

K9845

ST MARYS CEMENT, INC. (US) CHARLEVOIX, MI

Agreement Between

St Marys Cement, Inc. (US) and the Cement, Lime, Gypsum, and
Allied Workers Division

of the

International Brotherhood of Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers, and Helpers, (AFL-CIO)

Local Lodge No. D-480

Effective May 1, 2015 through April 30, 2020

BASIC AGREEMENT INDEX

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CURRENT 2015 - 2020 CONTRACT

ARTICLE 1 – Agreement and Purpose

- 1.1** This Agreement is by and between St. Marys Cement Inc. (US), hereinafter called the “Company”, and Local D-480 affiliated with the Cement, Lime, Gypsum and Allied Workers Division (International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO), hereinafter called the “Union”, acting on behalf of its members, whose members are employees of St. Marys Cement Inc. (US).
- 1.2** It is the policy of the Company and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, sex, age, religious creed, national origin, handicap or Vietnam Era Veteran status.

The Masculine words “he”, “his” and “him” as used in this Agreement also shall mean the feminine words, “she” and “her”.

ARTICLE 2 – Union Recognition and Security

- 2.1** The Company recognizes the Union as the exclusive representative for all hourly rated production, maintenance, quarry and laboratory employees, excluding all office employees and all supervisors as defined by the National Labor Relations Act, as amended, for the purposes of collective bargaining in respect to wages, hours and working conditions at its plant located at:
- Charlevoix, Michigan, Local D480
- 2.2** The provisions of this Article shall be deemed to be of no force and effect in any State, to the extent to which the making or enforcement of such provision is contrary to law. It is the condition of employment that all employees covered by this Agreement shall be members of the Union. With regard to new hires they shall become members of the Union on the first day after the completion of the probationary period. Union dues will begin on the first day of the first pay period following the beginning of membership. The Company shall be held harmless from any claim, demand or action arising out of such deductions.
- 2.3** The term “employee” as used in this Agreement refers only to an employee whose job is set forth in the Job Classification list attached or any subsequent job added to the list during the term of the Agreement.

2.4 The Employer agrees to deduct from the pay of all employees covered by this Agreement, the dues & initiation fees of the Union, and agrees to remit same to the Union. Where law requires written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

ARTICLE 3 –
Union
Cooperation

The Union agrees that it will cooperate with the Company in all matters of industrial relations including carrying out Equal Employment Opportunity obligations and will support the Company's efforts to assure a fair day's work on the part of its members and that it will actively strive to eliminate absenteeism and other practices which restrict production. It further agrees that its members will abide by the rules of the Company in its effort to prevent accidents, to eliminate waste in production, reduce costs, conserve materials and supplies, improve the quality of workmanship, and strengthen goodwill between the Company and its employees.

The Union agrees that it will assist the Company in enhancing the competitiveness of the Company, and augmenting or increasing revenue generation.

The parties hereto intend by this Agreement to provide a stabilized and mutually beneficial relationship between them and to insure the production of quality products on schedule and at competitive costs during the life of this Agreement.

ARTICLE 4 –
Management
Rights

The Union recognizes that the management of the plant, the direction of the working forces, including the right to hire, discipline or discharge for just cause, the right to enforce rules and policies for the maintenance of discipline, safety and productivity; the exclusive rights to determine partial or permanent discontinuance or shutdown of operations (the Company's only obligation when exercising this right is to bargain with the Union over the effects of that decision); the right to determine production requirements and job content; the right to promote or to transfer employees; the right to contract work; the right to transfer and relieve employees from duty because of lack of work or other legitimate reasons, and the right to establish and change shift schedules and duties of employees are vested in the Company, except as otherwise provided in the Agreement. Regarding rules and policies the company will discuss with the local Union Committee before posting. The listing of specific rights in this Agreement is not intended to be nor shall be considered restrictive of or a waiver of any of the rights of management not listed and not specifically surrendered herein, whether or not such rights have been exercised by the Company in the past.

ARTICLE 5 -
Seniority

5.1 The seniority unit shall be plant wide.

5.2 Seniority is continuous service, which shall be calculated from date of first

employment or re-employment following a break in continuous service, whichever occurs later.

When two or more employees are hired on the same day, the employee with the lowest last four (4) digits in their social security number shall be senior to the employee with the highest last four (4) digits.

- 5.3** New employees and those hired after a break in continuity of service will be regarded as probationary employees for the first ninety (90) calendar days and will receive no continuous service credit during such period. Probationary employees may file and process grievances under this Agreement, but may be laid off or discharged as exclusively determined by the Company. Probationary employees who continue in the service of the Company subsequent to the first ninety (90) calendar days shall receive full continuous service credit from date of the most recent hiring.
- 5.4** An employee covered by this Agreement shall lose his entire seniority if:

 - 5.4.1** He voluntarily quits;
 - 5.4.2** He is discharged for just cause and not rehired within six (6) months or reinstated;
 - 5.4.3** He is absent from work for three (3) consecutive days without notifying local management.
 - 5.4.4** The employee is on layoff or disability for a period of three years or 50% of his seniority attained at the start of such absence, whichever is less.
 - 5.4.5** He fails to answer recall within five (5) days of notice from the Company providing the Company confirms recall by certified mail to the last address of record. It is the sole responsibility of the employee to advise the Company of any address changes. The address of record will be maintained by the Company.
 - 5.4.6** He retires from the Company.
- 5.5** Leaves of Absence

 - 5.5.1** A leave of absence for the purpose of accepting a position with The Cement, Lime, Gypsum and Allied Workers Division at the Local, district, or international level, or the AFL CIO or any of its subordinate bodies, shall be available to not more than one (1) employee at any one time. Applications for such leave shall be submitted to the Company in writing thirty (30) days prior to the effective date of such leave to permit proper provisions to be made to fill the job to be vacated. Leaves of absence for this purpose shall be for two years, which can be extended by mutual agreement. Group insurance coverage shall be suspended after thirty (30) days of such leave.

All insurance coverages will be reinstated upon returning to work with the Company. Upon returning to work such employee will be reinstated on his former job, providing it is still in existence; if not, he shall be eligible to apply for any job within the bargaining unit by means of the existing bidding procedure or by bumping.

5.5.2 Up to two (2) employees, may be excused from work for up to two (2) weeks in a calendar year for the purpose of attending an International Union meeting or convention. Applications for such leave shall be submitted in writing fifteen (15) days prior to the effective date. Supervisor will need to approve based on business demands and current employee out on personal time.

5.5.3 Any employee detained from work on account of sickness or for any other good reason shall notify his Foreman, before the start of his shift. Any employees absenting themselves from work for five (5) consecutive days without good and satisfactory reasons may be discharged and dropped from the seniority list and payroll of the Company. Repeated unauthorized absences of any kind of less than five (5) days shall be subject to the progressive disciplinary procedure.

5.5.4 Subject to the approval of the Company, employees requesting a leave of absence in writing for personal reasons may be granted leaves of absence not to exceed thirty (30) calendar days.

5.6 College students will work no more than five (5) months within a calendar year. The selection of College students is at the sole discretion of the Company.

5.6.1 No college student will be hired when any regular employee is on layoff

5.6.2 All college students must sign an appropriate form which will spell out the terms of their employment including but not limited to an agreement to commence their employment on a specified date and terminate their employment on a specified date. Such dates must be in accordance with the time period specified in this section.

5.6.3 The term of employment will not be extended unless mutually agreed to by both the Company and the Local Union Committee

5.6.4 College students shall not accumulate seniority nor be eligible to bid on any new job or vacant job, which may occur during their terms of employment.

5.6.5 A college student will not become eligible for a floating holiday and will not have any vacation rights.

5.6.6 College students will not participate in the Company's pension and insurance programs.

The above will be in full force and effect, except that if any portion is found to be

contrary to any federal, state or local law, it shall be changed to comply with said law.

ARTICLE 6 –
Job Security

6.1 Whenever the installation of mechanical equipment, change in production methods, the installation of new or larger equipment, the combining of jobs or the elimination of jobs, will have an effect on the job status of one or more employees, the Company will give the Union reasonable advance notice of same and, upon request by the Union, will promptly meet with the Union to review and explore the effects of such installation or installations or change or changes upon the working force. If the facilities which have been permanently shut down are reopened by the Company any employee who has retired after the shutdown under the Pension Plan shall not be eligible for recall.

6.2 Under circumstances involving a non-disciplinary temporary lay off situation; an employee's participation in the group insurance program shall continue for up to ninety (90) days following the month in which they are temporarily laid off. In the event of a temporary layoff, an employee may request any of his vacation due paid; employee may request the vacation pay paid to them as a lump sum paid with their last paycheck before the layoff provided employee has notified payroll with reasonable advance notice. No employee shall be eligible for holiday pay during the temporary layoff.

6.3 In all other situations, the insurance program will terminate in compliance with the Insurance Carrier's termination policy and pending claims shall be processed in accordance with the terms of the existing group insurance program. Vacation pay is limited to the unused vacation remaining due within the calendar year. No employee shall be eligible for holiday pay or vacation pay other than vacation pay due after the last day the employee worked. No employee shall accumulate credited service under the pension plan after the last day the employee worked.

6.4 When a production curtailment or a plant shutdown causes a reduction in personnel in a department or throughout the plant, a senior employee whose regular job is not required shall have the option of accepting available work for which he is qualified or accepting layoff. A Senior employee who elects to accept available work shall be entitled to:

6.4.1 Bump any junior employee whose job was previously held by the senior employee on a permanent basis for a sufficient period of time to demonstrate his ability to satisfactorily perform the job, as it is constituted at the time of the production curtailment or plant shutdown. If the above procedure would result in an employee becoming a part of the labor crew, he may exercise his bumping rights set forth in 6.4.2 prior to entering the labor crew.

6.4.2 An employee can bump a junior employee on a plant wide basis provided he is

qualified to perform the job immediately, except for the Control Room Operator position which cannot be bumped unless he has held that position within the last twelve (12) month.

Employees who hold utility or vacation-relief jobs where the employee actually works on several different jobs on a scheduled basis shall be considered as having held those classifications on a permanent basis for purposes of this section 6.4.

Any junior employee who is displaced by a senior employee shall have the same rights as the senior employee set forth herein.

After the bumping is completed, the Company has the right to require a senior employee to perform available work during the curtailment or shutdown if there is no junior employee with the necessary qualifications to perform the work.

A plant shutdown is defined as a period during which none of the clinker burning units are producing.

- 6.5** The Company agrees to post a notice at least one week in advance of an intended shutdown. Whenever a layoff is planned because of a change or reduction in plant production requirements, the Company will, not less than seven (7) calendar days prior to the effective date of the layoff, post a bulletin stating the expected extent of such layoff, and the expected effect on the work force. In the event the required notice is not given in accordance with the above, the Company will pay the laid off employee(s) the scheduled time lost at the applicable straight time hourly rate. The seven (7) calendar day period shall commence on the completion of the third shift following the day in which the notice was posted. The foregoing does not apply to disciplinary layoffs and layoffs because of curtailment made necessary by disaster or emergency conditions affecting the ability of the Company to physically operate the plant.
- 6.6** Company personnel excluded from the bargaining unit shall not regularly perform bargaining unit work except temporarily in an emergency; for training or instruction purposes, for testing, diagnosis, analysis or when necessary to prevent disruption of the flow of operations or when necessary to meet the interest of efficient operations.
- 6.7** If an incapacitated employee is released to return to work and is not physically able to perform the job that the employee was performing before the disability occurred, the released employee shall be allowed, subject to mutual agreement between the Company and the Union, to displace a less senior employee in a job that the released employee is physically capable of performing. The displaced employee shall be the least senior person in the job classification. Any employee, who bumps under this provision, must qualify for the new job within a reasonable period of time, but not to exceed 30 days. If a less senior employee is displaced from their job, the displaced employee will maintain his rate of pay for a period of six (6) months maximum; and the displaced employee, with the ability and qualification to perform another job, shall be allowed to also displace a less senior employee following the same procedure.

6.8

The Company recognizes that all employees shall retain the right to seniority preference in cases of layoffs, production curtailment, temporary shutdown and recall. The last employee hired shall be the first laid off and the last laid off the first rehired with the following possible exceptions. Such preferences in the cases of layoffs and recall shall take into consideration the employee's seniority, classification and the efficient operations of the facility. It is recognized that, in periods where business conditions necessitate that the level of production be reduced to a point where only a minimum number of employees are required, it shall be necessary, in some cases, to deviate from strict plant seniority in order that some positions be available to service and adjust the equipment when production requirements increase. When deviating from strict plant seniority, the Company will keep the most senior employees in the classification(s) needed to service and adjust such equipment. If the Company does not layoff in accordance with seniority, the Company will meet with the Union to explain the reasons prior to the layoff

ARTICLE 7 –
Working
Conditions

7.1

Eight (8) hours shall be the regular workday and forty (40) hours shall be the regular workweek. The workday shall commence with the beginning of the morning shift and workweek shall commence with the beginning of the morning shift on Monday, 7:00 AM.

7.2

Work schedules for each workweek will be posted on Thursday of the previous week prior to the end of the first shift. If an employee's work schedule is changed after the end of the first shift of the preceding Thursday, he shall be compensated by multiplying the regular straight-time hourly wage rate by one-half (0.5) hr the first eight (8) hours worked in his new schedule and the premium shall be paid in addition to whatever compensation the employee is otherwise entitled to receive under any other Section of this Agreement. An employee's work schedule is changed and the premium is paid when the employee is required by a schedule posted after the first shift on the previous Thursday to work hours in place of the hours the employee was required to work by the schedule posted prior to the end of the first shift on the previous Thursday.

7.3

Hours worked in excess of eight (8) hours in the workday and forty (40) hours in the workweek shall be paid for at the applicable overtime rate.

No employee shall receive pay for any hour worked or unworked which singly or in any combination, exceeds 2.5 times his regular straight time hourly rate.

7.4

Overtime Pay Schedule:

Type	Hours	Rate
Overtime (Mon-Sat)	Over Eight (8) and (40)	1- 1/2x
Overtime (Mon-Sat)	Over Twelve (12)	2 x
Sunday Scheduled	All Hours Up to 12	1- 1/2 x
Sunday Scheduled	All Hours Over 12	2 x
Sunday Callouts	Time Worked & Not Worked	2 x
Callouts (Mon-Sat)	(4) hours Guaranteed	1- 1/2 x
Holiday	Worked Normal Scheduled Hours	1 1/2 x (+) Plus Holiday Pay
Holiday	Not Worked	(8) hours Holiday Pay
Callouts Holidays	During Normal Scheduled Hours Pay	1- 1/2 x (+) Plus Holiday
Callouts Holidays	Outside Normal Schedule Hours	2- 1/2 x
7th Day	All Hours Worked	2- 1/2 x
7th Day	Callouts Hours Not Worked	2 x
	* No Hour Will Exceed 2 1/2 x*	

7.5

Overlapping Shift

In the event an employee on an eight (8) hour schedule works more than twelve (12) hours in the workday, he shall be paid for all hours worked in excess of such twelve (12) hours at double the regular straight time hourly rate.

After an employee has been engaged in work for twelve (12) consecutive hours, he shall be paid for all consecutive hours worked immediately succeeding and in excess of such twelve (12) hours at double the regular straight time hourly rate.

If an employee is being paid the rate of double time under the foregoing paragraphs, his rate of pay shall not be reduced when his work continues into or overlaps his regular shift. However, the Company may exercise either of the following options:

7.5.1

The Company may instruct the employee to continue to the end of the shift at the double time rate, or

7.5.2

Sent Home Pay

The Company may send the employee home at any time during the shift, provided the remainder of the shift is paid for at straight time, subject to a maximum payment

of four (4) hours at straight time. Such employee cannot be called back to work until he has been off duty for eight (8) consecutive hours.

In no event shall the first two provisions of the Section be applied to the same hours of work. The provision, which creates the highest earnings, shall be applied.

- 7.6** Callouts and Off-days: In case an employee is called for work during any hour in the day or week in addition to his regular schedule he shall receive a minimum of four (4) hours' pay for such work at one and one half (1.5) times. However, if he is notified before the end of his regular shift to report early, it shall not be considered a callout. Callout hours and off-day hours are overtime hours.
- 7.7** Lunch period interrupted by work assignments: One-half (1/2) hour at the applicable overtime rate shall be paid for any scheduled lunch period interrupted by a work assignment and either prior or subsequent to the regular lunch period, reasonable time for lunch shall be granted with pay for same at the employee's regular rate.
- 7.8** **Seventh Day**
If an employee actually works seven consecutive days in a plant workweek, the employee shall be compensated at a rate of two and half times his regular straight time hourly rate. In order to be eligible for this premium the employee must have worked seven consecutive days in the workweek unless excused on their regularly scheduled workdays for bereavement leave, jury duty, a floating holiday or by plant management for other unavoidable absences.
- 7.9** Overtime paid on a daily basis shall not be duplicated on a weekly basis.
- 7.10** **Overtime Distribution**
- 7.10.1** Every reasonable effort will be made by the Company to avoid requesting any employee to work overtime and the Company will consider under the circumstances involved any reasonable excuse from an employee for not working the overtime.
- 7.10.2** Overtime in the various job classifications shall be equally divided insofar as it is practical to do so. Any employee who is contacted and cannot work the overtime including callouts will be charged with the number of hours actually worked or paid, whichever is greater. Overtime worked or charged shall be posted weekly in each department by the foreman. Callout sheets shall be posted on a daily basis.
- 7.10.3** When the Company determines that it is necessary to require an employee or employees in a classification to work overtime, it will go to the qualified employee lowest in overtime in the classification who has not voluntarily accepted that overtime, who is present in the plant. If sufficient manning is not obtained at the Plant for the overtime required, the Company will go to the employee lowest in overtime in the classification who is off, to work the required overtime.

As circumstances permit, the Company will go outside the classification to attempt to obtain another qualified employee before requiring an employee in the classification to work overtime.

7.10.4 The Operating Shift Breakers will be included in the Control Room Operator classification and PREMO classification for overtime purposes. His overtime total will be incorporated in these classifications.

7.10.5 The Company will continue its practice of allowing a fifteen minute paid wash-up time on continuous overtime beyond the end of his shift. In addition, the Company will continue its practice of paying overtime in fifteen (15) minute increments.

7.10.6 For purposes of overtime distribution, when probationary and labor upgrade employees are added to a job classification, they will enter the classification at the highest number of overtime hours existing in the classification plus one. S&A and workers compensation will enter the classification at low plus one. Someone who enters by way of bidding or bumping process will enter at the average overtime hours of the classification. Employees temporarily transferred to another classification shall enter that classification at high plus one for overtime purposes.

7.10.7 When filling vacancies occurring on the 8-hour continuous operation shift the parties agree that the proper method will be to split the shift in 4-hour increments between individuals on shift either side of the vacant shift. No penalty is required if this procedure is followed or not followed and it is recognized that following this procedure may result in unequal overtime distribution.

7.10.8 Prior to requiring someone in the classification to work overtime, the Company will make a good faith effort to find a qualified person from outside the classification who is willing to work. If it is necessary to require someone to work, the Company will first go to the qualified employee(s) lowest in overtime in the classification at the plant. If more employees are needed to work, than the lowest employee(s) in the classification who is off, will work the required overtime.

7.11 Lunch Allowance

7.11.1 Any employee who has not been notified of his overtime assignment at least twelve (12) hours prior to the commencement of the overtime assignment and who works more than ten (10) consecutive hours, shall be provided with a lunch allowance. Any employee who works in excess of fourteen (14) consecutive hours shall be provided with an additional lunch allowance, and lunch allowances will be furnished at the end of every four (4) consecutive hours worked thereafter.

7.11.2 Any employee who is called out and works more than four (4) consecutive hours shall be provided with a lunch allowance. In addition, said employee shall be provided with a lunch allowance every four (4) consecutive hours worked thereafter.

There shall be no duplication of lunch allowances under provisions 7.11.1 and

7.11.2 above. The employees shall be given reasonable time to eat his lunch without loss of pay.

7.12 The Company agrees that the allowance for overtime meals will be \$10.00.

7.13 The Company agrees that they will not work any employee beyond sixteen (16) consecutive hours excluding lunch periods unless no other classified employee is available to do the work.

However, in the event that a vacancy occurs that would require a classified employee to work more than sixteen (16) consecutive hours, the Company will fill that vacancy with another classified employee who has primary overtime rights and then by any other qualified employee. This agreement does not absolve an employee from the requirement to stay on the job until properly relieved. However, the Company is required to make a diligent effort to provide a relief at the end of the sixteen (16) hour period.

7.14 **Eight Consecutive Hour Rest Premium**

7.14.1 An Employee should receive at least eight (8) consecutive hours off work within the fourteen (14) consecutive hours immediately preceding the start of his next scheduled shift. In the event an employee does not receive eight (8) consecutive hours off work within the fourteen (14) consecutive hours immediately preceding the start of his next scheduled shift, the Company shall exercise one of the following options:

7.14.1.1 Instruct the employee to report late for his next scheduled shift. The employee cannot be called until his rest hours and longest consecutive off-duty period is equal to eight (8) hours. The employee will be paid that day the appropriate straight time rate for those hours not worked between the starting time of his scheduled shift and the time he reports to work in accordance with the Company's instructions. The appropriate straight time rate on the workday Sunday shall be one and one-half (1.5) and on a recognized holiday, two (2.0). These hours shall be counted as actual hours worked when calculating overtime hours and seventh day.

7.14.1.2 Instruct the employee to work at the starting time of his scheduled shift. The employee shall receive a premium that day for those hours worked which, if added to his longest consecutive off-duty period, equal to eight (8) hours. The premium shall be determined by multiplying the regular straight-time hourly rate by one (1). The premium shall be in addition to whatever compensation the employee is otherwise entitled to receive under any other Section of this Article.

7.14.2 If an employee does not receive at least eight (8) consecutive hours off work within the fourteen (14) consecutive hours immediately preceding the start of callout hours worked on an off-day (provided that any of the callout hours worked occur within the hours the employee would have otherwise been scheduled to work had the employee not been scheduled off), the employee shall receive a premium for those hours worked or instruct the employee to go home. The employee cannot be called until his rest hours and longest consecutive off-duty period is equal eight (8) hours. The premium shall be determined by multiplying the regular straight time hourly rate by one (1). The premium shall be in addition to whatever compensation the employee is otherwise entitled to receive under any other section of this Article.

7.15 Wage Rate - Transfer and Assignments

7.15.1 Employees temporarily transferred for two (2) or more hours on a higher paying job shall be paid the higher rate for the entire shift.

7.15.2 The Company shall have the right to utilize employees to perform any job; provided, however, overtime and callouts in any classification shall be offered to the available classified employees in that classification before other employees are assigned such work.

7.16 Sunday Work

All hours worked by an employee on Sunday which are not paid for on a premium and/or overtime basis shall be paid at the rate of one and one-half (1-1/2) times the regular straight time hourly rate exclusive of shift differentials. There shall be no duplication or pyramiding of premium pay and/or overtime under this provision.

7.17 Reporting Pay

Any employee who is required to report for work shall be given at least four (4) hours pay at the regular straight time hourly rate, and shall receive full pay for all time thereafter that he is required to remain on the premises ready for work. Any employee put to work on his regular working day shall receive full day's pay at the regular straight time hourly rate.

7.18 Funeral Leave

7.18.1 An employee, upon the notification of the death of his or her father, mother, spouse, son, daughter, brother, sister, stepfather, stepmother, stepson, stepdaughter, half-sister, half-brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, grandparent, or spouse's grandparent, shall be granted his or her next three (3) scheduled working days off with pay four (4) days off with pay if the employee is required to travel beyond 250 road miles one way. Payment by the Company for such time lost shall be on the basis of eight (8) hours per day at the employee's regular straight time hourly rate, including shift differential. In order to be eligible for bereavement pay for any in-law, the individual must be a current relative of you or your spouse. (Note: If the grave side service is postponed due to weather conditions, the employee can use one of the

forementioned days at that time and will be granted the day off.)

7.18.2

As used herein, brother-in-law is defined to mean (1) the brother of one's husband or wife, (2) the husband of one's sister, (3) the husband of the sister of one's spouse, and sister-in-law is defined to mean (1) the sister of one's husband or wife, (2) the wife of one's brother, (3) the wife of the brother of one's spouse.

The above clause shall not apply to an employee who is laid off, except when an employee is notified to return to work effective on or before the day of the funeral he shall be granted full funeral leave with pay.

No bereavement payment will be made unless the employee attends the funeral nor will payment be made if there are more than fourteen calendar days between the date of death and the next scheduled workday.

The day or days paid for such funeral leave shall be counted as eight (8) hours worked for the purpose of computing weekly overtime.

7.18.3

Up to two members of the Union Committee will be excused (without pay) to attend the funeral of any current or retired member.

7.19

Jury Duty

Any regular employee (as distinguished from a probationary employee) required to perform jury duty on a day he is scheduled to work, shall be excused from work on that day. The Company shall pay the employee the difference between the amount received for such jury duty and eight (8) hours at his regular rate of pay plus shift differential if involved.

The day or days paid for such jury service shall be counted as eight (8) hours worked for the purpose of computing weekly overtime.

7.20

Wash Time and Rest Breaks

7.20.1

An employee who does not receive a paid lunch period shall clock out prior to the regular quitting time for his shift. However, he shall be permitted to leave his place of work 15 minutes prior to the regular quitting for his shift to wash provided that the employee is not required to work overtime. An employee does not receive 15 minutes away from the job to wash because he has been required by the Company to work up to but not after the regular quitting time for his shift, shall be compensated for lost wash time by multiplying his regular straight time hourly rate by fifteen minutes (.25 hour). If the employee uses additional time to clean following the regular quitting time for his shift, he shall be paid as though he had clocked out at the regular quitting time.

7.20.2

An employee who does not receive a paid lunch period will be allowed a 15 minute rest break away from his job during the first four hours of his regular shift. Break

times shall be determined by the employee's foreman and the efficient operation of the plant shall be controlling. The 15 minute break shall be strictly construed to be the total time away from the job. Should any employee regularly be denied a break, he may file a grievance in a timely manner.

7.20.3 The Company is not required to grant any employee who does receive a paid lunch period any wash-up time; however, a 15 minute break is provided within the first four hours and any employee who works beyond 10 consecutive hours will be granted another 15 minute break. Furthermore, said employee shall receive 20 minutes for a paid lunch break but will take his lunch break so that there is no interruption of operations.

7.21 When the company determines a vacancy or new job exists the job will be posted with job guidelines for seven (7) days to allow employees to make application in writing for such job. Employees who submit applications are required to accept the job unless they withdraw their bid prior to the end of the seven day posting period. Employees may bid two times during the life of the agreement on a lower or equal level job. Job bids for the training program will be considered as bid for the top job.

7.22 The Company will consider every applicant in terms of:

7.22.1 Seniority, the applicant's skill and ability and active discipline record measured against the requirements of the job are the primary selection criteria. Where two or more applicants' qualifications are relatively the same, seniority shall govern.

If an employee proves unsatisfactory, he shall be reinstated to his previous job. Regarding the CRO classification only, the applicant has a grace period of four (4) weeks of training within which they can opt out of the CRO position and may return to his previous position.

This section does not require the Company to award a job to any applicant if no applicants are qualified to perform the work.

The Company has the right to assign any employee to fill a new job or to fill a vacancy until the job has been awarded.

The Company will meet with the Local Union Committee to explain its decision when the Company awards a job to a junior employee. When considering applicants for a vacant job, an employee who has previously held and worked on the job permanently for one year or more in the three years prior to the bid in question such employee shall have preference over an employee who has not previously held the job. Any senior applicant shall have the right to challenge the Company's award by filing a grievance in a timely manner. Any employee reinstated to his previous job shall have the right to challenge his disqualification by filing a grievance in a timely manner.

7.22.2 Once a job has been awarded, the Company will make every effort to place the successful bidder on the job as soon as possible, but within thirty (30) calendar days. An employee who bids and is awarded a job shall receive the rate of the new job when the applicant is qualified.
This shall not apply if the delay beyond thirty (30) days is caused by multiple bidding to fill the original vacancy.

7.23 **Temporary Job Vacancies**
Temporary Job Vacancies: The Company shall not be required to fill temporary job vacancies, whether scheduled or unscheduled, unless the efficient operation of the plant requires that said temporary job vacancies be filled.

When the Company determines that a temporary vacancy, scheduled or unscheduled, is to be filled by a laborer, the assignment will be made in the best interest of the efficient operation of the Plant. In many instances, the company will offer the senior available laborer an upgrade to higher rated classifications and will continue to do so depending on the circumstances, but not as a contractual requirement. However, if the Union determines that a repeated pattern and practice of ignoring seniority on upgrades has developed concerning a particular individual or group of individuals, a grievance may be filed.

ARTICLE 8 -
Vacations with
Pay

8.1 Calculation of an employee's vacation hours will be based upon his or her date of hire (anniversary date). Hours to be credited will be in accordance with the vacation schedule as outlined in Article 8.2. Employee must use additional hours credited by the end of the calendar year (Jan 1-Dec 31) in which additional time is earned. Note: 520 hours shall constitute a year of service. If employee works less than 520 hours in a year, vacation hours shall be prorated.

8.2 All employees who have completed one or more anniversary years of service but less than five (5) years of service will be entitled to two (2) weeks of vacation, provided they meet all other requirements of this Article.

Employees who have completed five (5) or more anniversary years of service but less than fifteen (15) years of service will be entitled to three (3) weeks of vacation, provided they meet all other requirements of this Article.

Employees who have completed fifteen (15) or more anniversary years of service, but less than twenty (20) years of service, will be entitled to four (4) weeks of vacation, provided they meet all other requirements of this Article.

Employees who have completed twenty (20) or more anniversary years of service will be entitled to five (5) weeks of vacation, provided they meet all other requirements of this Article.

- 8.3** Vacation pay will be based on a forty (40) hour week at the rate of the permanently assigned classification on which an employee is working at the time he takes his vacation. If an employee has held a single higher rated classification for more than six (6) months during the year preceding his vacation, he will receive vacation pay computed at the higher rate. Vacation pay shall include appropriate shift differential for those on fixed shift. Employees working on rotating shifts shall be paid an average of the rates for the rotating shifts involved.
- 8.4** Vacations will not be cumulative, but so far as practicable, be granted at times most desired by the employees, but the final right to allotment of vacation period is exclusively reserved to the Company in order to insure the orderly operation of the plant. In exercising its right to allot vacation periods, the Company will not require any employee who is on layoff to take his vacation during periods of plant shutdown or curtailment of operation. Where requested vacation periods conflict, preference shall be given to the older employee in point of service.
- Vacation shall be taken by the employee within the calendar year in which it is granted.
- 8.5** It is further agreed that if any employees have previously selected their vacation period so that it occurs during an unforeseen shutdown such vacation period shall not be changed.
- 8.6** No employee will be required and/or requested to work during his seven day vacation period. The only exception will be when a classification has two or fewer employees, no qualified personnel are available except the employee on vacation, and an emergency situation exists. In that event an employee on vacation may be requested to work.
- 8.7** The employee shall be given the opportunity to schedule his vacation during the month of December. The Company and a Local Union Steward will meet and discuss the vacation allotment by department for each calendar year. Vacation selection shall be conducted in two rounds and vacation selections are made by the employee with his supervisor in order of seniority.
- 8.7.1 Round 1:** The first round of vacation selection shall be conducted during the first two weeks of December of any calendar year. During this round an employee has the option of scheduling two (2) full weeks or one (1) full week and one (1) week of single days. Upon completion of the two weeks, vacation selections shall be posted in respective departments for one week.
- 8.7.2 Round 2:** The second round of vacation selection shall begin following the one week of review and continue through the end of December. During this round an employee must schedule his remaining full weeks or declare that he is using one week of single days. Single days not scheduled are subject to section 8.12.

- 8.7.3** An employee has the right to use his vacation days, however the Company has the right to schedule the vacations and final approval of all vacations according to the most economical and efficient operations of the department. Any employee transferring into another department, will take his vacation as allowed by management in the interest of the most economical and efficient operation of the department. Senior employees transferring into the department will not be allowed to displace vacation selections by less senior employees who were in the department during the vacation scheduling process.
- 8.7.4** The shift personnel in each of the maintenance departments (i.e. electrical, repair) will be determined prior to vacation allotments of each year.
- 8.8** Any change in an employee's selected and designated vacation period must be approved by the Company.
- 8.9** At the option of the employee, an employee with three (3) or more weeks vacation may take up to two (2) weeks of single day vacations, employees with less than three (3) weeks may take one (1) week of single day vacations, provided that he states his intentions when selecting his vacation at the start of the calendar year.
- When making the final selection of the single vacation days, the employee shall give as much notice as possible but not less than 72 hours and request approval by the immediate supervisor to take the vacation days chosen. This request shall not be unreasonably withheld.
- 8.10** Employees who have one (1) or more years of service and who are separated from service for any reason other than retirement will receive vacation pay due them on the following basis: One twelfth (1/12) vacation credit for each one hundred (100) hours worked in his current calendar year.
- 8.11** In the event the employment of any such employee is terminated for any reason, the Company shall pay to the employee, or to his beneficiary in the event of his death, all vacation due.
- 8.12** The balance of an employee's single day vacation, which is not scheduled and approved by September 1 of each year, will be scheduled by management.
- 8.13** Employees on Workers Compensation shall continue to accrue vacation time for a maximum period of 12 months, which they receive when they return to work.
- 8.14** If an employee is called into work during his or her vacation, the employee shall be paid at two and one-half times (2.5X) his or her rate of pay for all hours worked or unworked. Employee will not be required to use the vacation day and shall be credited back with eight (8) hours to use at a future date.

ARTICLE 9 -
Holidays

- 9.1** New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, First Day of Michigan Deer Season, Thanksgiving Day, Christmas Day, are recognized as "Holidays". Employees also receive three floating holidays. A Floating Holiday is defined as one (1) day's straight time pay. Floating holiday hours are not to exceed one (1) day's straight time pay.
9.1.1 Floating holidays can be scheduled or used as a call off day on the day of absence.
- 9.2** If any such holiday falls on Saturday the preceding Friday shall be the recognized holiday, if any such holiday falls on Sunday, the following Monday shall be the recognized holiday. The holiday hours shall be those hours within the 24 hour period commencing with the beginning of the first shift on the morning of the holiday and ending at the beginning of the first shift the following day.
- 9.3** Employees who are scheduled to work on a holiday shall be paid two and one-half (2.5) times the regular straight time hourly rate.
- 9.4** If no work is required of an employee on the above holidays, he will receive eight (8) hours pay at the regular straight time hourly rate, provided he meets the following qualifications.
- 9.4.1** The employee shall have been employed by the Company for at least ninety (90) calendar days prior to the holiday.
- 9.4.2** The employee shall have worked his last scheduled working day prior to and his next scheduled working day after such holiday unless excused by the Plant Manager on account of sickness, accident, death in the family, or other excused absence.
- 9.5** If an employee is scheduled to work on a holiday and fails to work, he shall not receive holiday pay, unless excused by their Department Manager.
- 9.6** If an employee works on a holiday, the holiday shall be counted as a day worked for computing weekly overtime. A paid holiday and/or Floating Holiday is to count for overtime purposes, provided holiday and/or Floating Holiday falls on one of employee's scheduled work days (i.e. the employee would have worked that day except for the holiday and/or Floating Holiday observance).
- 9.7** An employee regularly scheduled on a rotating shift that has a holiday observed during their normal workweek would have the following options:
- 9.7.1** The employee could work the holiday and present contract language would apply.
- 9.7.2** The employee will notify the company one (1) week prior to the holiday that he elects to work the holiday as a " non-holiday " at the appropriate rate as though it was a regular workday and receive an additional floating holiday.

9.7.3 The above would apply to holidays occurring prior to September 1st of the affected year.

ARTICLE 10 -

Wages

10.1 Scheduled shift workers on the second and third shift shall receive the regular straight time hourly rate plus \$1.00 per hour.

10.2 These premium rates do not apply to day workers even though they may work over into premium paid shift.

10.3 If a day worker is scheduled to take the place of a regular scheduled shift worker, then the premium rate for the shift shall apply.

10.4 The Company may at its discretion increase wages in any class or to an individual in any class without necessitating a change in the rate of any individual or class.

10.5 If the Union disagrees with the wage rates determined by the Company for new jobs or jobs with substantial changes established within the bargaining unit the matter may be submitted through the grievance procedure.

ARTICLE 11 -

Handling of

Complaints

11.1 All employees shall at all times make an effort to perform their duties in such a manner as to promote safe and efficient operation of their department and the plant as a whole.

11.1.1 Step 1

Should a difference arise between an employee and the Company as to the meaning and application of this Agreement the employee with or without his steward shall present his complaint to his foreman within ten (10) working days after the date of the alleged wrong or within ten (10) working days after the date the employee received his payroll check, whichever is later.

The foreman shall orally reply to the employee within five (5) working days after the date the employee presented his complaint in Step 1.

11.1.2 Step 2

If the employee is not satisfied with the foreman's reply, the employee may request his steward to present the grievance in writing to the Union Grievance Committee. If the Union Grievance Committee believes that the complaint is justified, it may submit the complaint in writing to the Plant Manager within five (5) working days of the date of the foreman's reply in Step 1. The Plant Manager shall schedule a

meeting with the Union Grievance Committee and any member or members of the staff that the Plant Manager desires to have present. This meeting shall take place within fifteen (15) working days of the date the Union Grievance Committee submits the grievance to the Plant Manager.

11.1.3

Step 3

The parties shall use their best efforts to settle the complaint. If the parties agree upon the disposition of the grievance, they shall reduce their understanding to writing and the grievance shall be settled. If the parties are unable to agree, the Union Grievance Committee may at the employee's request and within thirty (30) days of the date of the meeting between the Plant Manager and the Union Grievance Committee submit the grievance in writing to the Director of Industrial Relations or his representative with copies to the International Vice President or District Council Representative and the Plant Manager.

11.1.4

Step 4

If the parties are unable to settle the grievance, the Union can notify the Company in writing that it intends to submit the grievance to arbitration. This notice must be given within ten (10) days from the receipt of the written response from the Company.

Prior to a grievance proceeding to arbitration either party may within five (5) working days of the notice appealing the grievance to arbitration, request mediation through the FMCS by written notice to the other party. It is understood that such mediation is non-binding unless the parties reach mutual agreement with the mediator. It is further understood that the mediation hearing will be scheduled as soon as possible consistent with the mediator's availability.

11.2

In the event the parties are unable to agree upon an Arbitrator within seven (7) days after arbitration is invoked, then they shall jointly petition the Federal Mediation and Conciliation Service, which shall submit a panel of seven (7) qualified arbitrators, and the parties shall select a single arbitrator from such panel. The Arbitrator shall be appointed by mutual consent of the parties hereto. If the arbitrators included in this panel are unacceptable to either party, a second panel shall be requested from the Federal Mediation and Conciliation Service and a single arbitrator selected from this panel.

11.3

Any grievance referred to arbitration shall be heard as soon as possible and a decision rendered within thirty (30) days of the hearing or the date of postmark of the post hearing briefs. The arbitrator shall have no power to add to or subtract from or change, modify or amend any of the provisions of this Agreement. The decision rendered by the Arbitrator will be final and binding upon the Union, the Company, the grievant, and all the employees covered by this Agreement. The Arbitrator selected pursuant to this Article shall interpret and apply the terms of this Agreement; he/she shall not substitute his/her discretion and judgment for that of the Company. If the Arbitrator finds that a dischargeable offense was committed by the employee, he/she shall not substitute his/her judgment for that of the Company as to whether discharge or a more lenient penalty was appropriate in a particular case.

Only one (1) grievance (Arbitrability and the merits of the grievance to be considered together as a single grievance) may be submitted to or under review by any one (1) Arbitrator at any one (1) time unless by prior mutual written consent of the parties.

- 11.4** It is expressly agreed that no Arbitrator shall have the authority to decide any matter involving the exercise of a right reserved to management under this Agreement. Grievances heard by the arbitrator must be presented in chronological order based on the date the grievances were written except in discharge cases, which may be presented out of chronological order, or in cases where the parties have mutually agreed in writing to waive the chronological order requirement.

The time limits referred to in the foregoing paragraphs exclude Saturdays, Sundays and holidays.

Any grievance not presented or appealed within the time limits provided, unless mutually agreed to extend the time, shall be considered settled on the basis of the decision which was not appealed and shall be final and binding on the parties involved.

Grievances presented in any of the regular steps set forth and not answered within the time specified or as the same may be extended by mutual agreement shall be considered appealed to the next step of the grievance procedure.

- 11.5** The fees and expenses of the arbitration proceeding, except fees for witnesses brought in by either party and legal counsel's fees shall be borne equally by the Company and the Union. Bargaining unit employees including Committeemen who participate in arbitration proceedings shall not be compensated by the Company.

- 11.6** Local Union officers and stewards off-duty and representatives of the International Union and District Council shall, upon notice to the Company, be permitted on Company's premises to investigate grievances.

- 11.7** Meetings will be conveniently scheduled so as to complete all business within the normal working day for day employees. Any employee who is scheduled to work during the hours the meeting is held and who attends the meeting will be compensated by multiplying the regular straight time hourly rate by the hours he attends the meeting. In addition, if the employee attends the meeting beyond his normal quitting time, he will be compensated for each additional hour he attends the meeting by multiplying the regular straight time hourly rate by one (1) and said additional hour or hours shall not count toward daily or weekly overtime.

Any member of the Committee who is not scheduled to work during the hours the meeting is held, who is not scheduled to work the third shift immediately preceding the meeting, or who is not scheduled to work the second shift immediately following the meeting, and who attends the meeting, will be compensated by multiplying his regular straight time hourly rate by all hours he attends the meeting. Any hours paid under this paragraph shall not count toward the calculation of any penalty or premium pay section of this Agreement including but not limited to daily or weekly overtime.

When a meeting is scheduled at which a representative of the International Union and a representative of the Company will attend, any member of the committee who is scheduled work the third shift immediately preceding the meeting will be excused from working the third shift and will be compensated by multiplying eight (8) hours at the regular straight time hourly rate plus shift differential if the employee has attended the meeting.

Any member of the committee who is scheduled to work the second shift immediately following the meeting will be excused from working the second shift if the employee has attended the meeting for six (6) hours. In the event the employee is excused from working the second shift, he will be compensated by multiplying eight (8) hours at the regular straight time hourly rate plus shift differential.

11.8 The Company will reimburse up to four (4) members of the Union's Bargaining Committee for scheduled time lost due to attendance at negotiations. The rate of pay will be the regular straight time hourly rate including Sunday premium, if applicable.

11.9 Disciplinary letters issued to employees will remain in the employee's personnel file for twelve (12) months. At the end of the twelve (12) month period, the disciplinary letters will not be used against the employee and will be removed from the employee's personnel file unless required to retain in accordance with State or Federal law. A discipline of one week or more will not be used against the employee after five years and will then be removed from the employee's personnel file unless required to retain in accordance with State or Federal law.

11.10 Where there is a discussion between an hourly employee and a supervisor that is intended as a disciplinary measure, the Company requests that a grievance committeeman, job steward or other designated employee be present.

A "disciplinary measure" shall be limited to the issuing of a reprimand or the imposition of a penalty to an employee about which a notation, letter or unsatisfactory performance report is subsequently made part of the employee's personnel file.

It shall be the responsibility of the Union to appoint and have available on each shift a committeeman, job steward or other employee designated for purposes of this section who shall be identified to the Corporation in writing.

It is not the intent of this Section to expand the total number of committeemen.

11.11 When a grievance involving pay is settled in favor of the Union, the employee entitled to such pay shall be paid by the second pay following the settlement unless there is an agreement otherwise.

11.12 The Company is willing at all times to meet its employees' committee monthly and if necessary representatives of the International Union for the purpose of discussing wages, hours, and working conditions, with the object to reach a satisfactory agreement.

11.13 The committee shall consist of not more than five (5) and not less than three (3) members.

ARTICLE 12 –
Strikes and
Lockouts

The Union agrees that there shall be no strikes by the Union or by its members, of any kind or degree whatsoever, or walkout, suspension of work, slowdowns, limiting of production, or any other interference or stoppage, total or partial, of the Company's operations for any reason whatsoever, such reasons including, but not limited to, unfair labor practices by the Company or any other Employer. It is further agreed that neither the Union or its members shall engage in the above prohibited conduct in support of picketing, strikes or any labor dispute actions engaged in by any other organization or person. In addition to any other recourse or remedy available to the Company for violation of the terms of this Article by the Union and/or any Union member, the Company may discharge or otherwise discipline any employee who authorizes, causes, engages in, sanctions, recognizes, or assists in any violation of this Article. The Company will not engage in any lockouts during the term of this Agreement.

ARTICLE 13 –
Safety

13.1 The Company will continue to install such safety devices for the protection of the lives and health of its employees. The Company and Union are committed to maintaining their facilities in accordance with applicable standards.

13.2 The Company agrees to furnish first aid and medical service to its workers in any cases originating out of their work. Medical services shall be performed by a doctor the company designates. If the employee requires medical treatment from a work place injury or illness the company shall have the right to designate the doctor/medical provider in accordance with the states guidelines. Medical examination may be made annually or at any time at the discretion of the Company.

13.3 A Joint Safety and Health Committee will consist of at least four members, two appointed by the Company and two appointed by the Local Union. In the event that a member is absent from a meeting of the Committee, his alternate may attend and when in attendance shall exercise the duties of the member. The Safety Director or his designee will act as Chairman of the Committee.

The Joint Committee shall meet as often as necessary, but not less than once each month at a regularly scheduled time and place for the purpose of jointly considering, inspecting, investigating and reviewing health and safety conditions and practices and investigating accidents and for the purpose of jointly and effectively making

constructive recommendations with respect thereto, including not limited to the implementation of corrective measures to eliminate unhealthy and unsafe conditions and practices and to improve existing health and safety conditions and practices. All matters considered and handled by the Committee shall be reduced to writing, and joint minutes of all meetings of the Committee shall be made and maintained. One Union representative to the Committee will accompany a Federal or State investigator on a walk-around inspection or investigation, and will attend any pre-or post-inspection conferences.

All time spent in connection with the work of the Committee by a Union Representative including all time spent in pre-or post-inspection conferences and walk-around time spent in relation to Federal and State inspections and investigations as provided for above, shall be compensated at the employee's regular straight time hourly rate. Any time spent during the hours the employee is scheduled to work shall count toward the calculation of daily or weekly overtime. The miner's representative shall not be penalized for performing his job for both the company and the Union.

Any employee who believes his job presents a hazard to his safety or health may request an immediate review of his job by the Joint Safety and Health Committee. Employees are responsible for reporting any and all safety hazards they witness.

No employee shall be disciplined or discharged for refusing to work on a job if his refusal is based on a bona fide claim that said job is not safe or might unduly endanger his health or safety.

- 13.4** Under the mandatory eye protection program: (1) the Company will pay for the cost of the eye examination if safety glasses with corrective lenses are required; (2) the Company will pay for two pairs of corrective safety glasses whether or not the glasses require corrective lenses. Safety glasses with or without corrective lenses will not be replaced more than once a year unless broken or otherwise damaged on the job.
- 13.5** The Company agrees to pay through payroll \$350.00 each year for the life of the contract for safety boots, referred to as "boot allowance." Boot allowance shall be paid the first full pay period in January of each year.
- 13.6** The Company shall furnish all tools and equipment for its employees. Any tool that the employee uses in the performance of his job duties will be replaced by the Company if they are broken or worn out. Unusable tools will be presented to the Company prior to replacement.
- 13.7** The Furnishing of Gloves: The Company will continue its existing local practices regarding the furnishing of gloves. The Company will continue to supply protective leathers and coveralls for the jobs it has in the past and make sure adequate quantities of same are available for on the job use.
- 13.8** If the Company requires an employee to take a physical examination, the Company agrees to pay for the physical examination and also agrees to pay the employee at his straight time hourly rate for all time spent in the doctor's office taking the

physical examination; provided, however, the employee is required to miss work during regularly scheduled work hours. (Doctor releases for returning to work are not considered physical examinations and will not be paid under this section).

**ARTICLE 14 -
Military Service**

14.1 The Company and the Union shall comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the Universal Military Training and Service Act of 1950.

14.2 Active employees with one year seniority and who are in the Reserve of any branch of the military service, including the National Guard, who are required to attend a summer encampment as part of their Reserve obligation shall receive from the Company the difference between the amount of pay received for such encampment and his regular straight time hourly rate of pay for up to a maximum of two (2) weeks per calendar year.

**ARTICLE 15 -
Subcontracting**

15.1 The Company will not contract for production or maintenance work customarily performed by its own employees unless it is more economical, expeditious, and/or efficient to do otherwise.

15.2 The Company may enter into contract arrangements for obtaining raw materials, semi-finished or finished products.

15.3 The Company will not contract or subcontract work covered by Paragraphs 15.1 or 15.2 above if it will directly result in the 1) laying off of bargaining unit employees, or 2) the reduction of hours of bargaining unit employees below 40 hours a week; or 3) reduction of employees to a lower rated classification.

It is understood that layoffs attributable to such things as inventory or production adjustments, changes in methods, processes or technologies, and/or break downs or failure of equipment power failure or any conditions beyond the control of the Company, are specifically exempted from this commitment

15.4 Further, 15.1, 15.2 and 15.3 above does not apply to new construction or to construction involved in major modification work.

15.5 The Company agrees to notify the Local Union at least fourteen (14) days in advance if reasonably possible, and to meet with the Union, upon request by the Union, for explanation of the reasons causing the Company to decide to contract any production and maintenance work. The parties agree that while notification is an important part of the working relationship between the parties and should be adhered to in order to reduce the number of disputes concerning sub-contracting the parties also recognize and agree that this Section of the Contract does not require any penalty when the Company fails to give proper written notice of its intention to sub-contract.

15.6 General Clean up / Temporary Labor

No General Clean up/ Temporary Labor will work any overtime unless all Local D-480 members have been asked to work also. No General Clean up/ Temporary Labor will run any mobile equipment. This also includes their leader, whomever he or she is. No General Clean up/ Temporary Labor shall work, or be offered to work, any holiday that falls under Article 9 of the Local Agreement between the company and the Union.

**ARTICLE 16 -
Miscellaneous**

- 16.1** The contract, pension, and insurance agreements will be printed at the company's expense. The company will provide the Union with a supply of the labor contract books. Other employee benefits may be provided to employees via a website where the employee is able to print the booklets if needed or a hard copy can be obtained from the HR department upon request.
- 16.2** If the Union alleges that a Leadman is exceeding or abusing his authority or that his actions violate the Contract, the Union may grieve their allegations. The Company will notify the employees involved whenever a Leadman is being assigned. The Company will not use any bargaining unit employee as a Temporary Supervisor; however, the Company can use Leadmen during plant shutdown.
- 16.3** The Normal schedule for day shift laboratory employees shall be 7:00 A.M. to 3:00 P.M. with a paid lunch period. This agreement does not limit the Company's right to change schedules under the scheduling clause.
- 16.4** The Company agrees to allow the proper officers of the Union who are employees of the Plant to use one designated section of the plant bulletin board for posting notices in the interest of the Company and its employees.
- 16.5** In the event that the Company chooses to use bargaining unit personnel to perform refractory repair on overtime and additional personnel is needed, employees will be asked in the following order of classifications: Control Operator, Process Repair Mobile Equipment Operator, and Laboratory Technician. This shall not constitute a guarantee for those hours.
- 16.6** The Company will assign employees to assist servicemen, consultants or contractors, when deemed necessary, for the purpose of maintaining or advancing training and job knowledge for those classifications. This applies only to the Company owned equipment directly related to the manufacturing and handling of cement. This does not apply when servicemen are performing routine services required to maintain warranty conditions.
- 16.7** If a bargaining unit employee's paycheck is short, the Company will make up the entire shortage by the following pay period, but the shortage below 40 hours base pay will be made up immediately.

- 16.8** Mowing lawns with power driven equipment: could be performed by a Laborer at the rate of pay, Bracket #1.
- 16.9** Painters Bracket 2 (painting walls, floors, etc., with brushes, mixing, aesthetic qualities, etc. are important) and Bracket 2 (machinery and equipment, railings, steps, guards, etc. using brushes or spray guns industrial painting). Does not limit right to contract out work. Rate only.
- 16.10** The Company and Union agree to maintain a Joint Training Committee, which will meet monthly. The Maintenance and Production Departments shall each maintain a separate Joint Training Committee. Both committees shall be comprised of hourly employees and chaired by Company assigned Manager. The Joint Training Committee is limited to providing recommendations and identifying potential training opportunities and improvements within the Plant for hourly employees. Before the Company can hire from the outside for the Electrical Maintenance, there must be a minimum of one (1) Electrical Trainee. In order for the Company to hire from outside in Mechanical Maintenance Classification, there must be a minimum of 20% trainees in the Mechanical Maintenance Classifications.
- 16.11** The operation of the CKD Haul Truck by the Process Repair Mobile Equipment Operator will be limited to the handling of kiln dust. This includes pugging, hauling and clean -up of this total area. Pugging will be its own classification with the following initial conditions: a) the current incumbents at ratification become Puggers - no posting; b) this is Bracket 9.
- 16.12** The operation of endloaders involved in quarrying, stripping, road building and land reclamation belongs to the Quarry Loader classifications. The Grader is a piece of equipment that is in the Combination Quarry Operator classification.
- 16.13** When vacancies occur in the Machinist or Mobile Mechanic classification, the Company will post and test applicants with documented experience to determine if any employees are qualified prior to hiring from outside the plant.
- 16.14** As part of their duties the Process Repair - Mobile Equipment Operators use endloaders and other small mobile equipment. The use of said equipment is limited to the work necessary to provide access to production machinery, the movement of materials necessary to keep production machinery operating, and other uses related to their shift operations, such as cleanup to maintain environmental compliance. Use of small endloaders (3 yard articulating or less) for general clean up and housekeeping falls within the Service Equipment Operators classification.
- In the event of handling brick, the assignment will be performed by a qualified fork truck operator based on the availability of those individuals in the PREMO and SEO classifications. If neither classification is available, then a qualified Laborer will be upgraded to the SEO classification to perform the said duties.

16.15

Letters of Understanding

Both the company and the Union mutually agree to recognize and adhere to the following Letters of Understanding:

Alternate Work Schedule Guidelines for 4 x 4-12 Work Schedules dated January 1, 2015

Alternate Work Schedule Guidelines for 8x6-10 Work Schedules dated April 25, 2013

Missed Call-Out Procedure/Form dated June 13, 2014

Short Term Disability (LOU)

Wellness Program Agreement dated March 26, 2012

1 EE Seniority, Letter of Understanding dated May 29, 2006

1 EE Seniority, Letter of Understanding dated June 30, 2009

Letter of Understanding on Town Runners (To be signed)

Letter of Understanding on Charlevoix’s Drug & Alcohol Policy

16.16

Journeyman and Master State Licensing Fees and Renewals for Electrician and Instrument

The company shall reimburse the employee for any State required licensing fees. Company shall also pay for any continuing education (i.e. code update class) associated with employee maintaining his or her State license. Employee shall be compensated at his or her appropriate rate of pay for all hours associated with attending and traveling to/from required classes.

**ARTICLE 17 –
Completion of
Entire
Agreement**

In reaching this Agreement, the Company and Union acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals regarding any subject not legally removed from the area of collective bargaining and further acknowledge that the understandings and agreements arrived at by the parties after full and free discussions and negotiation and the full and free exercise of those rights and opportunities are set forth in the Agreement.

All parties hereto have fully exercised and complied with any and all obligations to bargain. This Agreement expresses, embodies, and includes the full and complete agreement between the parties for the full term hereof and shall not be reopened during such term.

**ARTICLE 18 -
Benefit Plans**

18.0

During the term of this Agreement the Company will provide employees with participation in the, St. Marys Cement Inc.(US) Medical Plan, the St. Marys Cement Inc. (US) Dental and Vision Benefit Plan, the St. Marys Cement Inc. (US) Life Insurance and Voluntary Life Insurance Plan, St. Marys Cement Inc. (US) Accidental Death and Dismemberment Plan and Voluntary AD&D Plan, the St. Marys Cement Inc. (US) Short Term Disability (Charlevoix Hourly Employee Plan) and Long Term Disability Plan, Flexible Spending Account, the St. Marys Cement Inc. (US) Pension Plan (DC Plan), and the St. Marys Cement Inc. (US) Retirement Savings Plan (401k Plan), including all amendments and modifications to said plans

during the life of this Agreement, on the same basis as the benefits and eligibility requirements are provided to St. Marys Cement Inc. (US) salaried employees.

During the life of and for the term of this agreement dated May 1, 2015, the Company will provide post-retirement medical insurance coverage to all eligible employees covered under this bargaining unit who retire after having achieved the age of 62 with at least 15 years of company service. The contribution rates and provisions of this coverage will be the same as the benefits and requirements provided for in the St. Marys Cement Inc. (US) Retiree Medical Insurance Plan which are subject to modification. All future Retirees (hired after May 1, 2012) pay 100% of the premium regardless of age at retirement but providing RX coverage thru AmWins.

All other benefit plans or booklets not referenced in this Article are no longer in effect.

18.1 Active Employee Medical, Dental, and Optical Contributions

Health insurance premium will be at a cost share of 80% Company Sponsored Premium and 20% Employee Sponsored premium. Employee increase will not exceed a 10% increase in any one year. Changes to this LOU regarding the benefit will be from Jan 1, 2016 through April 30, 2020 if employee elects benefits available at the time of employment. Vision & Dental insurance premium will be at a cost share of 80% Company Sponsored Premium and 20% Employee Sponsored premium. Employee increase will not exceed a 10% increase in any one year. Changes to this LOU regarding the benefit will be from Jan 1, 2016 through April 30, 2020 if employee elects benefits available at the time of employment

Note: The employee sharing percentage noted above would apply only to a maximum annual increase of 10% premium. Annual increases beyond 10% will be the responsibility of the Company.

("Health Care Premium" applies to medical, dental and vision insurance plans.)

The Company' voluntary group health benefit plans include - medical, dental, vision as well as life, accidental, death and dismemberment (AD&D), long term disability (LTD) and other voluntary group insurance benefits currently offered or to be offered during the agreement.

18.2 Short Term Disability

Employee will be eligible to participate in the Short Term Disability Plan available with the company. The benefit available to employees from Jan 1, 2016 through April 30, 2020 will be at a rate of 60% of base weekly wage up to one thousand dollars \$1000.

A disability absence under this Article is a period of time during all of which the Employee is prevented from performing the duties of his job because of sickness or injury and whether or not the Employee is confined in a hospital as a resident patient.

Short Term Disability Benefits shall not be reduced because of compensation paid to the Employee by the Company for vacations or holidays during a disability absence.

All successive disability absences of the Employee will be considered as occurring during a single period of disability unless separated by at least two weeks of active full-time work with the Company, or the subsequent disability is due to an injury or illness entirely unrelated to the cause of the previous disability and is separated from the previous disability by at least one day of active work on full-time with the Company.

Payment for disability absence of less than five (5) scheduled workdays in a week shall be one-fifth (1/5) of a weekly benefit for each day of absence for which he was regularly scheduled to work.

No benefits shall be payable:

- 18.2.1 for any period of disability during which the Employee is not under the direct care of a legally qualified physician, or for any day he is working for compensation or profit, or
- 18.2.2 for disability due to self-inflicted injuries, or
- 18.2.3 for disability due to accidental bodily injuries arising out of and in the course of employment by any employer, or
- 18.2.4 for disability due to disease with respect to which benefits are payable under an Workers' Compensation, occupational disease or similar law

This insurance terminates upon retirement.

18.3 401K Plan

The Company will match fifty percent (50%) of the employee's contribution up to a maximum of six percent (6%) with a maximum employer match of 3% in accordance with the Plan Document from date of ratification through April 30, 2020.

18.3.1 401K Plan - (Pension)

The Company shall contribute three (3%) percent of employee's wages in accordance with the Plan Document from date of ratification through April 30, 2020.

Article 19 - Term of Agreement

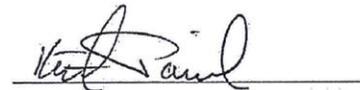
- 19.1 This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event of the sale or lease by the Company of any of the plants covered by this Agreement, or in the event the Company is taken over by sale, lease, assignment, receivership or bankruptcy proceeding, such operations shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Company will notify the Union immediately prior to any Company press release concerning the intended sale or completed sale of the Plant.

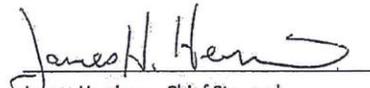
- 19.2** The Company shall give notice of existence of this Agreement to any purchaser, lessee or assignee of said plant. Such notice shall be in writing with a copy to the Union not later than the effective date of the sale.
- 19.3** The proposals and counter-proposals made by each party shall not be used, or referred to, in any way during or in connection with the arbitration of any grievances arising under the provisions of the Agreement.
- 19.4** After ratification by the members of the Local Union, this Agreement shall become effective and remain in force and effect and be binding upon the parties hereto from May 1, 2015 to and including April 30, 2020, and shall continue to be in full force and effect thereafter from year to year until either party on or before sixty (60) days prior to the end of any contract year, beginning April 30, 2020 gives written notice to the other party of its desire or intention either to alter and modify or terminate the same.

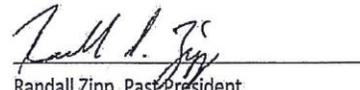
IN WITNESS WHEREOF, the Union has caused this Agreement to be executed in its name, after due authorization by a vote of a majority of its members, and the Company has caused it to be executed in its name, by its duly authorized representatives; contract dates from May 1, 2015 to and including April 30, 2020.

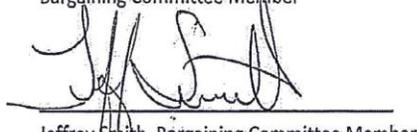
International Brotherhood of Boilermakers
Cement, Lime, Gypsum and Allied Workers,
Division Local D-480


Charles Klooster, President

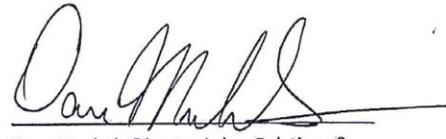

Keith Parish, Vice President


James Herriman, Chief Steward

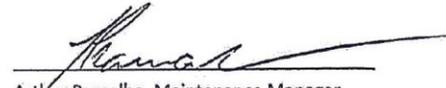

Randall Zipp, Past President,
Bargaining Committee Member


Jeffrey Smith, Bargaining Committee Member

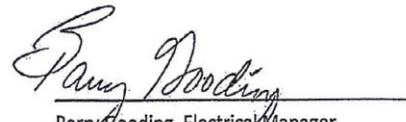
St Marys Cement Inc (U.S.)

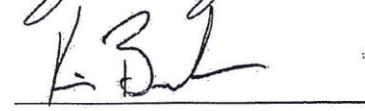

Dave Mashek, Director Labor Relations &
Insurance Risk Management VCNA

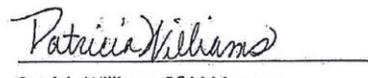

Randy Pryor, Plant Manager


Arthur Ramalho, Maintenance Manager


Matt Simon, Production Manager


Barry Gooding, Electrical Manager


Kevin Beebe, Kiln & Mill Coordinator


Patricia Williams, P&M Manager

		Wage Rates - Charlevoix				
Wage Increase Effective the Monday before May 1st		*Year 1 - 2015	Year 2 - 2016	Year 3 - 2017	Year 4 - 2018	Year 5 - 2019
Bracket		2.50%	2.50%	3.00%	3.00%	3.00%
0	Laborer Hired after May 1, 2012	\$13.33 1st six months \$15.38 2nd six months \$16.40 after 12 months	\$13.66 1st six months \$15.76 2nd six months \$16.81 after 12 months	\$14.07 1st six months \$16.23 2nd six months \$17.31 after 12 months	\$14.49 1st six months \$16.72 2nd six months \$17.83 after 12 months	\$14.92 1st six months \$17.22 2nd six months \$18.36 after 12 months
1	Laborer Hired before May 2, 2012 Janitor	\$21.16	\$21.68	\$22.34	\$23.01	\$23.70
2	Painting - All	\$22.29	\$22.85	\$23.54	\$24.24	\$24.97
3	Stockperson	\$24.93	\$25.55	\$26.32	\$27.11	\$27.92
4	Lube Person Quarry Truck Driver Service Equipment Operator Repair Trainee-Level 1-Starting Wage Mechanic Trainee-Level 1-Starting Wage Machinist Trainee-Level 1- Starting Wage Electrical Trainee-Level 1-Starting Wage Instrument Trainee-Level 1-Starting Wage	\$25.09	\$25.72	\$26.49	\$27.29	\$28.10
5	Repair Trainee-Level 2 Mechanic Trainee-Level 2 Machinist Trainee-Level 2	\$25.26	\$25.89	\$26.66	\$27.46	\$28.29
6	Repair Trainee-Level 3 Mechanic Trainee-Level 3 Machinist Trainee-Level 3 Electrical Trainee-2000 hrs + 1&2 semesters Instrument Trainee-2000 hrs + 1&2 semesters	\$25.41	\$26.04	\$26.83	\$27.63	\$28.46
7	Driller Cement Loaders- Silos Repair Trainee-Level 4 Mechanic Trainee-Level 4 Machinist Trainee-Level 4 Electrical Trainee-4000 hrs + 1&2 semesters Instrument Trainee-4000 hrs +1&2 semesters	\$25.57	\$26.21	\$27.00	\$27.81	\$28.64
8	Mobile Crane Operator Laboratory Technician Repair Trainee-Level 5 Mechanic Trainee-Level 5 Machinist Trainee-Level 5 Electrical Trainee-5000 hrs + 1 semester Instrument Trainee-5000 hrs + 1 semester	\$25.74	\$26.38	\$27.17	\$27.99	\$28.83
9	Premo Pugger Combination Quarry Operator Repair -Level 6 - MTP Complete Mechanic Trainee-Level 6 Machinist Trainee-Level 6 Electrical Trainee-6000 hrs + 1 semester Instrument Trainee-6000 hrs + 1 semester	\$25.89	\$26.54	\$27.33	\$28.15	\$29.00
10	Machinist Trainee-Level 7 Electrical Trainee-7000 hrs + 1 semester Instrument Trainee-7000 hrs + 1 semester	\$26.06	\$26.71	\$27.51	\$28.33	\$29.18
11	Quarry Face Operator Analytical Chemist Physical Chemist Utility Chemist Mechanic-Level 8 - MTP Complete Machinist-Level 8 - MTP Complete Electrical Trainee-8000 hrs + 1 semester Instrument Trainee-8000 hrs + 1 semester	\$26.22	\$26.87	\$27.68	\$28.51	\$29.37
12	Electrician State License w/ Journeyman Instrument State Licensed w/ Journeyman	\$26.49	\$27.15	\$27.96	\$28.80	\$29.67
13	Electrician State License w/ Masters Instrument State License w/ Masters	\$26.64	\$27.31	\$28.12	\$28.97	\$29.84
14	Control Room Operator Shift Breaker	\$28.68	\$29.40	\$30.28	\$31.19	\$32.12
*Retro pay due if contract ratified by May 8, 2016.						

Charlevoix Plant Seniority List as of May 1, 2015

Last Name	First Name	DOH	Last Name	First Name	DOH
Borths	Michael J.	06/12/66	Luft	Todd A.	11/06/00
Borths	John J.	08/26/68	Zipp	Daniel R.	10/22/01
Zipp	Gary R.	09/30/68	Scharenbroch	John J.	10/22/01
Putman	Richard J.	06/02/69	Himebauch	Douglas D.	10/30/01
Parrish	Paul T.	09/14/70	Swanson	Nicholas D.	10/30/01
Coen	David L.	06/17/71	Welzein	Jeremy S.	10/30/01
Pines	Jeffery J.	11/19/73	Pott	Michael	10/30/01
Drew	Edmond G.	03/12/75	Sexton	Timothy M.	05/28/02
Meggison	Bruce W.	11/21/77	Mitchell	Patrick	05/28/02
Parrish	James C.	02/19/79	Bolser	Roger J.	08/12/02
Price	Brian M.	05/08/79	Parish	John M.	08/12/02
Purvis	Loren L.	05/08/79	Fisher	Larry R.	12/02/02
Gillespie	Daniel G.	05/08/79	Drew	Terry	12/02/02
Klooster	James A.	05/14/79	Mansen	Steven J.	02/17/03
Thayer	Lindsay C.	07/23/79	Skeel	David J.	11/24/03
Blanchard	Clinton R.	09/17/79	Drenth	Barney J.	11/24/03
Stevens	Mary Lou L.	09/17/79	Evans	Matthew E.	05/16/05
Hobbs	Carol K.	09/24/79	Purvis	Corey M.	05/16/05
Klooster	Nathan L.	11/26/79	Berry	Thomas	05/16/05
Daly	Dennis E.	12/10/79	Looze	Brandon T.	05/16/05
Webster**	William D.	3/31/80**	Fehrlen Jr.	John W.	05/16/05
Hutterer**	Daniel J.	4/14/80**	Cox	Daniel L.	06/06/05
ZwolaneK**	Steven P.	4/14/80**	Seese	Joseph A.	08/12/05
Fritsch**	John S.	4/14/80**	Amesbury	Ryan S.	10/03/05
Archey, Jr.	Henry G.	09/15/80	Kiernan	Jon P.	02/06/06
Carey	Timothy L.	09/16/80	Deschermeier	Gregory E.	02/06/06
Kleiber	Anthony J.	05/28/81	Klooster	Mark A.	03/13/06
Herriman	James H.	01/26/87	Kleiber	Lyle J.	03/13/06
Clark	Cash M.	11/20/89	Hofbauer	David P.	03/13/06
Coates*	John	01/26/91	Ragle*	Patrick A.	05/29/06
Dominic	Dennis W.	02/25/91	Putman	Christopher	02/26/07
Looze	Dennis J.	02/25/91	Strange	Thomas L.	03/16/10
Whitley	Michael L.	10/25/93	Deschermeier	Matthew J.	05/02/11
Swanson	Gregg W.	04/25/94	Burns	Jeff D.	05/02/11
Deschermeier	Kevin P.	03/06/95	Rowe	Andrew	07/18/11
Cross	Larry J.	03/13/95	Blakeney	Matthew R.	07/18/11
Herriman	Thomas A.	02/12/96	Pittman	Roger P.	10/27/11
Smith	Jeffery S.	11/18/96	Wood	Travis	06/04/12
Zipp	Randy S.	11/03/97	Whitley	Kevin	06/04/12
Martin	Patrick K.	02/02/98	Pop	Charles	07/23/12
Klooster	Charles A.	09/28/98	Mackin	Michael	01/21/13
Putman	Shawn R.	09/28/98	Witthoef	Marvin	09/23/13
Mackin	Philip M.	05/24/99	Ricks	Michael	11/04/13
Parish	Keith D.	09/27/99	Pittman	Ryan	11/18/13
Zipp	Thomas D.	05/01/00	Carrow	Nicholas	12/02/13
Diss	Chad A.	05/01/00	Carson	Kandra	03/24/14
Petrosky	Blair E.	09/05/00	Kretovic	Stephen	03/24/14
Cummings	Michael L.	09/05/00	Crow	Joshua	04/20/15

** Date denotes the plant seniority date used for job bidding and layoff purposes only.

Dan Hutterer	5/23/1977
Steve ZwolaneK	6/4/1978
John Fritsch	7/28/1978
Williams Webster	2/14/1979

*See Letter of Understanding - the plant seniority date used for job bidding purposes only.

John Coates	12/26/1989
Patrick Ragle	11/6/2000