall be based upon the completion of the probationary

period prior to December 1 of the applicable year. Exclusions from holiday pay in this Section 8-3 as listed above, will apply to this extra payment with December 1 as the applicable date of reference rather than the holiday.

4. Holidays not worked shall be paid at ten (10) hours per day for those employees who are scheduled to work ten (10) hours per day on shifts who are otherwise scheduled less than forty (40) hours in the holiday week.

**Section 8-4            Holiday-Vacation Period**

When a Holiday occurs during an eligible employee's scheduled vacation, he/she shall be paid for the unworked holiday in addition to any vacation pay due to such employee.

**Section 8-5            Holiday Operation**

1. Employees who will be required to work on any holidays will be notified as far in advance of the holidays as possible, but there shall be no obligation on the part of the Company to limit the scope of its operation on any holidays.

2. Employees who work on any holiday shall receive holiday pay as specified in Section 8-3, Paragraph 2, above in addition to the premium pay specified in Section 8-3, Paragraph 1, above.

3. The Company reserves the right to schedule employees to work on a holiday at straight time pay if fifty-one percent (51%) of the employees on the affected shift agree to work such schedule. In such circumstances, a different day during the week will be observed as the holiday for the affected employees.

**ARTICLE IX**

**VACATIONS**

**Section 9-1    Eligibility**

1. To be eligible for a paid vacation in any calendar year during the term of this Agreement, an employee shall have had one year or more of continuous service as of December 31, of that calendar year.

2. Each employee who has worked at least twenty-six (26) of the fifty-two (52) pay periods occurring during the twelve (12) months preceding October 1 of the calendar year shall be eligible to receive full vacation pay and full vacation allowances.

3. Each employee who is eligible for a paid vacation in accordance with Paragraph 1 above, but who has worked less than twenty-six (26) of the fifty-two (52) pay periods occurring during the twelve (12) months preceding October 1 of the calendar year shall be eligible for a partial vacation pay as specified in Section 9-5 hereof. This partial pay provision does not apply to any employee whose employment terminates prior to

completing eligibility for full vacation pay.

### **Section 9-2 Length of Vacation**

1. An eligible employee who has attained the years of continuous service shown in the following table by December 31 of a calendar year, during the term of this Agreement, shall receive a paid vacation corresponding to such years of continuous services as specified in the following table.

<u>Continuous Service</u> <u>(Years)</u>	<u>Effective Vacation</u> <u>With Pay</u>
1, but less than 3	1 Week Vacation
3, but less than 10	2 Weeks Vacation
10, but less than 15	3 Weeks Vacation
15, but less than 17	3 Weeks Vacation* (3-1/2 Weeks Pay)
17, but less than 22	4 Weeks Vacation*
22, and over	5 Weeks Vacation*

(\* For the 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> week, the employee will have the option to receive pay in lieu of vacation.)

2. Employees working in Plant #3 who were hired as active employees from Cambridge-Lee's (Plants #1 , #2 and #4) shall have this past service with said divisions honored when determining their vacation entitlement pursuant to the schedule set forth in paragraph 9-2(1).

### **Section 9-3 Vacation Week**

One (1) week of vacation shall consist of seven (7) consecutive calendar days away from work, two (2) weeks vacation shall consist of fourteen (14) consecutive calendar days away from work, and three (3) weeks of vacation shall consist of twenty-one (21) consecutive calendar days away from work, and four (4) weeks of vacation shall consist of twenty-eight (28) consecutive calendar days from work. However, to the extent required to maintain orderly operations of the plant, the Company may schedule a two (2) week vacation in two periods of seven (7) consecutive calendar days each, and a three (3) week vacation in one (1) period of seven (7) and fourteen (14) consecutive calendar days, or with the consent of the employee, in three (3) periods of seven (7) consecutive calendar days each. Similar combinations off weeks of may be arranged for employees entitled to four (4) weeks of vacation. Vacation weeks run Monday through Sunday, unless otherwise approved. Such approval shall not be unreasonably withheld.

### **Section 9-4 Scheduling of Vacation**

1. Promptly after March 1 of each calendar year, each eligible employee shall be requested to specify the vacation period he/she desires. Vacations will, so far as practicable, be granted at times most desired by employees with plant seniority, employees being given preference as to choice. The final right to allot vacation periods and to change such allotments is exclusively reserved by the Company in order to assure the orderly operation of the plant.

2. Vacations shall be scheduled between January 1 and December 31 of each calendar year. Vacations shall not be cumulative from year to year.

3. In the alternative, the Company may schedule a vacation shutdown. Notice of such alternate plan will be posted prior to April 1 of any year. Once the period has been designated it may be changed only by mutual agreement of the Company and the Local Union. Individual employees may be scheduled to work during the shutdown period and have their individual vacation scheduled at another period even though such changes are announced after the shutdown date is established.

#### **Section 9-5                    Vacation Pay**

1. Each employee eligible for full vacation pay and full vacation allowances shall be paid at the rate of the job he/she owns by bid or bump (whichever is higher) at the time he/she takes vacation for each week of vacation entitlement. If an individual does not hold a classification by bid or bump he/she shall receive vacation pay based upon the utility persons pay rate. Employees entitled to a full vacation shall receive a minimum of forty (40) hours pay per week of entitlement or weekly vacation pay, whichever is greater, based upon the average hours they worked per week over the prior calendar year without limitation.

2. Each employee who is eligible for a partial vacation pay as specified in Section 9-1, Paragraph 3, hereof, shall be paid in the following manner.

(a) If his/her length of continuous service as of December 31 entitles him/her to one (1) week of vacation, he/she shall receive two percent (2%) of his/her total straight time earnings for the fifty-two (52) pay periods of the prior calendar year.

(b) If his/her length of continuous service as of December 31 entitles him/her to two (2) weeks of vacation, he/she shall receive four (4%) percent of his/her total straight time earnings for the fifty-two (52) pay periods of the prior calendar year.

(c) If his/her length of continuous service as of December 31 entitles him/her to three (3) weeks of vacation, he/she shall receive six (6%) percent of his/her total straight time earnings for the fifty-two (52) pay periods of the

prior calendar year.

3. Vacation pay shall be paid to an eligible employee on the pay day immediately preceding his/her scheduled vacation period. Regular deductions shall be taken from vacation pay advances received.

#### **Section 9-6 Time Worked**

1. For purposes of determining eligibility for vacations under Section 9-1, Paragraphs 2 and 3 above, the following shall be considered as time worked:

An employee who enlists or is called by the U.S. Government for War or National Defense Service, shall receive vacation pay in the year in which he/she has entered and in the year in which he/she would otherwise have been qualified had he/she not entered such service.

2. For purposes of determining eligibility for vacations under Section 9-1, Paragraphs 2 and 3 above, the following shall not be considered as time worked:

- (a) Time lost due to layoff.
- (b) Time lost due to leave of absence.
- (c) Time lost due to illness or injury.
- (d) Time lost for personal reasons.

#### **Section 9-7 Vacation Pay Advances**

In the event that an eligible employee shall not have taken his/her vacation nor been paid vacation pay in lieu thereof and he/she shall be absent from work for an entire payroll period or longer, at any time after April 1st due to:

- (a) Reduction of working forces, and
- (b) Sickness or injury where the employee furnished the Company with a doctor's certificate, or
- (c) Leaves of absence granted under Article XVIII, such employee may elect to designate such period of absence as his/her vacation period, or portion thereof, in terms of full weeks, depending on the duration of his/her absence and the amount of vacation to which he/she is entitled. On written notification to the Company, (during such absences or not later than two (2) weeks after returning to work) the Company will pay such employee the amount of vacation pay to which the employee is entitled, as promptly as possible, provided the employee agrees, in writing, that he/she receives vacation pay. This shall not be construed as a guarantee of work for such employee during a plant vacation shutdown.

#### **Section 9-8 Forfeiture Vacation Pay**

Employees having met the foregoing requirement shall not be deprived of their vacation pay for any reason whatsoever. Employees who have not met the foregoing requirements shall not be entitled to any vacation benefits.

## **ARTICLE X                    JURY SERVICE AND BEREAVEMENT PAY**

### **Section 10-1**

(a) An employee who is called for jury service shall be excused from work for the days on which he/she serves and he/she shall receive, for each day of jury service on which he/she otherwise would have worked, the difference between eight (8) hours of pay at his/her average straight time hourly rate and the payment he/she receives for jury service. The employee will present proof of service and of the amount of pay received therefore. The employee will notify the Company of the time and place he/she is to serve by exhibiting the subpoena or other Court Order to the Company immediately upon receipt of same.

(b) Payments for jury service to any one (1) employee shall be limited to a total of fifteen (15) working days or the scheduled straight time hours lost during a single jury service if such service is in excess of fifteen (15) working days during the term of this Agreement.

### **Section 10-2**

(a) In the event of death of a mother, father step-mother, step-father, step-daughter, step-son, brother, sister, husband, wife, son, daughter, mother-in-law, father-in-law, grandmother or grandfather of an employee, or grandchildren of an employee, he/she shall, upon request, be entitled to a maximum of three (3) days off with pay while attending services. Employees are not to be granted Bereavement leave for both a natural parent and a step-parent. Employees will also be entitled to bereavement pay in the event of the death of a relative listed in this Article if such deceased relative is cremated.

(b) It is understood that payment for such days will be limited to a maximum of twenty-four (24) hours (or thirty (30) hours for employees scheduled on ten (10) hour shifts who are otherwise scheduled to work less than forty (40) hours in such week) of actual straight time pay lost from normally scheduled work on the three (3) days beginning with the day of death, the day following death and the day of the interment, or the day following death, the next day and the day of interment. In order to be eligible to receive such pay, the employee must have completed his/her probationary period and be on the active payroll at the time of death of any of the above.

## ARTICLE XI

## SENIORITY

### **Section 11-1            Definition of Seniority**

Seniority is defined as the length of continuous service with the Company (Plant #3) beginning with the date on which an employee was hired, and since which date there has been no break in service. Such service shall be herein referred to as "Plant Seniority".

### **Section 11-2            New Employees**

1. Newly hired employees shall be required to serve a probationary period of sixty (60) working days which may be extended another thirty (30) working days by mutual agreement between the Union and the Company, during which period they may be laid off or discharged as exclusively determined by the Company, who shall be the sole judge of their ability and fitness for continued employment. There shall be no responsibility for re-employment of such new employees, if they are laid off or discharged during that probationary period, provided that this provision shall not be used for purposes of discrimination.

2. After completing the said probationary period, their Plant Seniority shall date from the first date worked.

3. Employees who, after completion of their Probationary Period, are terminated by reason of layoffs, quits or discharges, and are subsequently rehired, will be required to serve a second Probationary Period for determination of their ability and fitness. They shall be entitled to receive the full hourly base rate for the job to which they were hired at the time they begin work on such job provided they are rehired within ninety (90) days of termination. However, their seniority will date from their most recent date of hire.

4. All new employees hired through a temporary employment agency shall be considered probationary employees and covered by Sections 11-2 (1), (2) and (3) outlined above with the following modifications:

- a. The probationary period for said new employees shall begin upon completion of their employment agency contract, which shall not be longer than four hundred (400) hours worked.
- b. Said employees shall not operate equipment such as, but not limited to, cranes, mobile equipment, machinery, etc., unless they have received the necessary safety orientation or proper training. The Union shall receive notice of said training.
- c. Such employee shall not work any overtime unless all bargaining unit members have first been offered overtime.
- d. Such employees shall receive their pay and benefits pursuant to the terms and conditions set forth by the employment agency.

5. All newly hired probationary employees, as defined above, shall first be laid-off prior to any regular employee being required to work short week(s) or is themselves laid-off, whenever possible.

6. No newly hired probationary employees, as defined above, shall be offered or required to work any overtime unless all regular employees possessing the necessary skills were asked to work said overtime, whenever possible.

### **Section 11-3 Loss of Seniority and Service**

All seniority and continuous service shall be terminated for the following reasons:

- (a) Dismissal for just cause.
- (b) Voluntary quitting.
- (c) Absence for any reasons whatsoever, (i.e. layoff, disability, etc.) for a period exceeding one (1) year.
- (d) When an employee is absent, except in the case of layoff for three (3) working days, without notifying the Company, unless he/she furnishes to the Personnel Department an adequate reason for failure to return within three (3) working days from date last reported.
- (e) Failure of an employee after layoff within five (5) working days after mailing date of registered or certified letter to his/her last known address notifying him/her of recall.
- (f) Absence in excess of leave.
- (g) Retirement, except as provided in Pension Plan.

### **Section 11-4 Promotions Out of Bargaining Unit**

Employees promoted to positions outside of the Bargaining Unit from a job within the Bargaining Unit shall retain and accumulate seniority for a period of three (3) months immediately following the date of said promotion provided, however, that such promoted employees have held a job or jobs within the Bargaining Unit for a period of at least six (6) months prior to their promotion to such non-Bargaining Unit position. At the end of the above mentioned three (3) month period, the employee shall cease to accumulate or retain their seniority. When they are no longer employed in such non-Bargaining Unit position, they shall have no seniority claim to a Bargaining Unit job.

### **Section 11-5 Shift Assignment**

In the event a vacancy occurs on any shift, employees on the other shifts shall have the right to exercise their option to move to the shift where the vacancy exists. Notice of such vacancy will be posted for a period of three (3) working days, during which time employees may sign the bid sheet thereby indicating their desire to change shifts. The bid

will be awarded to the employee with the most plant seniority, provided that he/she has skill and ability to perform the job equal to that of any junior bidder. An employee will thereafter be moved to his/her new shift when his/her replacement has been trained.

#### **Section 11-6 Layoffs and Recalls from Layoff**

1. When reducing working forces or when production cutbacks affect availability of work, thereby necessitating a layoff, the most junior employee(s) in the job classification(s) affected shall be first laid off. However, such employees shall have the right to bump junior employees in the plant provided they have the skill and ability to do the available work without any trial period after receiving basic fundamental information.

2. When it is determined that a layoff will exceed two (2) days, the Company will, give forty-eight (48) hours notice to the Union and the employees to be affected if practicable.

3. When it is determined by the Company that employees shall be recalled from layoff, the last employee laid off shall be the first employee to be recalled provided he/she has the skill and ability to do the available work immediately after receiving basic, fundamental information. An employee will be given notice of recall from layoff by registered mail at his/her last known address and, thereafter, must return to work within five (5) working days of receiving said recall notice.

4. On layoffs or recalls, a Shop Steward will be called into the office to discuss the proper employees for layoff or recall.

5. In cases of layoffs and recalls from layoff, the Company shall make every effort to avoid layoff or recall during the period in the work week when such action will not afford the employee work for at least thirty-two (32) hours during the week.

6. Temporary layoffs, defined as layoffs of three (3) working days or less, shall not entitle affected employees to the bumping procedure outlined in Section 11-6(1). In such temporary layoff situation, layoff should be by shift, by seniority, provided senior employees have the skill and ability to do the available work.

#### **Section 11-7 Job Vacancies and Job Bidding**

1. When job vacancies occur, a notice shall be posted by the Company on the bulletin board immediately announcing such vacancy for a period of three (3) working days. Such notice shall contain the job title, the rate of pay, shift and approximately when the job will be available.

2. Any employee in the plant shall be allowed to bid for any posted position. Job bids will be awarded on the basis of plant seniority provided the senior bidder has the skill and ability to perform the job equal to that of junior bidders.

3. An employee will not be allowed to bid for a vacancy for three (3) months pursuant to the provisions of this Article from the date he/she was awarded a new

position as a result of the bidding procedure if the job he/she was originally awarded was a job that carried a "Scale 6-7" rate, pursuant to the wage schedule attached to this Agreement. Similarly, an employee awarded a "Scale 4-5" job, will be prevented from bidding for another position for six (6) months and an employee awarded a "Scale 1-2-3" job will be prevented from bidding for another position for nine (9) months. However, if an employees shift on which he/she owns a job by bid is shutdown for three (3) months, he/she shall be released from the bidding restrictions set forth above. If such affected employee(s) then bids for another job, he/she retains first right to return to that original position if the shift is resumed. The Union and Company recognize that if the shift is later resumed and job owners have bid elsewhere and do not desire to return to their original positions, the Company reserves the right to staff the resumed shift by placing skilled employees on available jobs until trained employees are available for the shift.

4. The Company reserves the right to disqualify an employee who has been awarded a job as a result of the bidding procedure for unsatisfactory job performance for the first sixty (60) days an employee is on the new job.

5. Employees awarded a job as a result of the bidding procedure shall receive the rate of the job he/she was awarded when he/she begins to perform such job. However, employees who are awarded a job as per the bidding procedure shall be placed on the job or receive the rate of the job in no more than fourteen (14) days.

#### **Section 11-8            Miscellaneous**

1. Up-to-date Seniority Lists indicating Plant Seniority dates and Job Classifications shall be furnished to the Union upon request. The Company shall notify the union within twenty-four (24) hours of all hires, layoffs, suspensions and discharges.

2. In situations involving layoffs, if the plant Seniority of the employees involved is equal, family status shall determine who among the employees involved is most senior. If family status is equal, the employees involved shall draw lots to determine who is most senior.

3. Work normally performed by employees in the Bargaining Unit shall not be done by others, either inside or outside the plant when there are employees within the plant available and competent to do such work. The Company reserves the right to contract such work to be done by an outside source when the inauguration or continuation of such work becomes economically or practically not feasible, providing that no Bargaining Unit employees shall be deprived of his/her normal work week as a result thereof.

### **ARTICLE XII**

### **SUSPENSION AND DISCHARGE CASES**

#### **Section 12-1**

In the exercise of its rights as set forth in Article III, the Company agrees that an employee shall not be peremptorily discharged from and after the date hereof, but that in all instances in which the Company may conclude that an employee's conduct may justify discharge, he/she shall be first suspended. Such initial suspension shall be for not more than ten (10) working days. During this period of initial suspension, the Union may request a hearing in Step Three, and a statement of offense. After such hearing, the Company will decide whether the suspension will stand, be extended, revoked or converted into a discharge. If no such hearing is requested within the said five (5) day period, the suspension or subsequent discharge shall be deemed proper.

#### **Section 12-2**

If the suspension or discharge is revoked by the Company, the employee shall be returned to his/her job and receive such compensation as may be agreed upon between the parties for the work hours lost.

#### **Section 12-3**

In the event a decision results in either confirmation or extension of the suspension or discharge of the employee, or if no agreement is reached on compensation for time lost in the event of revocation of the suspension or discharge, the Union may present, within ten (10) working days from the date of receipt of the Company's decision, in writing, a grievance which shall be handled in accordance with the grievance procedure of this Agreement under Step Four. If no such grievance is presented within the said ten (10) day period, the decision of the Company shall be deemed proper and the case closed.

#### **Section 12-4**

The Company shall advise the Union and the employee in writing of all suspension and discharges within the forty-eight (48) hours immediately following occurrence.

#### **Section 12-5**

The Union recognizes the rights of the Company to establish and maintain Shop Rules and Safety Rules to amend the same, and to establish additional Shop Rules and Safety Rules and methods for handling violations. The Union shall have the right to question the reasonableness of Rules and its applicability to a particular grievance.

In the event the employee or the Union feels that he/she has been unjustly warned or penalized, a grievance may be filed by the Union as a Step Two case as provided under the grievance procedure.

In the event that the Union does not file a grievance within three (3) working days after the end of the shift on which the warning or penalty shall be considered to be final and binding

and the notice shall be conclusive and deemed binding on the employee as a violation.

### **Section 12-6**

In the event the Company decides to suspend an employees, said time off shall be served within two (2) weeks of the occurrence of the incident that led to the decision.

## **ARTICLE XIII**

## **ADJUSTMENT OF GRIEVANCE**

### **Section 13-1**

Grievances considered within the scope of this Agreement shall consist only of those disputes involving the meaning or application of or compliance with this Agreement.

### **Section 13-2**

The procedure under this Article is available to the International Union and the Company for the presentation and settlement of grievances arising under the terms of this Agreement. Such cases shall be presented under Step Three of the Grievance Procedure.

### **Section 13-3**

Should differences arise between the Company and the Union, as to the interpretation, or application of, or compliance with, the provisions of this Agreement, or as to any questions relating to the wages, hours of work, or conditions of employment, or any changes therein, of any employee arising under the terms of this Agreement, there shall be no interruptions or impeding of work, work stoppages, strikes, or lockouts on account of such differences, but an earnest effort shall be made to settle the matter promptly and in accordance with the following procedure, except as specific procedures for the handling of specific subjects are provided elsewhere in this Agreement.

### **STEP ONE:**

The first step in solving a grievance problem is for the aggrieved and the Shop Steward, to take the matter up with the Foreperson of the Department. The Foreperson shall be given three (3) twenty-four (24) hour work days in which to render his/her decision on the grievance to the Shop Steward. If the matter is not satisfactorily settled, it shall be reduced to writing and referred to Step Two.

### **STEP TWO:**

1. Appeals to Step Two must be made not later than five (5) working days

from the date of the Foreperson's answer on Step One.

2. If the Foreperson's answer is not satisfactory to the Union, the grievance shall be presented by the Grievance Committee to a representative of the Company who has authority to make decisions final and binding upon the Company in Step Two. The decision of the Company's representative in this Step shall be noted on the written grievance form and shall be furnished to the Chairperson of the Grievance Committee within three (3) working days from the date of the meeting in which the grievance is heard in Step Two.

### **STEP THREE:**

1. If the Company's answer on Step Two is not satisfactory to the Union, the grievance may be appealed to Step Three and must be made in writing not later than five (5) working days from the date of the Company's decision in Step Two.

2. A meeting between the Company and the Union in Step Three to discuss the grievance shall be held at which the Shop Steward, Union International Representative and the Plant Manager (or his/her designated representative) may be present. The individual may be invited to attend this meeting for the sole purpose of discussing his/her grievance. The Company shall not be responsible for paying any wages to the individual for time spent in the meeting.

3. The Company's written decision in this Step shall be furnished to the International Representative within five (5) working days after said meeting. If no such meeting is held, the Company shall render its decision within ten (10) working days after the Union has appealed the grievance to Step Three.

4. If the matter is not satisfactorily settled in Step Three, it may be referred to Step Four - Arbitration, but, in no event later than fifteen (15) working days after the Company's decision has been rendered in Step Three.

### **STEP FOUR:**

1. Any differences, disputes, claims, or grievance cases arising out of, or relating to this Agreement which have not been satisfactorily settled in accordance with the foregoing procedure, may be submitted by either party to Arbitration under the Voluntary Labor Arbitration Rules then pertaining to the American Arbitration Association. However, the parties agree that no more than two (2) issues, one (1) if it is a discharge case, may be submitted per arbitration request. The parties agree to abide by the award subject to such regulations as any Federal Agency having jurisdiction may impose. The parties further agree that there shall be no suspension of work when such disputes arise and while it is in process of adjustment or Arbitration.

2. The salaries and expenses incident to the services of an Arbitrator shall be

paid jointly and equally by the parties.

3. The Arbitrator shall have only jurisdiction and authority to interpret, apply or determine compliance with the provisions contained in this Agreement or any written amendment thereto.

4. The Arbitrator shall not have jurisdiction or authority to add to, detract from, or alter in any way, the provisions contained in this Agreement or any written amendment thereto.

5. The decision of an Arbitrator on any matter which shall have been submitted in accordance with the provisions of this Agreement shall be final and binding upon the Company and the Union, and shall be subject to the Pennsylvania Arbitration Act of 1927, and may be enforced in any court of competent jurisdiction.

6. When Awards are made on any matter submitted, the party against whom the Award is made shall furnish to the other party, proof of its compliance within fifteen (15) days after the Award has been unless an extension of time has been agreed upon.

7. Except as otherwise provided in this Agreement, an Arbitrator's Award in respect to any grievance shall in no case be made retroactive to a date prior to the effective date of this Agreement.

#### **Section 13-4**

Except as otherwise provided in this Agreement, grievances shall not be presented or considered under the procedure for adjustment of grievances as provided in this Article unless such grievances shall have been presented to the Company within fifteen (15) calendar days of their occurrence.

#### **Section 13-5**

When a grievance is adjusted under any one of the above Steps, the grievance shall be considered settled and so noted on a report signed by the parties and their representatives. Failure to appeal in the stipulated time from Steps One, Two, or Three shall automatically move the grievance to the next Step.

There shall be no extension of time for appeals in Step Two, Three or Four of Section 13-3 herein unless mutually agree upon in writing by the Company and the Union.

#### **Section 13-6**

In no event shall the Company attempt to settle any dispute or grievance directly with the employee involved if the first or subsequent steps stipulated above have not resulted on a settlement satisfactory to the Union.

**Section 13-7**

If the Company fails to reply to a grievance in the time stipulated, the grievance shall automatically go to the next Step.

**Section 13-8**

The Company shall not be required to pay more than one (1) Shop Steward for time lost from work to attend a Step Two meeting or Step Three meeting.

**Section 13-9**

The Company agrees to permit the Shop Steward and Representatives of the International Union to have access to the Plant for the purpose of investigating grievances.

**Section 13-10**

Where a grievance involves three (3) or more persons, the matter may be presented, in writing, in Step Two.

**Section 13-11**

It is agreed that any Union Representative, before leaving his/her job to investigate or process grievances, shall report to his/her immediate supervisor and notify him/her where he/she is going. Prior to entering another department such representative shall report his/her presence to the supervisor concerned and state his/her business. Upon completion he/she shall report out and return to his/her job, so notifying his/her immediate supervisor.

**ARTICLE XIV**

**SAFETY AND HEALTH**

**Section 14-1**

The Company shall make reasonable provisions for the safety and health of its employees at the plant during their hours of employment. The Union agrees it will cooperate with the Company in trying to eliminate accidents and other safety and/or health hazards. In that regard the Company agrees to form a joint Union/Company Safety Committee consisting of a Company Representative and two (2) Union representatives. Furthermore, the Company agrees to pay one half of the lost wages for Safety Committee members attending training sessions. The Company maximum payment per year shall be three (3) days.

## **Section 14-2**

1. The special protective devices, such as goggles, gloves, clothing for acid, rubber shoes for acid, and other articles equally necessary and required by the Company to properly safeguard the health of employees and protect employees from injury, shall be provided by the Company without cost to the employees. Such devices, articles or equipment must be used by all employees working in areas or on specific jobs as designated or required by the Company.

2. (a) Employees will be provided a voucher each year of the labor agreement authorizing them to purchase a pair of safety shoes at a pre-determined vendor provided they present a need for the new shoes.

(b) Employees shall receive an allowance of up to \$100.00 every two (2) years for Prescription Safety Glasses. Furthermore, the Company agrees to pay for the cost of replacement of prescription safety glasses destroyed during the course of work provide proper notification is given to the Company.

(c) Effective 1/1/10 or earlier, skilled trades/maintenance employees will be provided uniforms by the Company, including the cleaning of same. Employees who are provided with "Greens" will have said uniform cleaned.

## **Section 14-3**

Where equipment or tools are issued to employees at the Company's expense, this equipment will be charged to the employees unless they return worn out equipment prior to the issuance of new equipment.

## **Section 14-4**

No employee shall be required to perform any work which is detrimental to his/her health, or which may cause injury to himself/herself or other employees.

## **Section 14-5**

1. When employees are injured during their working hours and are hospitalized or sent home by order of the doctor or nurse, they shall be paid for the balance of their full shift at their base hourly rate plus shift differential, if applicable.

2. When an employee is injured during workings hours to such an extent that hospital treatment is required, a joint Company/Union investigation will be conducted within a reasonable time.

#### **Section 14-6**

Whenever available, semi-private rooms shall be provided for employees hospitalized through industrial accidents or disease at the hospital of the Company's choice. If subsequently, the employee's doctor requires the employee to transfer to another hospital, the provisions of this section will continue to apply.

### **ARTICLE XV**

### **MILITARY SERVICE**

#### **Section 15-1**

The Company will abide by existing governmental laws governing leaves of absence for military service.

#### **Section 15-2**

The Company will abide by existing governmental laws governing the reemployment of employees returning from Military Service.

### **ARTICLE XVI**

### **GROUP INSURANCE PLAN**

#### **Section 16-1**

The Insurance and Hospitalization Plan jointly agreed upon between the parties is attached hereto as Exhibit "B" and made a part of this Agreement.

### **ARTICLE XVII**

### **PENSION PLAN**

The Company and the Union agree to establish a new pension plan effective May 15, 1984 as modified in the 1996 Plan Amendment. The plan will be based upon a funding formula of one dollar and fifteen cents (\$1.15) per hour for up to forty (40) straight time hours per week per employee. Employees in the plan must serve a one (1) year period prior to being eligible for enrollment in the Plan. Effective August 1, 2014, the funding formula shall be increased to one dollar and twenty cents (\$1.20) per hour for up to forty (40) straight time hours per week per employee. Effective August 1, 2016, the funding formula shall be increased to one dollar and twenty-five cents (\$1.25) per hour for up to forty (40) straight time hours per week per employee.

All new employees hired after the ratification shall be subject to a five (5) year vesting period. The first year will still be at no contribution, but shall nevertheless count toward the five (5) year period. In addition, absence for layoff, sickness or accident

and/or leave of absence (service as defined by the contract) shall count toward the five year period. The forfeited accounts shall be combined into one (1) account with the Union to receive statements for said account. The money in said account shall be used to offset the participating employees yearly costs.

## **ARTICLE XVIII**

## **LEAVES OF ABSENCE**

### **Section 18-1**

Any member of the Union who is an employee of the Company shall be given, upon request of the International Union, a leave of absence, not to exceed two (2) years for the purpose of accepting an assignment with the Union with the provision that such shall not constitute a break in the employee's record of continuous service, and further provided that not more than one (1) employee is absent for such purpose at any one time.

### **Section 18-2**

Leaves of absence for good and sufficient cause may be granted to employees for periods not to exceed thirty (30) calendar days. Such request shall be submitted in writing in advance thereof. If an employee accepts other employment while on such leave, he/she shall be deemed to have voluntarily quit.

### **Section 18-3**

Leaves of absence may be granted for the purpose of accepting an elected public political office for a period of one term subject to extension by mutual agreement.

### **Section 18-4 Family and Medical Leave Act**

Under the Family and Medical Leave Act of 1993 ("FMLA"), all employees who have been employed for at least twelve (12) months and have worked a minimum of 1,250 hours during the past twelve (12) months, are entitled to an unpaid leave of absence of up to twelve (12) weeks for the following reasons:

1. Birth, placement for adoption or foster care of a child; (leave must be taken before the end of the first 12 months following the date of birth or placement);
2. Serious health condition of a spouse, child or parent of the employee, (i.e. inpatient care, continuing treatment by a health care provider, etc. as defined by the Act and its Regulations); or
3. Employees own serious health condition.

Before taking any unpaid leave, an employee must use any accrued sick days, personal days and vacation he/she has available. His/her total leave however, paid and unpaid, cannot exceed the limits set forth in the collective bargaining agreement with the Union.

If an employee and his/her spouse both work for Cambridge-Lee Industries, Inc., the combined total amount of leave they both can take is twelve (12) weeks for the birth or adoption of a child or to care for a sick family member.

An employee must notify the Personnel Department at least thirty (30) days in advance of the date his/her leave is to begin. Such advance notice is not required in cases of medical emergency or other unforeseen events. In the event of an unforeseen situation (i.e. medical emergency), documentation pertaining to said situation will be required no later than seven days (7) after the incident. In those cases, an employee should provide as much advance notice as is practical. A Doctor's Certificate is required for all leaves due to the serious health condition of the employee, or the employee's spouse, child or parent.

For the purposes of the Company's attendance policy, FMLA leave will be treated the same as an excused absence. Employees will not receive a point for FMLA leave and they will not receive perfect attendance for the month.

Cambridge-Lee Industries, Inc. will continue to cover an employee under the Group Health Insurance Plan while he/she is on a leave pursuant to this Act under the same conditions that coverage would have been provided if an employee had not taken a leave. If an employee does not return to work after a leave, the Company is entitled by law to recover from an employee the premiums it paid to continue his/her Health Insurance benefits. An employee will not be obligated to repay this amount if an employee can not return to work due to his/her serious health condition, the need to care for the serious health condition of a family member or due to other circumstances beyond his/her control. Documentation will be required if an employee can not return to work due to one (1) of these reasons.

To insure adequate manpower needs, it shall be the policy of the Company to hold a vacancy created by an employee who remains on Family Medical Leave, regardless of whether or not it is job related, for a period not to exceed that which is provided for in the Seniority provisions of the Collective Bargaining Agreement. The employee will have the right to return to the same position or, if same position is not available, to an equivalent position with equivalent pay, benefits and working conditions at the conclusion of the leave.

The time limits may be greater than is required by law due to the collective bargaining agreement between the Company and the Union, but at no time can this policy afford less protection to the employees than is provided by the Family Medical Leave Act of 1993.

**ARTICLE XIX**

**GENERAL**

**Section 19-1 Notice**

Any written notice or written request required under this Agreement shall be given to the appropriate party designed in the applicable provisions of this Agreement which relate to such notice or request, by certified or registered mail, addressed as follows:

**ADDRESSEE**

**ADDRESS**

The Company

Cambridge-Lee Industries, Inc  
P.O. Box 14026  
Reading, PA 19612

The Union

United Steelworkers  
5 Gateway Center  
Pittsburgh, PA 15222

The Local Union

Local No. 6996  
United Steelworkers  
624 N. Charlotte St. - 2nd Floor - North  
Pottstown, PA 19464

An Employee

Their last address furnished to the  
Company in writing.

The Company and the Union shall notify each other of any change of address. Any employee at the plant shall notify the Company of any change of address.

**Section 19-2 Computation of Time**

The following rules shall be observed in computing time under this Agreement at the respective location:

1. The date of any notice or request is received shall control and the next day shall be counted as the first day.
2. If the last day to act under any of the provisions of this Agreement falls on Saturday or Sunday or one of the holidays specified in Article VIII, Section 8-1, hereof, then the time to so act shall be extended to the next regular business day.
3. A notice or request mailed and postmarked on the last day for the taking of action shall be timely.
4. The United States Post office postmark shall be conclusive evidence of the date of mailing.

**Section 19-3                    NOTIFICATIONS OF THE UNION REPRESENTATIVE**

The Local Union shall promptly notify the Company in writing of the appointment or election of all Local Union Officers and Committee members. The Local Union will keep the Company promptly and currently informed of any changes or additions of such Union representatives or any changes in the local address.

**Section 19-4**

1. Should applicable Federal or State Laws compel the cancellation or modification of any provisions of this Agreement at any time during the term of this Agreement, it is agreed that such provision shall thereupon be inoperative and the Company and the Union will, within ten (10) days thereafter, meet for the purpose of negotiating change made necessary by such applicable Federal or State Laws.

2. Should any provision in this Agreement require cancellation or modification as provided by the terms of Paragraph 1 of this Section, it is understood that no other provision of this Agreement shall be invalidated thereby.

**Section 19-5**

As a condition of employment, all employees covered by this Agreement shall be required to sign the Company's "Confidentiality Agreement."

**ARTICLE XX**

**TERMINATION DATE**

**Section 20-1                    Duration**

The agreement of the parties contained in this Agreement shall become effective as of May 16, 2012, unless provided otherwise and shall continue in effect to and including midnight of July 31, 2017.

**Section 20-2                    Notice to Negotiate**

Either party may, on or before May 31, 2017, give notice to the other party of the desire of the party giving such notice to negotiate with respect to the terms and conditions of a new Agreement. If no such notice is given, this Agreement shall automatically renew itself thereafter for subsequent terms of one (1) year each until terminated by either party by the giving of at least sixty (60) days written notice of intention to terminate at the end of any one (1) year term. If such notice is given, the parties agree to meet within thirty (30) days after May 31, 2017 or May 31st of any subsequent applicable year to negotiate

with respect to such matters.

**IN WITNESS WHEREOF, THIS** Agreement has been duly executed and signed as of this 15th day of May, 2012.

**UNITED STEELWORKERS OF AMERICA**

**CAMBRIDGE-LEE INDUSTRIES, INC.**

\_\_\_\_\_  
**INTERNATIONAL PRESIDENT**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

INTERNATIONAL SECRETARY/  
TREASURER

---

INTERNATIONAL V. PRESIDENT/  
ADMINISTRATOR

---

INTERNATIONAL V. PRESIDENT/  
HUMAN AFFAIRS

---

JOHN DEFAZIO, DIRECTOR  
DISTRICT 10

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A. STEVEN GOMBOS  
STAFF REPRESENTATIVE

LOCAL UNION COMMITTEE:

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**EXHIBIT "A" - JOB CLASSIFICATION AND WAGE SCHEDULE**

Effective	<u>5/16/12</u>	<u>8/1/13</u>	<u>8/1/14</u>	<u>8/1/15</u>	<u>8/1/16</u>
<b>Scale #1</b>					
Maintenance Person A	21.59	21.99	22.39	22.84	23.34
Maintenance Person B	20.59	20.99	21.39	21.84	22.34
Maintenance Person C	19.49	19.99	20.39	20.84	21.34
<b>Scale #2</b>					
Press Operator	19.75	20.15	20.55	21.00	21.50

Add  
Lead  
22.35  
Saw Opt.  
19.77

**Scale # 3**

Die Room	19.09	19.49	19.89	20.34	20.84
Set Up Man	19.34	19.74	20.14	20.59	21.09
Pre-Piercer Operator	19.09	19.49	19.89	20.34	20.84
Straightener Operator	19.09	19.49	19.89	20.34	20.84
Pointer Operator	19.09	19.49	19.89	20.34	20.84
# 1 Bench Operator	19.09	19.49	19.89	20.34	20.84 -
# 2 Bench Operator	19.09	19.49	19.89	20.34	20.84

**Scale # 4**

Finish Saw Operator	18.85	19.25	19.65	20.10	20.60
Press Toolman	18.85	19.25	19.65	20.10	20.60

**Scale # 5**

Billet Saw Operator	18.30	18.70	19.10	19.55	20.05
Billet Heater Operator	18.30	18.70	19.10	19.55	20.05
Magna Tester Operator	18.30	18.70	19.10	19.55	20.05
Mitchell Pointer	18.20	18.60	19.00	19.45	19.95
Relief Person	18.30	18.70	19.10	19.55	20.55

**Scale # 6**

Service Man (Crane)	18.20	18.60	19.00	19.45	19.95
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**Scale # 7**

Press Utility	17.45	17.85	18.25	18.70	19.20
Coiler Utility	17.45	17.85	18.25	18.70	19.20
Bench Helper	17.45	17.85	18.25	18.70	19.20
Bundler	17.45	17.85	18.25	18.70	19.20

**Scale # 8**

Janitor	16.45	16.85	17.25	17.70	18.20
Laborer*	16.45	16.85	17.25	17.70	18.20

\*Employees hired by the Company after 10/1/96 into the position of Laborer or employees who voluntarily bid for a laborer job, shall be paid the Scale #8 rate as set forth above. Current employees who are forced to bump into the Laborer classification or are transferred to do the work of laborer, shall be paid at the scale #7 rate.

- Notes:
1. Probationary employees are paid fifty cents (\$.50) per hour less than the above listed rates.
  2. Employees who perform on the job training functions shall receive a fifty cents (\$.50) per hour training add-on when performing such training. The Company reserves the right to choose which employees will be trainers.
  3. Skilled Trade Classifications (not including helper) are eligible to receive \$100.00 tool allowance per contract year to purchase tools necessary to Perform their jobs at the Company.

**EXHIBIT "B"**  
**GROUP INSURANCE PLAN**

The Group Insurance Plans currently in effect will remain in effect for the remainder of the contract as well as the current employee pre-tax contribution. Employees shall have the choice of coverage as noted below:

**PPO Plan (80/60 option)** - shall have a twenty dollar (\$20.00) retail clinic and primary care provider co-pay, a thirty five dollar (\$35.00) specialist office visit and urgent care center visit co-pay, a fifty dollar (\$50.00) emergency room co-pay with a first dollar in network deductible provision of three hundred and fifty dollars (\$350.00) per individual, two (2) such deductibles per family (aggregate), with an 80%-20%

co-insurance provision on the next seven thousand five hundred dollars (\$7,500.00) in charges per individual (total out of pocket after deductible to be \$1,500.00 per individual while in network and \$3,000.00 per individual if out of network at a 60% - 40% ratio), two (2) such co-insurance charges per family (aggregate), an in-patient/out-patient surgery deductible of \$100.00 per day (maximum of five (5) days per illness) and an unlimited lifetime maximum benefit.

**PPO Plan "buy-up" (100/80 option)** - shall have a twenty (\$20.00) office co-pay, a fifty (\$50.00) dollar emergency room co-pay, a two hundred fifty (\$250.00) dollar individual, five hundred (\$500.00) dollar family annual aggregated in network deductible (\$500/\$1,000 out of network) and effective 1/1/13 a 90%-10% co-insurance provision on the next five thousand dollars (\$5,000.00) in charges per individual (total out of pocket after deductible to be \$500.00). Effective 1/1/14 the 90%-10% co-insurance provision shall become an 80%-20% co-insurance provision with the out of pocket after deductible remaining at five hundred dollars (\$500.00).

**Prescription Drug coverage** - All eligible employees shall be covered by a Prescription Drug Program which provides an 80-20 co-insurance provision with a minimum payment of fifteen dollars (\$15.00) for generic drugs, thirty dollars (\$30.00) for brand name drugs and sixty dollars (\$60.00) for formulary drugs with mandatory Mail Service for ninety (90) day supply for maintenance drugs with co-payments of two times (2x) the over the counter one month supply for such mail orders.

**Dental/Vision** - The group dental and vision Plans presently in effect shall remain in effect throughout the life of this Agreement. Effective 1/1/14 the annual maximum shall be increase to \$1,500.00.

**Employee Contributions** - The threshold for calculation of employee contributions for the Comprehensive Major Medical and the PPO Plan (80/60 option) shall be the following with the cost being shared 50/50 over the threshold:

Effective 1/1/13 - \$465.00/month  
1/1/14 - \$480.00/month  
1/1/15 - \$495.00/month  
1/1/16 - \$510.00/month  
1/1/17 - \$525.00/month

**Employees who choose the PPO Plan "buy-up" (100/80 option) will be required** to pay 100% of the cost difference between the Company's cost of the PPO Plan (80/60 option) and this plan.

**Life Insurance/AD&D** Effective June 1, 2012, the group life insurance benefit with an accidental death and dismemberment (AD & D) rider, shall be increased to \$33,000.00. Effective August 1, 2014 said benefit shall be increased to \$34,000.00. Effective August 1, 2016 said benefit shall be increased to \$35,000.00.

**Sickness & Accident** Employees with more than four (4) years of seniority shall be covered under a weekly Sickness and Accident (S & A) Plan for up to fifty-two (52) weeks that provides a weekly benefit of \$340.00 per week effective June 1, 2012,

\$350.00 per week effective August 1, 2013, \$360.00 per week effective August 1, 2014, and \$370.00 per week effective August 1, 2015 and and \$380.00 per week effective August 1, 2016.

Employees on the first of the month following the completion of one (1) year of service, be eligible for a weekly S & A benefit of \$265.00 per week for up to thirteen (13) weeks. On the first of the month after completing two (2) years of service, employees shall be eligible for a weekly S & A benefit in accordance with the schedule set forth in the preceding paragraph for up to twenty-six (26) weeks. On the first of the month, after completing four (4) years of service, employees shall be entitled to the full benefit set forth in the preceding paragraph.

**Joint Committee** A joint Union/Management Health Insurance Committee shall be formed to investigate Health Insurance Programs and review all insurance proposals. However, the Company may at anytime change from its health insurance providers to any other plan providing the benefits offered are comparable to the plan then in effect.

**Benefit Books** Explanation of the Group Insurance Plans are contained in Employee Booklets which will be distributed to all employees. Provisions of the Plans are contained in the master policies issues by the carrier or carriers selected by the Company. Since the master policies are complete in detail, final interpretation of any specific provision is governed by them.

June 29, 2009

Mr. John Shimp  
Human Resources  
Cambridge-Lee Industries

Re: Side letter Plant #3 Negotiations

Dear John:

During our recent contract negotiation the Union proposed to have paid time off under the bereavement Article for brother-in-law, sister-in-law, nieces, nephews, aunts and uncles. The Company pointed out they have and would continue to work with employees who needed time off for family members who were not covered under the Collective Bargaining Agreement, however it would be without pay.

Based on that discussion between the parties, the Union withdrew the proposal and agreed to commit the understanding to writing in this side letter.

Sincerely,

Accepted by the Company:

A. Steven Gombos  
Staff Representative, USW

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