

K# 10006

WINDHAM

**2017 – 2020
AGREEMENT**

**BETWEEN
HARBISON-WALKER INTERNATIONAL, INC.
WINDHAM, OHIO PLANT**

AND

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

**On behalf of
Local Union No. 8565-03**

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CONTRACT

0.1 This Contract, dated **September 16, 2017**, is by and between the **HarbisonWalker International, Inc.**, Windham, Ohio Plant, (hereinafter referred to as the “Company”) and the UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION and on behalf of Local Union No. 8565-03, at the Company’s Windham, Ohio Plant (hereinafter referred to as the “Union”).

INTENT AND PURPOSE

0.2 This Contract is an integrated instrument and all of its provisions are interdependent. No change shall be made herein without the written consent and approval of all parties hereto. This constitutes the sole contract between the parties hereto, and all other and prior agreements that are in conflict herewith are hereby declared null and void. All past practices and working conditions not in conflict with the terms of this Contract shall be continued in effect for the term of this Contract and any renewal thereof, without change, unless otherwise mutually agreed to in writing.

0.3 It is the intent and purpose of the parties hereto that this Contract shall:

- 1) protect and continue to improve the interests of the employees and the Company;
- 2) provide for the prompt and peaceful adjustment of

differences which may arise between employees and the Company;

3) promote and maintain harmonious and efficient operation at the plant and

4) set forth herein the rates of pay, hours of work and certain conditions of employment to be observed by the parties.

ARTICLE I

DEFINITION OF EMPLOYEES

1.1 The provisions of this Agreement shall be binding on the Company, its heirs, successors or assigns, and the Union during the term of this Contract and any renewal thereof. Should the UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION at any time hereafter change its name unite, affiliate, or merge with any other AFL-CIO organizations, this Contract shall nevertheless remain in full force and effect.

1.2 The word "employee(s)" where used in this contract includes all production and maintenance employees, but excludes all supervisory, office, clerical, technical and laboratory employees, storeroom attendants, and watchmen.

1.3 Excluded employees shall not perform the work of the aforementioned production and maintenance employees. If the previous sentence is violated, the employee who was entitled to but did not obtain the work performed by the excluded employee shall be paid as if he had performed such work.

ARTICLE II

RECOGNITION

2.1 The Company recognizes the Union as the exclusive bargaining agent for all the employees as defined herein at the Company's operations set forth in Paragraph 0.1.

ARTICLE III

UNION MEMBERSHIP

3.1 Each employee who on the effective date of this Contract is a member of the Union in good standing and each employee who becomes a member after that date shall, as a condition of employment, maintain his membership in the Union.

3.2 (a) Each employee shall, as a condition of employment beginning on the thirtieth (30th) day following the beginning of such employment or the effective date of this Contract, whichever is later, acquire and maintain membership in the Union.

(b) Whenever an employee fails to become and/or remain a member of the Union in good standing, as required by Sections 1 and 2 of this article the Company will, upon receipt of a written notice of such fact from the Union, immediately discharge such employee.

3.3 The effect of the above paragraph is limited to the provisions of the Labor-Management Relations Act of 1947, as amended.

ARTICLE IV
CHECK OFF

4.1 (a) The Company shall, for the duration of this Contract, for any employees who submit either individually signed authorization, or assignment cards, and for all employees who have heretofore submitted authorization or assignment cards which remain unrevoked, promptly deduct from their pay the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in said Union.

(b) The Union will notify the Company at the time of, or immediately after, the execution and delivery of this Contract of the amount of its periodic dues and initiation fees uniformly required. If such periodic dues and initiation fees are changed or altered during the term of this Contract, notice thereof will be given by the Union to the Company where upon the latter shall thereafter make the proper deduction required by said notice provided the authorization cards so permit.

(c) The said dues and initiation fees so deducted shall be immediately remitted to the International Secretary Treasurer or his accredited successor, or successors, with a monthly list of the names of the employees and the amount of dues and/or initiation fees deducted from the pay of each. Such initiation fees and current periodic dues shall be withheld from the first wages earned by the employee in the month for which the employee is required to pay such initiation fee and current dues.

4.2 The parties expressly agree that the Union will not require the Company to deduct, nor shall the Company be obligated to deduct, any assessment or any fine whatsoever from the pay of any employee during the term of this contract. Anything contained in any authorization or assignment cards of Constitution or By-Laws of said International or Local Union to the contrary notwithstanding.

4.3 Nothing contained in any authorization or assignment card heretofore or hereafter submitted to the Company by any employee is intended, nor shall any words or provisions there be construed to alter, vary, enlarge, limit, amend or supplement any provisions of this Contract, nor to deny nor abridge any of the rights guaranteed the signers thereof by the National Labor Relations Act, as amended or by any other statute whatever.

4.4 States in which the foregoing provisions may not lawfully be enforced, the following provisions, to the extent that they are lawful, shall apply:

Each employee who would be required to acquire or maintain membership in the Union if the foregoing union security provisions could lawfully be enforced, and who fails voluntarily to acquire or maintain membership in the Union, shall be required as a condition of employment, beginning on the thirtieth (30th) day following the beginning of such employment or the date of this agreement, whichever is later, to pay to the Union each month a service charge as a contribution toward the administration of this Contract and the representation of such employees. The service charge for the first month shall be in an amount equal to the Union's

regular and usual initiation fee and monthly dues, and for each month thereafter in an amount equal to the regular and usual monthly dues.

4.5 The Union will indemnify the Company against any legal liability it may incur in improperly or erroneously checking off, and transmitting to it, the periodic dues or; initiation fees of any employee by virtue of any authorization or assignment card furnished to the Company. The foregoing provisions shall be effective in accordance and consistent with applicable provisions of Federal and State Law.

4.6 Union dues shall be deducted on the first payday.

ARTICLE V

RESPONSIBILITIES OF THE PARTIES

5.1 The management of the work, the supervision, direction and control of the working force, the right to hire and the right to discharge or discipline for just cause are vested exclusively in the Company, provided these rights do not conflict with or supersede the other terms of this Contract. When the Company decides to permanently close the Plant, the Parties shall negotiate the effects of such closure on the employees.

5.2 Nothing in this Contract shall be construed to in any way restrict the installation, use or application of labor saving devices or equipment.

5.3 During the life of this Contract, no strike, work stoppage or lockout shall occur at the Company's operations covered by this Contract.

5.4 Continuous kilns shall be maintained at all times at a temperature which shall result in no loss of ware or damage to the kilns, and periodic kilns shall be burned off.

5.5 When the Company has reason to contract to another employer work that has customarily and regularly been performed by bargaining unit employees at this plant, the Company shall provide the Union with reasons for the tentative decision and reasonable opportunity for its input into the decision before the Company finally decides whether to contract out the work. Notice to the Union will be in writing and contain the location of the work, type of work, scope, duration and projected timetable. Notice will be provided unless business circumstances make timely notice impossible.

ARTICLE VI **RATES OF PAY**

6.1 (a) Schedule "A" Wage Rates

The wage rates set forth in Schedule "A" shall be a part of this Contract and shall be continued in effect without change (unless changed pursuant to Section 6.2 of this article) during the term of this Contract.

(b) Effective on the dates indicated, the wage rates set forth in the current Schedule "A" shall be adjusted to reflect the specified increases per hour:

<u>Date</u>	<u>General Increase</u>
Upon Ratification	\$2,000 lump sum
9/16/18	\$.30 cents per hour
9/15/19	\$.30 cents per hour

The Lump Sum bonus is payable only to employees who are actively employed on the date this contract is signed. Employees who are on layoff or leave of absence will receive lump sum bonuses only if and when they return to active work. Employees on probationary status will receive lump sum bonuses only if and when they successfully complete the probationary period. The lump sum bonus is intended as a one-time payment and is not intended as compensation for services rendered in the past or to be rendered in the future.

(c) Piece worker rates shall be adjusted to reflect the following increases:

3/15/99	\$2.80 per day
3/15/2000	\$2.80 per day
3/15/2001	\$3.20 per day
3/15/2002	\$3.20 per day
3/15/2003	\$3.20 per day

(d) Application of increases to piece, task, and incentive workers.

(1) Where an established method exists, or has been arrived at for increasing or decreasing a rate, that method shall be used in applying the increases in (b) above.

(2) Where an hourly plus incentive rate exists, without an established method for increasing or decreasing a rate, the wage increases shall be accomplished as follows:

<u>Date</u>	<u>Hourly Base Portion</u>	<u>Incentive Portion</u>
3/15/99	Add thirty-five (\$.35)	Increase by 2.0%
3/15/2000	Add thirty-five (\$.35)	Increase by 2.0%
3/15/2001	Add forty cents (\$.40)	Increase by 2.5%
3/15/2002	Add forty cents (\$.40)	Increase by 2.4%
3/15/2003	Add forty cents (\$.40)	Increase by 2.3%

(3) Where a straight piece work rate exists without an established method for increasing or decreasing a rate, the wage increase shall be accomplished by using the percent increases in (2) above.

6.2 It is recognized that changing conditions and circumstances may from time to time require the installation of new wage rates, adjustments of existing wage rates, or modification of wage rate plans because of the creation of new jobs, development of new manufacturing processes, changes in equipment, changes in the content of jobs or improvements brought about by the Company in the interests of improved methods and product. Under such circumstances, the following procedure shall apply.

(a) The Company will develop an appropriate hourly, incentive or piecework rate to propose to the Grievance Committee.

(b) The proposed rate will be explained to the Committee and

the employees affected with the objective of obtaining their agreement to the installation of the proposed rate for a trial period not to exceed ninety (90) working days unless otherwise mutually agreed. The Company may thereupon install such a rate which shall remain in effect for the trial period and thereafter unless changed as provided below;

(c) When a rate has been established under this Section 6.2 as provided in Section 6.2(b), and if the above-mentioned Committee or the Company contends that the rate is inequitable the job shall be compared with the other jobs in the plant involving similar degrees of skill, training, responsibility, effort and working conditions. It is understood that the sole purpose of this language is to determine a proper rate of pay and is not to be construed as a limitation of management's rights or as a guarantee to maintain the earnings of previously existing jobs. Where a question of the equitability of the rate arises either party may, after one-half the trial period, reopen the question by notice to the other party. During the course of the trial period, the Union will be given the opportunity to observe the new or changed job. The question will then be settled by the grievance and arbitration machinery of this Contract, and any change made through this procedure shall be effective as of the date when the employee was assigned to the new job. By mutual agreement the parties, at any time, can adjust the length of trial periods or the trial rates in question. If the decision results in a decrease in the rate, it shall be effective as of the date of the decision. If a dispute develops, the Company may select an agency to conduct a time study. Copies of the findings shall be furnished to the Union. During the conduct of such time study the Union may have an observer present

and participating in such study.

(d) The parties agree to discuss experimentation with new rates and jobs up to four (4) weeks before the Company acts under this Section 6.2 of the Contract.

6.3 Wage rates for all jobs shall be set in accordance with the principle of equal pay for equal work regardless of sex, race, creed or age.

6.4 The automatic rate progression for job classifications in the plant shall remain as in the present Schedule "A".

6.5 Automatic rate changes shall become effective on the date upon which they fall.

6.6 Individual increases within a rate range shall be subject to review three (3) months from the date of this Contract and every six (6) months thereafter, increases shall be discussed at these semi-annual rate reviews. Increases granted as a result of such reviews shall be effective on the date the review was scheduled to take place. An employee's request for a rate adjustment shall be in writing to his supervisor. It shall then be processed to the superintendent and it shall be discussed at the next meeting of the Committee. If practicable, the Company shall have the employee's supervisor at such meeting.

6.7 The rules governing Apprentices listed in Schedule "A" shall be as follows:

- (a) No more than one Apprentice shall be employed for each three other employees in that classification.
- (b) When an Apprentice completes his time he shall receive the minimum rate for that classification.
- (c) The present wage progression for Apprentices shall be as shown in Schedule "A".

6.8 Piece and task workers shall be guaranteed an occupational rate of twelve (\$.12) cents per hour above labor rate when on the completion of eight (8) hours of work at their regular job their piece or task earnings do not equal eight (8) times labor rate plus twelve (\$.12) cents. At any plant where a higher occupational rate is in force that rate shall remain in effect. Where the task rate is less than ten (\$.10) cents per hour above labor rate, this section will not apply and the occupational rate applicable to the classification will be subject to local negotiation.

COST-OF-LIVING

6.9 No COLA adjustment (upward or downward) shall be made and no such payment shall be accrued during the term of this Agreement. However, it is agreed that prior COLA terms shall be recorded as follows:

(a) Index - The amount of said allowance shall be determined and redetermined as hereinafter provided and on the basis of the National Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) published by the Bureau of Labor Statistics, United States Department of Labor (1967=100) and referred to herein as the "Index." If the 1967-100 data is not directly available as a result of the BLS

change of index base period from 1967-100 to 1982-84=100, conversion will be accomplished by dividing the 1982-84 figure by .3357176.

(b) Factor - One cent (\$.01) for each (3/10) 0.3 point change in the index. (Upward or downward).

(c) Base Periods - March 1986. March 1987 (published in April of each respective year).

(d) Adjustments - First adjustment effective with the first Monday in August 1986 and future adjustments on the first Monday in November 1986; February, May, August and November 1987; and February and May, 1988.

(e) Roll-In- The twenty-five cent (\$.25) cost-of-living allowance being paid as of July 31, 1988 as an add-on to hourly employees wages will be rolled into the rate structure and treated in the same manner as a general increase, effective August 1, 1988, as referenced in Section 6.1, above.

(f) Clock Hour Add-On - All cost-of-living payments will continue as a clock hour add-on for piece and task workers and shall not be included in the calculations of incentive pay unless procedure is modified per mutual agreement.

(1) The cost-of-living clock hour add-on shall be added to all hours for which compensation is paid.

(g) Determination of allowance - During the term of the 198588 agreement adjustments in the cost-of-living allowance were as follows:

Effective Date of Adjustment - First Pay Period In:	Based on Change (Upward or Downward) in Index Between:
August, 1986	March, 1986 (Published in April) and June (Published in July)
November, 1986	September (Published in October)
February, 1987	December (Published in January)
May, 1987	March (Published in April)
August, 1987	March, 1987 (Published in April) and June (Published in July)
November, 1987	September (Published in October)
February, 1988	December (Published in January)
May, 1988	March (Published in April)

The application of the wage increases to piece, task, and incentive workers will be done as heretofore.

ARTICLE VII

SHIFT PREMIUM

7.1 The shift premiums effective August 1, 1992 are twenty-five (\$.25) cents for hours worked on afternoon shift and thirty (\$.30) cents for hours worked on night shift.

7.2 Shift premium shall be included in the calculations of all overtime pay and shall be paid for reporting time when the hours for which payment is made would have called for a shift premium if worked.

7.3 If an employee works over eight (8) hours in any one day, the employee shall receive, for the hours worked over eight

(8), the same shift premium as the shift on which the overtime was actually worked.

7.4 If the night shift carries over into the day shift hours to the extent that day shift rates would be paid under these rules, the day shift rates are not used but the employee remains on the night shift rates.

ARTICLE VIII **HOURS OF WORK**

8.1 (a) The regular work week will be forty (40) hours per week, eight (8) hours per day, five (5) days per week, from 11:01 p.m. Sunday to 10:59 p.m. Friday.

For the purpose of computing overtime payments, the work week for all employees will begin at 11:01 p.m. Sunday and the work week will end at 10:59 p.m. the following Sunday.

(b) The workday is defined as being the 24-hour period beginning at 11:01 p.m.

(c) For the purpose of computing overtime for the sixth (6th) and seventh (7th) day worked in the work week, employees shall be credited, but not paid, for all hours lost from their regularly scheduled shifts for the following purposes:

- (1) Contract negotiations
- (2) International Union conventions
- (3) Union Policy Committee meetings
- (4) Jury service, and as a subpoenaed court witness
- (5) When an employee starts a shift (or is eligible for reporting pay) and is unable to complete that shift due to

no fault of the employee

(6) If an employee works at least six hours on a shift, the day on which the shift was worked shall be counted as a day worked. No employee shall be denied work on his regular work day so as to be employed on a work day later in the week to avoid the payment of weekly overtime.

(d) Extra time is defined as being work available to an employee on an unscheduled day when his work week is scheduled for less than five (5) days. (It is understood that holidays are considered extra time days.)

(e) Overtime is defined in Section 8.3, Sub-Paragraph (a).

8.2 The following shift schedules, except as mutually agreed in the case of the Oiler, Dry Grind Operator, Tram Car Operator, Shipping Department shall be maintained:

In case of two (2) shift operations, the day shift shall be from 7:00 a.m. to 3:30 p.m. with one-half (1/2) hour unpaid lunch period from 12:00 noon to 12:30 p.m. The afternoon shift shall be from 3:30 p.m. to 12:00 midnight with one half (1/2) hour unpaid lunch period from 8:00 p.m. to 8:30 p.m.

In case of three (3) shift operations, except kiln firing, the day shift shall be from 7:00 a.m. to 3:30 p.m.; the afternoon shift shall be from 3:30 p.m. to 12:00 midnight; and the midnight shift from 11:00 p.m. to 7:30 a.m. The day and afternoon shifts will have the same lunch periods as specified above and the midnight shift shall have a one-half (1/2) hour unpaid lunch period from 4:00 a.m. to 4:30 a.m. It is recognized that it may be

necessary to deviate from these lunch periods on individual days because of breakdowns or repairs.

It is mutually agreed that all Press mechanics, Head Grinding Operators and Dry Grinding Operators' Helpers, Tram Car Operators, Transfer Operators, Power Press Operators and Power Press Setters will work on a continuous eight (8) hour basis, being given fifteen (15) minutes to eat their lunch when they are on a three (3) shift operation. Should these jobs reduce below a three (3) shift operation, such employees will work a full eight (8) hours (exclusive of the one-half (1/2) hour unpaid lunch time) for eight (8) hours' pay.

In case of Tunnel Kiln Operators and Tunnel Kiln Operator Helpers, the hours worked for the day shift shall be from 8:00 a.m. to 4:00 p.m.; for the afternoon shift from 4:00 p.m. to 12:00 midnight; and the night shift from 12:00 midnight to 8:00 a.m. These employees will be paid for the time required to eat their lunch.

The Company shall have the right to change the start times of shifts up to two (2) hours before or after the normal starting times to meet the varying conditions of business. The Company agrees to provide notice to the Union no later than the Tuesday of the week preceding the week in which the schedule shall become effective.

Management may establish an 8-hour work day inclusive of a paid lunch time in the Press Room and for Press support occupations (Mixers, Tram, Transfer, Lift Truck). Lunch shall be taken between 3-1/2 and 5 hours after shift starting time, in a manner most consistent with operating efficiency,

giving due consideration to worker dignity. Techniques to accomplish these aims include avoiding down time by taking lunch or breaks when work activity permits, while equipment is down, or through the use of relief personnel or staggering of breaks.

8.3 (a) All hours worked in excess of eight (8) consecutively or in any single day shall be paid at the rate of time and one-half. All work performed in excess of forty (40) hours in any work week shall be paid at the rate of time and one-half. Employees shall be paid at the rate of time and one-half the regular hourly rate for hours of work performed on the sixth (6th) consecutive day worked within the payroll week. All work performed on the seventh (7th) consecutive day worked in the work week shall be paid for at the rate of double time. Kiln Firemen Classification will be paid time and one-half for all work performed on Saturday and Sunday. Overtime shall not be pyramided. If an employee is laid off on any of his scheduled work hours through no fault of his own, he shall receive credit, but no pay, for eight (8) hours work on that day.

(b) For all time worked on Sunday which is not paid for on an overtime basis, a premium of fifty (50%) percent based on the regular rate shall be paid. For the purpose of this provision, Sunday shall be deemed to be the twenty-four (24) hours beginning with the shift-change time nearest to 12:01 a.m. Sunday.

(c) Premium pay of time and one-half will be paid for all hours worked immediately before or after an employee's regularly scheduled shift and the four (4) hours guaranteed in

Section 8.8 shall not apply. However, when an employee accepts an early call out and then voluntarily leaves work prior to the end of their regular shift, daily overtime and premium pay will apply to only those hours worked in excess of eight, and not to the hours immediately before or after the regularly scheduled shift.

8.4 Overtime will be divided equally among employees in the same classification, within a spread of sixteen (16) hours except for continuous overtime work periods which may extend beyond sixteen (16) hours and except for emergencies. Overtime when properly shown on the appropriate Roster shall be final in cases of employees contacted for Overtime.

8.5 The following rules governing the distribution of Overtime will be followed in all Windham Works operations;

- (a) Eligibility for Overtime is determined by the number of hours charged to each employee on the Overtime Roster.
- (b) If an eligible employee cannot, or does not, report for such work when called, he will be charged with the amount of hours he would have worked, providing the next eligible employee on the Roster is called and performs the work.
- (c) If Management is unable to obtain an eligible employee to report and do the work, the employees who were called will not be charged with work hours. This applies to Overtime only.
- (d) Should an employee decline Overtime because of sickness, and is absent for two or more consecutive days on

account of such sickness, he will not be charged with the hours not worked. However, his relative position on the Roster will be maintained by changing his charged hours if necessary.

(e) Any employee, temporarily or permanently transferred into another classification will, at the time of such transfer, be placed in his proper seniority position on the Roster, and given the highest number of charged hours plus one-half (1/2) hour and will be the last employee on the list to be called. After the employee has worked any amount of Overtime hours, his seniority will be considered with the same respect as all other employees in the classification.

An employee temporarily transferred to another classification will be eligible for Overtime in that classification when the following conditions have been met:

- (1) He works on the job at least on Wednesday, Thursday and Friday of the week, and
- (2) His transfer to the job is for a given period of time, and
- (3) The regular employees in the job are all working on the overtime day (or have been offered the work and are unable to work).

An employee temporarily transferred to another classification shall retain his same relative position on the overtime list for the job from which he was transferred. An employee's relative overtime standing will be retained for the previous job during a five (5) day bid trial period.

(f) An eligible employee who cannot be located for Overtime

will be charged with the number of hours worked by the employee who does perform this work.

(g) In scheduling Overtime, attempts will be made to maximize personal contact as a means of communication.

(h) Any employee who is in a classification which is scheduled for a six (6) day week and who refuses overtime will be charged for such hours.

(i) When a Union official is absent from work on Union business and another performs his work, for which he receives Overtime pay, the Union official shall not be charged with Overtime hours for the hours worked.

(j) Overtime Rosters shall be posted in all departments.

(k) In the scheduling of Overtime for Saturday in any job classification, the first employee on the Overtime list will be offered the first available shift of work, the second employee will be offered the second available shift of work and the third employee will be offered the third available shift of work. If work is available on Saturday at any time before the third shift starts, the third employee should be contacted for this work and the fourth employee called for the third shift work. If the third employee cannot be contacted for the earlier work, the fourth employee should be called and the third employee allowed to report as scheduled on the third shift. This same procedure would be applied to the first (1st) and second (2nd) shifts also.

(l) In the event all employees in a classification are scheduled

to work Saturday, each employee will work on his regular shift.

(m) A notice of scheduled overtime for the plant and/or for a department shall be posted by Wednesday at 5:00 P.M.

(n) In cases in which an employee is laid off or, by application of seniority, qualifies for retention other than in his regular job, such employee's relative position on the overtime roster shall remain unchanged until he is actually laid off or, if applicable, actually performs work in the job to which his seniority entitles him. Such employee shall not be entitled to recover for overtime not offered during the period in which his status is uncertain.

(o) Scheduled weekly overtime in accordance with Contract feature 8.1(a) for shifts extending ten (10) hours or less will be worked by the employees in the classification within the department scheduled. Such overtime hours are to be charged in the overtime roster.

8.6 Any employee called to work before his regular starting time shall be permitted to work until his regular quitting time, if he so desires, but not longer than sixteen (16) hours unless it is to help in a serious emergency.

8.7 An employee required to work twelve (12) hours or more in any one workday shall be entitled to a paid lunch costing no more than the amount shown below.

An employee required to work four or more hours overtime into the next shift shall be provided an overtime meal

allowance of six dollars and fifty cents (\$6.50). Such allowance to be tabulated each pay period, included in each employee's paycheck, and treated for tax purposes as W-2 earnings. In addition, an employee required to work fourteen (14) consecutive hours or more shall be entitled to ½ hour of extra pay.

Any employee who is subject to out of classification work shall **not** be charged for such overtime work and only that employee.

When the Messenger-General Laborer is on a trip out of the Plant at lunch time, and he has not been notified on the previous day that this would be the case, he will receive a paid lunch on the same basis as Overtime lunches are paid for and shall also be covered by the Overtime lunch provision.

8.8 An employee called back to the plant after fifteen (15) minutes after the completion of his regular shift and before the scheduled starting time of his next regular shift to perform emergency work shall, upon completion of the work for which he was called in, as determined by Management, be paid not less than four (4) hours at the Overtime rate for the work performed or his regular rate, whichever is higher.

It is understood that completion of the work for which he was called in might require only one-half (1/2) hour or it might require four (4) hours. In either case, the employee is to be paid for four (4) hours.

It should also be understood that a specific emergency job may involve closely related work which should not be left

until the next regular shift. For example, an electrical breakdown may stop a machine in operation at 2:00 a.m. As a result of that breakdown, other machines scheduled to start at 7:00 a.m. may also be out of order. In this case, the work for which he was called in includes the other machines. In other words, the employee cannot repair the operating machines (say in two (2) hours) and then go home, leaving the others for the regular shift, and still receive four (4) hours pay. If he did this, he would be paid only for the actual hours worked.

On the other hand, the employee, after completing the specific emergency job, is not compelled to remain in full four (4) hours on made work, in order to receive four (4) hours pay. For example, a Pipefitter called in for a pump repair, which required three (3) hours, must not then be assigned to cutting and threading nipples or cleaning up the shop to complete four (4) hours work in order to receive four (4) hours pay.

8.9 Any employee reporting for work at his regularly scheduled starting time or notified to report for work, and who reports for work at the time designated for report, shall be given a minimum of four (4) hours' work or four (4) hours' pay at this regular hourly rate. Employees who are not to report for work the next scheduled workday shall be notified by the Company before leaving the Plant except in cases of emergency beyond the control of the Company; emergency meaning fire, tornado or power or gas shortage. In the event of any of these emergencies, the Company shall make every effort to notify the employees. However, in cases of employees who are not at work, except for reason of Plant injury, when this notice is given of no work the next day,

these employees shall not be compensated if they report to work.

8.10 The Company shall negotiate with the Union representatives any permanent change in work schedule hours before such change becomes effective. Such changes shall be posted three (3) working days prior to becoming effective. Exception to this section shall be made in the event of fire, tornado or power or gas shortage, and in this event, the notice and change shall become immediately effective.

8.11 (a) Employees required to be absent from work shall report off at least eight (8) hours in advance of their scheduled starting time and at this time give reason or reasons why they must be absent from work. It is understood that there are circumstances under which employees cannot report off eight (8) hours in advance due to reasons beyond their control. In such cases, the employees shall report off as far in advance of their scheduled starting time as possible, and in any event at the earliest possible moment, and shall give both the reasons for being off and for the delay in so reporting.

(b) Employees having been absent shall report on at least eight (8) hours in advance of their scheduled starting time, unless they have advised the Company at the time they reported off, the date on which they would return, or unless the employee is waiting for the doctor to approve him for work. An employee failing to report on, as stated above, will find no work available. However, the Company may if other work is available, due to other employees being absent, and if he is qualified, permit him to work unless he has been warned in the past three (3) months regarding excessive absenteeism or tardiness.

(c) Continual or periodic absenteeism will not be tolerated by the Company.

8.12 Any employee who is subject to out of classification work shall **not** be charged for such overtime work and only that employee.

ARTICLE IX **HOLIDAYS**

9.1 For contractual purposes, the following days shall be considered paid holidays:

- New Year's Day
- Presidents' Day/ Washington's Birthday
- Good Friday
- Memorial Day (last Monday in May)
- Independence Day
- Labor Day
- Columbus Day (2nd Monday in October)
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

Effective 9/15/08 the Parties agree that the holiday will be Columbus Day not Veterans Day.

When one of these holidays falls on Sunday, it will be celebrated on Monday, except that when Christmas Eve falls on a Sunday, it shall be observed on the last regularly scheduled workday preceding such Sunday. When one of

these holidays falls on Saturday it will be celebrated on the preceding Friday (except Christmas Day).

9.2 When an employee:

(a) has been in the employ of the Company for forty-five (45) days immediately preceding the holiday; and

(b) performs work on any day within a thirty (30) calendar day period immediately preceding a holiday or in the thirty (30) calendar days immediately following the holiday; and

(c) has worked his last scheduled workday immediately preceding and his first scheduled workday immediately following such holiday; he shall be compensated for such holiday as hereinafter provided. For the purposes of this paragraph, working the last scheduled workday immediately preceding and the first scheduled workday immediately following the holiday, shall mean performance of work for the full scheduled workday, unless he has failed to report or perform such work because of sickness or because of death in the immediate family (See Section 15.15) or because of similar good cause.

(d) Before any unworked holiday pay is withheld because the employee has failed to meet the requirements of 9.2(c), the plant manager must approve and will so inform the local union president.

9.3 Holidays Unworked - If such eligible employee does not work on the holiday he shall be paid eight (8) times the applicable straight time hourly rate of the job in which he is classified (in the case of a piece worker, the employee shall

be paid his average daily earnings (including shift premium) for the two (2) pay periods he worked preceding the week in which the holiday is observed), exclusive of overtime premium, provided, however:

(a) that if such employee has committed himself to work on the holiday but fails to report and perform such work, he shall become ineligible to pay for the holiday unless he has failed to so work because of sickness or because of death in the immediate family or because of a similar good cause.

(b) if such holiday falls during his vacation period, he shall receive his holiday pay and one (1) extra day of vacation if he so chooses; and,

(c) if the holiday falls during an approved ninety (90) day sick leave (one such leave a year) and proof of illness is on file, the employee will receive holiday pay, within such sick leave.

9.4 Holidays Worked - An eligible continuous or non-continuous operations employee who performs work on a holiday shall receive time and one-half the straight-time rate for the first eight (8) hours worked, plus unworked holiday pay. For hours worked on a holiday in excess of eight (8) hours, the continuous or non-continuous operations employee shall receive double the straight-time rate, but there shall be no duplication of the unworked holiday pay.

A holiday, whether worked or not, shall be considered a day worked for the purpose of computing weekly overtime, except that when a holiday falls on Saturday an employee who works Monday through Friday only shall not be entitled

to weekly overtime because of such holiday falling on Saturday.

Employees with less than thirty (30) days of continuous service shall nevertheless be considered an “eligible employee” as set forth under, and for the purpose of applying the provisions of Paragraph 9.4.

ARTICLE X **VACATIONS**

10.1 For the purpose of this article, the term “anniversary” shall mean an employee’s anniversary date of hire as shown on the seniority list provided for under the terms of the Labor Contract. The word “earnings” where used in this article shall mean gross earnings as shown on employee’s W-2 Form. Length of vacation and amount of vacation pay to which an employee is entitled will be figured on the basis of only one of the following five (5) sections (Section 10.2 through 10.6, inclusive), and the section used to determine vacation and vacation pay will be that which will provide an employee the maximum benefits to which he is entitled.

10.2 Any employee who has been actively employed during the previous calendar year and is actively employed and performs work during the current calendar year or is laid off and not recalled to work before the pay period prior to Christmas during the current calendar year shall receive two and one-half percent (2-1/2%) of his previous calendar year’s earnings as vacation pay and one (1) week of vacation.

10.3 Any employee who has been actively employed during

the previous calendar year and is actively employed and performs work during the current calendar year, or is laid off and not recalled to work before the pay period prior to Christmas during the current calendar year, and whose second (2nd) anniversary date shall have occurred prior to December 31st of the preceding calendar year, shall receive four and one-half percent (4 1/2%) of his previous calendar year's calendar's earnings as vacation pay and two (2) weeks of vacation.

10.4 Any employee who has been actively employed during the previous calendar year and is actively employed and performs work during the current calendar year, or is laid off and not recalled to work before the pay period prior to Christmas during the current calendar year, and whose eighth (8th) anniversary date shall have occurred prior to December 31st of the preceding calendar year, shall receive seven and one-half percent (7-1/2%) of his previous calendar year's earnings as vacation pay and three (3) weeks of vacation.

10.5 Any employee who has been actively employed during the previous calendar year and is actively employed and performs work during the current calendar year, or is laid off and not recalled to work before the pay period prior to Christmas during the current calendar year, and whose fifteenth (15th) anniversary date shall have occurred prior to December 31st of the preceding calendar year, shall receive eight and one-half percent (8-1/2%) of his previous calendar year's earnings as vacation pay and four (4) weeks of vacation.

10.6 Any employee who has been actively employed during

the previous calendar year and is actively employed and performs work during the current calendar year, or is laid off and not recalled to work before the pay period prior to Christmas during the current calendar year, and whose twentieth (20th) anniversary date shall have occurred prior to December 31st of the preceding calendar year, shall receive nine percent (9%) of his previous calendar year's earnings as vacation pay and four (4) weeks' vacation.

10.7 Any employee who has been actively employed during the previous calendar year and is actively employed and performs work during the current calendar year, or is laid off and not recalled to work before the pay period prior to Christmas during the current calendar year, and whose thirtieth (30th) anniversary date shall have occurred prior to December 31st of the preceding calendar year, shall receive ten and one-half (10-1/2%) of his previous calendar year's earnings as vacation pay and five (5) weeks' vacation.

10.8 Any employee who volunteers or is inducted into military service during the current calendar year shall receive, at the time of his induction, full vacation pay for vacation if due him under Section 10.2, 10.3, 10.4, 10.5, 10.6 or 10.7 above. Such employee entering military service shall also receive a sum of money as additional vacation pay determined by applying Section 10.2, 10.3, 10.4, 10.5, 10.6 or 10.7 above to his earnings during the current calendar year as though he had complied with all the requirements of these sections in regard to eligibility. Vacation of servicemen, returning in accordance with "The Act", shall be based on the previous year's W-2 issued by the Company.

10.9 Any employee who received benefits under any Occupational Disease law or Workmen's Compensation law for sickness or injury incurred while working for the Company shall be credited, solely for the purpose of determining his vacation pay, with an amount equal to the wages or earnings lost by him during the time he was off work due to such sickness or injury. The earnings lost by him will be calculated by multiplying the average weekly earnings he has earned during the previous calendar year by the number of calendar weeks lost due to such sickness or injury. This provision shall not apply when such sickness or injury is a continuous sickness or injury which began or occurred more than twelve (12) months prior to December 31st of the preceding year.

10.10 Any employee who retires during the current calendar year under the pension plan (because of disability or age seventy (70) or over) or any employee who quits or is discharged for cause if continuously employed for more than one year, shall receive his vacation pay as set out in section 10.2, 10.3, 10.4, 10.5, 10.6 or 10.7 above and also receive a sum of money as additional vacation pay determined by applying sections 10.2, 10.3, 10.4, 10.5, 10.6 or 10.7 above to his earnings during the current calendar year as though he had complied with all the requirements of these sections in regard to eligibility.

10.11 Any employee who leaves the employ of the Company for any reason, including death, during the current calendar year and who has not received vacation pay due him in such current calendar year shall receive a vacation with pay, if due him, within thirty (30) days from the time of such separation,

in accordance with Sections 10.2, 10.3, 10.4, 10.5, 10.6 or 10.7 above. Any employee who is on sick leave, layoff or absent for any reason during the current calendar year and who has not received vacation pay based on his previous year's earnings, shall be paid vacation pay in the current calendar year upon request.

10.12 (a) Vacations may be taken in periods of one (1) week, but if a split vacation is requested only the first (1st) week is to be awarded on the basis of seniority and payment for his entire vacation will be made at the time he takes the first (1st) week. However, insofar as possible, second (2nd), third (3rd), fourth (4th) and fifth (5th) weeks of vacation shall also be based on seniority, and vacations will be granted at the time most desired by the employee, but the final right to allotment of vacation period is exclusively reserved to the Company.

(b) Commencing with the 1986 vacation year, for vacation purposes, the Company may close down its plant or department for not more than two (2) consecutive weeks during the period July 1 to August 31. Notice shall be given by no later than April 1 in the event of any closing under this provision. Employees whose years of service are insufficient to provide vacation pay for the entire duration of any closing, shall be considered laid off for that portion for which they do not receive vacation pay, unless they are offered work which is within their reasonable capacity to perform. The Company and the Local Union may by mutual agreement, prior to establishing any shutdown, move such shutdown to a time other than July and August of the vacation year.

10.13 Vacations may not be waived except as provided

below and then only by agreement between the Company and the Union.

(a) Hardship situations which include debts in excess of \$200.00 during the current vacation year due to medical or dental bills not covered by insurance;

(b) Emergency situations in which any employee is deemed necessary in the operation of the plant;

(c) When operating on one short work week an employee may waive one (1) week of vacation and if operating on two (2) short weeks, an employee may waive his entire vacation. Employees who waive their vacation in accordance with the above shall be paid their vacation pay in addition to the pay earned during that period awarded for his vacation.

10.14 In the case of a laid off employee who receives vacation pay in the current calendar year because he was not recalled to work before the pay period prior to Christmas, such vacation pay shall not be considered "earnings" as defined in Section 10.1.

10.15 An employee who is absent from work due to illness or injury during an entire calendar year and, therefore, receives no vacation pay on earnings of the previous year shall be paid a vacation pay when he returns to active employment and performs such work as is made available to him during the new period in which he is recalled and the one immediately following. His vacation shall be calculated by using the calendar year's earnings on which he has received no vacation pay as "the previous calendar year's earnings" for

the purpose of those sections determining the amount of his vacation.

10.16 Extra vacation payments shall be paid in addition to regular vacation pay at the time vacation is taken, according to the following schedule:

<u>Years Service On Preceding December 31</u>	<u>Amount Of Extra Vacation Pay</u>
1	\$ 20
2 thru 7	\$ 40
8 thru 14	\$ 70
15 thru 19	\$ 90
20 thru 24	\$100
25 or more	\$125

10.17 The Company shall provide vacation pay on a separate pay check. For those employees who request to receive their vacation pay as soon as possible in accordance with existing practices, the vacation paychecks will be provided by February 15th. An employee may elect to receive vacation pay on a weekly basis prior to each vacation period off and payable on the payday before the start of each vacation period.

Employees who elect single days of vacation will receive pay for that time in the applicable pay period as is the current practice.

10.18 In the application of, and subject to, the provisions of Agreement Article X (Vacations) it is recognized that employees **will select vacation weeks by seniority and**

must declare their preference by February 15th. **Any vacation requests after** February 15th, be accorded preference on a first come, first served basis, regardless of relative seniority. Vacation schedules established pursuant to the foregoing shall not become firm until February 15th. In any event, all employees will notify the Company at least three (3) weeks in advance of their requested vacation, regardless of such vacation date. The Company will advise the employee as to the acceptance or denial of the vacation request within one (1) week of its receipt. It is understood that those employees who elect to waive preference and receive an early vacation check must declare that intention by December 15th of the preceding year.

10.19 Effective calendar year 2012, employees with 2 or more weeks' vacation will have the option to take one week of vacation (5 days of vacation) one day at a time, and effective calendar 2000, employees with 4 or more weeks' vacation will have the option to take two weeks' of vacation (10 days of vacation) one day at the time, subject to the following conditions:

(a) Excluding emergency reasons which are satisfactory to the Company, the employee must give notice to the Company by Wednesday of the week preceding the week in which the vacation day is to be taken. Management shall, in the same week, advise the employee by no later than Friday of its approval or disapproval; however, approval should not be withheld unless warranted by valid operating concerns.

(b) Single day(s) of vacation can be scheduled for a single day or up to four (4) consecutive days. However, single

day(s) of vacation may not be attached to an existing vacation week and will still be subject to the existing vacation scheduling practices and policies.

ARTICLE XI
SENIORITY

11.1 (a) For the purpose of this article the seniority of all employees shall start at the time the employee starts to work in the Unit. Seniority shall be on a plant-wide basis for the Windham Works. All new employees shall be regarded as temporary (probationary) employees until they have been in the employment of the Company ninety (90) working days. Probationary employees will be ineligible for group insurance coverage, holiday pay, jury pay, and funeral pay for the first forty-five (45) calendar days. At the time of hire, the orientation will include participation by a Local Union Committee officer.

(b) New hires will be subject to a hiring rate \$5.00/hour below scale for the first year of employment; \$4.00/hour below scale for the second year of employment; \$3.00/hour below scale for the third year of employment; \$2.00/hour below scale for the fourth year of employment and \$1.00/hour below scale for the fifth year of employment.

(c) The seniority list shall include in a separate section all employees who have retired or who may hereafter retire under the provisions of the existing Pension Plan because of age or disability. The sole purpose of including these employees shall be to preserve their seniority rights in case the existing Pension Plan should be modified or discontinued,

or in case the employee's disability shall cease.

11.2 In all cases of layoff, recalls, promotions, shift preferences or transfers, length of service will govern provided the employees are capable of performing the work, unless hereinafter provided for.

11.3 Employees may trade turns with other employees if agreeable with Management, but not to exceed two (2) weeks during this Contract. If agreeable with the Company, Union officials may trade turns for a period longer than two (2) weeks (for Union business only).

11.4 (a) When a vacancy occurs or a new job is created the employees in the Unit will be given first consideration on bids. Prior to posting for a vacant job, employees assigned to that job classification will select a shift. The employee awarded the job posting will then be assigned initially to the shift where the vacancy exist. Within two (2) work days after a vacancy occurs or a new job is created, the Company will post a notice of such vacancy or job on the bulletin board for a period of three (3) work days. Any employee desiring the position or job may apply in writing on original job bidding forms to be supplied by the Shop Steward, Committee person or Company. At the close of the three (3) work days bidding period, the senior employee bidding, if qualified, shall be assigned to the job. Such employee shall receive proper instructions and assistance to enable him to demonstrate his fitness to perform the job. If, after a fair trial period, not to exceed ten (10) work days, unless extended by agreement between the Company and Union, the employee proves to be unfit for the job, the employee shall be returned to his former

job without loss of seniority.

(b) Any successful bidder who voluntarily chooses not to continue on the job may make such choice within five (5) working days after starting on the job without being considered as having been disqualified. However, an employee who so chooses to return to his former job shall not again be permitted to exercise this right to return by choice for twelve (12) calendar months.

(c) Any employee who possesses a red-circled rate who bids to another job classification and who proves unfit for that job classification under the terms described in this section of the labor agreement, or who voluntarily returns to his/her own job within five (5) days, will not lose his/her red-circled rate upon returning to his/her former job.

(d) The Union shall be given a copy of the posted notice and copies of the bids received. An employee absent due to Union business, vacation, illness or injury may bid on a job vacancy which was posted and filled during his absence if this is done within forty-eight (48) hours after his return to work.

Note 1: The following step-up system shall be established after each of these three (3) top job classifications has been vacant once for bids:

Dry Grind Operator Helper to Head Grinding Operator;
T.K. and P.K. Operator Helper to T.K. and P.K. Operator;
Machine Shop Helper to 3rd Class Machinist

(e) Any employee working in the Skilled Trades

Classifications will not be permitted to make application to a job posting once the employee obtained top grade until the crafts person works in the trade for three (3) years.

11.5 Any employee displaced from a regular bid in or permanently assigned job, shall have the right to exercise his seniority in bumping the employee with the least seniority in a particular job classification as follows:

Employees electing to bump any progression job or the tunnel kiln operator, head grinding operator, or tar impregnator operator, must have previously satisfactorily performed such job or must present conclusive evidence of possessing the qualifications necessary to perform the job. Such experience or evidence is not required on all remaining jobs and the Employee will be given the opportunity to demonstrate satisfactory performance during a trial period not to exceed two days. If the employee proves to be unfit for the job, he shall be assigned the job of the most junior employee in the plant whose work he can do. Any employee who is displaced from his regular job, or any employee who uses the bumping privilege of this Contract to place himself on another job, must return to his regular job when it becomes available to him. However, any employee who uses the bidding privilege of this Contract while he is displaced from his regular job, shall have the choice of either returning to his former regular job or staying on that bid-in job. Upon installation of a training program for craft progression classifications, the following will apply:

In order to bump any progression job, an employee must have skills equal to or greater than the employee being bumped.

11.6 Displaced employees referred to above may either bump or accept layoff, but must do one or the other by the end of employee's regular shift. An employee whose regular job does not operate for a period of fifteen (15) consecutive calendar days shall have the right to bump under the provisions of this article.

REDUCTION IN FORCE

11.7 When necessary to reduce either the working forces or working hours, the Company will decide which alternative is to the best interest of both parties.

11.8 Reduction in working hours may be made on either a departmental or plant-wide basis. In case the unit reduces operations to less than four (4) days per week for more than two (2) consecutive weeks, and no increase in operations can be foreseen, the Company and Union shall meet to discuss the possibility of scheduling the senior employees for four (4) days per week.

11.9 A reduction in hours below forty (40) per week in a department may be made for fourteen (14) calendar days without laying off employees with up to six (6) months seniority in that department. A reduction in hours beyond fourteen (14) calendar days in a department will not be made until employees with up to six (6) months seniority working in that department have been laid off.

11.10 The Company will advise the Union as far in advance as possible of any contemplated lay-offs within the plant, department and classification and the reason therefore. When

an employee is on lay-off, the date of lay-off shall be shown on the seniority list.

11.11 In recalling laid off employees, they shall be recalled in line of seniority, provided they can do the work, whenever an opening arises in the plant. In recall situations, try-outs are not allowed except (1) where the candidate has preregistered for the applicable job and put forth evidence of competence therefore, and (2) his background, when viewed in relation to the job's duty content, prompts a reasonable doubt as to ability, warranting a trial period of two days in order for adequate performance to be demonstrated.

11.12 Any employee on the Master Lay-Off List may waive callback and still retain his seniority unless it is his former job which is the highest-rated permanent job he has held (in excess of thirty (30) days) during his last thirty-six (36) months of employment. The most junior employee on layoff must return to work if the Company would be required to hire to fill the position.

11.13 Seniority shall be terminated in accordance with the following conditions:

(a) Discharge for cause (and same must be stated). In all cases of discharge for cause, the employee shall first be suspended from work; the Company will then meet with at least three (3) official representatives of the Union and the employee involved, if at all possible, not later than the following scheduled work day. The facts of the case will be given to those present. If discharge results after this meeting the employee's pay shall cease at the time of his suspension; if

not discharged, the employee shall be paid for time lost.

(b) Voluntarily leaving the Company

(c) Overstaying leave-of-absence without acceptable excuse.

(d) In case of layoff or physical disability (non-occupational), seniority will be retained and cumulative for all purposes during the first two (2) years of layoff or physical disability.

For employees with more than two (2) years of service, seniority will be retained and cumulative for all purposes for length of service at time of layoff or physical disability not to exceed **four (4)** years provided the employee is recalled and returns to work within the said period not to exceed **four (4)** years. Absence by an employee in excess of a period of two (2) years because of a compensable disability incurred during the course of his employment shall not break his continuous service provided such individual is returned to work within thirty (30) days after final payment of statutory compensation for such disability or after the end of the period used in calculating a lump sum payment. If no work is available for him the layoff will be effective as of that date.

(e) If an employee fails to begin working within seven (7) calendar days from the date he receives notice from the Company by certified mail to return to work he shall then lose his seniority provided he does not have an acceptable excuse.

(f) Being under the influence of alcoholic beverages is cause for discharge.

(g) Any employee leaving his job and the premises without permission of his supervisor is subject for discharge.

(h) All second offenses will be subject to mandatory discharge.

(i) Continual absenteeism from your job is cause for discharge.

(j) Persons not reporting off will be considered quit after five (5) consecutive work days of absence without a reasonable excuse.

(k) Fighting on Company property is cause for discharge.

(l) Employee committing a felony on the Company premises is cause for discharge.

11.14 Top Seniority - The employees holding the following offices shall be the last to be laid off and the first to be recalled in the event of a layoff.

Unit Chairman
Unit Griever
Unit Secretary

The local shall keep the Company advised of the names of the holders of these offices. All officers named in the foregoing list who are elected during this Contract shall hold top seniority until the expiration of their term of office. For employees who hold top seniority under this paragraph top seniority shall mean that he shall be retained in the lowest

rated job in the plant.

11.15 If an employee becomes unable to perform the duties of his particular job classification satisfactorily due to physical disability or infirmity he may displace a junior employee in seniority in a job classification whose duties he can satisfactorily perform provided he produces proof of such physical disability or infirmity and proves that he can perform the job satisfactorily which proof is acceptable to both the company and the Union. An employee who suffers a disability while working for the Company shall be given top seniority (only for the purpose of remaining in the Plant) providing he can perform the work.

11.16 An employee's hiring date with the Company shall prevail for the purposes of vacation and pensions.

11.17 (a) Effective November 2, 1972 all Supervisors shall retain accumulated seniority for a ninety (90) day period. Should the employee remain as a Supervisor beyond the period, all seniority is lost. If the employee elects to return to the bargaining unit within the ninety (90) day period, no seniority is lost and assignment will be made to the job held prior to being promoted to Supervisor. This same provision will apply to an employee promoted to Supervisor in the future. Any employee promoted to a supervisory job for a temporary period not to exceed ninety (90) days shall continue to pay Union dues and shall be reinstated to the same job status he held at the time he accepted such temporary promotion.

(b) Any employee who is now, or who may hereafter be,

employed full time by the local Union and/or by the District Council with which it is affiliated and/or by the International Union shall, upon application of the Union, be granted a leave of absence by the Company for the period during which he is so employed. Upon the termination of such employment, said employee shall retain and accumulate seniority but shall return to the lowest ranking job until such time as he can exercise his seniority; provided, however, any employee employed by the Union for a temporary period, not to exceed ninety (90) days, shall be reinstated to the same job status he held at the time he accepted such temporary Union employment.

11.18 An employee will be eligible to exercise their bumping rights in the following jobs provided the employee has worked a minimum of six (6) months accumulated in said Job:

HPF Operator and Mechanic
Maintenance
Electrician
Kiln Fireman
M&P Level 1

ARTICLE XII

GRIEVANCES

12.1 All differences, disputes and grievances that may arise between the Company and the Union shall be taken up within five (5) work days of the occurrence in the following manner:

12.2 STEP 1

The individual or individuals concerned in the grievance or dispute shall take the matter up with the department head/supervisor for settlement within five (5) working days after the employee, if working, learns of the event, or should have known of the event giving rise to the grievance and if they fail to agree...

12.3 STEP 2

If the grievance is not settled in Step 1, the grievance will be taken up by the Shop Committee with the Plant Manager and/or his designated representative. An answer to the grievance shall be given in writing within three (3) work days.

12.4 STEP 3

In the event the grievance is not satisfactorily settled in the above steps, the grievance may be appealed to the Industrial Relations Department or its representative. The Union, at this step, may have present representatives of the International. An answer to the grievance will be given in writing within fifteen (15) work days. Any grievance processed through this grievance procedure shall be taken through Step 3 within thirty (30) calendar days from the date the grievance was filed by the Union.

Failure to carry a grievance through the third step within thirty (30) calendar days of the date it was filed will mean that the Union has accepted the Company's third step disposition. If the Union does not indicate to the Company within thirty (30) calendar days after having received the Company's disposition in the third step that it intends to take the grievance to arbitration, then it will be agreed that the Union

has accepted the Company's third step disposition.

If Management fails to answer any grievance in the time limit imposed upon it in the grievance procedure, without agreement with the Union, the Union may take the grievance immediately into arbitration. Grievance Committee members attending Step 2 or Step 3 or Contract negotiation meetings shall have such time within their regular workday counted as time worked for purposes of computing weekly overtime.

Members of the Grievance Committee will be reimbursed for time lost at base rates from their scheduled work in attendance at Step 3 grievance meetings.

12.5 STEP 4

If the Grievance still remains unsettled after the third step, the parties will try to agree upon an arbitrator who will be mutually satisfactory to both. In the event that the parties cannot mutually agree to an arbitrator within two (2) work days (this time may be extended by mutual agreement), the Federal Mediation and Conciliation Service shall name an arbitrator to arbitrate the grievance, whose decisions will be final and binding on both parties. The cost of the arbitrator shall be borne equally by both parties.

12.6 It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between the employees and the Company. Grievances not replied to by the Company within the specified time limits set forth in the Contract shall be considered conceded to the aggrieved unless those limits are extended by mutual

agreement between the Company and the Union.

12.7 The Grievance Committee and the negotiating committee shall be limited to six (6) persons - steward coverage will be limited to eight (8) stewards per turn and not less than three (3) - per turn. If there are less than twenty-five (25) employees per turn per plant, it is agreed there will be only one (1) steward.

12.8 A member of the Grievance Committee shall, with permission from his supervisor, and without deduction of pay, have the right to visit departments and plants other than his own, within the jurisdiction of his own local for the purpose of transacting legitimate business of the Grievance Committee, with the understanding that this will not be abused. An official of the Union required to lose time from work due to Contract Negotiations, District Council meetings of State or National meetings called by the International Union, shall have such hours credited to him as though he had worked.

12.9 The proposals made by each party with respect to changes in the prior basic labor agreement and the discussions had with respect thereto shall not be used, or referred to in any way during or in connection with the arbitration of any grievance arising under the provisions of the new or prior basic labor agreement.

ARTICLE XIII

LEAVES OF ABSENCE AND TRANSFERS

13.1 Leaves of absence for good cause not to exceed two (2)

employees from any one department at any one time shall be granted if mutually approved by the Union and the Company. A renewal may be granted if circumstances warrant such a renewal, providing it is approved by the Company and the Union.

13.2 Any employee who enters the Armed Forces of the United States during the term of this Contract will be given a leave of absence and will accumulate seniority during such period of service. Upon termination of such service he shall be reinstated to his previous position or a position of like seniority, status, and pay (with all general increases) with all rights and privileges granted him under the laws of the United States, as if he had continued to work during his period of service, provided that he return to active employment with the Company not later than ninety (90) days after a general discharge from the Armed Forces. An employee with one (1) or more years of continuous service who is required to attend a summer encampment of the Reserve of the Armed Forces or the National Guard shall be paid for a period not to exceed two (2) weeks in any calendar year, the difference between the amount paid by the government and the amount calculated by the Company in accordance with the following formula: Such pay shall be based on the number of days such employee would have worked had he not been attending such encampment during such two (2) weeks (plus any Holiday in such two (2) weeks which he would not have worked) and the pay for each such day shall be eight (8) times his average straight time hourly rate of earnings (including applicable incentive earnings but excluding shift differentials and Sunday and overtime premiums) during the last payroll period worked prior to the encampment. If the period of

encampment exceeds two (2) weeks in any calendar year the period on which such pay shall be based shall be the first two (2) weeks he would have worked during such period.

13.3 (a) When an employee is transferred for a period longer than thirty (30) days to any lower classified job, which would result in a decrease of his hourly rate, the employee shall receive the maximum rate of the new job classification other than the one from which he was originally transferred, provided he can do the work available. Upon return to the original job classification from which such employee was transferred, he shall be placed in the same relative position in the rate range as he held prior to transfer, plus any general increases.

(b) When an incentive employee is transferred to any lower classified job for a period longer than thirty (30) days, the employee shall receive their rate 'holiday pay' rate.

13.4 (a) The Company may make temporary transfers for a period up to fifteen (15) days unless extended by mutual agreement. When an employee is temporarily transferred, he will retain his old rate, or receive the rate of the job to which he is transferred, whichever is higher, if the transfer is at the convenience of management. Insofar as practicable, seniority will be considered when the Company affects such transfers, and in any case, they will not be made without explaining the reason therefore. Such temporary transfers shall be made with the least practical job disturbance.

(b) When an incentive employee is transferred to any lower classified job for a period up to fifteen (15) days, unless extended by mutual agreement, the employee shall receive their rate 'holiday pay' rate.

(c) Temporary vacancies such as occur when the job incumbent is absent, which includes illness, vacation or leave of absence, shall be filled, if practicable, by the senior employee in the same job class or the job class immediately below the job class in which the vacancy occurs. The Company agrees that vacancies filled under this section will normally be filled on a promotional basis using the principle of "optional at the top and compulsory at the bottom" where employees are qualified and such movement can be made with the minimum of disruption to production.

(d) The term "practicable" shall mean that management will not arbitrarily abuse seniority in application of (a) and (c) above.

13.5 If the employee's request for a transfer to a lower paying job is granted, he shall take the top of the rate of the new job, provided the new rate is equal to or less than his former rate.

13.6 A transfer from one shift to another in the same job classification does not constitute a job disturbance.

13.7 After thirty (30) days on a temporary basis a job shall become permanent and posted for bid. This provision is recognized as applying exclusively to new jobs, notwithstanding Section 11.4 (a).

13.8 The following is adopted as applicable exclusively to non-progression jobs:

(1) A job vacancy in a non-progression job, which when it arises is not anticipated to be of more than 60 calendar days in duration, may be filled by temporary transfer.

(2) A job vacancy caused by absence from the job of a regular incumbent thereof due to sickness or injury, which when it arises is anticipated to exceed 60 calendar days, but which is not anticipated to be of permanent duration, shall be designated a non-permanent vacancy and be filled in accordance with contractual bidding provisions.

(3) A successful bidder to a non-permanent vacancy, as defined above, shall become a permanent occupant of such job upon the replaced employee's failure to return to such job.

(4) Vacancies arising from application of 2, above, shall be designated permanent vacancies and filled in accordance with contractual bidding procedures.

(5) Non-permanent vacancies shall be terminated upon the return of the regular incumbent whose absence creates such vacancy, and such employee shall immediately be entitled to return to such job, irrespective of whether his seniority exceeds that of the employee filling such vacancy at the time of its termination.

(6) Upon termination of a non-permanent vacancy, an employee filling same pursuant to 2, above, shall return to his previously held occupation, provided his relative service

allows such return.

ARTICLE XIV **SAFETY AND HEALTH**

14.1 The Company shall continue to make reasonable provisions for the safety and health of its employees at the plants during the hours of their employment, protective devices and other equipment necessary to properly protect employees from injury shall be provided by the Company in accordance with usual standards of safety and health and shall be used by the employees. Proper heating and ventilating systems shall be installed where needed and maintained at all times. There shall be a Safety Committee consisting of three (3) representatives of the Company and three (3) representatives of the employees, which shall meet at least once a month to discuss health and safety conditions. Minutes of monthly safety meetings will be posted for employee information purposes and status reports issued as necessary.

The Company shall provide for one of the three union safety representatives to be paid up to twenty (20) hours per month for performing safety functions.

14.2 Each employee, from the standpoint of safety and health, shall make a reasonable effort at all times to keep his individual work area clean and free of objects which may in any way cause accident or injury not only to himself but to any other employee who might have occasion to be in the same work place.

14.3 Any employee receiving an injury covered by the

Workmen's Compensation Act, on the Company's premises, to the extent that he must lose time from work, shall be paid his normal earnings for the day in which the injury occurred or the same earnings he would have received on the completion of that day's work. Any employee injured shall receive the attention commensurate with the extent of his injury, including transportation to his home, hospital or doctor, as the case may require.

14.4 Employees whose glasses are broken while actually being worn, through no fault of the employee-owner, and on the Employer's premises, and as a result of and in connection with an accident arising out of the course of his employment shall be reimbursed by the Employer for the cost of a replacement pair of glasses of like prescription and kind. This shall include the replacement of welder's glasses when pitted due to failure of the Employer to provide protective eye-wear.

14.5 The wearing of metatarsal safety boots shall be a condition of continued employment. Any employee who is unable to comply with the above for physical reasons, on either a temporary or permanent basis, shall present a medical excuse and the Company and Union shall then be enabled to excuse the employee from the provisions of this section. It is the intent of this Agreement to enhance personal safety of the represented employee by instituting a meaningful foot protection program. Toward that goal, effective 9/15/14 the Company will provide an annual metatarsal boot allowance of \$160.00 and eliminate Company providing of metatarsal boots. Employees actively at work or on vacation January 2 of each calendar year will receive the allowance no later than March 15. Employees then inactive by reason of layoff, sick

leave, etc., shall receive the allowance no later than three weeks following their return to work, or March 15, whichever is later. Employees must work a minimum of 520 hours in the preceding calendar year to qualify for this allowance. Boots must be ANSI approved Z41-1991, six-inch minimum height, with a tempered steel toe and metatarsal guard. The Company will conduct a Job Safety Analysis to establish whether or not Metatarsal Safety Shoes are required by OSHA.

ARTICLE XV **MISCELLANEOUS**

15.1 The Company shall provide for the Union's use bulletin boards located in the plant for the posting of all Union material.

15.2 Neither the Company nor the Union shall use their respective bulletin boards for the dissemination of political material or for derogatory material relating to individuals employed by the Company or the Company, its products, or others doing business with the Company.

15.3 Copies of this Contract shall be placed in the hands of supervisors, Personnel Department, Timekeeping Department, and all employees in the bargaining units, with instructions to cooperate and comply with its terms.

15.4 The following information will be furnished to the Union:

- 1) Detailed lists of employees laid off due to lack of work
- 2) Copies of all change of rate and transfer notices

- 3) Copies of all recall notices sent by registered mail
- 4) List of all new hires

15.5 Employees will, at all times keep the Company informed of their current addresses.

15.6 The Company will submit to the Union for comparison and verification the existing roster of all employees in the bargaining unit of the plant as to name and date employee started to work for the Company. The Union is to have thirty (30) days from receipt of roster in which to protest any listings. Any changes in seniority dates must be approved by the membership. After such verification, the seniority dates become permanent for the duration of this Contract.

15.7 The Company will furnish to the Union every three (3) months a list of all employees in the bargaining unit by name, classification, rate, and date employed by the Company. The Company shall post on bulletin boards current copies of a complete seniority list of the plant every three (3) months.

15.8 It is the continuing policy of the Company and the Union that there be no discrimination against any employee with regard to hiring, upgrading, promotion, transfer and layoff or the application of any provision of this Agreement because of race, creed, color, national origin, age, sex or otherwise prohibited by Law. It is the continuing policy of the Company and the Union to assure that qualified disabled veterans, veterans of the Vietnam era and qualified handicapped individuals are not discriminated against in any employment practice because of physical or mental handicaps.

15.9 The Union agrees that it will process no grievance under terms of any prior agreement, nor any grievance which results from changes in past procedure, except such as may have arisen since August 12, 1952.

15.10 An employee who is called for jury service or is subpoenaed to Court as a witness for other than his own behalf shall be excused from work for the days on which he serves and he shall receive, for each day of such jury or witness service on which he otherwise would have worked, the difference between eight (8) times his average straight-time hourly earnings (as computed for holiday allowance) and the payment he received for jury or witness service. The employee will present proof of service and of the amount of pay received therefore.

15.11 In the event of the geographical relocation in whole or in part of the work performed by any or all the employees with two or more years seniority covered by this agreement resulting in a reduction in the work force, the employees so affected shall be given the opportunity to accept transfer to the new location in accordance with their seniority.

Any employee transferring in accordance with this provision shall carry his total seniority to the new location and all rights and privileges that accrue thereto, except that if the plant at the new location is already organized, the transferring employee shall carry his service rights for pensions and vacations but not for layoff and recall.

15.12 Shift Preference:

(a) When an opening occurs on a given shift, the senior

employee on the other shifts will be given an opportunity to fill this opening before it is filled with a new employee. The new employee will be placed on the shift that is left open. This new employee cannot be bumped from the shift that was left open for him, except that in the case of a layoff a senior employee can bump the shift of a junior employee.

(b) If the layoff of a shift occurs the employees on that shift can bump the junior employees on other shifts. However the employees on the shifts that were not disturbed cannot exercise their shift preference.

(c) If another shift is added the senior employees in that classification may exercise their shift preference.

15.13 Press Operators:

(a) If a regularly classified Press Operator's press is down for repairs for one-half (1/2) hour or more (or it is apparent to the supervisor or the Press Operator involved that the press will be down for more than one-half (1/2) hour) he will be entitled to bump employees who have been upgraded or transferred to the regular or spare presses providing the upgrading or transferring is not due to absenteeism.

(b) When a regularly classified Press Operator is operating a press requiring one employee which goes down for repairs and a spare press requiring two employees is available he may operate the spare press with another regular operator (or an upgraded or transferred employee) unless another press goes down for repairs at the same time. In the latter case the two (2) oldest regular operators will operate the spare press.

(c) If a regularly classified Press Operator has been assigned

other work because he does not have a press he may fill in if needed with the employees from the press requiring one employee (mentioned in (b) above) without thereafter being considered as assigned to this spare press for the remainder of the shift. As long as these two (2) regularly classified press Operators continue on this spare press while the press requiring one employee is down they cannot be bumped.

(d) When and if the press requiring one employee (mentioned in (b) above) resumes operation the junior operator will resume his other assigned duties and the spare press will again become available to any regularly classified Press Operators.

(e) Power Press crews will use rules to check brick as heretofore.

15.14 It is recognized that garnishments are an unnecessary burden. Effective January 1, 1967 any employee who receives as many as three (3) garnishments from different establishments in a calendar 1/2 year may be subject to disciplinary action. However, before any disciplinary action is taken an employee will be given a thirty (30) day grace period to straighten out any garnishment.

15.15 Funeral Leave

In case of death in an employee's immediate family (i.e. spouse, mother, stepmother, mother-in-law, father, stepfather, father-in-law, sister, sister-in-law, brother, brother-in-law, children and step-children, grandchildren and grandparents, step-brother and step-sister when they have lived with the employee in an immediate family relationship), the Employer

shall grant such employee up to a maximum of three (3) scheduled working days off with pay because of personal involvement in the funeral arrangements and for services. In case of death of a grandparent of an employee's spouse, **aunts or uncles**, the employer shall grant such employee a maximum of one (1) scheduled working day off with pay because of personal involvement in the funeral arrangements and/or service. Should the death occur while the employee is on vacation, the vacation will then be extended by a like number of days. Satisfactory proof of death must be submitted to the Employer. The employee must be on a seniority list for at least forty-five (45) calendar days. Payment will be calculated and paid identical to Holiday pay provisions (9.3).

15.16 An employee who works through his normal half hour lunch period shall then be given time to eat his lunch and be excused one-half hour earlier in the day without loss of pay or work the full day and receive one-half hour at time and one-half as he chooses.

15.17 It is agreed that probationary employees are entitled to the overtime administrative procedures provided by the Contract contingent upon possession of required qualifications.

15.18 Supplemental Unemployment Benefits

(a) Following receipt of a properly executed SUB Application including receipt of State U.C. Check, SUB Checks not received within three (3) weeks shall be paid by the Company.

(b) The current Supplemental Unemployment Benefits Agreement and Plan shall be continued in effect for the duration of this Contract with the following modifications:

(1) Section I.1 - Contributions

Effective August 1, 1994,

increase the existing \$0.06 contribution to \$0.09.

Effective August 1, 1996,

increase the then existing \$0.09 contribution to \$0.12.

Effective August 1, 1998,

decrease the then existing \$0.12 contribution to \$0.09.

(2) Section A.5 - Weekly Benefits Payable Add: Effective August 1, 1994

A.5(c). The above maximum benefits will not be applicable to the first four weeks of any layoff directly attributed to fluctuation in product demand for the respective plant, i.e., This exclusion will only apply to the named individuals on the "protected list" (employees with dates of hire prior to 1/1/79 at Windham). As these specific individuals retire and/or terminate employment, their names will be deleted from such list. The maximum benefits specified in A.5(a) and A.5(b) will continue in effect for:

(1) Duration of layoffs extending beyond four weeks - all employees.

(2) Duration of layoffs up to four weeks - employees with dates of hire on or after 1/1/79 at Windham.

The maximum exclusion noted above will not be applicable to layoffs attributed to acts of God, major equipment failures,

vacation shutdown or other similar cause NOT directly due to fluctuating product demand.

The Parties agree that the Article XV Supplemental Unemployment Benefits shall continue utilizing the current benefit plan using the Company General Fund and eliminate the Trust Plan. In eliminating the Trust Plan the Company agrees that any remaining funds will be dispersed in accordance with the Trust rules and regulations.

15.19 The Company will post or otherwise make available information as received from the Ohio Employment Security Office regarding benefits application procedures.

ARTICLE XVI

INSURANCE BENEFITS

16.1 Insurance

(a) The “Harbison-Walker Refractories Employee Benefit Program” heretofore established shall be continued in effect during the term of this Agreement for employees covered by the Agreement.

(b) The Employee Benefit Program shall be revised as follows for employees actively at work on the effective date:

- (1) The existing Sickness & Accident benefit shall continue under the terms of this Agreement at the benefit level of:

Effective 9/17/18 - \$385
Effective 9/16/19 - \$390
Effective 9/15/20 - \$395

(2) The existing Life Insurance and Accidental Death and Dismemberment benefits shall continue throughout the terms of this Agreement as such benefit levels in the amounts of:

Effective 9/16/14 - \$26,500 (\$500)

Effective 9/16/15 - \$27,000 (\$500)

Effective 9/16/16 - \$27,500 (\$500)

(3) The existing life insurance benefit for employees retiring under the terms of the Harbison-Walker Pension Plan for Hourly Employees (Plan 048/Prior Plan 179) shall continue during the term of this agreement at such benefit level of \$7,000.

(4) The existing Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) language shall continue to be in effect in accordance with Federal guidelines and regulations.

(c) On **January 1, 2018** the medical benefit under the Employee Benefit Program described in "Attachment A" as "**2018 Medical and Rx Benefits**" shall become effective.

(d) Effective May 1, 2004, the Company will pay one-half of all employees' monthly insurance premiums for those employees who are laid off for up to six (6) months under the present terms of this Program.

16.2 On **January 1, 2018** the dental program under the Employee Benefit Program described in “Attachment A” as “**2018 Dental Benefits**” become effective at employee cost – such costs will be adjusted on January 1 of each contract year using plan experience to determine applicable premium rates.

16.3 Administration of all insurance programs and plans mentioned in this Agreement shall be in accordance with the provisions of the appropriate plan document, which shall incorporate any benefit changes negotiated under the collective bargaining agreement. The Company will continue to provide to plan participants a summary plan description in accordance with Federal requirements, which will be signed off on by the Union prior to publication and distribution to covered participants. It is further understood and agreed nothing contained herein shall be deemed a bargaining waiver in connection with the Union’s right to bargain over any change(s) in the insurance program during the term of this agreement.

16.4 The parties agree that within one-hundred and twenty (120) days following ratification, the Parties will meet and discuss a Wellness Program and if the Wellness Program is agreed upon, the program will be implemented by December 31, 2011 on a voluntary basis to all Windham employees.

16.5 An employee can purchase additional Life insurance for themselves. The amount purchased must be in increments of \$5,000. Minimum amount purchased is \$5,000 and the maximum amount purchased is \$50,000.

Voluntary Life rates are based on the age bracket listed below. Your monthly premium is calculated per \$1,000 of the elected coverage amount. Increase in premiums will occur on the pay period following your birthday when moving to the next age bracket. Current rates are listed below and may change at any time based on insurer contracts.

<u>Age Band</u>	<u>Rates</u>
<25	\$.050/\$1,000
25-29	\$.050/\$1,000
30-34	\$.050/\$1,000
35-39	\$.060/\$1,000
40-44	\$.110/\$1,000
45-49	\$.190/\$1,000
50-54	\$.330/\$1,000
55-59	\$.600/\$1,000
60-64	\$.980/\$1,000
65-70	\$ 1.490/\$1,000
70-74	\$ 2.260/\$1,000
75-79	\$ 3.330/\$1,000
80-84	\$ 5.070/\$1,000
85+	\$ 10.270/\$1,000

ARTICLE XVII

PENSIONS

17.1 The Harbison-Walker Pension Plan for Hourly Employees (Plan 048/Prior Plan 179) will continue in effect on the effective date of this agreement. The Company will continue to provide to plan participants a summary plan description booklet in accordance with Federal requirements.

Administration of the pension plan shall be in accordance with the provisions of the plan document.

17.2 The Pension Plan shall be as follows:

(a) All benefits will be based on the \$ 32.00 multiplier. The multiplier is applicable per year of credited service to a maximum of 40 years.

(b) Distinguished Service Bonus. Effective September 16, 2014, the Company will continue to provide a Distinguished Service Bonus whereby active employees who retire during the life of this contract with service of 41 years or more will be paid a non-impactive cash bonus of \$7,500. Such payments are issued through Payroll and will be subject to normal withholdings and may, at employee discretion, be received in the year of retirement or in January of the following year.

17.3 New employees hired after September 14, 2014 will not be eligible to participate in the Harbison-Walker Pension Plan for Hourly Employees (Plan 048/Prior Plan 179 – Windham Plant) mentioned in Section 17.1 above.

ARTICLE XVIII

LOCAL PLANT AGREEMENTS

18.1 The Company will, effective 9/15/11, provide an annual clothing allowance of \$160.00 and eliminate providing of uniforms. Employees actively at work or on vacation on April 30 each calendar year will receive the allowance no later than June 15. Employees then inactive by reason of layoff, sick

leave, etc., shall receive the allowance no later than three weeks following their return to work, or June 15, whichever is later. Employees must work a minimum of 520 hours in the preceding calendar year to qualify for this allowance.

18.2 The following classifications will be furnished gloves on an exchange basis:

- A. Tar Impregnator Racker
- B. T.K. Pick-Up
- C. Power Press Operator
- D. Bricklayer
- F. Molding and Pressing Level III
- G. T.K. Operator ("hot mill" type gloves)
- H. For those classifications not listed in items A-G above, the present (8-1-88) practice with respect to gloves will continue.

18.3 The following classifications will be granted a 10-minute wash-up period:

- A. Power Press Operator
- B. Maintenance and Service Level I
- C. Molding and Pressing Level II
- D. Molding and Pressing Level I
- E. Electrician
- F. Crushing and Grinding Level III
- G. HPF Level III

18.4 When an employee wishes to replace lost or stolen tools, the Company will arrange for purchase of those tools through the plant maintenance purchase system, and the Company

will assume 50% of the cost as long as such tools are deemed necessary for the performance of his job. This program is designed solely for the legitimate replacement of lost or stolen tools and the parties agree that it is not to be abused. The Company will continue to replace at Company expense, on an exchange basis, those tools which employees break in the performance of their job duties.

18.5 The Company shall provide adequate manpower to make every reasonable effort to maintain the washrooms and locker rooms in a clean and sanitary condition at all times.

18.6 A tuition reimbursement program shall be installed, subject to the following guidelines.

1. An employee, in order to be eligible for tuition reimbursement, must be a full-time employee who has successfully completed his probationary period.

2. The amount of tuition reimbursement shall be limited to 100% of actual tuition costs, subject to a maximum payment of \$500 per calendar year per employee.

3. Payment of tuition reimbursement shall be conditioned upon satisfaction of the above and following requirements:

- (a) The employee must submit a written request in advance to the Plant Manager indicating the course, title, cost, and any other pertinent data.

- (b) The course must, in order to qualify for reimbursement, be one which relates directly to the work, as determined by Management.
- (c) The educational institution must be approved and accredited, as determined by Management.
- (d) The employee must in order to qualify for reimbursement, register a grade of C or better in the pertinent course.
- (e) Employee involvement in this program may not be such as to interfere with his work schedules as determined by Management.
- (f) No payment shall be made where the employee qualifies for, or receives, payment from another source.

18.7 Arrangements will be made for First Aid and/or CPR training sufficient to insure adequate coverage on all shifts.

18.8 Tool storage containers will be provided for the Machinist classification.

18.9 Janitorial services in Plant restrooms will be evaluated, and refurbishments undertaken in improving restroom conditions.

18.10 Dentures or false teeth of employees will be repaired or replaced when:

1. They are damaged or broken on the job, and
2. The damage takes place on Company premises while actually being worn and is witnessed by another person, and
3. The damage is not attributable to negligence or an improper act on the part of an employee, and
4. Such damage arose out of and in connection with an industrial accident during the course of employment.

18.11 In cases where settlement of work related sickness or injury is delayed an abnormal period of time, the Company agrees to permit the employee to sign a Refund Agreement and process the injury or illness claim through the non-occupational carrier. When the Workers Compensation settlement is made, the employee agrees to have reimbursement made to the non-occupational carrier as part of that settlement.

18.12 Company efforts toward devising means to improve dust and smoke ventilation will continue.

18.13 In disputes involving telephone overtime assignments, the Union shall have reasonable access to Company DSDN telephone records. The Company will attempt to arrange for unanswered calls to be registered thereon, but, if unable to do

so, will develop and institute an appropriate form upon which to log such calls. The Union shall have reasonable access to such logs in the event of disputes, as stated heretofore.

18.14 The X-Y press incentive detailed below is installed effective March 15, 1999. As previous, press operators will make minor repairs and adjustments as required. Minor repairs includes, but is not limited to, shimming, changing pads, tightening loose plungers, pad, agitator blades, picker repairs, feed ribbon adjustments, replacing wiper stick, spray adjustment, etc.

SINGLE DIE

A. Up to 4.3 Eq. per stroke

<u>Strokes per shift*</u>	<u>Base Rate</u>	<u>Plus</u>	<u>Incentive per 100 strokes</u>
0-800	Job Class 1-2		0
801-1600	80% of Job Class 8		\$3.407
1601-2000	80% of Job Class 8		4.660
2001 and up	90% of Job Class 8		5.090

B. 4.3 Eq. per stroke and over

<u>Strokes per shift*</u>	<u>Base Rate</u>	<u>Plus</u>	<u>Incentive per 100 strokes</u>
0-500	Job Class 1-2		0
501-1300	80% of Job Class 8		\$4.031
1301-1800	80% of Job Class 8		5.310
1801 and up	90% of Job Class 8		5.600

DOUBLE DIE

<u>Strokes per shift*</u>	<u>Base Rate</u>	<u>Plus</u>	<u>Incentive per 100 strokes</u>
0-600	Job Class 1-2		0
601-1199	80% of Job Class 8		\$4.409
1200-1599	80% of Job Class 8		5.600
1600 and up	90% of Job Class 8		6.590

* Good brick only based on an 8 hour shift

All Press Room actual hours excluding press operating time (includes miscellaneous work time, minor repairs & press adjustments, down time, personal time, etc.) is paid at Job Class 1 - 2.

Job class rate includes all current clock-hour add-ons.

Crew Size:

Less than 3.2 Eq per stroke, Crew size = 1

3.2 Eq and over per stroke, crew size = 2, except that for small lots of 150 square brick sized less than 24 inches, or for small lots of 100 square brick sized 24 inches or more, crew size = 1

18.15 Effective November 1, 2017 the absenteeism policy will be as follows:

The Company proposes to **delete** and **replace** the current Attendance Policy with the following policy:

ATTENDANCE POLICY

Regular attendance and punctuality is a requirement of all HWI employees. It is the expectation that all employees will work their full shift on days in which they are scheduled to work. This includes being on time for work at the start of the shift, taking no longer than the allotted time for breaks and lunch, and working until the end of the shift.

It is the employee's responsibility to be mindful of their own attendance record. Attendance is treated as work performance and is included in the progressive discipline process.

The progressive discipline policy for attendance is as follows:

- 4th Point Written Warning**
- 6th Point Second Written Warning**
- 8th Point Termination**

Points:

- Tardy or leave early 2 hours or less ½ Point**
- Tardy or leave early more than 2 hours 1 Point**
- Absence 1 Point**
- No call/no show 2 points**

Absences and tardy situations are tracked concurrently and on a rolling twelve (12) month basis. One (1)

occurrence will drop from the employee's record twelve (12) months from the day the point occurred.

An employee who completes three (3) consecutive calendar months without a chargeable point or fraction thereof shall have one (1) chargeable point removed from his/her attendance record. There shall be no negative point totals.

Absences:

An absence is the failure to be at work when you are scheduled to be there. Absences fall into two categories, "excused" and unexcused" absences.

Excused Absences:

An Excused Absence is any period of time that has been approved for an employee to not be at work during a scheduled work shift. These absences include periods of time that have been approved for:

- **Absence, (late or leave early) covered by a doctor's note**
- **Funeral Leave/Pallbearer**
- **Jury Duty/Subpoena**
- **Family Medical Leave**
- **Short Term Disability**
- **Long Term Disability**
- **Approved leave of absence**
- **Approved Vacation Days**
- **Military Leave**

- **Acts of God**
- **Union Business**

Unexcused Absences:

An Unexcused Absence is any unapproved period of time that an employee is not at work on a scheduled shift. Some examples include:

- **Sick Days (not covered by other approved leave)**
- **Not reporting to work**
- **Leaving early**
- **Calling off**

When an employee is absent for more than one (1) day, it will count as one single occurrence only where there is verification of injury/illness and a doctor's note is presented. Failure to bring a doctor's note to provide documentation for consecutive days absent will result in one occurrence for each day missed.

Tardiness:

A tardy is defined as any time in which an employee arrives to work after their scheduled start time.

An employee is considered late when he or she arrives to work after their scheduled start time. When an employee is tardy two (2) hours or more, the tardy will be worth an entire occurrence.

Unapproved Leave Early:

Unapproved leaving prior to the end of one's shift (not covered by other approved leave or supervisor's approval) shall be charged points or fraction thereof, as set forth above.

This Policy will go into effect on the first day of the month following ratification. All employees shall commence with zero points. Previous attendance discipline shall not be valid or applicable or used for any further point accrual or disciplinary action.

18.16 Pay shortages will be paid immediately upon request, otherwise in the next pay period. On Tuesday of each week the Company will post the Payroll Summary Report (34.12.1.22).

18.17 Employees who do not have a personal telephone number on file with the company and who face potential recall from layoff will be notified via registered letter, return receipt requested, mailed no later than Tuesday of the week preceding recall. Such employee must advise the Company of availability no later than Friday noon. Otherwise, the employee will not be considered for work the following week.

18.18 Miscellaneous accords from 1999 negotiations include the following which are included as exhibits to this agreement.

- a. Letter - Flexible operating schedules
- b. Letter - SUB

18.19 Effective March 15, 1999, the Molding and Pressing Level II incentive rate for handling kiln furniture is reduced by 50%.

18.20 Employees who are attending training programs (craft training) while on lay off will be compensated for such schooling upon completion.

18.21 – Add lubrication of the HPF III presses to the task list of the HPF III Mechanic.

18.22 – For present and future job assignments to the HPF Mechanic Classification employees will be required to have classes in welding, lubrication and hydraulics. All classes will be completed within eighteen (18) months.

18.23 – The Company and Union agree that the future of the Brick Refractory Industry and in particular this Windham, Ohio plant rests heavily upon the ability of the Company, the Union, and all employees to work cooperatively to achieve higher productivity, quality, safety and cost effectiveness. The parties, for instance, are acutely aware of the impact and expected increasing impact of foreign producers upon the Industry and its domestically employed workers. Therefore, it is agreed that the Company and Union shall explore the feasibility and practicality of adopting and using self-directed work opportunities within areas of the plant. To this end, such efforts will continue so long as productivity, quality, safety and cost effectiveness are maintained or improved at levels acceptable to the Company.

18.24 – Move all Journeymen to J.C. #25.

18.25 – Incentive – Magnel; the Company agrees to implement subject to a sixty (60) day trial period (Entry level incentive will remain at 3500). Further, the Company proposes that the remaining portion of the Union Proposal will be reviewed by the Parties within sixty (60) days of the signing of this Agreement and any implementation will be subject to a sixty (60) day trial period.

18.26 Create new job classification – Shipping Level II.

Two (2) job class increase.

All current Shipping bid employees will be grandfathered.

All currently assigned employees in Shipping by bump will be temporarily grandfathered.

In the future, employee must be qualified in order to bump into Shipping.

Sorting and re-palletizing tasks will be removed from the Shipping Job Description and added to the Impregnator – Level I Job Description.

18.27 Press pads be serviced (clean, sort and deliver) by HPF Mechanic. The Mold & Pressing Level I will determine the disposition and place accordingly.

18.28 If a piece of equipment on the training matrix has been deemed no longer on Windham required equipment list and is out of service, the identified piece of equipment will be considered not applicable and will not be held against the apprentice in their progression.

ARTICLE XIX
SEPARABILITY

19.1 If a portion of this Agreement becomes illegal or unenforceable as the result of any valid law or court decree, the remainder of the Agreement shall continue in full force and effect.

ARTICLE XX
TERMINATION AND NEGOTIATIONS

20.1 All provisions of this Contract shall become effective when signed by the parties hereto, unless otherwise provided, and remain in full force and effect to and including midnight **September 16, 2020**.

20.2 Either party may on or before **July 15, 2020**, 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 Basic Contract. If such notice is given, the parties shall meet within thirty (30) days after **July 15, 2020** to negotiate with respect to such matter.

20.3 All changes which either party may wish to propose on local plant issues for the Contract to become effective after the termination of this Contract must be submitted by the proposing party to the other in writing no less than thirty (30) days prior to the termination date of this Contract.

20.4 In the event an agreement is not reached on the desired changes or amendments set forth in the written notice referred

to in Section 20.2 above by midnight of the fifteenth (15th) day of September of the year in which negotiations are conducted, this Contract and all provisions thereof shall terminate, unless the same is extended in writing by the mutual agreement of the parties.

20.5 Any notice required to be given by the Company to the Union shall be sent by certified mail addressed to United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Five Gateway Center, Pittsburgh, Pa.15222 and any notice required to be sent by the Union to the Company shall be sent by certified mail to 1305 Cherrington Parkway, Suite 100, Moon Township, PA. 15108 with a copy addressed to the Plant Manager at Windham, Ohio. Either party may by like written notice, change the address to which registered mail notice to it shall be given.

NOTE: Personal pronouns are used in this agreement solely for ease in composition and are intended to be neuter in gender.

ADDENDUM INCORPORATING MISCELLANEOUS ACCORDS

1. Council for Problem Solving

During the life of this agreement a series of joint problem solving meetings will be held to generate joint recommendations and action plans for

- (a) Improving the company economic performance and competitive status, and;
- (b) Removing conditions which adversely impact the

worker's overall employment experience.

Initial items to be considered in such meetings include working conditions, safety and environmental health, efficiency, etc. However, such meetings shall not be used as a substitute for contractual grievance and arbitration machinery.

An initial problem-solving meeting as described above shall be convened in October of 1985, and subsequent meetings held at least quarterly thereafter.

Joint recommendations and/or plans arising from such meetings shall be reduced to writing and submitted in the form of business proposals for review by Harbison-Walker management.

Participants shall include:

- A. 2 Representatives from the International Union
- B. 2 Representatives from the Local Union
- C. 2 Representatives from Plant Management
- D. 2 Representatives from Industrial Relations

2. In the event the Union hereafter grants to any other employer, who is a major competitor of the same classification type, terms and conditions whose effect serve to substantially lower that employer's total employment costs in effect on July 31, 1988, the Union shall immediately notify the Company. If requested by the Company, a meeting will be held between and to determine what steps, if any, the parties should jointly take in order to preserve the economic viability of the Company. The parties recognize that restoring

economic viability may require modifications and/or changes to the existing labor agreement and that such modifications and changes may be made collectively to all plant agreements or on an individual basis as mutually agreed.

3. 401(k) Savings Plan – The Company will continue to provide a 401(k) plan known as the **HarbisonWalker International** 401(k) Savings Plan for hourly employees represented by the Union. The Company will continue the present 401(k) employee match of \$.25 per \$1.00 employee contribution up to 6% of the employee's annual gross earnings. The Company will continue to provide to plan participants a summary plan description in accordance with Federal requirements. Administration of the plan shall be in accordance with the provisions of the plan document. It is the intent of the Company to make the 401(k) plan available for participation throughout the life of this contract.

4. SUB-PAY: It is recognized that the existing S.U.B. Plan provides for a method other than that being presently used to process sub-pay claims, providing that basic information required by the plan can be secured more quickly. To that end, the Company will work with its payroll department and applicable U.C. State agencies with the specific objective of finding a way to reduce the processing time, resulting in more timely receipt of SUB-pay checks. If not finalized within 60 days, the Windham Union Local Negotiating Committee will be given a status report.

5. RTW:

(a) The RTW program coordinator at the Windham Plant will assist employees in arranging, when practical, therapy sessions during their regular working hours, as compared to after hours.

(b) At the Windham Plant, in those instances where the employee receives physical therapy/rehabilitation at a facility chosen by the Company, a mileage allowance equal to that provided by State law will be reimbursed for each mile, without regard to present State regulations requiring a minimum of 50 miles travel as a qualifier for reimbursement through workers' compensation authorities.

(c) Transitional Work Program. The Company will select a panel of doctors which will be recommended for our employees on Workers Compensation. All employees will continue to have the right to select a doctor of their own choice. The Company will review the panel of doctors with the Local Union prior to posting of the panel and will take into consideration any recommendations however, will retain the right to select such doctors. All doctors will be required to fill out a form identifying the physical capabilities and restrictions of the employee. Employees who have a physical restriction which would not permit them to do any part of their job or any bargaining unit work will not be permitted to work and will remain on Workers Compensation. Employees who are physically able to do part of their job will be assigned duties that they can perform within their restrictions and will be made whole. Seniority will prevail in a reduction in force situation.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures this day of _____, **2017**.

UNITED STEEL, PAPER, AND FORESTRY
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION

HARBISONWALKER INTERNATIONAL
INC., WINDHAM, OHIO PLANT

BY

Leo W. Gerard
Leo W. Gerard
International President

Stanley W. Johnson
Stanley W. Johnson
International Secretary-Treasurer

Thomas Conway
Thomas Conway
International Vice President Administration

Fred Redman
Fred Redman
International Vice President Human Affairs

David R. McCall
David R. McCall
Director, District 1

Gary Thompson
Gary Thompson
International Staff Rep.

Marcus Graves
Marcus Graves
President of Local 8565-03

Harry L. Amie
Harry L. Amie
Local 8565-03

Matt McManus
Matt McManus
Local 8565-03

Todd Bowers
Todd Bowers
Unit Local 8565-03

BY

Carol Jackson
Carol Jackson, Chief Executive Officer

**WINDHAM PLANT
SCHEDULE "A"
STANDARD HOURLY WAGE SCALE
WAGE RATES**

Job Class		\$0.030	\$0.030
	9/17/2017	9/16/2018	9/15/2019
1	21.932	22.232	22.532
3	22.052	22.352	22.652
4	22.172	22.472	22.772
5	22.292	22.592	22.892
6	22.412	22.712	23.012
7	22.532	22.832	23.132
8	22.652	22.952	23.252
9	22.772	23.072	23.372
10	22.892	23.192	23.492
11	23.012	23.312	23.612
12	23.132	23.432	23.732
13	23.252	23.552	23.852
14	23.372	23.672	23.972
15	23.492	23.792	24.092
16	23.612	23.912	24.212
17	23.732	24.032	24.332
18	23.852	24.152	24.452

19	23.972	24.272	24.572
20	24.092	24.392	24.692
21	24.212	24.512	24.812
22	24.332	24.632	24.932
23	24.452	24.752	25.052
24	24.572	24.872	25.172
25	24.692	24.992	25.292
26	24.812	25.112	25.412
27	24.932	25.232	25.532

NOTE: Detailed Schedule "A" Wage Schedule updated and distributed as required.