

*Jack R. Costa*

# LABOR AGREEMENT

-between-

**CAMBRIDGE-LEE INDUSTRIES, LLC.**

**READING TUBE DIVISION  
PLANT #2**

-and-

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

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## AGREEMENT

THIS AGREEMENT, entered into on the date set forth below, by and between CAMBRIDGE-LEE INDUSTRIES, INC., its successors or assigns, for its copper refining plant located in Ontelaunee Township, Pennsylvania hereinafter referred to as the "COMPANY", and the UNITED STEEL PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO-CLC, 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 effects any of the Company's employees at its copper refining plant located in Ontelaunee Township, Berks County, Pennsylvania, covered by this Agreement, shall be binding upon Cambridge-Lee Industries, Inc. and shall also apply to any new plant location to which the Company might move the present plant.

## ARTICLE II

## UNION RECOGNITION

### 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 wages, benefits, hours of work and all other conditions of employment.

### Section 2-2 Employees

The term "employee", as used in this Agreement, shall apply to those employees of the Company at the above plant who are specifically included in the bargaining unit as certified by the National Labor Relations Board. Changes in job title or methods of pay of positions included with the Bargaining Unit described above shall not be made for the purposes of eliminating any of said positions from the Bargaining Unit. This shall not apply in cases of advancement of employees to supervisory and administrative positions not included within the Bargaining Unit.

### Section 2-3 Local Management

The term "Local Management" means the Human Resource Department Director or his/her authorized representatives at the plant covered by this Agreement.

### Section 2-4 Local Union

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

### Section 2-5 Supervision

Forepersons, Assistant Forepersons and other supervisory or administrative personnel not included with the Bargaining Unit shall not be permitted to perform any work consistently performed by employees within the Bargaining Unit, except in cases of emergency or extenuating circumstances, such as; to instruct employees, to correct

operating difficulties or to take the place of an absent employee until another Bargaining Unit employee can be secured. Furthermore, such Forepersons, Assistant Forepersons and other supervisory or administrative and technical personnel not included within the Bargaining Unit, may perform any operation in any department when such operation is used for the purpose of training employees who cannot be trained by employees in the Bargaining Unit, and such personnel may also perform any operation for experimental purposes providing the time, knowledge and conditions involved make it impracticable for a Bargaining Unit employee to perform the requirements of such work. The performance of such operations shall not deprive a Bargaining Unit employee of his/her regular job or earnings.

#### Section 2-6 Local Working Conditions

This Agreement shall not be deemed to deprive employees of the Company of any Local conditions or beneficial practices not covered by this Agreement which may be in effect at the plant by mutual agreement between the parties.

#### Section 2-7 Productivity Statement

- a. The Union recognizes the responsibility imposed upon it as the exclusive bargaining agent of the employees and realizes that in order to provide maximum opportunities for continuing employment, the Company must produce efficiently, safely and at the lowest possible cost consistent with fair labor standards. The Union, through its Local Committee and Plant 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.
- b. The parties will form a productivity and Job Security Committee consisting of two (2) members each from the Company and the Union. This committee will meet quarterly and will function as an advisory group to Plant Management. Purpose of this committee is to provide opportunity to employees to submit ideas and suggestions which may enhance Company operations and thus improve job security.

## ARTICLE III

## MANAGEMENT

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

## ARTICLE IV

## RESPONSIBILITIES OF THE PARTIES

### Section 4-1 Joint Acknowledgment

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

### Section 4-2 Union Acknowledgement

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

### Section 4-3 Company Acknowledgement

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

### Section 4-4 Additional Acknowledgements

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

- a. The Company and the Union shall, from time to time, keep each other advised as to the names of persons authorized to represent them. For a person to be recognized as an authorized representative of the Union or the Company, his/her right to represent must be made known by written notice to the other party.

- b. During the term of this Agreement neither the United Steelworkers nor its Local Union No. 6996 shall, directly or indirectly, expressly or impliedly, authorize, sanction, foster or support a strike, work stoppage or slowdown.
- c. The Union agrees that it will not authorize or condone any strikes, slowdowns, sit-downs, or retarding of production in any manner and that the Union will upon notice from the Company forthwith exert its efforts to halt such action, and the Company agrees that there shall be no lockouts during the life of this Agreement.
- d. Conveniently located bulletin boards shall be maintained for the use of the Union. Notices posted on such bulletin boards shall pertain to Official Union business and shall be posted only by accredited Union officers or representatives after notification thereof to the Company of such intended posting. Statements derogatory to the Company and personnel, political notices, or personal notices will not be permitted.

## ARTICLE V

## UNION MEMBERSHIP

### Section 5-1 Present Employees

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

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

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

### Section 5-3 New Employees

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

Section 5-4 Acceptance

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

Section 5-5 "Good Standing"

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

Section 5-6 Notification

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

ARTICLE VI

CHECK-OFF

Section 6-1 Check-Off

1. The Company will check off monthly dues, initiation fees and general assessments levied by the Union in accordance with its Constitution and By-Laws, each as designated by the International Secretary Treasurer of the Union, as membership dues in the Union, on the basis of individually signed voluntary check-off authorization cards in forms agreed to by the Company and the Union.
2. At the time of his/her employment, the Company will provide to each new employee for voluntarily execution an authorization 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

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

### Section 6-4 Method of Deduction

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

### Section 6-5 Insufficient Earnings

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

**Section 6-6 Lists of Employees**

1. Once each month, the Company shall furnish the Local Union Financial Secretary with a list of all New Employees hired and all employees for whom deductions have been made by the Company, together with a list of all employees who have, for any reason, been separated from the payroll. A copy of such lists shall, at the same time, be mailed by the Company to the address designated by the Union.
2. In accordance with prevailing practices in the plant, the Local Union will be notified of the reason for non transmission of dues.

**Section 6-7 Disputes**

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

**Section 6-8**

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

**Section 6-9 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 Article V and VI, or in reliance on any list, notice or assignment furnished under any such provisions.

**ARTICLE VII**

**WAGES AND HOURS**

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

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

## Section 7-2 Reporting Pay

1. Except in cases of equipment breakdown(s) or in circumstances where a lack of material exists which makes it impracticable for the Company to supply work, employees who report for work on their scheduled shift, unless notified not to report, shall be given eight (8) hours of work or eight (8) hours of pay, at their respective straight time hourly rates. In case of said breakdowns or lack of material situations, the employee, unless notified not to report, shall receive four (4) hours of work, or four (4) hours of pay at his/her straight time hourly rate. Pursuant to this provision, the Company shall have no obligation to pay employees who do not have telephones in their residences, who do not provide the Company with their current telephone number or who the Company is unable to contact if attempts are made to reach the employee two (2) hours prior to the start of his/her shift.
2. Where an employee is offered work which he/she is physically able to perform and he/she refuses to accept or perform such offered work, he/she shall then forfeit his/her reporting pay. Any employee offered such work will be provided with the proper clothing and special protective devices supplied by the Company for that job.
3. The above guarantee shall not apply in cases of strikes, work stoppages, outside power failure, fire, flood, riots or other civil disturbances, bomb scares where the police have been notified, or other acts of God which are beyond the control of the Company and which make it impractical for the Company to supply work.
4. The Company shall have no obligation to provide the work or any guarantee of 7-2(1) if an employee reports to work more than two (2) hours after his/her 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.

## Section 7-3 Emergency Call-In Pay

1. In case an employee is called in for an emergency job or for work outside of

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

2. When the Company directs an employee to perform work which belongs to another Job Description in order to correct an emergency situation resulting from equipment breakdown, the employee entitled to be called in shall be paid two (2) hours Emergency Call-In Pay. However, this shall not be construed to deprive the Company of its rights in accordance with Section 7-II.

#### **Section 7-4 Method of Payment**

For all work performed in accordance with Sections 7-2 and 7-3 above, an employee shall receive the base rate of his/her regular job or the base rate of the job to which he/she is assigned, whichever is higher. For all hours in which no work is performed, base rates shall be applied.

#### **Section 7-5 Hourly Base Rates and Job Descriptions**

1. A Schedule of the hourly base rates of pay for each Job Classification together with the Job Grade for each, is attached hereto and marked "EXHIBIT A" and made part of this Agreement.
2. The job duties for each Job Classification have been agreed upon and are described in a packet entitled "Plant Job Descriptions" and made part of this Agreement by reference.
3. Changes in said job description or descriptions of new or changed jobs which may arise in the future shall be made by the Company and a copy given to the Union. In the event the Union claims such descriptions do not accurately describe the change or new jobs, the disagreement shall be subject to the grievance procedure of this Agreement.
4. Base rates for new or changed jobs will be the same as those for existing jobs of equal scope and responsibility.

5. 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.
6. Should the parties be unable to agree upon an appropriate base rate for a new or changed job, the Company shall install a temporary rate, if necessary place an employee on the job for a period not to exceed thirty (30) days. If at the end of this time the job is not finalized, the Union will be notified and another and final thirty (30) day period will be established. It is understood that during this period the Company will notify the Union of the progress of the job at regular Second Step grievance meetings, and when a proper base rate is established, such rate will be retroactive to the date the new or changed job was put in operation.
7. When a base rate for such new or changed job is installed, the Union may, at any time before, but not later than the expiration of said thirty (30) calendar day period, file a grievance alleging that such base rate does not bear a fair relationship to other jobs in the plant. Such grievances shall be adjusted under the grievance and arbitration machinery of this Agreement. If the grievance is submitted to an arbitrator, his/her decision shall be retroactive to the date the employee was assigned to the new or changed job.
8. If it is the Company's intent to eliminate a job classification, the Company will give the Union and the job incumbent one (1) week's notice of said intention in order for the parties to meet and discuss the decision and the effects on the operation.

#### **Section 7-6 Incentive Plan**

The parties agree that the Company has the unilateral right to install an incentive or

bonus plan in the future. Such plan, should there be one, would be added to the Articles of Agreement as a Special Agreement.

### Section 7-7 Transfers

1. When an employee is transferred to or assigned any job other than his/her regular job, he/she shall be paid the rate of his/her job or the rate of the job to which he/she is transferred or assigned, whichever is higher except when (a) the transfer is at the request of the employee, (b) as a result of a warranted demotion, or (c) to comply with the seniority provisions of this Agreement. In such cases, the employee shall be paid the rate of the job to which he/she is transferred.
2. If an employee is transferred to another shift or another job, or if his/her work schedule is changed for the convenience of the Company, such employee shall not suffer a loss in earnings as a result thereof. Such employee will be entitled to share in the weekly overtime available in his/her regular Job Classification.
3. If a Bonus or Incentive Plan is implemented, the Company and the Union agree to review the applicability of this provision as it relates to transfer under such a plan.

### Section 7-8 Allowed Time

1. All employees shall be allowed a paid fifteen (15) minute break period before lunch.
2. All employees shall be allowed as presently scheduled, paid lunch periods of twenty (20) minutes duration, at or about the middle of each shift.
3. Each employee shall be allowed, and paid for at his/her hourly rate, a period of fifteen (15) minutes duration at the end of his/her shift for purposes of completing his/her daily time record and wash-up time.

### Section 7-9 Shift Schedules and Differentials

1. Shifts shall be identified in accordance with the following:
  - a. Day shift includes all turns regularly scheduled to commence between

- 6:00 A.M. and 8:00 A.M., inclusive.
- b. Afternoon shift includes all turns regularly scheduled to commence between 2:00 P.M. and 4:00 P.M., inclusive.
  - c. Night shift includes all turns regularly scheduled to commence between 10:00 P.M. to 12:00 Midnight.
2. For hours worked by an employee on the Afternoon shift, there will be paid a premium rate of twenty-six (26) cents per hour. For hours worked by an employee on the Night shift, there shall be a premium rate of twenty-nine cents (29) cents per hour
  3. For the purpose of applying the shift differentials specified in Paragraph 2 of this Section, all hours worked by an employee during his/her workday shall be considered as worked on the shift on which he/she begins work, except that:
    - a. If an employee begins work at the start of the first shift and works throughout such shift and continues to work into the second shift, he/she shall be paid the second shift differential for all hours worked by him/her on the second shift.
    - b. If an employee begins work at the start of the second shift, he/she shall receive the second shift differential for all hours worked. But if such an employee works a third shift, he/she shall be paid the third shift differential for all hours worked by him/her on the third shift.
    - c. If an employee begins work at the start of the third shift and works any hours on the first shift, he/she shall receive the third shift differential for all hours worked on the first shift.
  4. An employee who works a shift other than any one of the prevailing shifts shall be paid the second shift premium for all hours worked by him/her within the hours of the prevailing second shift, and the third shift differential for all hours worked by him/her within the hours of the prevailing third shift.
  5. Shift Differential shall be paid for Allowed Time Call- In-Time and Reporting Time when the hours for which payment is made would have called for a Shift Differential if worked. Shift Differentials shall be included in the

calculation of Overtime Compensation.

6. Employees shall be scheduled on a Frozen Shift basis except where the parties hereto agree that such scheduling is not desirable or practical.
7. Changes in the prevailing starting times of any Shifts shall be made only by mutual agreement between the Union and the Company.

#### Section 7-10 The Work Schedule

1. The work week shall consist of 168 consecutive hours beginning 11 P.M. Sunday or the shift change time nearest thereto, except for Charge Craneoperator (3-11 shift), Furnace Operator (3-11 shift), and Metal Handler (3-11 Shift) whose work week shall consist of 168 consecutive hours beginning 3 P.M. Sunday or the shift change time nearest thereto.
2. The standard working schedule within the Work Week shall be five (5) consecutive eight (8) hour days when the operating schedule permits.
3. The Normal Work Day shall consist of eight (8) consecutive hours of work followed by sixteen (16) consecutive hours of rest, except as otherwise herein provided, within a consecutive twenty-four (24) hour period, beginning with the starting time of the Shift worked by the employee.
4. 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. The Union shall not capriciously deny its approval of such schedules where it is apparent that such schedules are necessary to maintain required production.
5. Changes in the regular weekly work schedule will be posted forty-eight (48) hours in advance whenever possible.
6. Nothing contained herein, however, shall be construed as a guarantee of hours of work per day or per week or days of work per week except in the case of Call-In, Reporting or Breakdown Pay.
7. In the event the Company desires to schedule employees on any job or operation on a seven (7) day basis the following shall apply and shall supersede any contractual language setting procedures for non seven (7) day

operators.

- a) The normal work day shall be eight (8) hours. The normal workweek shall be forty (40) hours. The normal work pattern shall be five (5) consecutive workdays beginning on the first day of any seven (7) day period.
- b) The workweek shall be seven (7) consecutive calendar days beginning with the day of work assigned to any employee or group of employees as the start of their workweek.
- 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) Employees get paid the rate of the job he/she performs.
- e) Attempts to schedule days off and days of work shall first be done among the crews involved. If the crew is unable to agree upon a schedule, seniority among the crew will govern schedule choices.

#### Section 7-11 Overtime Distribution

1. No employee shall be penalized, except as hereinafter set forth, for his/her inability or for his/her refusal, for good cause, to work Overtime or Premium Time, or other regularly scheduled off time, provided the employee notify his/her Foreperson that he/she is not able to work.
2. (a) **Scheduled Overtime**  
When it is deemed necessary to work overtime on a particular job(s) or classification, employees scheduled to work overtime on the shift where the overtime is needed shall work such overtime. For the purpose of this Agreement, scheduled overtime shall be overtime hours posted by 2:00 P.M. Thursday for the upcoming weekend (Saturday and/or Sunday) and for the following week (Monday through Friday). When a job or operation is on a seven (7) day schedule, scheduled overtime shall be overtime hours posted by 2:00 P.M. Thursday for the upcoming week's schedule.
- (b) **Non Scheduled Overtime**

Overtime work will be required by the Company when in its judgement such work is necessary. When the Company requests employees to work overtime, the Union agrees that any employee so requested shall cooperate with the Company. Any employee who is requested to work overtime shall work unless he has an adequate reason for not doing so.

In filling Non-Scheduled Overtime, the following provisions will prevail:

- (i) The overtime will be worked by the person on the job, or in the case of a job where there is more than one (1) employee in the classification, by the employee in the classification with the lowest overtime hours, provided no other qualified employee volunteers to work.
- (ii) If there is no person scheduled in the classification that can be required to perform the job in accordance with paragraph 7-II (2) (b) (i), then the next person to be required to work shall be the low person in the department who is qualified to perform the work, provided no other qualified employee volunteers to work.

2. (c) Miscellaneous

- (i) In calculating overtime hours, actual hours worked will be charged against the employees overtime equalization record.
- (ii) Non-standard extra work, such as scheduled plant clean-up, etc., which logically does not specifically belong to any job or classification shall be distributed among employees in the following manner, provided such employees have the ability and physical fitness to perform the work; low overtime on a departmental basis, such departments being casting, scrap and maintenance unless it is non-departmental specific where it shall be on a plantwide basis. In cases of scheduled overtime, the Steward shall review the posted schedule and if there is a

disagreement concerning who should be scheduled, the Steward and/or the employee involved shall, within 24 hours, call this to the attention of the Company. If the Company does not correct the schedule and it is found that the improper employee worked the overtime, the Company shall be liable to pay the wronged employee his/her lost wages. If there is no dispute over the correctness of the schedule and it is subsequently discovered that the proper employee was not scheduled, such matters will be brought to the attention of the Company and the employee involved will be offered the equivalent hours of work as promptly as practicable.

3. Work within any job Classification shall not be considered as overtime unless, in the opinion of the Company, there are no employees available to perform such work on a straight time basis.
4. Employees having worked Overtime, Call-In-Time or any extra time shall not be deprived of their right to work their full regular scheduled shift because of having worked such hours outside their regular schedules unless the total hours worked exceed sixteen (16) during the twenty-four (24) hours before the start of their regular shift.
5. Records of overtime hours available and worked shall be made available to authorized Union representatives upon request, providing such request does not interrupt production. Additionally, the Union shall appoint one (1) overtime steward who will be given the opportunity to review overtime records with 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.
6. **Overtime Equalization**  
The procedures below are established solely for the purpose of distribution and equalization of presently available overtime. They do not establish work practices separate from the sharing of overtime work available during any

particular period.

Any changes in overtime sharing which become mutually recognized will be added to this Agreement with copies to both parties.

### **Plant Overtime Sharing Rules**

#### **A. General**

1. Overtime during Absences - When a person is off for a period up to one week, such person's record will be charged the equivalent payroll hours of overtime occurring on his/her job during his/her absence. After the first week of absence, his/her overtime record will not be charged further. Upon returning to work (after one week or more), the person will assume the department overtime average or his/her own record - whichever is higher.
- (a) All overtime equalization calculations are to be done uniformly throughout the plant.
- (b) Overtime equalization calculations are to be done on the same day for the plant.

#### **Scheduled Overtime**

1. When an entire department is working scheduled overtime, any employees in that department who are replacing a bid job employee for the week, will work the scheduled overtime. However, laboring type of work will not be performed on overtime unless absolutely necessary.
2. When General Plant type of overtime work is scheduled for a Saturday or Sunday, a "Request To Work Overtime" form will be posted for those interested to sign.
3. Employees shall not be required to work a double shift (16 consecutive hours). Employees can volunteer to work more than a 12 hour shift and may be allowed to do so with the permission of a supervisor.

#### **B. Casting Department**

1. Charger Crane person - The 3-11 Charger Crane person will be scheduled on Sundays to work any scheduled hours. His/her overtime records will be changed accordingly to this weekly schedule.
2. Furnace and Refractory Repairs - Overtime on ladles and other casting equipment will be performed by the Refractory Mechanic. Scheduled hot furnace repairs will be performed by the low overtime Furnace person, irrespective of the shift on which the repairs are to be performed. When a scheduled hot repair requires more than one bricklayer, the Refractory Mechanic will be offered the overtime behind the first Furnace Operator. When possible, the bricklayers will work their respective shifts. Otherwise, the lowest Furnace Operator will have first choice, the Refractory Mechanic, second, etc. Furnace Helpers will continue as bricklayers helpers as at present, low overtime standing determining the choice of helper on scheduled overtime irrespective of shift.  
Overtime coverage on cold or major furnace repairs will be handled the same as in the past with all persons in the department being scheduled to perform the work as the size of the repair necessitates. The persons on the various shifts will be scheduled according to the duties of their classifications where Supervision requires their being placed.
3. Sunday Tapper Schedule - The Sunday schedule for Tappers will be the same as at present, each of the Tappers rotating on successive weeks to cover the Sunday assignment. This schedule will be firm regardless of which of the Tappers is low on overtime.
4. Sunday Furnace Operators Schedule - The Sunday coverage of the furnaces by the Furnace Operators will be executed as at present, each of the Furnace Operators taking his/her normal scheduled turn at the Sunday coverage, irrespective to his/her overtime standing.

**C. Shipping and Receiving Department**

1. Sunday through Thursday 3 - 11 - Metal Handler shall be a bid

position which shall be scheduled and paid similar to the Charger Crane person referenced above in Section 7-11(6)(B)(1).

2. Regular Scheduled Overtime - If less than the whole department is scheduled to work on a six-day or seven-day week, the low persons in the department who are available and capable of performing the work will be scheduled to work. This includes all the employees in the department.

D. Summer Employees Overtime

1. Over Eight Hours in a Work Day - All persons on the particular shift within that department (in which the overtime occurs) will be asked first to work over the eight (8) hours providing they can perform the work. If no person or an insufficient number are willing to work the overtime, then the summer employee or employees will work.
2. Sixth and/or Seventh Day Overtime - Normally, by Thursday noon, all departments will know if they are to work a sixth or seventh day. When a department (where a summer employee is working) is scheduled to work Saturday and/or Sunday, an "Overtime Request to Work" form will be posted in the guard booth by noon Thursday and taken down at 7:00 A.M. Friday. The form will state the department, job and shift. Any regular employee that is not scheduled to work the sixth and/or seventh day and has performed the job, may sign his/her name. If an insufficient number of experienced persons sign the form, the summer employee will perform the job.

The purpose of this procedure is to give all regular employees an opportunity to work overtime in preference to summer employees. However, no department will be required to work employees who cannot perform the work involved.

**Section 7-12 Meals for Overtime Workers**

An employee who works twelve (12) or more consecutive unscheduled hours at the Company's request, shall be provided a meal allowance not to exceed six (\$6.00) dollars in

cost between the eighth and twelfth hours at work.

### Section 7-13 Overtime and Premium Pay

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 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
2. Time and one-half shall be paid for all time worked during the established daily 16 hour rest period except as indicated in paragraph 1 above.
3. Employees who request changes of shifts for their own convenience, or employees whose shifts are changed because of seniority provisions, work sharing or overtime procedures, shall not be entitled to overtime or premium pay as a direct result thereof.
4.
  - a. An employee shall receive time and one-half (1-1/2) for his/her sixth (6th) consecutive day worked and his/her seventh (7th) consecutive day worked within the workweek.
  - b. All work performed on Sundays shall be paid at time and one half (1 ½) as such provided an employee works all of his/her scheduled hours and required overtime hours during his/her work week.
5. In the event an employee is scheduled by the Company or is required by the Company to work twenty (20) connective days or more, he/she shall be paid at the double time rate for work performed in the twentieth consecutive day worked and on every overtime worked thereafter until such employee is off either by schedule or report off. An overtime day eligible for double time payment is a day where all hours are paid at an overtime rate and is not a day during which an employee receives or is eligible to receive straight time. Furthermore, to be eligible for double time payment, an employee must actually work twenty (20) or more consecutive days as a result of a work

- schedule or Company directive and not as a result of volunteering for replacement for another employee or for any other voluntary situation.
6. Overtime and premium time shall be paid on the basis of the employee's average straight time hourly earnings, including shift differential, for the Overtime or Premium time hours worked that day, multiplied by the applicable Overtime or Premium rate.
  7. 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.
  8.
    - a. During times when it is necessary for the Company to schedule employees for jobs or 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.
    - b. 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 regularly scheduled days of work on said seven (7) days schedule provided they work all of their other regularly scheduled hours during their work week.

#### **Section 7-14 Work Sharing Agreement**

This Agreement is written to establish a procedure for sharing available work during a normal workweek (Monday through Friday) when the plant as a whole or a department or part of a department is scheduled to work less than five (5) days.

The following is agreed to be the proper means of sharing such available work:

1. When part or an entire department is scheduled for less than five (5) days, the scheduled work will be performed by the employee on the job and shift(s) involved. Employees holding jobs which are not scheduled for such work sharing days will be scheduled off. However, senior employees, by classification, shall get the opportunity to work a five (5) day schedule if five

(5) days are scheduled on a particular shift and not on another. Since this is not a layoff situation, there will be no bumping.

2. Should the Company provide work for some or all of the persons whose jobs are not scheduled on work-sharing days, assignment to such work will be made on the basis of seniority provided these persons are capable of performing the work involved.
3. Work performed on such work sharing days will be paid at the employees own base rate or the base rate of the job performed, whichever is higher.
4. Employees whose shifts are changed because of the application of this agreement shall not be entitled to overtime or premium pay as a result thereof.

## ARTICLE VIII

## HOLIDAYS

### Section 8-1 Stated Holidays

The following days shall be stated holidays:

NEW YEAR'S DAY

PRESIDENT'S DAY

GOOD FRIDAY

MEMORIAL DAY

INDEPENDENCE DAY

LABOR DAY

THANKSGIVING DAY

DAY AFTER THANKSGIVING

CHRISTMAS DAY

EMPLOYEE'S BIRTHDAY\*

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

### Section 8-2 Holiday on Sunday

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

### Section 8-3 Basis of Payment

1. Work performed on any of the above Holidays shall be paid for at two (2) times the straight time hourly base rate.
2. When said holidays are not worked, eight (8) hours of pay at their respective straight time hourly base rates shall be paid to all employees who have completed the probationary period except that holiday pay shall not be paid to:
  - a. Employees who have been laid off because of lack of work for a period of more than forty-five (45) calendar days immediately prior to the holiday for which payment is due.
  - b. Employees who are on sick leave 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 who fail to work all scheduled hours on their last scheduled workday 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.
3. Eligible employees shall receive, just prior to each Christmas Day, an extra payment of eight (8) hours pay at their respective straight time hourly base rates, the base rate effective upon the last job change on the computer payroll records. Eligibility for this extra payment shall be based upon the completion of the probationary period prior to December 1 of the applicable year. Exclusions from holiday pay in this Section 8-3 as listed above, will apply to this extra payment with December 1 as the applicable date of reference rather than a holiday.

#### Section 8-4 Holiday - Vacation Period

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

#### Section 8-5 Holiday Operation

1. Employees who will be required to work on any holidays will be notified as far in advance of the holiday as possible, but there shall be no obligation on the part of the Company to limit the scope of its operations on any holidays.
2. Employees who work on any holiday shall receive holiday pay as specified in Section 8-3, paragraph 2, above in addition to the premium pay specified in Section 8-3, paragraph 1, above.

### ARTICLE IX

### VACATIONS

#### Section 9-1 Eligibility

1. To be eligible for a paid vacation in any calendar year during the term of this Agreement, an employee shall have had one year or more of continuous service as of December 31 of that calendar year; and
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 in less than twenty-six (26) of the fifty-two (52) pay periods occurring during the twelve (12) months preceding January 1 of the calendar year, shall be eligible for a partial vacation pay as specified in Section 9-5 hereof. This partial pay provision does not apply to an employee whose employment terminates prior to completing eligibility for full vacation pay.

**Section 9-2 Length of Vacation**

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

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

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

**Section 9-3 Vacation Week**

One (1) week of vacation shall consist of seven (7) consecutive calendar days away from work, two (2) weeks of vacation shall consist of fourteen (14) consecutive calendar days away from work, and three (3) weeks of vacation shall consist of twenty-one (21) consecutive calendar days away from work. However, to the extent required to maintain orderly operations of the plant, the Company may schedule a two (2) week vacation in two (2) periods of seven (7) consecutive calendar days each, and a three (3) week vacation in two (2) periods of seven (7) and fourteen (14) consecutive calendar days, or with the consent of the employee, in three (3) periods of seven (7) consecutive calendar days each.

Vacation weeks shall run Monday through Sunday unless otherwise approved. The Company will not unreasonably withhold such approval.

#### Section 9-4 Scheduling of Vacations

1. Promptly after March 1 of each calendar year, each eligible employee shall be requested to specify the vacation period he/she desires. Vacations will, so far as practicable, be granted at times most desired by employees with longer service, employees being given preference as to choice. The final right to allot vacation periods and to change such allotments is exclusively reserved by the Company in order to assure the orderly operation of the plant. When an employee bids or bumps from one department to another, any previously approved vacation schedule for the employee will be honored in the new job or department.
2. Vacations shall be scheduled between January 1 and December 31 of each calendar year. Vacations shall not be cumulative from year to year.
3. In the alternative, the Company may schedule a vacation shutdown provided notice of such shutdown is posted by April 1. Individual employees may be scheduled to work during the shutdown period and have their individual vacations scheduled at another period even though such changes are announced after the shutdown date is established.

#### Section 9-5 Vacation Pay

1. Each employee eligible for full vacation pay and full vacation allowances shall be paid at the rate of the job he/she owns by bid or bump (whichever is higher) at the time he/she takes vacation for each week of vacation entitlement. If an individual does not hold a classification by bid or bump he/she shall receive vacation pay based upon the utility persons pay rate. Employees entitled to a full vacation shall receive a minimum of forty (40) hours pay per week of entitlement or weekly vacation pay 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 9-1, paragraph 3 hereof, shall be paid in the following manner:

- a. If his/her length of continuous service as of December 31 entitles him/her to one (1) week of vacation he/she shall receive two percent (2%) of his/her total straight time earnings for the fifty-two (52) pay periods of the prior calendar year.
  - b. If his/her length of continuous service as of December 31 entitles him/her to two (2) weeks of vacation, he/she shall receive four 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 payday immediately preceding his/her scheduled vacation period. Regular deductions shall be taken from any vacation pay advances received.

#### **Section 9-6 Vacation Allowance**

Employees qualified to receive vacation pay shall be required to take a vacation away from work.

#### **Section 9-7 Time Worked**

1. For purposes of determining eligibility for vacations under Section 9-1,

paragraphs 2 and 3 above, the following shall be considered as time worked:

- a. Time lost as a result of a compensable industrial accident or occupational illness 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 entered and in the year in which he/she would otherwise have been qualified had he/she not entered such service.
2. For purposes of determining eligibility for vacations under Section 9-1, paragraphs 2 and 3 above, the following shall not be considered as time worked:
- a. Time lost due to layoff.
  - b. Time lost due to leave of absence.
  - c. Time lost due to illness or injury not covered in Section 9-7, paragraph 1.b. above.
  - d. Time lost for personal reasons.

#### **Section 9-8 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 1st 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 XVIII, such employee may elect to designate such period of absence as his/her vacation period, or portion thereof, in terms of full weeks, depending on the duration of his/her absence and the amount of vacation to which he/she is entitled. On written notification to the Company, (during such absence or not later than two (2) weeks after returning to work) the Company will pay such employee the amount of vacation 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 a plant vacation shutdown.

#### Section 9-9 Forfeiture Vacation Pay

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

#### Section 9-10 Departments

In the application provision of this Article, departments will be identified as follows:

- a. Casting
- b. Receiving and Sampling
- c. Maintenance
- d. General Plant

### ARTICLE X

### JURY SERVICE & BEREAVEMENT PAY

#### Section 10-1

- a. An employee who is called for jury service shall be excused from work for the days on which he/she serves and he/she shall receive, for each day of jury service on which he/she otherwise would have worked, the difference between eight (8) hours of pay at his/her average straight time hourly rate and the payment he/she receives for jury service. The employee will present proof of service and of the amount of pay received therefore. The employee will notify the Company of the time and place he/she is to serve by exhibiting the subpoena or other Court Order to the Company immediately upon receipt of same.
- b. Payments for jury service to any one (1) employee shall be limited to a total of fifteen (15) working days or the scheduled straight time hours lost during a single jury service if such service is in excess of fifteen (15) working days

during the term of this Agreement.

### Section 10-2

- a. In the event of death of a father, mother, brother, sister, husband, wife, son, daughter, mother-in-law, father-in-law, grandparents of an employee 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.
- b. 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 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. In order to be eligible to receive such pay, the employee must have completed his/her probationary period and be on the active payroll at the time of death of any of the above.

## ARTICLE XI

## SENIORITY

### Section 11-1 Definition of Seniority

Seniority is defined as the length of continuous service with the Company beginning with the date on which an employee entered the Bargaining Unit, and since which date there has been no break in service. Such service shall be herein referred to as "Plant Seniority".

### Section 11-2 New Employees

- I. Newly hired employees shall be required to serve a probationary period of sixty (60) working days which may be extended another thirty (30) working days by mutual agreement between the Union and the Company, during which period they may be laid off or discharged as exclusively determined by

the Company, who shall be the sole judge of their ability and fitness for continued employment of such new employees, if they are laid off or discharged during that probationary period, provided that this provision shall not be used for purposes of discrimination.

2. After completing the said probationary period, their Plant Seniority shall date from the first date worked.
3. Employees who, after completion of their Probationary Period, are terminated by reason of layoffs, quits or discharges, and are subsequently re-hired, will be required to serve a second Probationary Period or determination of their ability and fitness. They shall be entitled to receive the full hourly base rate for the job to which they were hired at the time they begin work on such job provided they are re-hired within ninety (90) days of termination. However, their Seniority will date from their most recent date of hire.
4. All new employees hired through a temporary employment agency shall be considered probationary employees and covered by Sections 11-2(1),(2), and (3) outlined above with the following modifications.
  - a. The probationary period for said new employees shall begin upon completion of their employment agency contract, which shall not be longer than four hundred (400) hours worked.
  - b. Said employees shall not operate equipment such as, but not limited to, cranes, mobile equipment, machinery, etc., unless they have received the necessary safety orientation or proper training. The Union shall receive notice of said training.
  - c. Such employees shall not work any overtime unless all bargaining unit members have first been offered overtime. Such employees shall be laid off prior to any bargaining unit employees.
  - d. Such employees shall receive their pay and benefits pursuant to the terms and conditions set forth by the employment agency.

### Section 11-3 Loss of Seniority & Service

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 years. However, for purposes of recall from layoff only, an employee whose continuous service has been (i) one year after date of layoff; (ii) more than one year but less than two years, shall be terminated two years after date of layoff and (iii) more than two years, shall be terminated three years after date of layoff.
- d. When an employee is absent, except in the case of layoff for three working days, without notifying the Company unless he/she furnishes to the Human Resource Department and adequate reason for failure to return within three (3) working days from date last reported.
- e. Failure of an employee to report after layoff within five (5) working days after mailing date of registered or certified letter to his/her last known address notifying him/her to recall.
- f. Absence in excess of leave.
- g. Retirement, except as provided in Pension Plan.
- h. 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.

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

Employees promoted 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 employee shall cease to accumulate or retain their seniority. When they are no longer employed in such non-Bargaining Unit position,

they shall have no seniority claim to a Bargaining Unit job.

### Section 11-5 Job Vacancies

1. When a new job is created or where a vacancy occurs on any job, a notice will be posted on plant bulletin boards for a period of three (3) working days, not including Saturdays, Sundays, Holidays and Vacation Shutdowns. Said notice shall contain the job description and all necessary and pertinent information as to Classification, Rate of Pay, Shift, Location, and opening and closing time for bids. Notice shall be furnished to employees who are absent during the posting period and who may be eligible to bid for such vacancy. However, employees who are absent may only bid if they will become active employees within six (6) weeks of the date the bid is taken down. A vacancy shall be declared when an opening occurs on any job and there is no employee who holds claim to such job.
2. In making the selection of an employee to fill such vacancy, the Company and at least two (2) members of the Grievance Committee shall meet in an effort to agree upon the name of the employee entitled to be awarded the vacancy. Should the parties fail to agree upon a selection, the matter may be referred to the Grievance Procedure.
3. Such jobs, except as provided in paragraph 4 below, will be filled by the application of plant seniority, so long as skill and ability are such that the employee can perform the job in a normal manner. The senior qualified bidder on two or more simultaneous bids, he/she may make his/her choice.
4. In order to maintain efficient operation of the plant, job vacancies occurring in the classifications of Electrician, and Maintenance Mechanic will be filled by the most senior employee bidding for such job provided that such employee has the skill and ability to perform the job in a satisfactory manner.
5. When an employee has been selected to fill a vacant job through application of the provision set forth in this Section 11-5, except for the Job Classification listed in paragraph 4 above, he/she shall be given 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 to which he/she was promoted or transferred, he/she shall be returned to his/her former job

without loss of seniority. Furthermore, such employee may not gain bid for another vacancy in the same job classification for a period of one (1) year. The next eligible and qualified employee among the original bidders shall be awarded the job subject to the provision herein specified.

6. No employee shall be entitled to more than three (3) job bid awards in any one (1) year period (not including openings on newly created jobs). A successful bid (satisfactory completion of the trial period) shall terminate an employee's claim to any prior job classification.

7. When an employee vacates his/her bid job because of accepting another job bid, he/she cannot immediately bid back onto the vacated job until another employee has held (by bid or bump) such vacated job.

8. Job bids will be posted stating the job title, description, department, shift (if necessary) and rate of pay. The employee bid slips are to be placed in the box marked "Job Bids" in the guard booth; this box will be opened only in the presence of a Union and a Company representative.

9. If, after applying the provisions of Section 11-5, seniority of employees competing for a vacant job is equal, the competing employees shall draw lots to determine the successful bidder.

#### **Section 11-6 Layoffs, Recalls from Layoff, and Bumping Procedure**

1. When reducing working forces or when production cutbacks affect the availability of work, the bumping procedure set forth below shall be used.
2. Employees may, if they so desire, accept layoff in lieu of bumping privileges, in which event they will advise the Company and the Union through an exit interview, as to their choice of Job Classifications to which they will accept recall. At the time of acceptance of layoff, such employees shall execute and deliver to the Company forms indicating their acceptance. Such acceptance of layoff shall not jeopardize their regular Job Classifications to which they have indicated they will accept recall. It is agreed that this provision applies, for any employee, only in those cases when the immediate effect of a workforce reduction would be the layoff of another employee.

3. When it has been determined that a layoff will exceed two (2) days, the Company will, wherever possible, give forty-eight (48) hours written notice to the Union and employees to be affected. Any employee eligible to exercise his/her plant seniority for bumping purposes must do so within five (5) days from the date he/she become eligible. If he/she fails to exercise such right, he/she shall automatically waive his/her right to bump until such time as he/she may again qualify to bump as specified in Article XI of the Article of Agreement.
4. 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 this Section II-6, paragraph 8.b(2).
5. On layoffs or recalls, at least two (2) members of the Grievance Committee will be called into the office to discuss the proper employees for layoff or recall. If no agreement is reached, the disagreement may become the subject of a grievance. If after an agreement has been reached based on the seniority records being correct, and later it is found that the employee selected for layoff or recall was in error, the Company will not be liable for retroactive pay. However, if after an agreement has been reached based on the seniority records being correct, and they are found incorrect and a mistake in selection of an employee has been made based on incorrect records, the mistake will be corrected and the Company will be liable for retroactive pay.
6. In cases of layoffs and recalls from layoffs, the Company shall make every effort to avoid layoff or recall during the period in the work week when such action will not afford the employee work for at least thirty-two (32) hours during the week.
7. As herein set forth, it is the obligation of the Company to recall from layoff first, the employees with the greatest plant seniority, provided such employees have the required ability and skill to perform such jobs as may be available.
8. When reducing working forces on any Job Classification, except those listed

in paragraph b(7) below, the following procedures shall apply:

- a. The employee with the least plant seniority shall be the first removed from the job.
- b. To expedite the placement of employees having insufficient plant seniority to remain on their own jobs and having greater plant seniority than employees at the bottom of the plant seniority list, the following procedure will be used:
  - (1) The required number of probationary employees and junior employees on the plant seniority list shall be laid off.
  - (2) The Human Resource Department and the Grievance Committee shall temporarily assign employees removed from their jobs to other jobs on the basis of seniority and their skill and ability. Such temporary assignment shall not exceed a period of seven (7) calendar days, except as provided in paragraph (6) below. During this period the Human Resource Department and the Grievance Committee shall check such employee's seniority status for a determination of any claims to other jobs to which they may be entitled.
  - (3) Employees who have been removed from their jobs as a result of Step 1 (a) above, may then exercise their Plant Seniority to claim any other job within the plant providing they can perform such job after receiving basic fundamental information.
  - (4) When bumping into a Job Classification an employee shall be required to bump the employee with least plant seniority in such Job Classification on the shift of his/her choice.
  - (5) No employee while working on a temporary job by virtue of being bumped or accepting transfer to avoid layoff shall acquire permanent claim to such temporary job.
  - (6) Temporary job openings due to sickness and disability shall be filled by temporary placement of available and/or qualified

employees on a week to week basis. When such openings exceed eight (8) weeks duration, the Human Resource Department and the Grievance Committee shall investigate the situation and determine whether the opening should be subject to the bumping procedure.

- (7) In no event shall senior employees be laid off while junior employees are retained, provided that such senior employees can satisfactorily perform the jobs involved after two weeks on the job, except that for the following job classifications such employees must be able to satisfactorily perform all aspects of the job immediately:

Tapper-Furnace Helper	Furnace Operator Combined
Electrician	Charger Craneperson
Maintenance Mechanic	<u>Lab Helper/Foss</u>
Refractory Mechanic	<u>Casting Crane</u>
Three (3) CC/DC Casters	
One (1) Sampler-Metals Handler on both the 7-3 and 3-11 shifts	

9. a. An employee who has been placed on layoff due to a reduction in work forces and who has exhausted all his/her seniority rights under this Agreement, will be given employment preference for a bargaining unit vacancy (which he/she is physically capable of performing) at Reading Tube Division or before any other new employee is hired to fill such opening.
- b. To exercise this preference the employee must notify the Human Resource Department within seven (7) calendar days of his/her desire to do so. Such request will be applicable for a period of two (2) years from the date of layoff.
- c. Employees hired under this provision will not be required to serve the customary probationary period or work at a probationary rate of pay. However, they will serve the normal trial period, not to exceed thirty

(30) days, similar to the job bid provisions, during which time the Company will determine their ability to perform the work involved. In the event the employee should fail the trial period, he/she shall be returned to layoff status.

- d. This preference for employment will be considered void for any employee who:
    - (1) Fails to state his/her request within the time specified, or
    - (2) Refusal of a job offer after his/her request is made, or
    - (3) Fails two trial periods.
  - e. Plant seniority in the new plant shall begin with the date of hire upon successful completion of the trial period.
  - f. This provision applies only when there is a bargaining unit vacancy to be filled by a new hire and no requirements are established herein which limit or change the Company's hiring rights beyond that expressly stated.
10. In cases involving bumping, layoffs, and recalls, if, after applying the provisions of Section 11-6, the seniority of employees involved is equal, family status shall be the governing factor. If the family status is equal, the employees shall draw lots.

#### **Section 11-7 Discontinued Operations**

- 1. Discontinued Operation: A discontinued operation is one which is no longer staffed on any shift.
- 2. When jobs are discontinued, the employees affected thereby shall exercise their seniority rights in the manner prescribed for layoff cases except that if such job discontinuance shall exceed (6) months in duration, the employee so affected may elect not to return if said job is resumed. If he/she elects not to return, then such job shall be declared vacant and shall be posted for bid at the time it is resumed.

#### **Section 11-8 Disabled Employees**

1. In the event an employee become incapable of performing his/her job, he/she may exercise a medical bump and replace an employee with less seniority in accordance with the provisions regulating the bumping procedure in Section 11-6. During this period of replacement, such employee shall be required to undergo a physical examination once every thirty (30) days to determine if he/she is capable of returning to his/her former job, unless mutually agreed otherwise. When the employee recovers from his/her disability, he/she shall return to his/her former job.
2. Where an employee becomes disabled through injury or accident at the plant to the extent that he/she will be severely handicapped in securing other employment elsewhere, provision shall be made, if possible, to provide work for such employee as long as possible, providing his/her plant seniority is not exhausted.
3. The parties hereby agree that before any accommodations are made under the American's with Disability Act, the parties will meet to discuss the proper procedure to make sure the spirit of the Collective Bargaining Agreement is upheld.

#### Section 11-9

1. Up-to-date Seniority Lists indicating Plant Seniority dates and job classifications shall be furnished to the Union upon request. The Company shall notify the Union within twenty-four (24) hours of all hires, layoffs, suspensions and discharges.
2. Work normally performed by employees in the Bargaining Unit shall not be done by others, either inside or outside the plant when there are employees within the plant available and competent to do such work. The Company reserves the right to contract such work to be done by an outside source when the inauguration or continuation of such work becomes economically or practically not feasible, providing that no Bargaining Unit employees shall be deprived of his/her normal work week as a result thereof.

### Section 11-10

An employee hired to fill a vacancy in a Job Classification enumerated in Section 11-5, paragraph 4, shall not be eligible to bid into any other Job Classification for a period of one (1) year from the end of his/her probationary period. However, should an employee who had previously held such Job Classification bid back into it, a one (1) year period shall apply.

### Section 11-11

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

## ARTICLE XII            SUSPENSION AND DISCHARGE CASES

### Section 12-1

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

### Section 12-2

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

### Section 12-3

In the event a decision results in either confirmation or extension of the suspension or discharge of the employee, or if no agreement is reached on compensation for time lost in the event of revocation of the suspension or discharge, the Union may present, within ten (10) working days from the date of receipt of the Company's decision, in writing, a

grievance which shall be handled in accordance with the grievance procedure of this Agreement under Step Four. If no such grievance is presented within the said ten (10) day period, the decision of the Company shall be deemed proper and the case closed.

Section 12-4

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

Section 12-5

Parts I and II and the Preamble of Exhibit D attached hereto entitled, "Shop Rules and Methods for Handling Violations" were jointly established by the Company and the Union and have been a part of all prior Collective Bargaining Agreements between them. The Union desires that henceforth Shop Rules, Safety Rules and Attendance Policy and Guide be the responsibility of the Company and not the Union. The Union continues to recognize the rights of the Company to maintain the said Shop Rules, to amend the same, and to establish additional Shop Rules and methods for handling violations. However, it is understood that the portions of Exhibit D (Parts I and II and the Preamble) containing Shop Rules and Methods for Handling Violations are not mutually agreed upon, but shall remain in the contract booklet. The Union shall have the right to question the reasonableness of a Shop Rule and its applicability to a particular grievance.

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

In the event that the Union does not file a grievance within five (5) working days after the end of the shift on which the warning or penalty was issued, it shall be considered to be final and binding and the notice shall be conclusive and deemed binding on the employee as a violation.

## ARTICLE XIII

## ADJUSTMENT OF GRIEVANCE

### Section 13-1 Scope

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

### Section 13-2 Mutual Use

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

### Section 13-3 No Strike/No Lockout

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

#### **STEP ONE:**

The first step in solving a grievance problem is for the aggrieved and the Shop Steward, to take the matter up with the Foreperson of the Department. The Foreperson shall be given one (1) twenty-four (24) hour work day in which to render his/her decision on the grievance to the Shop Steward. If the matter is not satisfactorily settled, it shall be reduced to writing and referred to Step Two.

#### **STEP TWO:**

1. Appeals to Step Two must be made not later than five (5) working days from the date of the Foreperson's answer on Step One.
2. If the Foreperson's answer is not satisfactory to the Union, the grievance shall be presented by the Grievance Committee to a representative of the Company who has authority to make decisions final and binding upon the

Company in Step Two. The decision of the Company's representative in this Step shall be noted on the written grievance form and shall be furnished to the Chairperson of the Grievance Committee within three (3) working days from the date of the meeting in which the grievance is heard in Step Two.

**STEP THREE:**

1. If the Company's answer on Step Two is not satisfactory to the Union, the grievance may be appealed to Step Three and must be made in writing not later than five (5) working days from the date of the Company's decision in Step Two.
2. A meeting between the Company and the Union in Step Three shall be held in accordance with the provisions of Section 13-10 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 no such meeting is held, the Company shall render its decision within ten (10) working days after the Union has appealed the grievance to Step Three.
4. If the matter is not satisfactorily settled in Step Three, it may be referred to Step Four - Arbitration, but, in no event later than fifteen (15) working days after the Company's decision has been rendered in Step Three.

**STEP FOUR:**

1. Any differences, disputes, claims, or grievance cases arising out of, or relating to this Agreement which have not been satisfactorily settled in accordance with the foregoing procedure, may be submitted by either party to Arbitration under the Voluntary Labor Arbitration Rules then pertaining to the American Arbitration Association. 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. However, the parties agree that no more than two (2) issues, only one (1) if it is a discharge case, may be submitted peer arbitration requested.

2. The salaries and expenses incident to the services of an Arbitrator shall be paid jointly and equally by the parties.
3. The Arbitrator shall have only jurisdiction and authority to interpret, apply or determine compliance with the provisions contained in this Agreement or any written amendment thereto.
4. The Arbitrator shall not have jurisdiction or authority to add to, detract from, or alter in any way, the provisions contained in this Agreement or any written amendment thereto.
5. The decision of an Arbitrator on any matter which shall have been submitted in accordance with the provisions of this Agreement shall be final and binding upon the Company and the Union, and shall be subject to the Pennsylvania Arbitration Act of 1927, and may be enforced in any court of competent jurisdiction.
6. When Awards are made on any matter submitted, the party against whom the Award is made shall furnish to the other party, proof of its compliance within fifteen (15) days after the Award has been unless an extension of time has been agreed upon.
7. Except as otherwise provided in this Agreement, an Arbitrator's Award in respect to any grievance shall in no case be made retroactive to a date prior to the effective date of this Agreement.

#### **Section 13-4 Filing Deadline**

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

#### **Section 13-5 Resolution/Appeal Process**

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

shall automatically move the grievance to the next Step.

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

#### Section 13-6 Direct Contact

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

#### Section 13-7 Company Reply

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

#### Section 13-8 Pay For Meetings

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 13-9 Pay for Investigations

Time lost from work by members of the Grievance Committee while investigating grievance cases which have not been satisfactorily settled in Step One, shall be paid for by the Company at their respective average straight time hourly rates which amount in the aggregate, shall not exceed twenty (20) hours per week.

#### Section 13-10 Joint Meetings

1. Regularly, every two (2) weeks, there shall be a meeting between the Grievance Committee, represented by not more than four (4) persons, a representative of the General Superintendent and a representative of the Human Resource Department, for the purpose of discussing problems related to the Grievance Procedure and the reduction of the number of plant grievances. In addition, Step Two and Three grievances, if any are pending, shall be taken up at these meetings. Individual grievants may be invited to attend this meeting for the sole purpose of discussing his/her grievance. The Company shall not be responsible to pay any wages to the individual for time

spent in these meetings.

2. The Company and the Union agrees to the application of sincere effort toward minimizing the frequency of extra meetings and additional application of time beyond that used by regular meetings, as is consistent with the prompt and proper handling of grievance.
3. The Company shall pay the representatives of the Grievance Committee their average straight time hourly rates of pay while attending such meetings during the time lost work, or their straight time hourly base rates during the hours before or after their regular work shift, unless the time so spent is for meetings called on the employees sixth or seventh scheduled day, at which time the applicable premium time pay will be paid.

**Section 13-11 Grievance Investigation**

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

**Section 13-12 Union Access**

The Company agrees to permit the Grievance Committee and Representatives of the International Union to have access to all of the plant for the purpose of investigating grievances.

**Section 13-13 Multiple Grievants**

Where a grievance involves a group or an entire department, the matter may be presented in writing in Step Two.

**ARTICLE XIV**

**SAFETY AND HEALTH**

**Section 14-1 Commitment to Safety**

The Company shall make reasonable provisions for the safety and health of its employees at the plant during their hours of employment. The Union agrees it will cooperate with the Company in trying to eliminate accidents and other safety and/or health hazards

### Section 14-2 Personal Protective Equipment

1. The special protective devices, such as goggles, gloves, clothing for acid, rubbers or rubber shoes for acid, and other articles equally necessary and required by the Company to properly safeguard the health of employees and protect employees from injury, shall be provided by the Company without cost to the employees. Such devices, article or equipment must be used by all employees working in areas or on specific jobs as designated or required by the Company.
2. Employees will be provided a voucher each year of the labor agreement authorizing them to purchase a pair of safety shoes at a predesignated vendor provided they present a need for new shoes.
3. Employees shall receive an allowance of up to \$100.00 every two (2) years for Prescription Safety Glasses. Furthermore, the Company agrees to pay for the cost of replacement of prescription safety glasses destroyed during the course of work provide proper notification is given to the Company.
4. Skilled trades/maintenance employees will be provided uniforms by the Company, including the cleaning of same. Employees who are provided with "Greens" will have said uniform cleaned.

### Section 14-3 Equipment/Tools Procedure

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

### Section 14-4 Joint Safety Committee

The Company and the Union shall establish a joint Safety Committee, said Committee will make periodic surveys of the plant proper at least once each month, and make necessary recommendation to the Management for the elimination of existing hazards. The monthly recommendations and findings of the Safety Committee shall be presented to the next bi-weekly meeting provided for in Article XIII, Section 13-10, for

consideration and disposition. The Company shall furnish an accident report to the Committee listing thereon name of injured, nature of injury, lost time, if any, and action taken to eliminate cause of accident.

#### Section 14-5 Hazardous Condition

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

#### Section 14-6 Pay for Injury

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

#### Section 14-7 Hospital Accommodations

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

#### Section 14-8 Safety Regulations

All Safety Regulations will be made a part of this Agreement and contained in "Exhibit D". Amendments or additions may be made by the Company upon sufficient notification to the Union and employees. Any disputes regarding Safety Regulations shall be subject to the Grievance Procedure.

#### Section 14-9 Plant Safety Director

The Company shall appoint a Plant Safety Director and shall notify the Union of such appointment.

Section 15-1 Military Leave

The Company will abide by existing governmental laws governing leaves of absence for Military Service.

Section 15-2 Re-employment

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

ARTICLE XVI

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 XVII

PENSION PLAN

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 19, 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 19, 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.

The Company and the Union agree to establish a new pension plan effective May 15, 1984 as modified in the 1996 Plan Amendment.

ARTICLE XVIII

LEAVES OF ABSENCE

Section 18-1 Union Leave

Any member of the Union, who is an employee of the Company, shall be given upon the request of the International Union, a leave of absence, not to exceed two (2) years for

the purpose of accepting an assignment with the Union with the provision that such shall not constitute a break in the employee's record of continuous service, and further provided that not more than one (1) employee is absent for such purpose at any one time.

### Section 18-2 Personal Leave

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

### Section 18-3 Public Office

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

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

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

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

Before taking any unpaid leave, an employee must use any accrued sick days, personal days and vacation he/she has available. His/her total leave however, paid and unpaid, cannot exceed the limits set forth in the collective bargaining agreement with the Union. If an employee and his/her spouse both work for Cambridge-Lee Industries, Inc., the combined total amount of leave they both can take is twelve (12) weeks for the birth or adoption of a child or to care for a sick family member.

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

For the purposes of the Company's attendance policy, FMLA leave will be treated the same as an excused absence. Employees will not receive a point for FMLA leave and they will not receive perfect attendance for the month. The Company will continue to cover an employee under the Group Health Insurance Plan while he/she is on a leave pursuant to this Act under the same conditions that coverage would have been provided if an employee had not taken a leave. If an employee does not return to work after a leave, the Company is entitled by law to recover from an employee the premiums it paid to continue his/her Health Insurance benefits. An employee will not be obligated to repay this amount if an employee can not return to work due to his/her serious health condition, the need to care for the serious health condition of a family member or due to other circumstances beyond his/her control. Documentation will be required if an employee can not return to work due to one (1) of these reasons.

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

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

ARTICLE XIX

GENERAL

Section 19-1 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:

<b>ADDRESSEE</b>	<b>ADDRESS</b>
The Company	Cambridge-Lee Industries, Inc. P. O. Box 14026 Reading, PA 19612
The Union	<u>United Steelworkers</u> <u>625 N. Charlotte St. - 2<sup>nd</sup> Floor North</u> <u>Pottstown, PA 19464</u>
The Local Union	Local No. 6996 United Steelworkers 1031 Bern Road Wyomissing, PA 19610
An Employee	Their last address furnished to the Company in writing.

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

Section 19-2 Computation of Time

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

1. The date any notice or request is received shall control and the next day shall be counted as the first day.
2. If the last day to act under any of the provisions of this Agreement falls on Saturday or Sunday or one of the holidays specified in Article VIII, Section 8-1, hereof, then the time to so act shall be extended to the next regular business day.

3. A notice or request mailed and postmarked on the last day for the taking of action shall be timely.
4. The United States Post Office postmark shall be conclusive evidence of the date of mailing.

### **Section 19-3 Notification of the Union Representatives**

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

### **Section 19-4 Federal/State Law**

1. Should applicable Federal or State Laws compel the cancellation or modification of any provisions of this Agreement at any time during the term of this Agreement, it is agreed that such provision shall thereupon be inoperative and the Company and the Union will, within ten (10) days thereafter, meet for the purpose of negotiating 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 I of this Section, it is understood that no other provision of this Agreement shall be invalidated thereby.

### **Section 19-5 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 XX

## TERMINATION DATE

### Section 20-1 Duration

The agreements of the parties contained in this Agreement shall become effective as of May 19, 2012, unless provided otherwise, and shall continue in effect to and including midnight of May 18, 2017.

### Section 20-2 Notice to Negotiate

Either party may, on or before March 17, 2017, give notice to the other party of the desire of the party giving such notice to negotiate with respect to the terms and conditions of a new agreement. If no such notice is given, this Agreement shall automatically renew itself thereafter for subsequent terms of one (1) year each until terminated by either party by the giving of at least sixty (60) days written notice of intention to terminate at the end of any one (1) year term. If such notice is given, the parties agree to meet within thirty (30) days after March 17, 2017, of any subsequent applicable year to negotiate with respect to such matters.

IN WITNESS WHEREOF THIS Agreement has been duly executed and signed as

of \_\_\_\_\_, 2012.

UNITED STEELWORKERS *LU698-07* CAMBRIDGE-LEE INDUSTRIES, INC.

*Leo W. Reed*  
INTERNATIONAL PRESIDENT

*John W. [unclear]*  
INTERNATIONAL SECRETARY/  
TREASURER

*Thomas Conway*  
INTERNATIONAL PRESIDENT/  
ADMINISTRATION

*Fredrick D. Redmond*  
INTERNATIONAL VICE PRESIDENT/  
HUMAN AFFAIRS

*John P. [unclear]*  
DIRECTOR, DISTRICT 10

*A. Steven Gombos*  
STAFF REPRESENTATIVE

*Ben [unclear]*  
COMMITTEE

*Dust [unclear]*  
COMMITTEE

\_\_\_\_\_  
COMMITTEE

\_\_\_\_\_  
COMMITTEE

*Richard [unclear]*

*Eric [unclear]*

*Stephen L. [unclear]*

**EXHIBIT A**  
**STANDARD JOB CLASSIFICATIONS**  
**AND HOURLY RATES OF PAY**

Job Classification	Effective 5/19/12	Effective 5/19/13	Effective 5/19/14	Effective 5/19/15	Effective 5/19/15
B Furnace Operator	\$18.78	19.18	19.58	20.03	20.53
Caster CC and DC	18.43	18.83	19.23	19.68	20.18
DC Saw Operator	17.76	18.16	18.56	19.01	19.51
Furnace Helper Refining	18.42	18.82	19.22	19.67	20.17
Lead Caster	19.09	19.49	19.89	20.34	20.84
Metal Handler	17.55	17.95	18.35	18.80	19.30
Refractory	18.17	18.57	18.97	19.42	19.92
Sample Melter	18.30	18.70	19.10	19.55	20.05
Shaft Furnace Helper	17.66	18.06	18.46	18.91	19.41
Shaft Furnace Operator	18.78	19.18	19.58	20.03	20.53
Tapper (Furnace Helper)	18.43	18.83	19.23	19.68	20.18
Continuous Caster	18.43	18.83	19.23	19.68	20.18
Casting Crane Person	18.45	18.85	19.25	19.70	20.20
Charger Crane Person	18.27	18.67	19.07	19.52	20.02
Hook-up Conveyor Person	17.65	18.05	18.45	18.90	19.40
Scrap Crane Person	18.07	18.47	18.87	19.32	19.82
Set-up Person CC and DC	18.22	18.62	19.02	19.47	19.97
Slag Person	17.60	18.00	18.40	18.85	19.35
Tractor Driver	17.86	18.26	18.66	19.11	19.61
Utility Casting Person	16.93	17.33	17.73	18.18	18.68
Utility Scrap Person	16.93	17.33	17.73	18.18	18.68
Construction Laborer	18.17	18.57	18.97	19.42	19.92
Janitor	16.92	17.32	17.72	18.17	18.67
Saw Sharpener	18.17	18.57	18.97	19.42	19.92
Electrician (A)	21.54	21.94	22.34	22.79	23.29
Electrician (B)	20.54	20.94	21.34	21.79	22.29
Electrician (C)	19.29	19.69	20.09	20.54	21.04
Maintenance Mechanic (A)	21.39	21.79	22.19	22.64	23.14
Maintenance Mechanic (B)	20.39	20.79	21.19	21.64	22.14
Maintenance Mechanic (C)	19.14	19.54	19.94	20.39	20.89

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"

### SHOP RULES AND METHODS FOR HANDLING VIOLATIONS

The following Shop Rules and Methods for Handling Violations of said Rules have been set up to minimize danger arising from prejudices and emotional disturbances and to maintain appropriate discipline during the working hours of the plant.

- A. Employees shall be given written warning of violations at the time violation occurs or not later than twenty- four (24) hours from the end of the shift on which violation occurs. Exceptions to the above may be made when the very nature of the violation resists immediate detection. In these cases, the violation must be issued no later than twenty-four (24) hours from the end of the shift on which violation is discovered. A copy of such violation will be given to a member of the Shop Committee.
- B. All violations occurring will be cumulative in administering warnings or penalties against an employee.
- C. All Safety Rules shall be considered as being part of the Shop Rules.

#### Part I - Shop Rules

- 1. All employees not reporting for work must call in or notify proper authorities at least one (1) hour before the start of the second and third shifts and at least one-half (2) hour before the start of the first shift, whenever possible.
- 2. Whenever notice is required from the Company to the employee under the Contract, such notice may be given personally, or by the telephone or telegram to the last address which must be registered with the Company by the employees. Employees shall register any change of address or telephone number within twenty-four (24) hours after change.
- 3. Employees must clean and oil their machines and maintain them in that condition as now required or directed.
- 4. Lunch boxes, parcels or any other property carried by employees as they enter or leave the plant are subject to inspection by the plant guards or Company representative.
- 5. No employees reporting for work shall be allowed to enter the plant more than thirty (30) minutes ahead of his/ her regular starting time. No employee shall punch in earlier than thirty (30) minutes before the start of his/ her shift.
- 6. Tools furnished by the Company must be issued by the tool room on deposit

of checks or proper authorization. Any precision instruments such as indicators, etc., must be returned at the end of each shift. Any tool not returned must be paid for by the employee.

7. The responsibility for good work rests with the operator. Even though the first piece or item run off has been checked, it is still the operator's responsibility to further check and determine that the balance of the material is being worked properly.

## Part II

### PENALTIES FOR VIOLATION OF SHOP RULES

#### Group One

##### First Offense:

##### Discharge

1. Conviction of felony.
2. Use of narcotics or intoxicating liquors on Company property, unless prescribed by a qualified physician.
3. Reporting for work under the influence of alcohol or narcotics or other controlled substances.
4. Theft of Company's or another employee's property.
5. Willful destruction of Company property or personal property.
6. Engaging in carnal acts and/or immoral relations on Company property.
7. Employee changing feed or speed or specifications of his/her machine without approval of Foreperson.
8. Carrying concealed deadly weapons.
9. Horseplay in the Plant or on Company property which results in physical injury to any person.
10. Assault or fighting in the Plant or on Company property; aggressors only.
11. Willfully punching another employee's clock card or falsifying his/her own or another's clock card, production card, or other Company record with the intention of defrauding the Company.
12. Unauthorized removal of safety Devices or repair tags from machinery.
13. Unauthorized closing of electrical circuits.

14. Willful violation of any Shop Rules which results in injury to any person.
15. Insubordination.

### Group Two

All Group Two Violation Slips become void one (1) year from date of issuance.

First Offense:	Two Day Suspension
Second Offense:	Five (5) Day Suspension
Third Offense:	Discharge

1. Violation of Safety Regulations as established, unless otherwise specifically stated herein.
2. Deliberately making, lying about, or concealing scrap or defective work.
3. Destruction of Company property because of gross negligence.
4. Uses of places other than authorized for lavatory purposes.
5. Sleeping while on duty.
6. Unauthorized recruiting or organizational activities.
7. Knowingly making false claims for insurance benefits.
8. Smoking in posted Restricted Area (automatically classes in Group One if fire results).
9. Refusal to work overtime without valid excuse.
10. Operation of any moving vehicle while operator is not in proper operating position.

### Group Three

All Group Three Violation Slips become void one (1) year from date of issuance.

First Offense:	Written Warning
Second Offense:	Two (2) Days Suspension
Third Offense:	Three (3) Days Suspension
Fourth Offense:	Five (5) Days Suspension
Fifth Offense:	Discharge

1. Absenteeism: Failure to report same or absenteeism without valid excuse.

2. Willfully making false statements inducing the Company to excuse employee from work or for tardiness.
3. Leaving the immediate work station area of section without authorization, except for use of lavatory.
4. Willful failure to punch time card or punching time card at unauthorized times.
5. Unauthorized use of any machine or equipment.
6. Failure to abide by the established lunch period, wash-up period or clean-up period regulations.
7. Negligence or carelessness which might cause damage to Company property, or injury to any person.
8. Malingering (trying to avoid work by pretending to be sick).
9. Inattention to duty resulting in scrap or defective product.

#### Group Four

All Group Four Violation Slips become void one (1) year from date of issuance.

First & Second Offenses:	Written Warning
Third Offense:	Two (2) Days Suspension
Fourth Offense:	Three (3) Days Suspension
Fifth Offense:	Five (5) Days Suspension
Sixth Offense:	Discharge

1. Failure to be at proper workstation at beginning of shift.
2. Disorderly conduct:
  - a. Threatening another person with bodily injury on plant property.
  - b. Catcalling or deliberately provoking arguments.
  - c. Gambling on plant property.
  - d. Selling of lotteries, chances or other tickets in the plant without authority.
  - e. Posting or writing anything other than authorized notices anywhere on Company premises.

- f. Leaving or throwing or refuse, garbage, paper, etc., contrary to regulations.
  - g. Willingly moving or hiding another employee's clock card.
3. Failure to return tools and equipment as required.
  4. Abuse of regulation governing light lunches.
  5. Spreading malicious and/or false rumors.

Maximum allowable suspension periods Group Two plus Group Three plus Group Four equals four (4).

Next violation slip following the four (4) suspension periods (Group Two and Group Three and Group Four tolerated) will result in discharge.

### GENERAL SHOP RULES

1. Only the authorized operator is allowed to operate or ride on life trusts, tow motors, grab trucks, cranes, etc.
2. No employee shall willfully distract the operator of moving equipment in any manner.
3. The crane operators must not overload equipment cranes, hook, cables, chains, etc. When in doubt, as your Supervisor.
4. Crane operators may not leave cranes with loads suspended on hooks.
5. The use of worn or unsafe tools and equipment is not permitted.
6. Employees must never tamper with fire or safety equipment. Only authorized personnel may move or repair such equipment.
7. All moving equipment must be completely shut down before adjusting, cleaning or oiling.
8. The tag may not be removed from tagged-out equipment except by the employee who so tagged it. Foreperson's permission may be obtained under unusual circumstances, the Foreperson will initial the tag and note the reasons for its removal.
9. The use of safety equipment must follow the practice noted in the Union-Management Agreement, Article Number XIV.

## LETTER OF AGREEMENT

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.

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