

# AGREEMENT

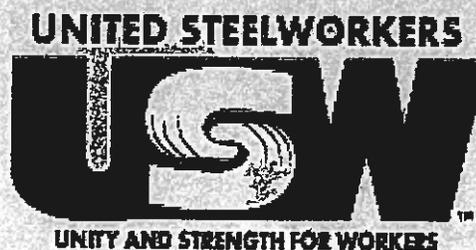
between

**CAMBRIDGE LEE INDUSTRIES, LLC.  
PLANT 4**

and

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

**On Behalf of LU 6996-06**



**MAY 16, 2012 THROUGH MAY 15, 2017**



## A G R E E M E N T

THIS AGREEMENT, entered into on the date set forth below, by and between CAMBRIDGE-LEE INDUSTRIES, LLC., its successors or assigns, for its copper tube plant located on Ontelaunee Township, Pennsylvania, hereinafter referred to as the "COMPANY", and the UNITED STEELWORKERS , its successors or assigns, hereinafter referred to as the UNION, evidences the desire of the parties hereto to promote and maintain harmonious relations between the Company and its employees and the Union as the representative of the employees.

### ARTICLE I INTENT AND PURPOSE

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the relationship and the partnership that notably exists between the Company and its employees. Additionally, it is the intent and purpose to set forth herein certain provisions pertaining to wages, hours and working conditions.

It is further the intent and purpose of the parties to achieve the highest level of employee performance consistent with safety, good health and sustained effort. To this end, the Union agrees to encourage cooperation by its members with the Company. The Company recognizes that its employees are its most valuable asset and agree that its rules and practices shall not be detrimental to or inconsistent with safety and good health and shall not conflict with or violate any terms and provisions of this Agreement.

It is hereby agreed that the terms and provisions of this Agreement as it affects any of the Company's employees at its plant located in Ontelaunee Township, (Plant 4) covered by this Agreement shall be binding upon Cambridge-Lee Industries, LLC, and shall apply to any new plant location to which the Company might move the present plant.

## ARTICLE II

### Section 2-1 Recognition

The Company recognizes the United Steelworkers as the sole and exclusive bargaining representative of the employees of the Company, as certified by the National Labor Relations Board, for the purpose of collective bargaining with respect to wage, 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 the above plant (Plant 4) who are specifically included in the bargaining unit as certified by the National Labor Relations Board. Changes in job title or methods of pay or positions included within the Bargaining Unit described above shall not be made for the purpose 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 Human Resources or 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 (Plant 4) covered by this Agreement.

### Section 2-5 Supervision

Supervisory or Administrative personnel not included within the Bargaining Unit shall not be permitted to perform any work if the performance of that work deprives a bargaining

unit member of his/her regular job or earnings. Supervisory or administrative personnel may also perform work in cases of emergency or extenuating circumstances such as: to instruct employees to correct operating difficulties, to take the place of an absent employee until another Bargaining Unit employee can be secured, to perform any operation in any Department when such operation is used for the purpose of training employees or to perform any operation for experimental purposes providing the time, knowledge and conditions involved make it impractical for a Bargaining Unit employee to perform the requirements of such work. The Company shall not knowingly abuse this provision.

#### Section 2-6 Local Working Conditions

This Agreement shall not be deemed to deprive employees or the Company of any local working conditions or practices which may, in effect by mutual agreement between the parties at the local plant, and which do not conflict with the terms and provisions of this Agreement. Whenever such a condition or practice is brought to the attention of either party, it shall be reduced to writing and, if possible, mutually agreed upon and placed in a file kept by both parties.

#### Section 2-7 Productivity Statement

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 and at the lowest possible cost consistent with fair labor standards. The Union, through its Local Committee and Plant Stewards, will urge their members to cooperate in the attainment of these goals. Together the Company and Union will investigate means to improve productivity and to enhance the Company's competitive position.

ARTICLE III

MANAGEMENT

The management of the plant, the right to introduce new or improved production methods or facilities, to maintain and improve efficiency, to alter existing production methods or facilities, to assign or transfer employees, to carry on experimental work for the improvement of the Company's products or business, 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 other legitimate reasons, is vested exclusively in the Company, provided, however, that such rights shall not be used in any manner which may conflict with or violate any of the terms or provisions of this Agreement, nor be used for purposes of discrimination.

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

Section 4-2

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

1. 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.

2. 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 hold such action, and the Company agrees that there shall be no lockouts during the life of this Agreement.
3. Conveniently located bulletin boards shall be furnished by the Company for the exclusive use of the Union. Notices posted on such bulletin boards shall pertain to official union business and shall be posted by only accredited Union officers or representatives. Statements derogatory to the Company and personnel, political notices, or personal notices will not be permitted. All notices must be reviewed and approved by Human Resources and Plant Management prior to posting.

#### Section 4-3

The right of the Company to discipline an employee for a violation of this Agreement shall be limited to the failure of such employee to discharge his/her responsibilities as an employee and may not, in any way, be based upon the failure of such employee to discharge his/her responsibilities as a representative or officer of the Union, provided there is no violation of Shop Rules in the performance of Union duties while in the plant. The Union has the exclusive right to discipline its officers and representatives as such, except for the right of the Company to discipline any employee as herein set forth. The Company has the exclusive right to discipline its officers, representatives and employees.

### ARTICLE V

### UNION MEMBERSHIP

#### Section 5-1 Present Employees

The term "employee", as used in this Agreement, shall apply to those employees of

the Company at the plant (Plant 4) who are specifically included in the Bargaining Unit certified by the National Labor Relations Board. Changes in job title or methods of pay of positions included within 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. 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 Applicants

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

#### Section 5-3 New Employees

1. All new employees shall, as a condition of employment, become members of the Union in good standing upon the expiration of their probationary period and thereafter maintain membership in the Union in good standing for the duration of this Agreement. Newly hired employees shall be required to serve a probationary period of four hundred eighty (480) hours worked, which may be extended another two hundred forty (240) hours worked by mutual agreement 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 the 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. After completing the said

probationary period, the Plant Seniority of newly hired employees shall date from the first date hired, and their Department Seniority shall date from entrance into their respective Seniority departments.

2. No probationary employees shall work while a bargaining unit employee is on layoff provided bargaining unit employees by department who are on layoff have the skill and ability to do the available work, except as otherwise provided for temporary layoffs pursuant to Section 14-5(6). In such temporary layoffs, work opportunities will be provided to bargaining unit employees over probationary employees, provided they have the skill and ability to do the available work.
3. All new employees hired through a temporary employment agency shall be considered probationary employees and covered by Sections 5-3(1) and (2) outlined above with the following modifications:
  - a. The probationary period for said new employees shall be 560 hours (which may be extended pursuant to Section 5-3(1)) and include their employment agency time, 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 employees 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.

#### Section 5-4 Union Membership

No temporary employees will be hired while any permanent Bargaining Unit

employees at Plant 1 and Plant 4 are on layoff status. The Company and Union agree that temporary employees may be hired to facilitate scheduling of vacations of the permanent Bargaining Unit employees. Temporary employees will not acquire seniority status. However, if a temporary employee becomes a permanent employee, he/she shall have as his/her hire date, his/her date of hire as a temporary employee. Such employee, prior to achieving permanent status will be required to serve a probationary period as per Section 5-3.

#### 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 purposes 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 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 voluntary execution, an authorization 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 received such authorization card, or in which such card becomes effective, whichever is later. Dues for a given month shall be deducted based on the 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 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 multiple deduction may be made from the second pay of the following month. The International Secretary Treasurer of the Union shall be provided with a list of those employees for whom multiple 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 recalled during the previous month, and all employees for whom deductions have been made by the Company, together with a list of all employees who have, for any reasons, 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 Agreement shall be effective, in accordance and consistent with applicable provisions of Federal and State Law.

Section 6-9 Indemnification

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 of action taken or not taken by the Company for the purpose of complying with any of the provisions of Articles V and VI, or in reliance of any list, notice or assignment furnished under any of such provisions.

## ARTICLE VII

## ADJUSTMENT OF GRIEVANCE

### Section 7-1

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

### Section 7-2

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 7-3

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 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 lock-outs 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 is for the aggrieved and the Shop Steward, to take the matter up with the Foreperson of the department. This step is mandatory and must be accomplished prior to forwarding the grievances to the next step of the grievance

procedure except as otherwise provided in Section 7-13 and Section 14-4, paragraph 7. The Shop Steward shall investigate the matter and complete, in writing, the Stewards' Grievance Fact Finding Form. If possible, the Foreperson will answer the matter immediately, or if more time is needed, not later than one (1) twenty-four (24) hour work day after the matter is discussed. The Foreperson will indicate his/her answer on the Steward's Grievance Fact Finding Form along with his/her signature. Grievances settled in this Step One will not constitute precedent but will be considered settlement of the specific case involved. If the matter is not satisfactorily settled, it shall be reduced in writing on the standard grievance form, being specific in listing the section or sections of the Agreement which have been violated and referred to Step Two.

#### STEP TWO:

1. Appeals to Step Two must be made not later than ten (10) working days from the date of the Foreperson's answer in 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 five (5) 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 in 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 shall be held in accordance with the provisions of Section 7-10 unless a special meeting is scheduled by mutual agreement.
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, by mutual agreement in writing, 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 - ARBITRATION

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 observed by the American Arbitration Association. However, the parties agree that no more than two (2) issues, only one (2) 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) working days after the award has been made 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 date prior to the effective date of this Agreement.

#### Section 7-4

Except as otherwise provided in this Agreement, grievances shall not be presented or considered under the procedure for adjustment of grievance as provided in this Article unless such grievance shall have been presented to the Company within ten (10) working days (excluding Saturdays, Sundays and holidays) after the cause or the date that the employee or employees affected should have become aware of the cause for any such grievance shall have arisen.

#### Section 7-5

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 of the procedure.

There shall be no extension of time for appeals in Steps Two, or Three and Four of Section 7-3 herein unless mutually agreed upon in writing by the Company and the Union.

#### Section 7-6

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 in a settlement satisfactory to the Union.

#### Section 7-7

If the Company fails to reply to a grievance in the time stipulated, the Union may choose to go to the next step.

#### Section 7-8

The actual members of the Grievance Committee shall be employees of the Company who are selected by the Union, but the Company shall not be required to pay more than four (4) members of such committee while attending Step Two or Three meetings.

#### Section 7-9

1. Time lost from work by members of the Grievance Committee while investigating grievance cases on site which have not been satisfactorily settled in Step One shall be paid by the Company at their respective hourly rates. This shall include time spent by the Grievance Committee in regular Third Step grievance meetings.
2. Time lost from work by Shop Stewards and safety committee members while investigating or processing grievance cases shall be paid for by the Union.

#### Section 7-10

1. The Company and the Union agree to the application of sincere effort towards minimizing the frequency of extra meetings and additional application of time beyond that used by the Third Step grievance meetings, as is consistent with the prompt and proper handling of grievances.

2. The Company shall pay the representatives of the Grievance Committee, limited to not more than four (4) members, their respective hourly rate while attending Third Step grievance meetings during time lost from work, or during hours before or after their regular work shift, unless the time so spent is for meetings called on Saturday or Sunday at which time the applicable premium will be paid.
3. Where a Grievance Committee member's regular job is that of a partner on a two-person operation and that operation is working, the Company agrees that such Committee member will be replaced by another employee or that the regular partner of such Committee member will be paid his/her respective hourly rate for time when the Committee member is absent during his/her regular eight hours shift for a Third Step grievance meeting, or for other special meetings called by the Company.
4.
  - a. The Company and the Union agree that, at times which are mutually agreed upon by both parties, there shall be meetings between the Grievance Committee represented by not more than five (5) persons and the Plant Manager and/or his/her authorized representatives. In setting the time for these meetings, consideration shall be given to the effects upon production schedules.
  - b. The Company and the Union agree that, at times which are mutually agreed upon by both parties, there shall be meetings between the Grievance Committee represented by not more than five (5) persons, the International representative and/or his/her authorized representative, the Human Resources Manager and/or the Plant Manager and/or his/her authorized representatives. In setting the time for these meetings, consideration shall be given to the effects upon production schedule.
  - c. Observers desired by either party shall be limited to two (2) in

number. The Company shall not be required to pay any wages for Union observers and such Union observers shall not be requested to attend meetings during their scheduled hours of work.

- d. The purpose of the above meetings shall be to discuss problems related to the grievance procedure and to reduce the number of plant grievances.
- e. Agenda for said meetings shall be submitted by both parties no later than the end of the first shift three (3) days before the day the meeting is scheduled.

#### Section 7-11

- 1. It is agreed that any Union Representative, before leaving his/her job shall report to his/her immediate supervisor and, if possible, arrive at a mutually satisfactory time to leave his/her job. When leaving such job, said representative shall report out to his/her immediate supervisor and notify such supervisor where he/she is going. Prior to entering another department such representative shall report his/her business. Upon completion he/she shall report out and return to his/her job so notifying his/her immediate supervisor.
- 2. If the Union Representative's supervisor is not available for reporting such request, he/she may use the plant auto-call system to locate the supervisor.

#### Section 7-12

The Company agrees to permit the Grievance Committee and Representatives of the International Union to have access to all of the departments covered by this Agreement for the purpose of investigating grievances.

#### Section 7-13

Where a grievance involves three (3) or more persons or an entire department, the

matter may be presented in writing in Step Two. The intent of this provision is to establish immediate referral to Step Two of a grievance which, because of the number of employees involved or the complexity of the situation, is beyond the scope of the Step One grievance procedure.

## ARTICLE VIII                      SUSPENSION AND DISCHARGE CASES

### Section 8-1

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 first be suspended, at which time the employee and the Union will be notified of the suspension and the reason for such suspension. Such initial suspension shall be for not more than ten (10) working days. During this period of initial suspension the employee, through the Union, may request a hearing in Step Three. After such hearing, the Company will decide whether the suspension shall stand, be extended, revoked, or converted into discharge. If no such hearing is requested within the suspension period, the suspension or subsequent discharge shall be deemed proper. (The Company shall advise the Union and the employee in writing of all suspensions and discharge within the forty-eight (48) hours immediately following their occurrence.)

### Section 8-2

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 8-3

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 8-4

The Company and the Union agree to be bound by the existing Shop Rules, Safety Rules and Absentee Control Policy which shall be made part of this agreement as "Exhibit D". The Company reserves the right to amend or modify said Shop Rules, Safety Rules and Absentee Control Policy and the Union reserves the right to contest such modifications or amendments through the grievance and arbitration procedures of the Labor Agreement.

### ARTICLE IX HOURS OF WORK

#### Section 9-1 Scope

This Article defines the regular hours of work and shall not be construed as a guarantee of hours of work per day or per week or days of work per week. This Article shall not be considered as any basis for the calculation of payment of overtime, which is covered solely by Article X - Overtime Pay.

#### Section 9-2 The Work Day

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 except when shift changes are caused due to the start of a new work week. Employees may be scheduled to work up to four (4) ten (10) hour work days within a work week as defined in Section 9-3 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.

### Section 9-3 The Work Week

The work week shall commence at 11:00 p.m. on Sunday or the shift change time nearest thereto and end at 10:59 p.m. the following Sunday. Employees on work restrictions of 40 hours per week may be scheduled on a Tuesday to Saturday basis. Employees with other hourly restrictions will be scheduled to most efficiently utilize their available hours.

### Section 9-4 The Work Schedule

1. Should it be necessary in the interest of efficient operations to establish schedules departing from normal, such schedules shall be established by mutual agreement between the Union and the Company. Work schedules shall be posted by 2:45 p.m. Thursday of each week for the upcoming weekend and the following week, except for operations or jobs that are scheduled on a seven (7) day basis. For such seven (7) day schedules, the work schedule will be posted by 2:45 p.m. Thursday for the upcoming week. If the posted schedule(s) are changed after this time, no penalty will be imposed upon those employees who refuse to work, except in cases where a bona-fide emergency arises.
2. Determination of any changes in the starting times of any shifts beyond 5 A.M. to 9 A.M. for the day shift; 1 P.M. to 5 P.M. for the afternoon shift; and 9 P.M. to 1 A.M. for the night shift, shall be made only by mutual agreement between the Union and the Company. A one shift operation for packing, scheduled from 9:00 A.M. to 5:00 P.M., shall be considered a normal schedule.
3. Employees returning to work from the sick list must notify the Company and be cleared to return to work by the Company Nurse or the Safety and Health

Department if the Nurse is unavailable. 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 Employment 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 as per the language covering transfers.

Section 9-5 Allowed Time

1. The Company shall schedule one (1) thirty (30) minute paid lunch period approximately four and one half (4-1/2) hours into an employee's shift.
2. Employees who are required to continue to operate equipment and/or perform their job function until the end of their shift shall be paid 1/10 of an hour overtime for their personal wash-up time.
3. All employees working a twelve (12) hour shift shall receive a ten (10) minutes break period at the start of the additional time on the shift.

ARTICLE X OVERTIME AND PREMIUM PAY

Section 10-1 Payroll Week

The payroll week shall consist of seven (7) consecutive days beginning at 11:00 P.M. or shift time nearest thereto on Sunday.

Section 10-2 Daily and Weekly Overtime

1. Time and one-half shall be paid for all hours or parts of hours worked in excess of eight (8) hours within the twenty-four (24) hour period commencing with the time the employee begins work or for hours or parts of hours worked in excess of forty (40) hours in any one work week, whichever is higher. Double time (2X) 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. However, when the Company schedules a work week of up to four (4) ten (10) hour days, time and one-half will be paid for all hours or parts of hours worked in excess of ten (10) hours within the twenty-four (24) hour period commencing with the time the employee begins work or for hours or parts of hours worked in excess of forty (40) hours in any one work week, whichever is greater. 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 for all hours worked over eight (8) on any day on such reduced schedules.

2. Time and one-half shall be paid to an employee for all hours worked other than his/her regular working hours when his/her scheduled eight (8) hour shift is changed during his/her regular work week. Time and one-half will not apply when the employee's shift is changed due to personal request, seniority provisions, work sharing, or overtime procedures.
3. 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 hours he/she works on his/her sixth (6th) consecutive day worked during that work week despite not having met the forty (40) hour requirement of Section 10-2, paragraph 1. Furthermore, all work performed on Sundays shall be paid at time and one half (1 1/2) as such provided an employee works all of his/her scheduled hours and required overtime hours during his/her work week. If an employee leaves early on his/her own or does not report to work, he/she shall not receive overtime pay for working Friday (if applicable), Saturday or Sunday unless he/she works more than forty (40) hours that week.
4. 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 as 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.
- f. 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.
- g. 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

#### Section 10-3 Premium Pay

Employees who perform work on any of the holidays listed in Section 11-1 shall be paid double time (2X) for hours worked in addition to any holiday pay to which such employee may be entitled under the provisions of Article XI, Holidays.

#### Section 10-4 Calculation of Overtime and Premium Pay

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

#### Section 10-5 Overtime Requirements

1. Overtime work shall 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 cooperate with the Company. Any employee who is requested to work overtime shall work unless he/she has an excuse acceptable to supervision for not doing so.
2. In the event it is necessary to force employee(s) to stay and work overtime

required by the Company, the employee(s) classified on the job to be performed low on the overtime list on the shift, will be required to perform the overtime assignment. Employee(s) will not be forced to stay and work required overtime if qualified replacement(s) volunteer to work the overtime. However, employees shall not be required to work more than eight (8) hours on a Sunday.

#### Section 10-6 Distribution of Overtime

1. So far as practicable, without reducing efficiency of work performance or production, opportunities to work overtime shall be distributed as equally as possible according to total overall straight time hours during the calendar year. Whenever possible, employees scheduled for overtime work on Saturdays or Sundays will be notified by posting of such schedules on the plant bulletin board by 2:45 P.M. on the preceding Thursday.
2. When a job or operation is not operating on a seven (7) day basis, daily overtime (occurring Monday through Friday) will be shared among employees on the job involved. Weekend overtime occurring on Saturday and Sunday will be shared among the employees on the job on the shift involved. When a job or operation is operating on a seven (7) day basis, overtime will be shared among the employees on the job involved.
3. In the event there are insufficient employees working on a job or job classification for a weekend overtime schedule because of employees excused from overtime or because of needs in excess of the number of employees working on the job or job classification, the following procedure shall be followed:
  - a. A sign up sheet shall be provided for employees wishing to work available overtime.

- b. Employees adding their names to the sign-up sheet will be scheduled available overtime in their overall overtime hourly record first, then according to seniority, provided they are fully capable of performing the work.
- c. Employees shall indicate their desire to work extra overtime by signing the daily and/or weekend overtime lists in the production office. Employees signing the list will be expected to accept any overtime work which becomes available. Employees signing either list who refuse assignment will lose their preference for the remainder of the week.
- d. In the event this procedure does not provide sufficient employees or qualified employees for an overtime assignment, the work will be assigned to employees who have satisfactorily completed the requirements of performing the job as indicated on the employee training data base on the basis of low overtime on the job concerned.
- e. Employees who, for an adequate reason, wish to be excused from daily or weekend overtime work, shall report such request to their supervisor and indicate their reason for doing so on the form provided along with their signature.
- f. If it is discovered that the proper employee was not scheduled for available overtime (or shared straight time) such matter will be brought to the attention of the Company , and the employee will be offered the equivalent hours of work at the rate he/she would have received if he/she had been properly scheduled as promptly as practicable. However, in cases of scheduled overtime, the Steward shall review the posted schedule and if there is disagreement concerning who should be scheduled, the Steward and/or the employee involved shall, within twenty-four (24) hours, call this to the

attention of the Company. If the Company does not correct the schedule and is found that the improper employee worked the overtime, the Company shall be liable to pay the wronged employee his/her lost wages.

#### Section 10-7 Overtime Records

1. Notification to an employee not at work shall be given at least two (2) hours in advance of the time he/she is to report except in cases of absences and emergencies. Employees at work will be notified as soon as possible. Records of overtime and premium time hours available and worked shall be made available to authorized Union representatives upon request.
2. The method of maintaining overtime worked or refused shall be determined by Management and the Union.
3. The Union shall appoint one (1) overtime steward. The overtime steward shall be given the opportunity to review overtime records with the appropriate Management person(s) on a weekly basis. The overtime steward shall receive not more than one (1) hour of straight time pay per week to review the overtime records.

### ARTICLE XI

### HOLIDAYS

#### Section 11-1 Stated Holidays

The following days shall be stated holidays:

NEW YEAR'S DAY

LABOR DAY

PRESIDENT'S DAY

THANKSGIVING DAY

GOOD FRIDAY

DAY AFTER THANKSGIVING

MEMORIAL DAY

CHRISTMAS DAY

INDEPENDENCE 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 11-2 Holiday on Saturday or Sunday

In the event one of the above holidays falls on a Saturday, the preceding Friday shall be observed as a 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 11-3 Holiday Operation

Whether the plant or any department or employee thereof shall work on any of these holidays shall be determined by the Company. Employees scheduled to work on a holiday shall be notified by the schedule posted in accordance with Article 9, section 4 of this Agreement. Any employee requested to work by the Company after the posting of said schedule shall be on a voluntary basis.

#### Section 11-4 Basis of Payment - Holidays

1. Eligible employees who do not work on any one of the holidays stated in Section 11-1 hereof shall receive eight (8) hours pay at their respective straight time hourly rate. If employees are on a regular ten (10) hour shift, they shall receive ten (10) hours pay at their respective straight time hourly rate. The base rate used is the base rate effective upon the last job change on the employee's Payroll Department Data base.
2. Eligible employees shall receive, just prior to each Christmas Day, an extra payment of eight (8) hours pay at their respective straight time hourly rate using the base rate effective upon the last job change on the employee's Payroll Department Data Base. Eligibility for this extra payment shall be based upon completion of the probationary period prior to December 1 of the

applicable year. Exclusions from holiday pay in Section 11-5 below will apply to this extra payment with December 1 as the applicable date of reference rather than a holiday.

#### Section 11-5 Eligibility Rules

1. In order to be eligible for holiday pay, an employee must have completed his/her probationary period prior to the holiday.
2. 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 for periods 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 on disciplinary suspension.
  - e. Employees who fail to work all scheduled hours on their last scheduled work day before and first scheduled work day after the holiday or who are scheduled to work on the holiday and fail to do so. 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 first scheduled work day after the holiday.

#### Section 11-6 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 him/her.

Section 11-7

The Company reserves the right to schedule employees to work on a holiday at straight time pay if seventy-five (75%) 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 XII

VACATIONS

Section 12-1 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 (1) year or more of continuous service as of December 31 of that calendar year.
2. Each employee who has worked in at least twenty-six (26) of the fifty-two (52) pay periods occurring during the twelve (12) months preceding January 1 of that calendar year shall be eligible to receive full vacation pay and full vacation allowances; or
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 January 1 of that calendar year shall be eligible for a partial vacation pay as specified in Section 12-5 hereof. This partial pay provision does not apply to an employee whose employment terminates prior to completing eligibility for full vacation pay.

Section 12-2 Length of Vacation

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 service as

specified in the following table.

<u>Continuous Service</u> <u>(Years)</u>	<u>Effective Vacation</u> <u>With Pay (Weeks)</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**
22, and over	5 Weeks**

\* (Decision when to receive extra one-half (1/2) weeks pay at the employee's option)

\*\* (3<sup>rd</sup>, 4th and 5th week at employee's option)

#### Section 12-3 Vacation Week

Each one (1) week of vacation shall consist of seven (7) consecutive calendar days away from work beginning on Monday of any week. Vacations may be scheduled in separate or consecutive periods of one, two, three, four, or five weeks, depending upon employee's seniority and operating requirements of the plant.

#### Section 12-4 Scheduling of Vacations

1. Promptly after December 1 of each calendar year, each eligible employee shall be requested to specify the vacation period he/she desires. Selection must be completed by January 1. Vacation will, so far as practicable, be granted at times most desired by employees, with longer service employee being given preference as to choice. The final vacation schedule will be posted no later than January 15. On the January 15<sup>th</sup>, when the final vacation schedule is posted, those allotments, not chosen by any employee will be reserved by the employees on a first come, first served basis. The

Company will allow a minimum of five (5) openings per week for Production employees; two (2) openings per week for RDC employees and three (3) openings per week for maintenance employees (1 per classification). 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 plants.

2. Vacations shall be scheduled between January 1 and December 31 of each calendar year.
3. In the alternative, the Company may schedule a vacation shutdown. Notice of such alternate plan will be posted prior to January 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 12-5 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 full vacation shall receive a minimum of forty (40) hours pay per week of entitlement or weekly vacation pay based upon the average hours they worked per week over the prior calendar year, whichever is greater.
2. Each employee who is eligible for a partial vacation pay as specified in Section 12-1, 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 percent (4%) 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 percent (6%) of his/her total straight time earnings for the fifty-two (52) pay periods of the prior calendar year.
  - d. If his/her length of continuous service as of December 31 entitles him/her to four (4) weeks of vacation, he/she shall receive eight percent (8%) of his/her total straight time earnings for the fifty-two (52) pay periods of the prior calendar year.
  - e. If his/her length of continuous service as of December 31 entitles him/her to five (5) weeks of vacation, he/she shall receive ten percent (10%) 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 12-6 Vacation Allowances

The Company and the Union agree that their mutual objective is to afford opportunity to employees to obtain their vacations and to attain maximum production. With the exception of an employee's fourth and fifth week of vacation, when he/she may select a vacation

allowance in lieu of time off, all employees eligible for vacation shall be required to take their vacation from work. However, the Company may, due to operating requirements, require that a particular employee receive vacation allowance in lieu of actual vacation. Such vacation allowance due such employee shall be computed as provided in Section 12-5.

#### Section 12-7 Time Worked

1. For purposes of determining eligibility for vacations under Section 12-1, paragraphs 2 and 3 above, the following shall be considered as time worked:
  - a. Time lost as a result of compensable industrial accident which arose out of employment with the Company.
  - b. 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 returned from such service, if he/she would otherwise have been qualified had he/she not entered such service.
2. For purposes of determining eligibility for vacations under Section 12-1, 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 not covered in Section 12-7, paragraph 1, subparagraph a. above.
  - d. Time lost for personal reasons.
  - e. Time lost due to disciplinary suspension.

#### Section 12-8 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 January 1 due to:

- a. Reduction of working forces, or
- b. Sickness or injury where the employee furnished the Company with a doctor's certificate, or
- c. Leave of absence granted under Article XIX, 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, 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 has not and will not file any claim for unemployment compensation for such period for which he/she receives vacation pay. This shall not be construed as a guarantee of work for such employees during plant vacation shutdown.

#### Section 12-9 Forfeiture Vacation Pay

Employees having met the foregoing requirements 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.

#### Section 12-10 Scheduling of Work During Vacation Shutdown

1. Priority for assigning employees to scheduled work during the plant vacation shutdown shall be as follows:
  - a. First - Employees who because of layoff, sickness or injury, have not qualified for full vacation pay.
  - b. Second - Employees who, having qualified for full vacation pay, elect to name a previous period of lay-off, sickness or injury in the calendar year as their vacation.

- c. Third - Employees who are entitled to no vacation may work both weeks of the shutdown; or employees who are entitled to only one week of vacation may work one week of the shutdown.
  - d. Fourth - Temporary summer employees to extent practical.
  - e. Employees who volunteer to work during this period, in the order of plant seniority.
2. To perform the jobs required during the shutdown period which require experience, employees who are fully qualified as indicated by personnel records will be scheduled unless the provisions of paragraph (1) above provide the required employees.
3. If the provisions of paragraph (1) above do not provide sufficient numbers of employees for the shutdown schedule, the least senior employees who have not volunteered to work will be required to work.
4. The provisions of paragraph (1) above do not apply to Maintenance, Machine Shop or Electrical Departments in which certain employees are required to work during the shutdown period and take their vacations at another time and certain employees are required to take their vacation during the shutdown.

## ARTICLE XIII REPORTING AND CALL-IN PAY

### Section 13-1 Reporting Pay

1. Except in cases of equipment breakdowns, or in circumstances where a lack of material exists which makes it impractical 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 in the presence of a Union Representative, whenever possible, two (2) hours prior to the start of his/her shift.

2. Where an employee is offered work other than his own job and he refuses to accept or perform such offered work, he shall then forfeit his reporting pay. However, this provision shall not conflict with Section 15-2, Article XV, which describes transfers during his work day.
3. The above guarantee shall not apply in cases of strikes, work stoppages, outside power failure, fire, flood, riots or other civil disturbances, bomb scares provided the police have been notified, or other act of God which are beyond the control of the Company to supply work.
4. The Company shall have no obligation to provide the work or any guarantee of 13.1(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 13-1(1), but instead shall be paid for hours actually worked.

#### Section 13-2 Emergency Call-In Pay

In case an employee is called in for an emergency job, the Company shall provide work for a minimum of four (4) hours or in case such work is not available shall pay the hourly rate for the difference between the time worked and four (4) hours.

Section 13-3 Method of Payment

For all work performed in accordance with this Article XIII, an employee shall receive the rate of his/her regular job or the rate of the job to which he/she is assigned, whichever is higher.

ARTICLE XIV

SENIORITY

Section 14-1 Definitions of Seniority

1. Each employee shall accumulate Seniority in the following three (3) categories and they are defined as follows:
  - a. Combined Seniority is the total length of continuous service with Cambridge-Lee Industries, Inc., beginning with the date on which an employee entered the service of the Company and since which there has been no break in service.
  - b. Plant Seniority is the total length of continuous service within Local Union 6996 under the Plant #4 Collective Bargaining Agreement.
  - c. Departmental Seniority is the total length of continuous service within a given department. For purposes of applying Department Seniority, the plants will be divided into four (4) Seniority Departments, namely:
    - (1) Millwright
    - (2) Electrical
    - (3) Machine Shop
    - (4) Production
    - (5) RDC
  - d. When an employee transfers from one department to another, the following provisions will determine his/her department status:
    - (1) When the transfer is bid, the employee's plant seniority is transferred to the new department and becomes effective immediately upon

successful completion of the trial period.

- (2) If the transfer is due to a bump, the employee cannot accumulate seniority in the new department.

2. Combined Seniority shall be applied only as follows:

- a. For vacation allotment as determined in 12-2.
- b. In application of the Pension and Insurance Plans.
- c. For skilled trades departments as provided below:

Application of seniority for classification in the Electrical, Millwright, Machine Shop Departments, and Tube Die Repairpersons A, B, C, shall be Combined Seniority. As such, employees in these classifications shall be assigned as needed.

There will be central departments of Electrical, Millwright, and Machine Shop, but with individual plant preference for permanent job assignment.

#### Section 14-2 Definitions of Continuous Service

1. For purposes of determining Seniority, continuous service shall be construed as follows:

- a. An employee laid off after the date of this Agreement who shall be absent because of layoff shall continue to accumulate continuous service during such absence up to a maximum of two (2) years, and he/she shall retain his/her accumulated continuous service for an additional period of one (1) year.

However, in order to avoid a break in service after an absence of two (2) years, the employee must give the Company annual written notice that he/she intends to return to employment when called. The employee will receive, at the conclusion of the two (2) years continuous layoff, a written notice that his/her employment has been terminated unless he/she has provided the Company with the

required written notice that he/she intends to return when recalled.

The notice from the Company will be mailed to the most recent address furnished by employee to the Company.

- b. When recalled to work from layoff employees shall return without loss of Seniority.

2. All Seniority and continuous service shall be terminated for the following reasons:

- a. Dismissal for just cause.
- b. Voluntary Quitting.
- c. Continuous layoff for a period exceeding two (2) years, except as provided in paragraph 1, subparagraph (a) above.
- d. When an employee is absent, except in case of layoff, for three (3) working days, without notifying the Company, unless he/she furnishes to the Human Resources, an adequate reason for both the failure to return within three (3) working days from date last reported and the failure to notify the Company of such absences and causes.
- e. When it is determined that an employee is permanently disabled and unable to perform all duties of any job to which his/her seniority entitles him/her; or when absence as a result of sickness or any accident exceeds one (1) year, whichever occurs first.
- f. Failure of an employee to report after layoff within five (5) days after mailing date of registered or certified letter to such employee's last known address notifying him/her of recall.
- g. Absence in excess of leave of absence.
- h. Retirement, under the Pension Plan.
- i. Reasons as may be set forth in the Shop Rules.
- j. When an employee on layoff refuses to accept recall to any vacancy whose duties he/she can perform immediately.

### Section 14-3 Promotions Out of Bargaining Unit

Employees promoted prior to or after the date of this Agreement, to positions outside 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 employees 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 Bargaining Unit job.

### Section 14-4 Procedure for Filling Vacant Jobs

#### 1. Definitions of Seniority Terms

- a. Job Classification: One or more specific machines or operations grouped under one title as specified in "Exhibit A".
- b. Permanent Job Classification Claim: Permanent claim of an employee to a job classification shall be determined by successful bid.
- c. Vacant Job Classification: When an opening occurs on any job classification and there is no employee who holds a permanent claim to that job classification, it shall be declared vacant and posted for bid.
- d. New Classification Opening: A new classification opening exists when such opening has not previously been bid.
- e. Discontinued Operation: A discontinued operation is one which is no longer staffed on any shift.

2. a. When a new classification opening is declared by the Company, it will be posted on the plant bulletin board for the purpose of inviting bids. Except as provided in paragraphs 3 and 4 of this Section 14-4, such bids will be awarded on the following basis:

*delete highlight*

- (1) Plant Seniority shall have preference, provided skill and ability are reasonably equal.
- (2) If no employee makes claim for such opening, under subparagraph (1) above, it shall be awarded as a bid to the least senior employee who has never held permanent claim to any job. If the employee does not successfully complete the bid trial period, he/she shall be laid off.

b. When a job classification is declared vacant, it will be posted, within ten (10) days whenever possible, on the plant bulletin board for the purpose of inviting bids. Such openings will be filled by the following application of Seniority; except as hereinafter provided in **paragraph 3 and 4** of this section, so long as skill and ability are reasonably equal:

*delete highlight*

- (1) Plant Seniority shall have preference provided skill and ability are reasonably equal.
- (2) If no employee makes claim for such opening, under subparagraph (1) above, it shall be awarded as a bid to the least senior employee who has never held permanent claim to any job. If the employee does not successfully complete the bid trial period, he/she shall be laid off.

3. In order to maintain efficient operation of the plant, vacancies occurring in the below listed Job Classifications shall be filled by the following applications of Seniority, providing ability and skill are reasonably equal:

- Truck Driver ✓
- Tube Die Repairperson A ✓
- ~~Tube Die Repairperson B~~
- Extrusion Press Operator B ✓
- Spinner Block Person (~~#23, #24, #25, #27, #28~~)
- Lay Winder Operator ✓

*casters  
KRM OPT.  
LAYWIND OPT  
TCC KRM  
Millwrights  
Electricians*

Finish Line Person (~~#21~~ #22)

- a. The vacancy so created will be filled as set forth in paragraph 2, subparagraph b(1) of this Section 14-4, except that the first preference shall be given to employees who currently hold or previously held by permanent claim or by bump, said Job Classification. ✓

4. In order to maintain efficient operation of the plant, vacancies occurring in the below listed jobs, shall be filled by the following applications of Seniority, providing ability and skill are reasonably equal:

- Electrician ✓                      Maintenance Mechanic ✓                      Machinist ✓
- Drop Block Person (~~#11, #12~~)                      Extrusion Press Operator A ✓

- a. The vacancy so created will be filled as set forth in paragraph 2, subparagraph b(1) of this Section 14-4, except that the employee must have the skill and ability to perform the job immediately with no training. Preference shall be given first to the employees who are currently holding or have previously held, by permanent claim or by bump, such job.
- b. If, after application of paragraphs 3 and 4, subparagraphs a above, a vacancy still exists in the following jobs listed in Column II below, preference shall be given first to employees holding jobs listed in Column I.

COLUMN I	COLUMN II
Tube Die Repairperson B	Tube Die Repairperson A
Tube Die Repairperson C	Tube Die Repairperson B
Extrusion Press Operator B	Extrusion Press Operator A
Drop Block Pointer Person	Drop Block Person
(#11, #12)	(#11, #12)

- c. Employees who are awarded jobs on the basis of the provisions in paragraph 4, subparagraph b above must have the skill and ability to perform the job immediately.

- d. The Company reserves the right to hire new employees in the Maintenance Mechanic, Electrician and Machinist classification.
5. a. When vacancies are to be filled through the application of the provisions of this Section, 14-4, a notice shall be posted for a period of three (3) working days not including Saturdays, Sundays, and holidays. The notice shall contain the following information:
  - Plant
  - Job Classification
  - Shift (either alternating or 11 to 7)
  - Note: This does not apply to the classifications of Machinist, Electrician, and Maintenance Mechanic.
  - Department
  - All Necessary Rate Information
  - Date and Hours of Posting Notice Space for Signature of Applicants.
  - Methods of Awarding Bids
  - Notification will also be given to all eligible employees on sick leave, layoff and approved leaves of absence
- b. In making its selection of any employee to fill such vacancy, the Company shall meet with two (2) or more members of the Grievance Committee in an effort to procure the Union's agreement thereto.
6. When an employee has been selected to fill a job through application of the provisions set forth in this Section 14-4, except for the Job Classifications listed in paragraph 4 above, he/she shall be given a reasonable trial period of at least ten (10) working days but not exceeding forty-five (45) working days. If, during said trial period, the Company determines that the employee is unable to meet the requirements of the job he/she shall be returned to his/her former job without loss of Seniority, except as provided in paragraph 2, subparagraphs a(2) and b(2) of this Section 14-4. Then the next eligible and qualified employee among the original

bidders shall be awarded the job subject to the provisions herein specified.

However, if the period of time exceeds thirty (30) working days, it shall be re-posted for bid.

7. All provisions of this contract with respect to promotions or transfers in which disputes occur over the Seniority, ability, or skill of an employee are subject to the grievance procedure beginning with Step 2.
8. A successful bid shall terminate an employee's claim to any prior Job Classification.
9. When an employee is awarded a bid, he/she shall not be eligible to bid in any other classification for a period of six (6) months unless his/her request is approved by the Company, except as noted in paragraphs 11 and 12 below.
10. Employees awarded a bid to the classification of Extrusion Press Operator A or Press Relief Person shall not be eligible to bid to any other classification for a period of twelve (12) months unless his/her request is approved by the Company. *K2M CASTERS Furnace operator*
11. Employees awarded a bid to the classification of Laborer, Janitor, Serviceperson, Utilityperson, Loader, Packer, Basket Handler and Bull Block Utility shall be eligible to bid to any other classification after a period of ninety (90) days, except that he/she may indicate one classification to which he/she may bid within ninety (90) days. *material handler*

#### Section 14-5 The Bumping Procedure

1. When reducing working forces on any job classification, the following procedures shall apply:
  - a. The employee with the least Plant Seniority shall be the first removed from the job classification.
  - b. The required number of probationary employees and junior employees on the Plant Seniority list shall be laid off.
  - c. The required number of junior employees within the department in which the reduction of forces occurs shall then be removed from that department.

Plant Seniority shall be the determining factor, except as provided in Section 14-1, paragraph 1, subparagraph d.

- d. The Human Resources shall temporarily assign employees removed from their jobs classifications to other job classifications on the basis of their skill and ability. Such temporary assignments shall not exceed a period of seven (7) calendar days, except as provided in paragraph k below. If the employee does not bump within this seven (7) day period, he/she shall lose his/her bumping right. During this period, the Human Resources shall check such employees Seniority status for a determination of any claims to their job classifications to which they may be entitled.
- e. Employees remaining in their own departments who have been removed from their jobs classifications as a result of paragraph 1, subparagraph a above, may then exercise their Plant Seniority to claim any other job classification within that department providing they can perform such job classification immediately without any trial period after receiving basic fundamental information.
- f. Employees having insufficient Plant Seniority to remain in their own Departments shall then be eligible to use their Plant Seniority to claim any other job or classification within the plant providing they can perform such job or classification immediately without any trial period after receiving basic fundamental information.
- g. In applying the layoff and recall provisions, employees removed from their job classification may displace an employee with less Plant Seniority in the following classifications:
  - (1) Any Classification to which the employee had previously held a successful bid.
- h. When bumping into a job classification, an employee shall be required to bump the least senior employee in such job classification on either the

alternating or the 11-7 shift. Shift does not apply to the classifications of Machinist, Electrician, and Maintenance Mechanic .

- i. No employee while working on a temporary job classification by virtue of being bumped or accepting transfer to avoid layoff shall acquire permanent claim to such temporary job classification. As openings occur for any reason (except sickness, disability, or vacation coverage), the employee displaced from his/her permanent job classification shall be automatically returned to it.
- j. In the event a vacancy or an opening occurs in any of the Job Classifications specified below, the following procedure shall apply. The most senior employee who has been removed from said Job Classification either by reduction in work forces, or bumping procedure (exclusive of bid) shall be required to return to that open job regardless of the specific shift or location, unless a less senior employee who had also been removed from said Job Classification volunteers to return. In the event there are not trained employees available, then the job shall be posted for bid under the provisions of Section 14-4.

Electrician

Truck Driver

Machinist

Tube Die Repairperson A

Maintenance Mechanic

Tube Die Repairperson B

- k. The temporary job or classification openings due to long term sickness, or disability, shall be filled by temporary placement of unassigned employees on a week to week basis. When such openings occur, the Human Resources and the Grievance Committee shall investigate the situation and determine whether the opening should be subject to the bumping procedure.
2. When reducing forces on a job classification, employees remaining in such job classifications must be qualified to perform all the duties required of such job classifications.
  3. In the application of paragraph 1 of this Section 14-5, transfer to a given job

classification will not necessarily qualify an employee as having the ability and skill to perform such job immediately, but will be given consideration when a bump request is made.

4. In the event there is a temporary reduction in any classification which is expected to be of short duration, the least senior employee removed from the affected classification shall be assigned to such other work as may be available in the plant without having to replace any employee. This provision is intended to avoid use of the layoff provisions above when, in the judgement of the Company, a layoff can be avoided or postponed.
5. In the event of a work force reduction, which would cause the reduction of an On-Line Truck Driver, or a Skilled Trades employee, such reduced driver or Skilled Trades employee shall have the option of taking a layoff rather than bump into the plant. If the driver or Skilled Trades employee elects layoff, he/she will have no further bumping rights during that period of layoff and will be eligible to return as a recall only to the job of On-Line Truck Driver or Skilled Trades employee. While on layoff, the driver may exercise preferential hiring rights. All Seniority rights will be maintained.
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 14-5, paragraphs 1 through 5. In such temporary layoff situation, layoffs shall be by classification, by shift by seniority.

#### Section 14-6 Layoffs and Re-Calls from Layoff

1. When reducing working forces or when production cutbacks affect the availability of work within any job classification, the bumping procedure set forth in Section 14-5 shall be used.
2. When it has been determined that a layoff will exceed two (2) days, the Company will, wherever possible, give forty-eight (48) hours notice to the employees to be

affected.

3. No grievance against layoffs or bumps will be entertained unless the Union presents such grievance to the Company within seven (7) working days after the seven (7) days assignment period referred to in Section 14-5.
4. On layoffs and re-calls, at least one (1) member of the Grievance Committee or other Local Union official will be called into the Human Resources to discuss and agree upon who the proper employees are for layoffs and re-call.
5. In cases of layoffs and re-calls from layoff, the Company shall make every reasonable effort to avoid layoff or re-call 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. As herein set forth, it is the obligation of the Company to re-call from layoff, first the employees with the greatest Plant Seniority, provided such employees have the required ability and skill to perform such openings as may be available.

#### Section 14-7 Resumption of Job Classification

In the event the Company resumes a job classification as per this section, if the employee who held the job is not put back on the job immediately, and it is instead being filled temporarily the employee who holds that job shall be paid at the rate of his resumed job or the job where he is scheduled, whichever is higher.

1. For two (2) weeks, the job classifications may be filled by temporary assignments.
2. After two (2) weeks, the employees who hold claim to such job classifications shall be returned to them.

#### Section 14-8 Disabled Employees

In the event an employee is medically certified as disabled and becomes incapable of performing his/her job classification, he/she shall be removed from the job classification. Such employee shall be assigned by the Company to another job

classification provided an open job classification should exist for which he/she is physically capable. If the disability is medically certified as permanent, the employee shall relinquish seniority claim to his/her bid job classification and utilize the bumping procedure. If the Company requires medical certification for this purpose, in addition to existing medical records, the Company will pay the cost of the first such examination by a Company appointed physician. The provision of the Section shall be effective, in accordance and consistent within the applicable provisions of existing Worker's Compensation Laws, the ADA or any other applicable State or Federal statutes.

#### Section 14-9 Miscellaneous

1. Up-to-date Plant Seniority lists shall be furnished to the Union on January 10 of each year. The Company shall notify the Union within twenty-four (24) hours of all hires and layoffs.
2. The Company will endeavor, where practicable, to use bargaining unit employees for work normally performed by them in the plant, provided that the Company has the equipment necessary and provided that the Bargaining Unit employees are qualified, in the judgement of the Company, to perform such work efficiently, and economically, within the time available for the completion of the project
3. When an employee fails two (2) bid trial periods for the same classification, he/she shall be excluded from further bidding in that classification.
4. The Company shall be able to assign Maintenance or Electrical employees among all of the Company's plants in Berks County, as needed, in emergency situations. Before requiring such employees to work in other facilities, volunteers will be sought. If sufficient volunteers are not obtained, employees will be forced to accept such assignments by first moving junior employees. Furthermore, employees will not be forced to move in these situations for more than three (3) consecutive days.

#### Section 14-10 Sharing Hours of Work

1. All hours of work Monday through Friday will be divided as equally as possible and practical among the employees working on the job or classification involved.
2. Wherever possible, all overtime and premium time work will be equalized in accordance with the provisions of Article X, Section 10-6.
3. Non-standard extra work, such as scheduled plant cleanup, etc., which logically does not specifically belong to any job or classification, shall be distributed among employees according to the following provisions, provided such employees have the ability and skill to perform the work:
  - a. If such work occurs during the regular work week, it shall be performed by employees having the greatest plant Seniority in the order of the normal work week equalization records.
  - b. If such work occurs on Saturday or Sunday, it shall be distributed as equally as possible.
4. It is agreed that the "fair day's work for a fair day's pay" concept applies on abnormal shifts as well as it does on normal shifts so long as it does not violate specific provisions for Sharing Hours of Work in this Agreement.
5. Annual inventory work shall be scheduled in the following manner, provided the employees have the ability and skill to perform the work:
  - a. Employees who volunteer, giving Plant Seniority the preference.
  - b. If additional persons are needed, the least senior qualified persons.

The exception to the above procedure is the employees of Electrical, Maintenance and Machine Shop Departments who shall be required to perform their own inventory unless they are otherwise scheduled. A reasonable attempt will be made to allow all employees working during inventory to earn thirty-two (32) hours of pay per week, including holiday pay.

6. After a weekly schedule is posted, production or RDC employees who are denied work opportunities on such schedule shall not be able to bump employees in the other operations and claim available hours.

Section 14-11

Any conditions or circumstances which may arise and are not provided for in this Article shall be resolved between the parties by mutual agreement.

ARTICLE XV

WAGES

Section 15-1 Hourly Base Rates and Job Evaluation

1. A schedule of the hourly base rates of pay for each Job Classification is attached hereto and marked "Exhibit A" and made a part of this Agreement.
2. A schedule entitled, "Job Evaluation Plan for Plant Jobs" is attached hereto, and marked "Exhibit C" and made a part of this Agreement.
3. The Company reserves the right to raise the pay rates of any classification without raising the pay rates of other classifications without discrimination.

Section 15-2 Transfers

1. When an employee is required to transfer, he/she shall receive the rate of their job or the rate of the job to which he/she is transferred, whichever is higher.
2. When an employee is transferred as a result of the seniority of work sharing provisions of this Agreement, a warranted demotion, or at his/her own request, he/she shall be paid the rate covering the job to which he/she is transferred.
3. When an employee is transferred because of equipment breakdown or scheduled equipment repair, he/she shall be paid in accordance with the provisions of paragraph 1 of this Section 15-2.
4. An employee's regular job for purposes of this Section 15-2 is the job to which he/she has been scheduled for any given week.
5. An employee scheduled to work on a light duty assignment shall receive the rate of the job or jobs to which he/she is assigned, not scheduled.

### Section 15-3 Meal Allowance 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 5/16/14 said meal allowance shall be increased to six dollars (\$6.00).

### Section 15-4 Tool Allowance

Skilled trade classifications (not including helpers) are eligible to receive a \$100.00 tool allowance per contract year to purchase tools necessary to perform their job at the Company. Employees will be reimbursed after they submit receipts to prove purchase. Tools broken on the job will be replaced, tools lost will not.

## ARTICLE XVI SHIFT DIFFERENTIALS

### Section 16-1 Afternoon and Night Shift Differentials

For hours worked by an employee on the second shift there shall be paid a premium rate of twenty-six (\$.26) per hour.

For hours worked by an employee on the third shift there shall be paid a third shift differential of twenty-nine (\$.29) per hour.

### Section 16-2 Methods of Payment of Shift Differentials

For the purpose of applying the shift differentials specified in Section 16-1 of this Article, 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:

1. 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.
2. 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 on the third shift.

3. 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.

#### Section 16-3 Normal Shift Starting Times

For the purposes of this Article, shifts shall be identified in accordance with the following:

1. First shift includes all shifts regularly scheduled to commence between 5:00 A.M. and 9:00 A.M., inclusive.
2. Second shift includes all shifts regularly scheduled to commence between 1:00 P.M. and 5:00 P.M., inclusive.
3. Third shift includes all shifts regularly scheduled to commence between 9:00 P.M. and 1:00 A.M., inclusive.

#### Section 16-4 Shift Differentials for Abnormal Shifts

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.

#### Section 16-5

Shift differentials shall be included in the calculations of overtime compensation.

#### Section 16-6 Shift Differentials on Reporting and Call-In Payments

Shift differentials shall be paid for hours worked or allowed as reporting and call-in pay under Article XIII when the hours for which payment is made would have called for a shift differential, if worked.

## ARTICLE XVII

## SAFETY AND HEALTH

### Section 17-1

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/or health hazards.

### Section 17-2

When special protective equipment and clothing is required to properly safeguard the health and safety of an employee and protect the employee from injury, it shall be provided by the Company without cost to the employee as needed. Employees provided with such equipment and clothing shall be required to use and wear same.

### Section 17-3

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

### Section 17-4

The Company and the Union shall establish a Joint Safety Committee which will focus on reducing the injury rate and regulatory compliance and make necessary recommendations to the Management for the elimination of existing hazards. The recommendations and the findings of the Safety Committee shall be presented at the next

monthly meeting, which will be held within one week after the monthly tours for consideration and speedy disposition. The Company shall be represented by the Safety Department or his/her authorized representative. The Company shall furnish a monthly report to the Committee listing thereon name of injured, lost time, if any, action taken to eliminate cause of accident. The Company agrees to pay one half (1/2) lost wages for Union Safety Committee members attending training sessions to a maximum Company payment of 7 days per year.

#### Section 17-5

No employee shall be required to perform any work which has been established by the above described joint Company and Union Safety Committee as being unsafe or detrimental to the employee's health. Should a dispute arise concerning matters of safety in the plant, such dispute will be resolved by Management. Such decision shall be subject to the grievance procedure.

#### Section 17-6

When an employee is injured during his/her working hours and is hospitalized or sent home by order of the attending doctor or nurse, he/she shall be paid for the balance of his/her full shift at the respective hourly rate of the job at which the employee was injured.

#### Section 17-7

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

#### Section 17-8

Whenever possible, semi-private rooms shall be provided for employees hospitalized through industrial accidents or industrial disease at the hospital of the employee's choice,

whenever possible.

#### Section 17-9

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

#### Section 17-10

The Company shall appoint a Corporate Safety Coordinator and shall notify the Union of such Appointment.

#### Section 17-11

The Director of the International Safety and Health Department or his designee, along with the servicing Staff Representative, shall be permitted access after proper notice to the workplace of the Company for the purpose of determining fact and inspecting facilities where disputes or other safety and health related problems have developed between the Local Union and the Company.

#### Section 17-12

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 provided proper notification is given to the Company.

#### Section 17-13

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.

## ARTICLE XVIII

## MILITARY SERVICE

### Section 18-1

Any employee who, during the life of this Agreement, enters the Armed Forces of the United States, shall be afforded such rights as may be provided by laws upon compliance with the provisions of such laws.

### Section 18-2

A reasonable program of training shall be given in the event an employee does not qualify to perform work on his/her former job or job of like seniority status and pay to which he/she may be entitled to under Section 18-1.

### Section 18-3

Any employee entitled to reinstatement under this Article, who applies for re-employment and who desires to pursue a course of study in accordance with the Federal Law granting him/her such opportunity before or after returning to his/her employment with the Company, shall be granted a leave of absence for such purpose; provided that an employee who desires such a leave of absence after returning to his/her employment with the Company shall have it granted only if he/she notifies the Company, in writing, within one (1) year from the date he/she is re-employed, of his/her intention to pursue such a course of study. Such leave of absence shall not constitute a break in the record of continuous service of such employee, but shall be included therein, provided the employee reports promptly for re-employment after the completion or termination of such course in study. Any such employee must notify the Company and the Union, in writing, at least once each year of his/her continued interest to resume active employment with the Company upon completing or terminating such course of study.

### Section 18-4

Any employee entitled to reinstatement under this Article, who returns with service-connected disability incurred during the course of his/her service, shall be assigned to any vacancy, which shall be suitable to such impaired condition during the continuance of such disability irrespective of seniority; provided, however, that such impairment is of such a nature as to render the veteran's returning to his/her own job or department onerous or impossible; and provided further that the veteran meets the minimum physical requirements for the job available or for the job as Management may be able to adjust it to meet the veteran's impairment.

## ARTICLE XIX

## LEAVE OF ABSENCE

### Section 19-1 Application

Upon written application to the Human Resources, a leave of absence may be granted to employees at the discretion of the Company without discrimination.

### Section 19-2 Duration

A leave of absence shall be for a specified period of time, but shall not exceed thirty (30) calendar days except in extreme cases in which the employee presents, before the expiration of the period of the initial leave of absence, satisfactory evidence which, in the judgement of the Company, justifies an extension. In any event, no leave of absence shall be for a period greater than ninety (90) calendar days unless agreed to by the Company and the Local Union or unless permissible under other provisions of this Agreement.

### Section 19-3 Leave of Absence for Union Activity

1. An employee who is selected or appointed to an office in the International Union (or the AFL/CIO), the duties of which require the employee's absence from work, will be granted an International Union office leave.

2. Duration of International Union office leave shall be for a period not in excess of one (1) year.
3. Application for such leave, certifying that the employee was elected or appointed to an office in the International Union, shall be made, in writing, to the Human Resources. Such leaves of absence under this Section shall be limited to a reasonable number of employees at any one time.

#### Section 19-4 Continuation of Seniority

Seniority shall not be broken by reason of a leave of absence and shall accumulate during such period of leave of absence, provided, however, that any employee who fails to make themselves available at the Personnel Office for such work, if any, as may be available on the first work day following such leave, shall be considered to have quit as of the first day of such leave of absence and his/her seniority shall be canceled. Any employee who engages in other employment without the written consent of the Company and the Local Union during the period of a leave of absence, shall be considered to have quit as of the first day of such leave of absence, and his/her seniority shall be canceled. All leaves of absence under this Article shall be without pay. A copy of each letter from the Company granting or denying requests for a leave of absence shall be furnished to the Local Union.

#### Section 19-5 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. Vacation days used under this provision shall be taken in day increments if the FMLA request does not span an entire week. Any remaining vacation an employee has of less than a week shall be taken as part of a full weeks vacation with vacation payment made for the days remaining only.

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, LLC., 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 Human Resources 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, LLC. 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, Cambridge-Lee Industries, LLC. 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.

In the event an employee uses a paid vacation day as an FMLA day, such day shall be considered as time worked for the purpose of computing overtime.

## ARTICLE XX                    JURY SERVICE AND BEREAVEMENT PAY

### Section 20-1

1. 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 straight time hourly rate (or ten (10) hours of pay if on a ten (10) hour schedule) and the payment he/she receives for jury service. The employees will present proof of service and the amount of pay received therefor. 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 Human Resources immediately upon receipt of same.

2. Payments for jury duty 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 20-2

1. In the event of death of a father, mother, brother, sister, husband, wife, son, daughter, mother-in-law, father-in-law, stepfather, stepmother, stepson, stepdaughter, grandparents or grandchildren of an employee, such employee shall, upon request, be entitled to a maximum of three (3) days off with pay while attending services. 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.
2. It is understood that payment for such days will be limited to a maximum of twenty-four (24) hours of actual straight time pay lost from normally scheduled work (or thirty (30) hours of pay if on a ten (10) hour schedule) on the three (3) days beginning with the day of death, the day following death and the day of interment or cremation, or the day following death, the next day and the day of interment or cremation.

ARTICLE XXI GROUP INSURANCE PLAN

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 XXII 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 May 16, 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 May 16, 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.

ARTICLE XXIII GENERAL

Section 23-1 Notices

Any written notice or written request required under this Agreement shall be given to the appropriate party designated 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 19612-4026



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 23-4 Effect of Legislation

1. Should applicable Federal or State Law compel the cancellation or modification of any provision of this Agreement at any time during the terms 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 changes 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 (a) of this Section, it is understood that no other provision of this Agreement shall be invalidated thereby.

#### Section 23-5 Past Practices and Waiver of Liability

The Company will not be bound by any past practices of the former Company, unless such practices are in writing and are expressly agreed to by the parties to this Agreement. Furthermore, the Company does not accept any liabilities whatsoever (including liability for pending and/or unfiled grievances) of the former Company.

## ARTICLE XXIV

## TERMINATION DATE

#### Section 24-1 Duration

The Agreements of the parties contained in this Agreement shall become effective as of May 16, 2012, except as provided otherwise, and shall continue in effect to and including midnight of May 15, 2017.

Section 24-2 Notice to Negotiate

Either party may, on or before March 15, 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 shall meet within thirty (30) days after March 15, 2017, or March 15th of any subsequent applicable year to negotiate with respect to such matter.

Section 24-3 Serving of Notice

Any notice to be given under this Article shall be given by registered or certified mail; if by the Company, addressed to the United Steelworkers, 625 North Charlotte Street, 2<sup>nd</sup> Floor North, Pottstown, PA 19464 if by the Union to the Company at Cambridge-Lee Industries, Inc., Post Office Box 14026 Reading, PA 19612-4026. Either party may, by like written notice, change the address to which registered or certified mail notice to it shall be given.

IN WITNESS WHEREOF, this Agreement has been duly executed and signed as of  
May 16, 2012.

UNITED STEELWORKERS

CAMBRIDGE-LEE INDUSTRIES, INC.

BY: Leo W. Reed  
INTERNATIONAL PRESIDENT

BY: Alvin D. [Signature]

BY: [Signature]  
INTN'L SECRETARY/TREASURER

BY: [Signature]

BY: Thomas Conway  
INTN'L V. PRES.-ADMINISTRATION

BY: Lynn L. [Signature]

BY: Fredrick D. Redmond  
INTN'L V. PRES.-HUMAN AFFAIRS

BY: John P. DeGazio  
DIRECTOR DISTRICT 10

BY: A. Steven Gombos  
STAFF REPRESENTATIVE

LOCAL UNION COMMITTEE

---

BY: Tom Gauld

BY: [Signature]

BY: Ron Troelsch

BY: Rud Arney

EXHIBIT A

STANDARD JOB CLASSIFICATIONS  
AND HOURLY RATES OF PAY

Job Classification	Rate Effective Date:				
	<u>5/16/12</u>	<u>5/16/13</u>	<u>5/16/14</u>	<u>5/16/15</u>	<u>5/16/16</u>
PRODUCTION					
Annealing Furnace/Laborer	16.45	16.85	17.25	17.70	18.20
Annealing Furnace Loader	17.92	18.32	18.72	19.17	19.67
Annealing Furnace Operator	18.42	18.82	19.22	19.67	20.17
*Drop Block Operator/Pointer	18.94	19.34	19.74	20.19	20.69
*Finish Line Operator	19.34	19.74	20.14	20.59	21.09
*Finish Line Helper	18.02	18.42	18.82	19.27	19.77
Finish Saw Operator	18.02	18.42	18.82	19.27	19.77
Inspector Packer	17.92	18.32	18.72	18.77	19.27
Press A Man	19.49	19.89	20.29	20.74	21.24
Press B Man	18.68	19.08	19.48	19.93	20.43
Spinner Block Operator	19.34	19.74	20.14	20.59	21.09
Lay Wind Operator	18.83	19.23	19.63	20.08	20.58
Bench Operator	18.64	19.04	19.44	19.89	20.39
Basket Handler	17.99	18.39	18.79	19.24	19.74
Janitor	17.14	17.54	17.94	18.39	18.89
Press Reeler/Serviceperson	19.19	19.59	19.99	20.44	20.94
Serviceperson	18.02	18.42	18.82	19.27	19.77
Straddle Truck Driver	17.76	18.16	18.56	19.01	19.51
Utility Person	17.55	17.95	18.35	18.80	19.30
*Laborer	17.14	17.54	17.94	18.39	18.89
Basket Repair Person	18.07	18.47	18.87	19.32	19.82
Cleaning Room	18.94	19.34	19.74	20.19	20.69

ACR Packer	17.67	18.07	18.47	18.92	19.42
ACR Cleaner	17.55	17.95	18.35	18.80	19.30
Redraw Packer/Loader	17.82	18.22	18.62	19.07	19.57
Danielli	19.34	19.74	20.14	20.59	21.09
Pointer-Relief/ASMAG	19.19	19.59	19.99	20.44	20.94
Automotive Welder	18.07	18.47	18.87	19.32	19.82
Maintenance Laborer	18.33	18.73	19.13	19.58	20.08
CTDM Operator	19.34	19.74	20.14	20.59	21.09
CTDM Service	18.02	18.42	18.82	19.27	19.77
Warehouseperson	17.80	18.20	18.60	19.05	19.55

#### RDC

Maintenance Laborer	18.33	18.73	19.13	19.58	20.08
Bundler	17.55	17.95	18.35	18.80	19.30
Laborer	17.55	17.95	18.35	18.80	19.30
Lift Truck Driver	17.55	17.95	18.35	18.80	19.30
Magnatester Operator	17.86	18.26	18.66	19.11	19.61
Scaleman	17.76	18.16	18.56	19.01	19.51
Marker	17.76	18.16	18.56	19.01	19.51
Small Truck Driver	17.96	18.36	18.76	19.21	19.71
Warehouse Person	18.02	18.42	18.82	19.27	19.77
Packer/Loader	18.07	18.47	18.87	19.32	19.82
Stake Body	18.78	19.18	19.58	20.03	20.53
Commercial Driver	18.88	19.28	19.68	20.13	20.63
Jockey Driver	18.52	18.92	19.32	19.77	20.27
Plumbing Driver	18.88	19.28	19.68	20.13	20.53
Phila. Driver	18.88	19.28	19.68	20.13	20.63
Packer/Loader IMD	18.37	18.77	19.17	19.62	20.12

#### MAINTENANCE

Plant Oiler	18.07	18.47	18.87	19.32	19.82
Tube Die Repair A	19.59	19.99	20.39	20.84	21.34

Shipper	17.76	18.16	18.56	19.01	19.51
Electrician (Class A)	21.59	21.99	22.39	22.84	23.34
Electrician (Class B)	20.59	20.99	21.39	21.84	22.34
Electrician (Class C)	19.59	19.99	20.39	20.84	21.34
Machinist (Class A)	21.59	21.99	22.39	22.84	23.34
Machinist (Class B)	20.59	20.99	21.39	21.84	22.34
Machinist (Class C)	19.59	19.99	20.39	20.84	21.34
Millwright (Class A)	21.59	21.99	22.39	22.84	23.34
Millwright (Class B)	20.59	20.99	21.39	21.84	22.34
Millwright (Class C)	19.59	19.99	20.39	20.84	21.34

\* Incumbents in Classification on May 16, 2012 covered in respective side letter.

\*\* Must be hired prior to May 20, 1996 to be eligible for these rates and own job by bid or transfer to job to be eligible for these rates.

- 1 - Shift Difference - 2nd Shift - .26 per hour
- 2 - Shift Difference - 3rd Shift - .29 per hour
- 3 - Probationary employees are paid fifty cents (\$.50) per hour less than above listed rates.
- 4 - Employees who perform on the job training functions shall receive a fifty (\$.50) cent per hour training add-on when performing such training. The Company reserves the right to choose which employees will be trainers.

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 June 1, 2014 said benefit shall be increased to \$34,000.00. Effective June 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 June 1, 2013, \$360.00 per week effective June 1, 2014, and \$370.00 per

week effective June 1, 2015 and and \$380.00 per week effective June 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.

EXHIBIT "C"

JOB EVALUATION PLAN FOR PLANT JOBS

In the event it is necessary to set a rate of pay for a newly established and/or changed bargaining unit job classification, the parties agree to jointly examine the job duties, responsibilities and qualifications needed to perform the requirements of such newly established and/or changed job. These factors will be compared to other comparable positions in the plant in order to establish an agreed upon rate.

In the event the parties can not agree on the factors and/or the rate, such job rate shall be subject to the grievance and arbitration procedure

EXHIBIT "D"

SEC 1-1

SAFETY RULES

The following Plant 1 and Plant 4 Safety works rules and methods for handling violations have been established to provide consistent and equitable treatment of all employees. These rules are designed to protect the Company's rights and property as well as the rights and property of each employee. These rules are not established to impose punishment on employees but to provide progressive disciplinary action in order to correct undesirable situations.

GROUP I FIRST OFFENSE - DISCHARGE

1. Failure to follow lockout procedure,
2. Unauthorized removal of safety devices, repair tags, lockout tags and or locks from machinery or equipment.
3. Horseplay in the plant or on other Company property which results in physical injury to a person,
4. Smoking in restricted areas,
5. Unauthorized closing of electrical circuits,
6. Willful violation of any shop rules which result in injury to any person.

GROUP II REMAINS ON FILE FOR 1-1/2 YEARS

FIRST OFFENSE: THREE DAY SUSPENSION

SECOND OFFENSE: FIVE DAY SUSPENSION

THIRD OFFENSE: DISCHARGE

1. Operation of any moving vehicle while operator is not in proper operating position.

GROUP III REMAINS ON FILE FOR ONE YEAR

FIRST OFFENSE: WRITTEN WARNING

SECOND OFFENSE: TWO DAY SUSPENSION

THIRD OFFENSE: FIVE DAY SUSPENSION

FOURTH OFFENSE: DISCHARGE

1. Operating mobile equipment in a reckless manner.
2. Failure to maintain clean and orderly work areas

GROUP IV

REMAINS ON FILE FOR ONE YEAR

FIRST OFFENSE: VERBAL WARNING

SECOND OFFENSE: WRITTEN WARNING

THIRD OFFENSE: TWO DAY SUSPENSION

FOURTH OFFENSE: FIVE DAY SUSPENSION

FIFTH OFFENSE: DISCHARGE

1. Failure to wear safety equipment:
  - a. Safety glasses with side shields
  - b. Safety shoes (Steel tips) with recommended metatarsal guards.
2. Blocking electrical panels, fire extinguishers, stationary ladders, fire hose reels, exit doors, stretchers and emergency blankets.
3. Failure to secure all gas bottles.

SEC 1-2

SHOP RULES

The following shop rules and methods for handling violations have been established to provide consistent and equitable treatment of all employees. These rules are designed to protect the Company's rights and property as well as the rights and property of each employee. These rules are not established to impose punishment on employees but to provide progressive disciplinary action in order to correct undesirable situations.

It is important that each employee read and understand these shop rules.

GROUP I

FIRST OFFENSE: DISCHARGE

1. Conviction of a felony.
2. Possession, use or distribution of intoxicants, drugs or controlled substances on Company property.
3. Theft of Company or another employee's property.
4. Willful destruction of Company or another employee's property.
5. Possession of deadly weapons on Company property.
6. Willfully falsifying Company records with intent to defraud the Company, as well as making false claims for insurance benefits.
- ⑦ Inciting or interfering with co-workers to hinder or limit production.
8. Assault or fighting in plant or on Company property. The aggressor shall be subject to discipline
9. Changing the speed or feed of a machine without approval of a supervisor.
10. Insubordination including refusal or failure to perform assigned duties on Company property or failure to comply with the instructions of supervisor.
11. Unauthorized absence from plant buildings during scheduled hours including lunch and clean-up times.

GROUP II

REMAINS ON FILE 1-1/2 YEARS.

FIRST OFFENSE: THREE DAY SUSPENSION

SECOND OFFENSE: FIVE DAY SUSPENSION

THIRD OFFENSE: DISCHARGE

1. Deliberately making, lying about, or concealing scrap or defective work.
2. Destruction of Company property because of negligence.
3. Sleeping while on duty.
4. Unsatisfactory or overt effort to restrict output.
5. Neglect of job duties and responsibilities including failure to report breakdowns, lack of material, crane delay, etc.

6. Operating equipment or machinery without authorization.
7. Performing work not authorized by supervisor.
8. Disorderly conduct including threatening another employee with bodily injury, gambling on Company property or throwing objects.
9. Abusive or threatening language to fellow employees or officials of the Company.

GROUP III

REMAINS ON FILE 1 YEAR

FIRST OFFENSE: WRITTEN WARNING

SECOND OFFENSE: TWO DAY SUSPENSION

THIRD OFFENSE: FIVE DAY SUSPENSION

FOURTH OFFENSE: DISCHARGE

1. Making false statements inducing the Company to excuse employees from work or to excuse lateness.
2. Punching out before end of shift except by permission of supervisor.
3. Negligence or carelessness which, in the judgment of a supervisor, could cause minor damage, or negligence or carelessness which does result in minor damage.
4. Failure to punch in or out at shift change except by permission of supervisor.
5. Leaving work area to make telephone calls without permission of supervisor.
6. Spoiling work by careless handling of tools, equipment, materials or products.

GROUP IV

REMAINS ON FILE 1 YEAR

FIRST OFFENSE: VERBAL WARNING

SECOND OFFENSE: WRITTEN WARNING

THIRD OFFENSE: TWO DAY SUSPENSION

FOURTH OFFENSE: FIVE DAY SUSPENSION

FIFTH OFFENSE: DISCHARGE

1. Failure to deposit trash, garbage or butts in proper containers.
2. Failure to be at job ready to work at the scheduled starting time.
3. Abuse of lunch and clean-up times.
4. Excessive time away from job.
5. Refusal to work overtime. If no refusal of overtime occurs in a six (6) month period, the oldest violation will roll off and the level will revert back one step.
6. Failure to park in areas designated for employee parking except by permission of a supervisor.

## ABSENTEE CONTROL POLICY

ABSENCE FROM WORK

Absenteeism and tardiness is a serious concern of Cambridge-Lee Industries. It is important that employees be on their jobs ready to work at the start of their shift every work day. The first and basic responsibility for every employee of the Company is to report for work regularly and promptly. A Company can operate productively provided it can depend on regular attendance and promptness from all employees. In order to have our absentee control policy applied fairly and consistently to all employees, the following policy is designed to discourage absenteeism and tardiness and to permit employees an opportunity to remedy a situation that is directly responsible for this problem.

ABSENCE

Absence is defined as an employee who fails to report for and remain at work as scheduled. Listed below are types and definitions of absences that are charged against your attendance record and for which disciplinary action is taken.

Reported Absence: Failure to report for work as scheduled, however, the report off procedure has been followed.

Unexcused Absence: Failure to report to work as scheduled and failure to report off from work.

Absence Late Report: Failure to report for work as scheduled and failure to report off from work prior to the start of your scheduled shift.

**Consecutive Absences:** Failure to report to work as scheduled because of illness for two or more consecutive days.

Absences for the following reason will not be charged against an employee's attendance record if the specific requirements are met.

**Excused Absence:**

An employee who requests a day off prior to the day of absence and it is granted by his plant manager or assistant manager.

**Funeral Leave:**

A requested approved leave of absence supported by a documentation, e.g. newspaper clipping, that a death has occurred.

**Military Leave:**

A requested leave of absence supported by military orders.

**Union Leave:**

A requested leave of absence for a bona fide union activity, i.e. convention or conference.

**Jury Duty:**

A requested leave of absence that is supported by a judicial document stating that you have been selected to serve on jury duty.

**Personal Leave:**

A leave of absence for reason other than the aforementioned that has been granted by

your Plant Manager or Director of Operations.

### TARDINESS

Tardiness is a failure to clock in, failure to clock in before the prescribed starting time and/or failure to be at your work station before and after your scheduled break and lunch periods.

### POINT PROCEDURE

A disciplinary point procedure shall be used as a guideline for the supervisor to initiate corrective action with his employees who are excessively absent.

Absence, call in	1 Point
Absence, no report	3 Points
Tardiness	½ Point
Leaving early	½ Point
Illness, consisting of one day or Consecutive days duration (occurrence)	1 Point (per occurrence)
Late report off	1 ½ Points
Late report off after the start of the scheduled shift	2 Points
Late report off four (4) hours after start of shift	3 Points
Failure to work the scheduled day before and/or after a holiday	1 Point

The following schedule indicates levels at disciplinary action for excessive absenteeism will be made:

3 Points	Verbal Warning
6 Points	Warning Letter 1

9 Points	Warning Letter 2 that suspension will result at twelve (12) points
12 Points	Three (3) days suspension - with letter warning that termination will result at fifteen (15) points.
14 Points	Five (5) days suspension - with letter warning that termination will result at fifteen (15) points.
15 Points	Termination of employment.

Employee who does not receive any additional disciplinary points for a period of twenty-six (26) consecutive weeks will have all points removed from his record. One (1) point will be removed from the previous month's point accumulation for each calendar month of perfect attendance. A negative accumulation cannot occur.

In order to prevent an excessive amount of absenteeism, any employee accumulating seven (7) or more points in any calendar month will be terminated.

When Saturday and/or Sunday work is scheduled in advance, all the above rules on absenteeism and tardiness will apply.

### REPORT OFF PROCEDURE

Employees report off or who are going to be late for work are to call...(610) 926-7302. When reporting off from work or tardiness, employees are to state their name, employee code number, reason for absence or tardiness and when the Company may expect their return or report for work.

All employees must report off at least one-half (2) hour prior to the start of their scheduled work shift.

Employees on extended absences, greater than one (1) week's duration, must report off each Friday instead of each day of absence after the initial call to report off has been made. However, employees on a designated sick leave, after the initial call requesting placement on

sick leave, are no longer required to report off. Employees returning to work from sick leave are required to inform the Company two (2) days prior to their expected date of return. The Company reserves the right to direct employees to see Company physician for verification of status.

### UNIFIED POINT SYSTEM

1 Point	Absence
3 Points	Absence, no report off
½ Point	Late
½ Point	Leave early
1 ½ Points	Late report off
2 Points	Late report off after the start of the scheduled shift
3 Points	Late report off - four (4) hours after start of shift
1 Point	Absence the day before and/or after a holiday

### GOOD MONTHS - REMOVES POINT

#### THE FOLLOWING SITUATIONS DO NOT AFFECT A "GOOD MONTH":

Lack of work, jury duty, bereavement, military leave, union business, excused absence.

#### OTHER "GOOD MONTH" SITUATIONS

If an employee has a good month, except when he is suspended because of a previous absence, he does lose the point at the end of the month. If an employee has an excused absence, he gets no point and it is considered a point free calendar month. If an employee works his suspension and has no other points assigned, it is considered a point free calendar month and one (1) point is removed from his attendance record.

Twenty-six (26) weeks - "Perfect" attendance - (may have 1/2 point) - all points removed.

Seven (7) Points in One (1) calendar month - cause for termination.

3 Points	Verbal Warning
6 Points	Warning letter 1
9 Points	Warning letter 2
12 Points	3 day suspension
14 Points	5 day suspension
15 Points	Termination

EXHIBIT "E"

MISCELLANEOUS AGREEMENTS-- ON LINE DRIVERS

The Company and Union agree to the following adjustment to the Articles of Agreement. These adjustments will apply to employees working in the job classification of "On Line Driver".

A. DRIVER SELECTION

Openings in the classification of On Line Driver will be posted for bid in accordance with the provisions of Section 14-4 of the Articles of Agreement. These bids will be awarded in accordance with the provisions of this Section 14-4, provided the employee meets the following requirements and can perform the entire job immediately:

- a) 21 years of age.
- b) Successful completion of a road test set up by the Company, the written test required by DOT, and a physical required by ICC.
- c) Must be bondable.

B. LAYOFFS AND RECALLS FROM LAYOFF

In order for any employee to bump into the classification of On Line Driver, such employee must be able to perform the entire job immediately and meet the requirements set forth in Paragraph A above.

C. RATES OF PAY

1. Single Person Operation

- a) Effective hourly rate as set forth in Exhibit A.
- b) The mileage rate shall be \$.50 per mile.

2. Two Person Operation:

- a) Effective hourly rate as set forth in Exhibit A.
- b) The mileage rate shall be \$.25 per mile.

Trip routes shall be determined by the Company and a trip mileage shall be determined based upon the number of miles routed at the effective per mile rate. Should conditions force the employee to take alternate routes, the additional mileage shall be compensated at the effective per mile rate.

Whenever the hourly rate applies, it shall be paid for an employee on duty, but shall not apply to the person whose log shows he/she is on a rest period at the time. Such hourly rate will be paid at the straight time rate when on a trip.

### 3. Delays

Drivers delayed due to breakdowns or impassable highways shall be paid at the hourly wage rate for all time spent on such delays, commencing with the onset of the delay, but not to exceed eight (8) hours out of each twenty-four 24 hour period. Where the employee is required to remain with his/her equipment during such breakdowns or impassable highway, he/she shall be paid for all such delay time at the regular hourly rate.

### 4. Layovers

When an employee is required to lay over away from his/her home domicile, layover pay shall commence following the fourteenth (14th) hour after the end of such run. The employee shall receive layover pay for up to eight (8) hours on the twenty-four (24) hours of the layover period commencing after the run ends. While on layover which has exceeded fourteen (14) hours, there shall be a daily meal allowance for each person of \$35.00 per day. Effective 5/16/13 said meal allowance increases to \$36.00 per day and effective 5/16/15 said meal allowance increases to \$37.00 per day.

### 5. Lodgings

Road drivers away from their home domicile shall be supplied with suitable lodgings. Should the drivers need to provide their own lodgings, they will be recompensed for

reasonable lodging expense actually incurred and verified by a receipt.

6. Loading and Unloading

Drivers shall be required to load and unload and shall be paid the regular hourly rate for time actually spent in such loading and unloading.

7. Dress Code

The Company agrees that if any employee is required to wear any kind of uniform, such uniform shall be furnished and maintained by the Company.

The Company has the right to establish and maintain reasonable standards for wearing apparel and personal grooming.

D. RULES AND REGULATIONS

The following rules and regulations and the respective penalties prescribed are applicable and binding to all employees working in the classification of On Line Driver.

Nothing contained in the rules and regulations shall abrogate the employee's right to challenge any disciplinary action of the Employer by utilization of the grievance machinery contained in The Articles of Agreement.

Section 1 - Accidents

a) Major chargeable accident after full investigation and review of driver's past record.

b) Minor chargeable accidents:

First Offense:	Reprimand
Second Offense:	3 Day Suspension
Third Offense:	1 Week Suspension
Subsequent Offenses:	Subject to Discharge

c) Failure to report all accidents promptly or within 24 hours of occurrence:

- First Offense: 3 Day Suspension
- Second Offense: 1 Week Suspension
- Subsequent Offenses: Subject to Discharge
- d) Failure to report personal injury to major accident immediately:
  - First Offense: Subject to Discharge

Section 2 - Equipment

- a) Carelessness causing damage to equipment:
  - First Offense: Reprimand
  - Second Offense: 3 Day Suspension
  - Subsequent Offenses: Subject to Discharge
- b) Failure to report defective condition of equipment:
  - First Offense: Reprimand
  - Subsequent Offenses: 3 Day Suspension
- c) Unauthorized use of motor vehicles:
  - Subject to Layoff or Discharge
- d) Failure to report breakdowns promptly:
  - First Offense: Reprimand
  - Second Offense: 3 Day Suspension
- e) Failure to take necessary safety precautions to protect load and/or equipment at all times, including safety lights, etc.:
  - First Offense: Reprimand
  - Second Offense: 3 Day Suspension
  - Subsequent Offenses: Subject to Discharge
- f) Willful damage to equipment: Subject to Discharge
- g) Unauthorized passengers: Subject to Discharge

Section 3 - Conduct

- a) Use of narcotics, drinking or possession of alcoholic beverage while on duty:
  - Subject to Discharge

- b) Drinking prior to reporting for duty where employee's condition is such that it may affect the proper performance of his/her duties:
  - First Offense: Loss of Day or Trip
  - Second Offense: 3 Day Suspension
  - Subsequent Offenses: Subject to Discharge
- c) Discourtesy to customers:
  - First Offense: Reprimand
  - Second Offense: 3 Day Suspension
  - Subsequent Offenses: Subject to Discharge
- d) Failure to turn in C. O. D. monies at first opportunity to person designated to receive same:
  - First Offense: 3 Day Suspension
  - Subsequent Offenses: Subject to Discharge
- e) Insubordination:
  - First Offense: 3 Day Suspension
  - Second Offense: Subject to Discharge
- f) Acceptance of work assignment while driver's license is under suspension:
  - Subject to Discharge

#### Section 4 - Driving Schedules

- a) Failure to complete run in scheduled running time without satisfactory explanation:
  - First Offense: Reprimand
  - Second Offense: Reprimand
  - Third Offense: 3 Day Suspension
  - Fourth Offense: 5 Day Suspension
- b) Unnecessary delaying of load or equipment:
  - First Offense: Reprimand
  - Second Offense: 3 Day Suspension
  - Third Offense: 1 Week Suspension
  - Subsequent Offenses: Subject to Discharge

c) Failure to follow Suspension as designed or instructed:

First Offense: Reprimand

Subsequent Offenses: 3 Day Suspension

#### Section 5 - Attendance

a) Failure to notify the Employer not less than four (4) hours before regular show up time when unable to report for duty:

First Offense: Reprimand

Second Offense: Loss of Day or Trip

Third Offense: 3 Day Suspension

Subsequent Offenses: Subject to Discharge

b) Reporting late for work. (Truck will be held for 15 minutes if driver calls in before starting time).

First Offense: Subject to Loss of Day or Trip

Second Offense: Subject to Loss of Day or Trip

Third Offense: Subject to Loss of Day or Trip

Fourth Offense: Subject to Discharge

c) Absent one or two successive days without notice. Penalty will not apply where satisfactory proof is given that notification by the employee was not possible:

First Offense: 1 Day Suspension

Second Offense: 3 Day Suspension

Third Offense: Subject to Discharge

#### Section 6 - Miscellaneous

a) Penalty for three (3) minor offenses in any category in a six (6) month period:  
3 Day Suspension

b) Penalty for any three (3) major offenses: Subject to immediate discharge

c) Minor offenses against any employee's record that are over six (6) month old shall be removed from the record.

d) A major offense against any employee's record that is over twelve (12) months old, with the exception of chargeable accidents, shall be removed from the record.

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Note 1: A minor offense is defined as one for which the prescribed penalty is a reprimand.

Note 2: A major offense is defined as one for which the prescribed penalty is disciplinary time off.

SIDE LETTER OF AGREEMENT #1

Mr. A. Steven Gombos  
United Steelworkers of America  
Valley Forge Business Center  
2460 Boulevard of the Generals  
Norristown, Pennsylvania 19403

Dear Steve:

During our contract negotiations for the Plant 1 & 4 Contract, the parties agreed to memorialize the agreements reached concerning the I.S.O. 9000 program in a letter of agreement. Such agreements are as follows:

The Company and the Union recognize the importance to the economic future of the facility that participation in the I.S.O. 9000 program brings. Therefore, the parties agree to continue joints working to insure that the facility retains I.S.O. certification. The parties also agree to work together on any necessary future certifications.

To accomplish this goal, the Company agrees to communicate program requirements and any changes in such requirements, to the Union and its members prior to implementation. Furthermore, the Company agrees, in situations where an employee has received repeated corrective actions notices for performance issues, to hold a meeting with the affected employee and Union representative to discuss the problem. Such meeting would be prior to deciding to issue formal disciplinary action and to allow the Union to discuss the issue with the employee in an attempt to correct the problem.

If the above accurately sets forth the understandings we reached during negotiations, kindly indicate same by signing in the designated space provided for below.

Very truly yours,

Marc A. Abbott

AGREED TO AND APPROVED:

A. Steven Gombos

SIDE LETTER OF AGREEMENT # 2

Mr. Steven Gombos  
United Steelworkers of America  
Valley Forge Business Center  
2460 Boulevard of the Generals  
Norristown, Pennsylvania 19403

Dear Steve

During our contract negotiations for the Plant 1 & 4 Contract, the parties agreed to delete the references made to the CWS system of establishing wage rates. In lieu of such system, the parties agreed to the following:

In the event a new job is created or if there is a significant change in a job that alters a job's relative worth compared to the agreed upon rates of other jobs in the plant(s), the parties agree to meet to set appropriate job rates. If the parties are unable to agree upon a rate, the dispute shall be subject to the grievance and arbitration provisions of the labor agreement.

It is understood that changes in work instruction or other similar requirements do not trigger any obligation on the Company's part to re-evaluate a job.

If the above accurately sets forth the understandings we reached during negotiations, kindly indicate same by signing in the designated space provided for below.

Very truly yours,

Marc A. Abbot

AGREED TO AND APPROVED:

A. Steven Gombos

SIDE LETTER OF AGREEMENT # 3

Mr. Steven Gombos  
United Steelworkers of America  
Valley Forge Business Center  
2460 Boulevard of the Generals  
Norristown, Pennsylvania 19403

Dear Steve:

In the May 2001 negotiations for the plant 1 & 4 contract, the parties agreed that the company would recognize the Union pension committee and the union civil rights committee. In recognizing these committees, the parties further agreed that the Company would not be required to grant time off from work for community service committee persons and further agreed that all time off taken by pension or civil rights committee persons would not be compensated for by the Company and that all committee meetings would only be scheduled upon giving adequate notice to the company.

If the above accurately sets forth the understandings we reached during negotiations, kindly indicate same by signing in the designated space provided for below.

Very truly yours,  
Marc A. Abbott

AGREED TO AND APPROVED:

A. Steven Gombos

SIDE LETTER OF AGREEMENT #4

Dear Steve:

In the May, 2001 negotiations for the Plants 1 & 4 contract, the parties agreed that time spent by committee members on union business that cause them to miss straight time hours from work would be counted as time worked for the purpose of computing overtime.

If the above accurately sets forth the understandings we reached during negotiations, kindly indicate same by signing in the designated space provided for below.

Very truly yours,

Marc A. Abbott

AGREED TO AND APPROVED:

A. Steven Gombos

SIDE LETTER OF AGREEMENT #6

Mr. John Shimp  
Human Resources  
Cambridge-Lee Industries

Re: Side letter Plant #4 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,

A. Steven Gombos  
Staff Representative, USW

Accepted by the Company:

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SIDE LETTER OF AGREEMENT #5

Dear Steve:

During the 2009 contract negotiations in which the parties agreed in Article XIV Seniority and throughout, to change all references of "Job or Classification" to "Job Classification," there was an additional agreements reached regarding scheduling and other related applications tied to this change. The parties agree to memorialize these agreements in this Letter of Agreement as follows:

For the job classifications of Spinner Block Operator, Drop Block Operator, Drop Block Pointer and Finish Line Operator, placement on jobs within said classifications shall be by seniority by shift. Employees on a job may change their preference with two (2) weeks' notice to supervisor. It is understood that operating efficiencies will be considered by the Company when making job placement decisions and it is further understood that work restrictions will not automatically disqualify an employee from maintaining the job classification.

John D. Shimp  
Cambridge-Lee Industries LLC  
Human Resources Manager  
PH: 610-916-7742  
FAX: 610-926-7355  
JShimp@camlee.com

## LETTER OF AGREEMENT (1)

The Company shall assign maintenance and/or electrical employees among all of its currently operating (as of May 15, 2012) Berks County facilities, as needed. Before requiring such employees to move from the facility where they hold seniority rights, volunteers will be sought. Employees volunteering must have required skills to perform required tasks. If sufficient volunteers are not obtained, employees will be forced to accept such assignments by reverse seniority (junior employees), again, provided such employees have the skill and ability to perform required tasks.

Staffing levels at the Plants will be determined by the Company based on operational needs, project and breakdown requirements and manning required for normal maintenance tasks. Movement among the Plants will be kept to a minimum to accomplish these goals. A centralized maintenance shop may be established.

Prior to working alone in an unfamiliar situation, maintenance and/or electrical employees will work with other skilled trade employees to insure that safety issues are addressed.

It is not the Company's intention to purposely use its ability to layoff skill trade employees at one facility to later transfer them to another facility to deny premium pay opportunities to those employees who normally perform such tasks at said other facility.

**LETTER OF AGREEMENT (4)**

Safety committee members will be notified of the date and time of the monthly safety committee meeting when the work schedule for the upcoming week is finalized on a Thursday at 2:45 p.m.

## LETTER OF AGREEMENT (2)

Employees who desire to receive training on a production or RDC job classification, other than their own, shall submit their request, in writing, to the Plant Manager. Such employees will be given training opportunities on such job(s) when the job owner is either on vacation, absent on long-term workers compensation or FMLA leave, or is absent receiving weekly Sickness and Accident Benefits. Employees desiring training may also be moved into jobs being performed by temporary or probationary employees to receive training.

It is understood that employee(s) desiring training will be moved in the above listed circumstances if there is an individual who can backfill their position. Training requests will be granted at times that do not disrupt normal production operations.



## LETTER OF AGREEMENT (2)

Employees who desire to receive training on a production or RDC job classification, other than their own, shall submit their request, in writing, to the Plant Manager. Such employees will be given training opportunities on such job(s) when the job owner is either on vacation, absent on long-term workers compensation or FMLA leave, or is absent receiving weekly Sickness and Accident Benefits. Employees desiring training may also be moved into jobs being performed by temporary or probationary employees to receive training.

It is understood that employee(s) desiring training will be moved in the above listed circumstances if there is an individual who can backfill their position. Training requests will be granted at times that do not disrupt normal production operations.

