

# **AGREEMENT**

**BETWEEN**

**JOSEPH T. RYERSON & SON, INC.  
LOS ANGELES, CA**

**AND**

**WAREHOUSE, PROCESSING AND DISTRIBUTION  
WORKERS' UNION, LOCAL NUMBER 26**

**AFFILIATED WITH**

**THE INTERNATIONAL LONGSHORE  
AND WAREHOUSE UNION**

**AUGUST 1, 2019**

**THROUGH**

**JULY 31, 2022**

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THIS AGREEMENT, effective August 1, 2019 by and between JOSEPH T. RYERSON AND SON, INCORPORATED, with respect only to its Los Angeles Plant, located at 4310 East Bandini Boulevard, Vernon, California, (hereinafter referred to as the "Company,") and WAREHOUSE, PROCESSING AND DISTRIBUTION WORKERS' UNION LOCAL 26, affiliated with THE INTERNATIONAL LONGSHORE AND WAREHOUSE UNION (hereinafter referred to as the "Union").

## **ARTICLE 1**

### **SCOPE AND INTENT OF AGREEMENT**

**Section 1.** This Agreement shall be applicable to all production, maintenance and warehouse employees at the Employer's plant at Vernon, California, including janitors, but excluding office, clerical, and professional employees, guards, and all supervisors as defined in the National Labor Relations Act, as amended.

**Section 2.** It is the intent of the parties to set forth the Agreement between them with respect to rates of pay, wages, hours of employment, and other conditions of employment to be observed by the parties covered by this Agreement. Further, to provide the procedure for the prompt and equitable adjustment of grievances arising under the terms of this Agreement, to the end that both parties are dedicated to maintain harmonious relations and uninterrupted production.

## **ARTICLE 2**

### **RECOGNITION**

**Section 1.** The Company recognizes the Union as the exclusive representative and agent of all the Company's employees, as defined in Article 1 above, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

**Section 2.** The Company recognizes and will not interfere with the right of its employees to become members of the Union and there shall be no discrimination, interference, restraint or coercion by the Company against any employee because of membership or non-membership in the Union.

**Section 3.** The Union agrees that neither it nor its officers, agents or members will intimidate or coerce employees into membership and will not solicit membership, collect dues, hold meetings, or carry on any Union activity on Company time or on the property of the Company, in any manner that interferes with the operations of the Company.

**Section 4.** It is the continuing policy of both the Company and the Union that there shall be no discrimination against any employee because of race, color, religious belief, sex, age, national origin, disability, marital status, union activity, veteran status and sexual orientation as well as other classes protected by law. The representatives of the Union and the Company in all steps of the grievance procedure and in all dealings between the parties shall comply with this provision. It is also the policy of the Company and the Union that all employees shall be provided a workplace free of harassment, including sexual harassment. Harassment, including sexual harassment shall be considered discrimination under this provision. In the event that any such substantiated discrimination should occur, the Company shall take progressive discipline as appropriate. Neither the Company nor the Union shall retaliate against the employee who complains in good faith of such discrimination, or who is witness to such discrimination.

Whenever a reference to male gender appears in this Agreement, it is understood that such language in nonrestrictive and is intended to include females.

**Section 5.** It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall on the 30<sup>th</sup> day following the effective date of this Agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall on the 30<sup>th</sup> day following the beginning of such employment become and remain members in good standing in the Union.

**Section 6.** The Company will check off monthly dues and initiation fees each as designated by the appropriate Union representatives, as membership dues in the Union on the basis of individually signed voluntary check off authorization cards in forms agreed to by the Company and the Union; attached hereto and made a part hereof as Appendix A.

Check off authorization cards will be submitted to the Company through the appropriate Union representatives at intervals no more frequent than once each month. On or before the last day of each month, the Union shall submit to the Company a summary list of cards transmitted in each month.

Deductions on the basis of authorization cards submitted to the Company shall commence with respect to dues for the month in which the Company receives such authorization cards or in which such card becomes effective, whichever is later.

Dues for a given month shall be deducted from the first pay closed and calculated in the succeeding month. However, dues will not be deducted for a given month if the employee involved has not worked at least five (5) days during the month for which the dues are being deducted. In cases of earnings insufficient to cover deduction of dues, a double deduction may be made from the first pay of the following month. The provisions of this Section 6 shall be effective in accordance and consistent with applicable provisions of Federal and State Law.

**Section 7.** The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of Section 6 above, or in reliance on any list, notice, or assignment furnished under any of such provisions.

### **ARTICLE 3**

#### **MANAGEMENT**

Except as otherwise provided in this Agreement, the management of the Company's Plant and the direction of its working forces, including, but not limited to, the right to establish new jobs, abolish or change existing jobs; increase or decrease the number of jobs; change materials, processes, products, equipment and operations; and the right to schedule and assign work, and work to be performed; hire employees, suspend, demote, discipline, or discharge for proper cause; and to transfer or lay off employees because of lack of work or other legitimate reasons; shall be vested exclusively in the Company.

## ARTICLE 4

### **HOURS OF WORK AND OVERTIME**

**Section 1.** This Article defines the normal hours of work for the purpose of computing overtime and shall not be construed as a guarantee of hours of work per day or per week or days of work per week.

**Section 2.** Eight (8) consecutive hours shall constitute a basic day's work and forty (40) hours in a calendar week shall constitute a basic week's work.

**Section 3.** The workweek starts at 12:01 a.m., Monday, and ends at 12:00 midnight, the following Sunday. The determination of the starting and quitting times of the daily and weekly work schedules shall be made by the Company and such schedules may be changed by the Company from time to time to suit the varying conditions of the business; provided, however, that indiscriminate changes shall not be made and provided further that changes in such schedules as are deemed necessary by the Company shall be made known to the individuals affected thereby as far in advance as is possible.

**Section 4.** Time and one-half (1½) the basic hourly wage rate shall be paid for all hours worked in excess of eight (8) hours in a day or in excess of forty (40) hours in a workweek.

Double time (2x) the basic hourly wage rate shall be paid for all hours worked in excess of twelve (12) hours in a workday.

**Section 5.** All work done in excess of the regular workday or regular workweek on any shift shall be paid for at the rate of one and one-half (1½) times the basic hourly wage rate. All work done on Saturday shall be paid for at the rate of one and one-half (1½) times the basic hourly wage rate, except that second and third shifts (if any) shall complete their fifth regular workday in their scheduled workweek on Saturday morning at straight-time rates. All work performed on Sunday shift shall be paid for at the rate of double (2x) time.

**Section 6. Assignment of Daily and Weekend Overtime.** Employees will be offered overtime only when deemed necessary by the Company. The sequence described will be followed until the proper numbers of employees who possess sufficient skills to perform the required work are available. Decisions relating to qualifications shall be at the discretion of the Company.

**A. Daily Overtime**

- (1) Employee within the bid job classification, who is performing such work during the shift.
- (2) To other employees in the bid classification according to shift seniority list.
- (3) To other employees outside of bid classification, according to seniority and qualifications to perform the work required as noted on Qualification List on same shift.
- (4) To other employees qualified to perform job from other shifts according to seniority.

In the event no employee accepts the overtime work offered in the sequence above, the least senior employee on the shift involved, qualified to efficiently perform the required work, shall be required to stay and complete the assigned work.

**B. Weekend Overtime**

- (1) The Company will fill open positions with the most senior employee qualified to perform the work efficiently without interruption to the operation.
- (2) Posting guidelines for supervisors:
  - Post by Thursday at noon. Employees may sign up to express their interest in possible weekend overtime before Friday at 7:00 a.m.
  - Employees will be advised shortly after Friday at 7:00 a.m. if they are scheduled for work.
  - For orders received after 7:00 a.m. on Friday or if posting or notice is late, the result shall be that, opportunity to work overtime will be extended to all employees for positions needed.

**C. The following guidelines and definitions of meanings will be used in the distribution of overtime.**

- (1) For the purposes of offering overtime, any person(s) temporarily assigned to perform work outside of their "normal work" will not be considered as "normally performing" the temporarily assigned work. Length of temporary assignment will have no bearing upon defining the "person who normally performs the work".

"A person who normally performs the work" is defined as the person in a bid classification who performs work on the particular job and/or equipment for which overtime work is available.

- (2) Employees in the New and Inexperienced, and General Warehouse, Classifications will not be offered overtime work until all regular employees on both shifts, in bid classifications, have been first offered the overtime work, in the manner outlined under this Article.
- (3) If the Company temporarily assigns individuals in the General Warehouse Classifications from the second shift to the first shift, such assignments shall be made based upon seniority of those individuals in the General Warehouse Classification.
- (4) When the Company has overtime available which requires bringing employees in early, the offer of such overtime will first be made to those with the earliest starting times. (For example, overtime scheduled to start at 11:30 a.m. will first be offered to employees with a regular starting time of 3:30 p.m.)

**Section 7.** Overtime payments and/or premium rates must not be duplicated for the same hours worked under any of the terms of this Agreement and, to the extent that hours are compensated for at overtime and/or premium rates paid under one provision, they shall not be counted as hours worked in determining overtime and/or premium rates under the same or any other provision.

**Section 8.** Employees who are regularly scheduled to work and who, in the absence of notice to the contrary, report for work at their regularly scheduled times; and employees who are notified to report and who report for work shall be paid a minimum of four (4) hours pay at their basic hourly wage rate. If the employee is absent, so that notice cannot be given him while at work, it shall be his duty to check his need for reporting as previously scheduled and should he report and no work be available, he shall not receive the four (4) hours pay. At the Company's discretion, the employees scheduled or notified to work are to be given either a minimum of four (4) hours of pay at the employee's basic hourly wage rate or an assignment of work.

Should an employee refuse such an assignment, he shall not receive the four (4) hours reporting pay. No obligations hereunder on the part of the Company shall prevail should inability to provide work due to a labor dispute, due to a power or equipment failure existing for more than four (4) hours, or due to any other cause or causes beyond Company control.

**Section 9. Employment of Part-Time Employees**

- A. When no regular seniority employees are on layoff, the Company has the right to employ part-time employees. Part-time employees will not be assigned to what would otherwise be overtime work for regular employees unless all regular employees have been first offered the overtime work.

Part-time employees will not be assigned more than twenty-five (25) hours per week, excluding any Saturday work. For the prime vacation period beginning the workweek preceding Easter Sunday through the week of Labor Day; however, part-time employees will not be subject to the hours of work restriction. Part-time employee assignments will be limited to the duties of a General Warehouseperson and putting away stock.

During the period of Labor Day through Easter, the Company may use part-time employees up to forty (40) hours per week to replace employees on medical leave, lost-time accidents, or vacation, all other provisions of this Agreement relating to part-time employees shall remain in effect.

- B. In the event of a layoff, all part-time employees will be laid off before any full-time employees with seniority status.
- C. Part-time employees shall not exceed ten (10) percent of the full-time employees with seniority and shall be subject to the Union Security Article.
- D. Part-time employees shall be paid the contract's scale wage rates.
- E. **Holidays.** Part-time employees shall be entitled to four (4) hours pay for each holiday not scheduled for work after forty-five (45) working days' employment. Provided, part-time employees scheduled more than twenty-five (25) hours during the week(s) in which the holiday occurs shall be entitled to eight (8) hours holiday pay. Part-time employees will not be offered Holiday work unless all full-time employees have first been offered work. If a Holiday is worked, the part-time employee will be provided the same premium pay for hours worked as a full-time employee.

Part-time employees shall be entitled to eight (8) hours pay for each Holiday observed between Easter Sunday and through the week of Labor Day.

- F. **Vacations.** Part-time employees will be entitled to a one-week vacation to be taken outside of the Easter to Labor Day period. Vacation pay will be provided on the basis of the average hours worked during the anniversary year of employment for the first vacation, thereafter, on the average number of hours worked during the preceding calendar year, but not less than twenty-five (25) hours vacation pay per week. The rate to be used shall be the current base rate being paid the part-time employee, including any appropriate shift differential for those who have worked such shifts in each of the four completed calendar weeks preceding the week the vacation is to be taken.
  
- G. **Seniority.** Part-time employees will be carried on a separate seniority list, copy and updates provided to the Union; and in the event a part-time employee is converted to full-time employee status, each day of part-time service shall be considered as one-half (½) day of full-time service for determining eligibility for benefit program participation. Therefore, such an employee will have an artificial seniority date which will now become his benefits service date for full-time employee entitlement. Benefit programs coverage will be extended to such converted employees not earlier than the actual date of conversion to full-time status. The seniority date for such an employee will be as of the date the conversion to full-time status is made.
  
- H. **Conversion To Full-Time Status.** The Company agrees to give priority consideration for full-time jobs to part-time employees before hiring from the outside. The Company will not be obligated to convert part-time employees to full-time status before hiring from the outside, but in the event a part-time employee is by-passed, the Plant Operations Manager will explain the reason(s) for the decision to the part-time employee(s) involved and to the Union.

**ARTICLE 5**

**HOLIDAYS**

**Section 1. Recognized Holidays.** For the purpose of this Agreement, the following shall be recognized as holidays:

- |                  |                            |
|------------------|----------------------------|
| New Year's Day   | Day After Thanksgiving Day |
| Memorial Day     | Christmas Eve Day          |
| Independence Day | Christmas Day              |
| Labor Day        | New Year's Eve Day         |
| Thanksgiving Day |                            |

In addition to the above, employees will be eligible to receive two (2) personal days each calendar year. The new holiday schedule becomes effective January 1, 2017. Personal days shall be scheduled the same as vacation days.

With respect to any of the holidays listed in this Agreement which may, by virtue of controlling legislation be celebrated on Monday, this Agreement will be changed automatically to permit such Monday observance, coincident with the dates specified in such legislation.

The Company has the option of recognizing Saturday holidays on Friday; however, if this option is exercised, all hours worked on Friday shall be paid at the holiday rate as provided under Section 6 of this Article.

Should any of the foregoing holidays occur on Sunday, the following Monday instead of such Sunday shall be recognized and observed as the holiday in question.

**Section 2. Holiday Pay Rates.** Eligible employees shall be paid eight (8) hours holiday pay at their basic hourly wage rate applicable pursuant to Article 6, Wages, and as hereinafter provided, for each of the recognized holidays (listed in Section 1 above) not worked occurring or observed on Monday through Saturday inclusive.

Employees whose shift begins the day preceding a holiday and extends into the holiday shall be paid at the rate of pay in effect at the start of the shift and overtime worked shall be paid at double-time (2x) that rate.

**Section 3. Holiday Eligibility.** An employee, to be eligible for holiday pay, must have (1) completed his probationary period as defined in Article 12, Section 4, hereof; (2) performed work or be on vacation in the payroll period in which the holiday is observed; or if he is laid off for such payroll period, performs work or is on vacation in both the payroll period preceding and the payroll period following the payroll period in which the holiday occurs; and (3) worked as assigned on the last scheduled workday immediately preceding and on the first scheduled workday immediately following the holiday, unless his absence on such scheduled workday immediately preceding or following the holiday is caused by jury duty, call of draft board, death in immediate family (mother, father, spouse, child, brother, sister, natural grandparent, mother/father-in-law), illness, an accident occurring on the job or because of similar good cause, which shall be approved by the Company. In accepting or denying claimed "similar good cause" the Company shall consider all the facts and circumstances pertaining to such claim.

**Section 4. Holidays During a Vacation.** Where a holiday falls during an employee's vacation, an extra day's pay will be provided for each such holiday, or, the employee may opt for a future personal holiday to be selected before the vacation week and approved by the Company.

**Section 5. Work on a Holiday.** In the event that the Company determines it necessary to schedule an employee to work on a holiday and such employee fails to report to work on said holiday, he shall not be paid any allowance for such holiday unless his absence shall have been for a justifiable reason authorized or approved by the Company; such as, jury service, call of draft board, death in immediate family (mother, father, spouse, child, brother, sister, natural grandparent, mother/father-in-law), illness or accident occurring on the job.

**Section 6. Holiday Pay.** Employees working any of the recognized holidays (listed in Section 1 above) shall be paid for the holiday as provided in Section 2 above and shall be paid additionally at two (2x) times their basic hourly wage rate for the time worked on the holiday.

## **ARTICLE 6**

### **WAGES**

**Section 1. Job Descriptions.** Each employee shall be classified in accordance with one of the classifications set forth in Appendix B of this Agreement which covers the class of work in which the employee is normally employed by the Company.

**Section 2. Wage Rates and Classifications; New Classifications.** The basic hourly wage rates for the respective job classifications and the effective dates thereof shall be those set forth in Appendix C of this Agreement. In the event that new job classifications are created due to the installation of new equipment, the job opening shall be posted for bidding and the Union

shall be notified of it within thirty (30) days. If the new rates of pay have not been satisfactorily negotiated within fifteen (15) working days of such notice, the matter shall be submitted to the grievance procedure and arbitration. This shall not prevent the placing of a temporary employee in any new classification created, and an employee so placed (or an employee bidding on that job) shall be entitled to retroactive pay from the date of which he was placed in such new classification or temporary rating.

**Section 3. Temporary Transfers.** The Company shall not make unnecessary or arbitrary temporary job transfers. When temporary job transfers are required they will be made to serve the efficient performance of the work and made in such a manner as to adversely affect the least number of employees.

Employees assigned temporarily to work in a lower job classification shall continue to receive their regular hourly rate. Employees assigned temporarily to work in a higher job classification shall receive not less than the rate of pay for such higher classification for all time worked in such classification on that day.

When an employee is temporarily or permanently assigned to a higher job and is not fully qualified to perform all aspects of such job, he shall receive an intermediate rate, which rate shall be equivalent to the average between his existing permanent rate and the higher rate to which he is assigned. An employee who is permanently assigned to a higher-rated job and is fully qualified to perform all aspects of such job shall receive not less than the rate of such classification. An employee who is temporarily assigned to a higher rated job and is fully qualified to perform all aspects of such job shall receive not less than the rate of such classification. It is understood that the above provisions do not apply to Helpers who may perform some or all of the duties set forth in the General Warehouseperson's classification.

Employees assigned permanently to a lower job classification, because of demotion, force reductions or discontinuance of operations, shall receive not less than the rate of such job classification.

Temporary transfers will be limited to sixty (60) calendar days. This time limit may be extended with the approval of the chief steward. A bid notice for the job will be posted on the 60<sup>th</sup> day. In every case of bids, the bid should be awarded and implemented within five (5) days. The company shall train the successful bidder as needed. The successful bidder shall be entitled to the overtime in the job he bid into and on a temporary basis, relinquishes the overtime in his permanent classification until he returns to that classification.

If there are no bidders, the employee with the least seniority will be required to take the job and be trained.

**Section 4. Bargaining Unit Work.** Production, maintenance and warehouse work normally performed exclusively by members of the bargaining unit shall not be performed by supervisors or other Company employees excluded from the bargaining unit.

However, duties which are incidental to the supervisor's function may be performed in cases of emergency, training, demonstrating or where negligible in amount. It is understood that the Union is entitled to seek an economic remedy through the grievance procedure for violations of this Section.

**Section 5. Application of Shift Differential.** For the purpose of applying shift differential only:

- A. The first shift is defined as any shift which starts at 6:00 a.m. or later, but not later than 10:00 a.m.
- B. The second shift is defined as any shift that starts at 12:00 noon or later, but not later than 5:00 p.m.
- C. The third shift is defined as any shift that starts at 10:00 p.m. or later, but not later than 1:00 a.m.

An irregular shift is defined as any shift for which the starting time does not fall within the limitations described above.

**Section 6. Shift Premiums.**

- A. Production and maintenance employees who work on the second shift shall be paid a shift differential premium of thirty-five cents (35¢) per hour for all hours worked on the second shift.
- B. Production and maintenance employees who work on the third shift shall be paid a shift differential premium of forty-five cents (45¢) per hour for all hours worked on the third shift.
- C. Production and maintenance employees who work on an irregular shift shall be paid no shift differential premium for hours worked between 8:00 a.m. and 4:00 p.m.; but second shift differential premium shall be paid for hours worked between 4:00 p.m. and 12:00 midnight, and third shift differential premium shall be paid for all hours worked between 12:00 midnight and 8:00 a.m.

**Section 7. Physical Examinations.** It is understood that for the duration of the Collective Bargaining Agreement when an employee is required by the Company to undergo a physical examination before returning to work after an illness, accident or similar circumstances, the Company shall pay for all time lost that the employee would have otherwise worked on his regular schedule had he not been required to be examined by the Company's physician.

**ARTICLE 7**

**VACATIONS**

**Section 1.** The vacation plan, set forth in this Article 7, shall govern vacations for the life of this Agreement.

**Section 2. Eligibility Requirements.**

- A. **For One Week of Vacation.** Employees who have one (1) year, but less than two (2) years of continuous service as of December 31 of any year covered by this Plan, will be granted one (1) week of vacation with pay provided not more than thirty (30) days of employment have been lost in the year preceding the employee's anniversary date.
- B. **For Two Weeks' Vacation.** Employees who have completed two (2) years, but less than six (6) years of continuous service as of December 31 of any year covered by this Plan, will be granted two (2) weeks' vacation with pay, provided not more than ninety

(90) days of employment have been lost in the calendar year preceding the vacation year.

- C. **For Three Weeks' Vacation.** Employees who have completed six (6) years but less than fifteen (15) years of continuous service as of December 31 of any subsequent year covered by this Plan, will be granted three (3) weeks' vacation with pay, provided not more than one hundred twenty (120) days of employment have been lost in the calendar year preceding the vacation year.
- D. **For Four Weeks' Vacation.** Employees who have completed fifteen (15) years but less than twenty (20) years of continuous service as of December 31 of any subsequent year covered by this Agreement will be granted four (4) weeks' vacation with pay.
- E. **For Five Weeks' Vacation.** Employees who have completed twenty (20) years or more of continuous service as of December 31 of any subsequent year covered by this Agreement will be granted five (5) weeks' vacation with pay.
- F. An employee completing his first, second, sixth, fifteenth or twentieth year of continuous service after December 31 of the preceding calendar year, but prior to December 31 of the current vacation year, is eligible for the increase in vacation or vacation pay on or after his anniversary date of employment as provided in Section 2, Sub-sections A, B, C, D, and E above.
- G. Time worked during prior employment of employees dropped from the payroll in accordance with Article 12, Section 5, and later rehired, will not be used to compute continuous service.
- H. If during the vacation year (defined in Section 3 of this Article 7) lack of work necessitates the layoff of an employee eligible for vacation before such employee has had his vacation, then such employee will be entitled to vacation pay.
- I. All vacations are based on continuing employment and the time for taking vacations must be satisfactory to the Company.
- J. Time lost because of sickness or accident will not be considered as time lost in determining vacation eligibility, providing the employee reports back to work when physically able.
- K. In determining the vacation eligibility of employees, time spent on jury service will not be considered as time lost.
- L. An otherwise eligible employee who has not performed work during the year in which the vacation is to be taken, or is not expected to do so, shall be provided pro-rata vacation pay equal to one-twelfth (1/12) of regular pay for each month of service completed in the preceding calendar year.

The eligibility standards, as stated under Paragraphs A, B, C, D and E of this Section, shall likewise be prorated on the basis of completed months of service during the preceding calendar year.

**Section 3. Vacation Year.** The period for taking vacations shall be between January 1 and December 31 of the year, unless otherwise arranged with the Company.

**Section 4. Vacation Pay.**

- A. **Rate.** The rate to be used shall be the employee's current straight time hourly base rate including the appropriate shift differential if applicable.
- B. **Hours.** Hours of vacation pay for each vacation week shall be the average hours per week worked by the employee in the prior calendar year. Any weeks not having thirty-two (32) hours of actual work shall be excluded from the calculation. Average hours per week worked shall be computed by:
  - (1) Totaling the following hours in payroll weeks with thirty-two (32) or more hours of actual work:
    - a. hours worked
    - b. hours paid for unworked holiday or vacation hours falling in such week
    - c. hours paid for funeral leave
    - d. hours paid for jury service, and
  - (2) Dividing such hours by the number of such weeks in which thirty-two (32) or more hours were worked.

The minimum number of hours paid for each week of vacation shall be forty (40).

- C. **Time of Pay.** An employee taking a vacation will be paid on regular paydays.

**Section 5. Length of Service.** Vacations will, insofar as possible, be granted at times most desired by employees, but the Company will determine the time of vacation for each employee and will be governed in making up vacation schedules by the following factors:

- A. The time of the vacation for each individual will be arranged so as to cause the least possible interference with the business.
- B. Other things being equal, the employee with the longest service record shall have priority of choice.
- C. Once the vacation schedule is posted there will be no changes made without the specific approval of all employees involved and the Company.

**ARTICLE 8**

**INSURANCE AND PENSION**

**Section 1. Program of Insurance Benefits.**

Effective **January 1, 2018** employees covered by this Labor Agreement, who are eligible, may participate in the Ryerson Comprehensive Health Care Plans (medical, dental and vision). It is agreed that the Employer reserves the right to modify the benefits plan to bring such plans into conformity with the benefit plans established for its salaried and other non-bargaining unit employees.

Effective **January 1, 2019** and going forward bargaining unit employees will have the same contribution to the cost of obtaining **dental and vision** insurance benefits as its salaried and other non-bargaining unit employees.

Effective **January 1, 2020** bargaining unit employees will be required to contribute not more than **twenty percent (20%)** of the total **medical** premium for medical coverage.

Employees covered by this Labor Agreement who were hired before **January 1, 2015** and retire on or after **January 1, 2015** with an immediately payable pension, other than a deferred vested pension, are eligible for the retiree Comprehensive Health Care Plan (CHCP) as described in the Program of Insurance Benefits (PIB). It is agreed that the Employer reserves the right to modify the retiree health care plan to bring such plan into conformity with the retiree Comprehensive Health Care Plan for its salaried and other non-bargaining unit employees.

**Section 2. Pension Plan.** The Company will provide for the employees covered by this Agreement the Pension Program in effect on the effective date of this Agreement. Such benefits shall be continued in effect for the full term of this Agreement and shall be modified in accordance with any mandatory statutory changes during its term. A Pension Agreement will also be incorporated into, and considered as a part of, this Agreement and will be distributed to all employees upon completion of at least five years of vested service under the Plan.

The monthly benefit factor is \$39.50.

Employees retiring during the life of this Agreement will have their pension recalculated effective with the improved benefit factors awarded during the term of this Agreement.

The Company agrees there will be no loss of earned Pension Benefits for the employee-members covered by this Agreement.

Benefit Accrual Service for employees covered by this Labor Agreement will freeze as of **March 31, 2013**. The years of service earned after March 31, 2013 will not be used in determining an employee's accrued benefit. Employees covered by this Labor Agreement are eligible to continue to accrue Vesting Service.

Employees hired or rehired after **April 1, 2013** are not eligible for the pension plan.

Effective **April 1, 2013** employees covered by this Labor Agreement may participate in the Ryerson Combined Retirement Plan. The Company reserves the right to amend the Ryerson Combined Retirement Plan (401k) to bring such plan into conformity with the Retirement Savings Plan (401k) established for the Ryerson salaried and non-bargaining unit personnel (including plan design and Company matching contribution). The salaried and non-bargaining unit plan provides for employee deferral and company matching contributions calculations on base pay only.

The current Company matching contributions are as follows:

<u>Employee Contribution</u>	<u>Company Match</u>
1% - 4%	100%
5% - 6%	50%

## ARTICLE 9

### **SICK LEAVE PLAN**

**Section 1.** Employees covered by the Agreement who are absent from scheduled or assigned work because of illness or accident shall be entitled to Sick Leave with pay as follows:

- A. Employees completing their first anniversary year of employment will be entitled to receive six (6) days Sick Leave following completion of the first year of employment.

The first Cash Settlement will be paid the next succeeding December and will be reduced by any Sick Leave paid from the first of that month to December 1st.

- B. Each employee who has completed one (1) year of service but less than five (5) years, shall be entitled to six (6) days (forty-eight [48] straight-time hours) regular pay during the Sick Leave Year (December 1 through November 30).

- C. Each employee who has completed five (5) years of service as of December 1 of the previous calendar year shall be entitled to seven (7) days (fifty-six [56] straight-time hours) regular pay during the next following Sick Leave year.

**Section 2.** Sick Leave pay shall be paid from the first day's absence. A doctor's note shall be provided for an illness of three (3) or more consecutive work days.

**Section 3.** The unused portion of the Sick Leave shall be converted to a Cash Settlement, not later than the second pay day after December 1 of each year on the basis of the eligibility and amounts provided under Section 1, Paragraphs A, B, and C of this Article. There shall be no accumulation of Sick Leave benefits from one year to the next.

**Section 4.** For any otherwise compensable disability under this Article, an employee has the option of receiving Sick Leave pay at the time of the disability or waiving such right in order to defer compensation until the December Cash Settlement. This right of option shall apply whether the employee is entitled to California Disability Benefits or not.

**Section 5.** In the event of an eligible employee's death, the unused Sick Leave pay shall be provided to the designated beneficiary, prorated on the basis of completed months of service since the preceding December 1.

In the event of an eligible employee's resignation the unused Sick Leave pay shall likewise be provided pro-rata on the basis of completed months of service, since the preceding December 1.

In the event of an eligible employee's pensioned retirement any unused Sick Leave Pay shall be provided at the time of retirement as if the employee had worked until the next succeeding December 1st.

**Section 6.** An employee absent for five (5) consecutive working days due to any physical disability must secure a medical release to return to work.

An employee absent from work, whether compensated under this Article or not, must report such absence to the Company or be subject to the provisions of Article 12, Section 5 of this Agreement.

## **ARTICLE 10**

### **BEREAVEMENT LEAVE**

When a death occurs in an employee's immediate family (i.e., the employee's legal spouse, mother, father, natural grandparent, mother-in-law, father-in-law, son, daughter, brother or sister), any employee, who has completed thirty (30) calendar days of employment, upon request, will be excused for up to three (3) consecutive scheduled days which include the day of the funeral (or for such fewer days as the employee may be absent). The employee shall receive pay for any such excused scheduled shift provided it is established that he attended the funeral. Payment shall consist of eight (8) hours pay at the employee's regular straight-time hourly rate for each shift excused. An employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason. Time thus paid will not be counted as hours worked for purposes of determining overtime or premium pay liability.

An employee attending an out-of-state funeral for a covered immediate family member under this provision will be eligible for two (2) additional paid bereavement days.

In the event of the death of an employee's current stepparents, stepchildren, and/or stepbrothers/sisters, an employee, upon request, will be excused from work only for the day of the funeral if the employee would have otherwise been scheduled to work. The same qualifications and standards applied to the receipt of Funeral Leave Pay for the death of a member of the immediate family, as described above, shall govern.

## **ARTICLE 11**

### **LEAVES OF ABSENCE**

**Section 1. Personal Leave.** Employees on written application setting forth a justifiable reason may be granted a leave of absence by the Company without pay for a period not to exceed thirty (30) days. The Company may extend such leave of absence for good and sufficient reason. It is understood that leaves of absence will not be granted for the purpose of taking employment elsewhere and an employee who engages in gainful employment elsewhere during a leave of absence shall be terminated.

**Section 2. Union Activity Leave.** Upon a joint Union-Employee request, the Company may grant the employee a leave, not to exceed thirty (30) calendar days, to attend a Union convention or conference where the employee will act in an official capacity. No employee shall be granted a leave under this Section for an accumulated period in excess of thirty (30) calendar days in any one (1) calendar year, nor any more than one (1) employee may be on leave under this Section at any one (1) time.

An employee may be excused from work for a period of one (1) week or less upon the Union's providing five working days advance notice.

Further, the Company agrees to grant an employee a leave of absence to serve an initial term as an elected Union Official for a period of three (3) years which shall be renewed upon subsequent request. No more than one (1) employee may be on such leave at any one (1) time.

**Section 3. Jury Duty.** A regular employee called for jury service shall be excused from work for a maximum of ten (10) working days for any single call for service. The employee will be

entitled to eight (8) straight-time hours pay at the basic hourly wage rate for each day of work lost, to the ten (10) day maximum, which will not be offset by payments received from the court served.

Further, as a condition of payment for jury service pay, a day shift employee excused from service prior to 12:00 noon on any such day will be required to return to complete the scheduled shift of work.

A night shift employee excused from service prior to noon shall complete the first four (4) hours of work and be excused with pay for the balance of the four (4) hours work.

## **ARTICLE 12**

### **SENIORITY**

**Section 1.** Seniority is defined as an employee's length of continuous service in the Los Angeles Plant of the Company from the date of his or her last employment, and an employee's length of service shall be recognized in proportionate job security and opportunity for promotion consistent with the terms of this Agreement.

The Company will provide the Union an updated master Seniority List at least every three (3) months or more often as required. The Seniority List will show the employee names in the order of plant seniority including job classification, hourly wage rate and last date of hire.

**Section 2.** Subject to his relative ability and physical fitness enabling him to perform efficiently the work available, the employee with the greatest seniority shall be given preference with respect to promotional opportunity for positions within the bargaining unit, job security upon a decrease of forces, and preference upon reinstatement after layoff. It is understood that, where other qualifications are relatively equal, seniority shall govern.

In evaluating an employee's relative ability to perform efficiently the work available, the Company shall select the employee, but this shall not prevent the filing of a grievance by an employee, or by the Union on behalf of an employee, alleging the proper selection was not made under the provisions of this Section.

An employee permanently promoted to a higher classification shall receive a fair trial and training period which will begin not later than the thirty-first (31<sup>st</sup>) calendar day after the job is awarded or the employee will receive an intermediate rate as of the thirty-first (31<sup>st</sup>) day. Such intermediate rate will be the average difference between the employee's current rate and the rate of the job awarded. The length of this period will be based upon the complexity of the position involved and the progress demonstrated by the employee in developing the skills required.

### **Section 3.**

- A. When a permanent vacancy in any job classification in the bargaining unit may occur, it shall be filled in accordance with the provisions of Section 2 within fifteen (15) days.
- B. The Company shall post a notice of such permanent job opening for a period of three (3) regular workdays and the employees who file written application within such period shall be considered for the permanent job opening in accordance with the provisions of Section 2. During the posting period and for not more than ten (10) regular working days

thereafter, the Company may fill such permanent vacancy with any available employee. If no employee bids for the job or if no employee applying for the job is qualified to perform the work, the Company may fill the job opening from other employees or from a new employee.

An employee shall be entitled to bid laterally or downward once every six (6) months. This provision will be waived in the event of a bona fide physical disability or the creation of a new job. Nothing contained in this paragraph shall preclude any employee from bidding into a higher classification except that successful bidders into the Slitter Operator, Cut-to-Length Line Operator, Burner Class A, Precision Saw Operator, Kasto Operator and Loader position shall be entitled to bid only after one (1) year.

- C. A successful job bidder may return to his former job during the first week on the new job without penalty, provided, such individual has not been formerly classified in the new bid job.
- D. An employee expecting to be absent from work for at least one (1) week may request of the Company, in writing, to be considered as having bid specific job(s) that may be posted in his absence.

Such advance bid shall expire after a period of thirty (30) consecutive calendar days. The bid will only be made on a copy of the form entitled Absentee Bid Form available in the office of the Plant Operations Manager.

**Section 4.** New employees of the Company shall be considered probationary employees for the first forty-five (45) working days of their employment, subject to extension for an additional period of fifteen (15) working days upon request of the Company. After completion of this probationary period, the employee's seniority shall date from his hiring date. During this period of probationary employment, such employees may be discharged as solely determined by the Company.

**Section 5.** An employee's seniority and his employment relationship will terminate subject to the provisions of Article 16 when:

- A. He quits, retires or is discharged for proper cause;
- B. He fails to report within five (5) working days after notice to report for work after layoff. Notice to report back to work shall consist of registered mail or overnight mail service to the last known address on file with the Company.
- C. He is absent for three (3) working days without notifying the Company, or, upon calling, fails to provide an acceptable excuse for the three (3) day absence.
- D. He is absent for one (1) year due to layoff.
- E. He fails to comply with Section 6 below.

**Section 6.** If an employee is absent because of physical disability he shall continue to accumulate continuous service during such absence for a period of two (2) years, and he shall retain his accumulated continuous service for an additional period equal to the lesser of, a) three (3) years, or b) the excess over two (2) years, if any, of his length of continuous service at commencement of such absence; provided, however, that in order to avoid a break in service at

the end of an absence of two (2) years, the employee must give the Company written notice during the twenty-fourth (24th), thirty-sixth (36th) and forty-eighth (48th) months following the commencement of such absence that he intends to return to employment upon receiving a medical release. In addition, employees absent because of disability must provide medical verification with each doctor's visit, but not less frequently than every three (3) months during the first twenty-four (24) months and every six (6) months thereafter.

### **Section 7.**

- A. When a lack of work results in regular employees being subject to layoff, such layoffs shall only take effect as of the end of a regular workweek.
- B. The preceding Paragraph A will be waived with respect to temporary layoffs due to lack of work because of breakdown of equipment, floods, fires or Acts of God.

In the event of temporary layoffs, senior employees so affected shall be assigned to those jobs occupied by employees in the Helper and General Warehouseperson classifications, subject to the provisions of Section 2 of this Article. Such assignment shall be made at the beginning of the shift following management's determination that such temporary layoffs are necessary. It is understood that employees who are temporarily laid off after their shift has begun shall not be allowed to exercise their seniority until the start of their next regularly scheduled work day in order to preserve the orderly operation of the business. It is further understood that senior employees who replace employees in lower classifications under the provisions of this paragraph shall continue to receive their regular rate of pay. The Company will observe the provisions of Article 4, Section 9, in the application of the provisions of this paragraph.

- C. Union Stewards during their tenure in office will have "Super-Seniority" rights on their respective shift in event of a layoff. This privilege is limited to one (1) Chief, one (1) Day and one (1) Night Shift Steward. A Steward employed "out of" seniority must be capable of performing a job that is being retained even if it should require the displacement of an employee other than the junior employee on the shift involved.
- D. Nothing in this Section shall be construed to prevent the Company from exercising the provisions of Article 6, Section 3, in the case of a permanent layoff.

**Section 8.** When an employee covered by this Agreement accepts another position with the Company outside of the Bargaining Unit and returns to the Bargaining Unit, he will retain his original seniority date, less the time spent out of the Bargaining Unit for all purposes under this Agreement.

## **ARTICLE 13**

### **INTRODUCTION OF NEW TECHNOLOGICAL EQUIPMENT**

In the event the Company introduces new equipment or processing technology to its facility during the term of this Agreement requiring job capabilities not then available with the existing work force, the following procedure will be utilized:

- A. The Company will notify the plant employees and the Union of the anticipated type and nature of the equipment within thirty (30) days after it has been ordered from the manufacturer and thereafter post the job(s) anticipated that will require training and development.

- B. The Company may bring other employees from within the organization to train, may send covered employee(s) to another Company location for training, or may utilize the resources of the manufacturer or other non-employee representative to assist in the training.

## ARTICLE 14

### GRIEVANCE PROCEDURE

#### Section 1.

- A. Should grievances arise between the Company and the Union, or its members employed by the Company, as to the meaning or applications of the provisions of this Agreement, such matters shall be settled promptly in the following manner.

Grievances must be initiated within five (5) working days after the occurrence of the event on which the grievance is based or within five (5) working days after the aggrieved should have known of such event. Steward investigation or discussion of potential or actual grievances with the grievant(s) cannot be performed on Company time.

However, any employee who believes he is subject to disciplinary action or has a dispute that has not yet been reduced to a written grievance shall not be denied the timely presence of a Steward, upon request, in order to resolve the points of difference as early in the grievance procedure as possible.

**FIRST:** The aggrieved employee(s) alone or with the Chief Shop Steward, as the aggrieved may elect, shall first discuss his/her grievance or complaint with his/her foreman. The foreman shall answer promptly, not later than two (2) working days from the date of the discussion.

**SECOND:** Grievances not satisfactorily adjusted in Step One may be presented to the Plant Operations Manager in writing, within three (3) working days after receipt of the Foreman's answer, dated and signed by the employee and a Shop Steward; briefly stating the alleged grievance of the specific Article of the Section of which violation is alleged and the relief sought by the aggrieved. The Chief Shop Steward and such Steward or stewards not to exceed two (2) as the Union deems desirable, and the aggrieved employee, if the employee so requests, will meet with the Plant Operations Manager within three (3) working days, excluding Saturday, Sunday and holidays, from the presentation of the written grievance, and fully discuss the grievance. Following such discussion, the Plant Operations Manager shall submit his answer to the grievance in writing within five (5) working days to the Chief Shop Steward, employee and signatory steward.

If a grievance of an emergency character arises between scheduled meetings, a special meeting shall be held within twenty-four (24) hours of the filing of the grievance. An emergency in this connection shall be defined as a matter which involves the physical health or safety of the employee, or which may cause irreparable harm to the employee.

**THIRD:** Written grievances not satisfactorily adjusted by the Plant Operations Manager of the plant may be presented to the General Manager within three (3) working days after receipt of the Plant Operations Manager's answer. The Chief Shop Steward and such steward or stewards not to exceed two (2) as the Union deems desirable, and the

aggrieved employee, if the employee so requests, will meet with the General Manager and fully discuss the grievance as soon as reasonably possible but not later than fifteen (15) calendar days from the date the grievance is presented. Following such discussion, the General Manager shall submit his answer to the grievance in writing within five (5) working days to the Chief Shop Steward and the Local Union representative. At this step, the Union may request an officer of the Local Union to be present.

In the event the Union requests an officer of the Local Union to be present to meet and discuss a grievance(s) with the General Manager, a maximum period of thirty (30) minutes of Company time shall be allowed for a preparation meeting between the Shop Steward, the aggrieved and the Union officer in order to facilitate the Union's presentation of its position.

**FOURTH:** Should satisfactory adjustment not then be reached, the Chief Steward or Local Union representative shall appeal the grievance to the Fourth Step in writing to the General Manager within ten (10) working days after receipt of the General Manager's answer. The written grievance shall be presented at a meeting between the representatives of the Union and representatives of the Company's Human Resources Department and/or its designee as soon as reasonably possible but not later than fifteen (15) calendar days from the date the grievance is appealed to this step. Written answers shall be similarly given to the Local Union representative, Chief Steward and steward initiating the grievance following investigation, within five (5) working days of such meeting.

If a meeting between the parties at this level is not practical, the Union Committee and Company representatives will discuss the dispute by telephone and the Company agrees to submit a written answer to the Union within five (5) working days of the discussion.

**FIFTH:** Except for grievances as to which the foregoing shall be final, grievances which have not been specifically settled in the foregoing steps may be referred to an impartial arbitrator to be selected by the parties hereto. Appeal of a grievance to arbitration shall be submitted in writing by the Local Union's representative to the General Manager and be made no later than ten (10) calendar days after the date of the Company's FOURTH Step written reply to the Union. Within five (5) working days, excluding Saturday, Sunday and holidays, after the Union notifies the Company in writing of its desire to submit the matter to arbitration, the parties shall attempt to mutually agree upon an impartial arbitrator and the matter shall be heard and decided at the earliest convenient date. In the event the parties are unable to agree on an impartial arbitrator within ten (10) working days of the date of receipt of the written request for arbitration, the parties shall request the Federal Mediation and Conciliation Service (FMCS) to furnish a list of seven (7) impartial arbitrators. The Union shall strike three (3) of the names, where upon the Company shall immediately strike three (3) names, and the remaining individual not stricken shall be the arbitrator.

A decision reached by the impartial arbitrator shall be final and binding on all parties to this Agreement. Said impartial arbitrator shall not have the power to alter, change, or modify this Agreement in any manner whatsoever or add any provision thereto. The arbitration provisions set forth herein shall not apply to the determination of wages, wage rates, or job classifications, as set forth in this Agreement, except grievances alleging improper classification of new or changed duties performed by an employee. Grievance or arbitration settlements involving retroactivity shall be made effective as of the date

mutually agreed upon by the parties or as determined by the arbitrator, but in no event shall such date be earlier than the date of the grievance, or the date of the 1st Step grievance meeting. The expenses and fees of the impartial arbitrator shall be paid equally by the Company and the Union.

- B. The Company shall not cite or rely upon disciplinary written warnings or suspensions after twelve (12) months have expired since issued.
- C. Each of the above steps shall be followed in the order mentioned.
- D. Referral of grievances from one step to the next higher step shall be made not later than three (3) working days after the receipt by the Union of the Company's answer in each case.
- E. The limitations herein may be extended at any step by mutual agreement in writing of the representatives involved in such next preceding step. Likewise, by mutual agreement of the parties any of the above grievance steps may be waived.
- F. If a grievance is not referred or appealed to the next step within the specified time limit, it shall be considered settled on the basis of the Company's or Union's last answer.
- G. Should there be a violation of Article 15, there shall be no discussion or negotiation regarding the grievance or grievances during the existence of such violation or before normal work has been resumed, and the Company shall be entitled to discharge or otherwise discipline any employee who violates the provisions of this Section.
- H. Any changes in wages, hours or working conditions shall be subject to the grievance procedure. Only one matter shall be covered in one written grievance. Written grievances shall be dated and signed preferably by the aggrieved employee, or a Shop Steward, contain a clear and concise statement of the alleged grievance, the issue involved and relief sought, and shall in each instance state the specific Article or Articles of the Agreement of which a violation is claimed. A grievance which does not satisfy these requirements shall be returned to the grievant who shall be entitled to re-file within seven (7) days from the date the grievance is returned, to bring it into conformity with this paragraph.

**Section 2.** An authorized representative of the Union shall be permitted to visit the Plant of the Company during working hours to investigate any matter covered by this Agreement, but he shall in no way interfere with the progress of work. Before entering the Plant, the Union representative will first notify the Plant Operations Manager or supervisor on duty.

**Section 3.** The Union shall designate in writing to the Company the name of the steward(s) elected or appointed to represent the employees. Unless otherwise mutually agreed upon by the parties, in addition to the Chief Shop Steward, no more than two (2) stewards per shift will be elected or appointed.

**Section 4.** It is understood that a Shop Steward and the grievant, subject to the requirements of the business and the permission of his foreman, will be afforded such time off, without loss of pay, as may be required for his attendance at meetings with the Company for the purpose of adjusting and settling grievances of employees in the area which he represents. Permission to report off for the above purposes shall not be unreasonably requested and shall not be unreasonably withheld. In such instances where a Shop Steward(s) is asked to meet with the

Company for reasons other than the routine processing of grievances as set forth in other sections of this Article such employee will not suffer any loss of earnings.

## **ARTICLE 15**

### **NO STRIKE - NO LOCKOUT**

**Section 1.** The Union agrees that it will not authorize, instigate, aid, condone or ratify any strike, work stoppage, slowdown, or other interruption or impeding of normal production.

**Section 2.** No employee shall cause or participate in causing or take part in any strike, work stoppage, slowdown, or in any other interruption or impeding of normal production. There shall be no lockout of employees by the Company.

**Section 3.** The Company shall be entitled to discharge or otherwise discipline any employee who violates the provisions of Section 2, whether or not Section 1 has also been violated. Such discipline may include the loss of one day of vacation for each day that an employee is engaged in such unauthorized interruption or impeding of work, work stoppage, strike, slowdown, sit-down, or stay-in strike or similar curtailment or interference with the operations of the Company.

**Section 4.** In the event of an unauthorized strike, work stoppage, slowdown or any other interruption or impeding of normal production, the Union agrees to take affirmative steps with the Company to bring about an immediate resumption of normal work. In the event the Union fails to take such affirmative steps to bring about immediate resumption of normal work, such strike, work stoppage, slowdown or other interruption or impeding of normal production shall be deemed to be authorized and ratified by the Union.

### **Section 5. Picket Lines and Struck Work.**

- A. It shall not be a violation of this Agreement and it shall not be the cause for discharge or discipline if any employee or employees refuse to go through a picket line of a Union which is recognized by the Union.
- B. The provisions of this Section 5 shall not supersede local, State or Federal Law.

## **ARTICLE 16**

### **SUSPENSION AND DISCHARGE**

The purpose of this section is to provide for the disposition of complaints involving suspension and discharge and to establish a special procedure for the prompt review of these cases. Complaints concerning suspensions and/or discharge shall be handled in accordance with the procedures of Article 14, Grievance Procedure.

No employee shall be subject to peremptory discharge. In all cases in which management concludes that an employee's conduct may be proper cause for discharge, such employee shall be initially suspended for not more than seven (7) work days and promptly given written notice, not later than twenty-four (24) hours, of such suspension. A copy of such written notice shall be immediately furnished to the Chief Shop Steward or Shop Steward. If the employee affected believes that he has been unjustly dealt with, he may request and shall be granted during the seven (7) day period a hearing with the Plant Operations Manager of the plant or his designee.

The Chief Shop Steward or Shop Steward and/or an official of the Union may be present at the hearing if the employee so elects. Regardless of whether or not a hearing is requested, management must conclude whether the suspension shall be affirmed, modified, extended, revoked or converted to a discharge. Such decision shall be communicated promptly to the employee in writing with a copy furnished immediately to the Chief Shop Steward. The employee may within seven (7) work days after issuance of such notice, file a grievance in the Third Step of the Grievance Procedure. The failure of the employee to request such a hearing during this period of time will render the Company's ultimate decision as final and not subject to the grievance procedure. All grievances originating under the provisions of this Article shall be handled in accordance with the procedures set forth in Article 14.

## **ARTICLE 17**

### **SAFETY AND HEALTH**

**Section 1.** The Company shall continue to make reasonable provisions for the safety and health of its employees 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 the practice now prevailing in the Plant.

No employee shall be required to work under circumstances that would jeopardize his health and safety or that of another employee. This shall apply uniformly to all employees on one plant-wide standard.

In order that all employees may be able to participate in safety meetings, the Company will give five (5) working days' notice of the scheduling of any such meeting.

#### **Section 2. Protective devices made available.**

**WORK GLOVES:** Gloves will be provided at no cost to appropriate employees. Replacements will only be made with the turn-in of a used pair of gloves.

**HARD HATS:** Company paid.

**SAFETY GLASSES:** Company paid.

**SAFETY SHOES:** Each calendar year the Company will provide an employee an allowance of up to two hundred dollars (\$200.00) to be applied toward an employee's purchase of metatarsal-guarded safety shoes, insoles and laces for use at work. This allowance may be applied toward a maximum of two (2) pair of safety shoes and insoles per calendar year and any remainder of shoe and insole cost above two hundred dollars (\$200.00) is the employee's responsibility. The reimbursement cost may vary in special circumstances where approved safety shoes are not available within the Company's reimbursement guidelines.

Shoes that are in generally good condition, but defective in some way (bad heels, stitching, laces, etc.) should be repaired. The shoes may be repaired at the Company's discretion and expense, at designated repair shops. You must obtain authorization from the Operations Manager prior to any repairs.

**EAR PLUGS:** Company paid. (Only required in certain designated work areas.)

**BURNER APRONS:** Company paid.

**Section 3.** A joint safety committee will be formed consisting of Union members designated by the Union, and members of management designated by the Company. Each party will select a chairman for its committee. The functions of this committee will be to take up any matter brought before it relating to the health and safety of the employees, including ventilation, lighting, etc., during the hours of employment. It will be the duty of this committee to make regularly scheduled monthly tours of the plant and its properties and to take joint minutes, which will include recommendations for corrective action. Minutes of each safety meeting will be supplied to each safety committee member and a copy will be posted on the bulletin board. The designated management representative will chair the meeting and the Company will retain the responsibility and right to implement the Joint Committee's recommendations and to take whatever action necessary to provide a safe work place.

The Union Safety Committee members will be three (3) in number representing each shift and will have a minimum of one (1) year seniority.

The Union Safety Committee will be elected for a one (1) year term from those volunteering to serve and designated to the Company. It will be the responsibility of the Union to administer the formation and effectiveness of its Safety Committee.

## **ARTICLE 18**

### **WAIVER**

The Company and the Union acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the rights and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## **ARTICLE 19**

### **MILITARY SERVICE**

The Company shall accord to each employee who applies for reemployment after conclusion of his military service with the United States such reemployment rights as he shall be entitled to under then-existing statutes.

## **ARTICLE 20**

### **TRANSFER OF OPERATIONS**

In the event the Company permanently closes or transfers processing equipment from the facility covered by this Agreement and moves to another location in the Los Angeles

Metropolitan area, all employees in the Bargaining Unit shall be given equal opportunity to follow the work where the Union and this Agreement shall be recognized and honored.

The Los Angeles metropolitan area is defined as Los Angeles, Orange, Riverside, San Bernardino, and San Diego Counties.

## **ARTICLE 21**

### **SALE OR CLOSURE OF PLANT**

The Company shall advise the Union ninety (90) days in advance of its intention to permanently close, sell or move its facility covered by this Agreement outside Southern California and meet to negotiate a Termination Agreement with the Union covering the impact of this decision upon the employees.

Employees whose employment relationship with the Company is terminated as a result of such decision will be entitled to one (1) week's Severance Pay at forty (40) hours times the employee's straight-time rate of pay for each year of completed service subject to a maximum number of ten (10) weeks' pay if not eligible for an immediate Pension under the Company's Plan provided under Article 8. There shall be no Severance Pay provided to employees eligible for an immediate Pension.

The parties agree this Severance Pay provision is subject to negotiated revision as part of the Termination Agreement.

## **ARTICLE 22**

### **TERMINATION**

**Section 1.** This Agreement shall remain in full force and effect until midnight of July 31, 2022 and, unless written notice be given by either party to the other at least sixty (60) days and not more than ninety (90) days prior to such date of a desire for change therein or to terminate the same, it shall continue in effect for an additional year thereafter. In the same manner, this Agreement, with any amendments thereof, shall remain in effect from year to year thereafter, subject to termination at the expiration of any such contract year upon notice in writing given by either party to the other at least sixty (60) days and not more than ninety (90) days prior to the expiration of such contract year. Any such notices as hereinabove provided for in this Section, whether specifying a desire to terminate or to change at the end of the current contract year shall have the effect of terminating this Agreement at such time.

**Section 2.** Any notice to be given under this Agreement shall be given by certified mail, be completed by and at the time of mailing, and if by the Company, be addressed to the Warehouse, Processing and Distribution Workers' Union, Local 26, I.L.W.U., 5625 South Figueroa Street, Los Angeles, California 90037 and if by the Union, to the Director of Labor Relations, 455 85<sup>th</sup> Ave. NW, Minneapolis, MN 55433. Either party may, by like written notice, change the address to which registered mail notice shall be given.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto in the City of Los Angeles, State of California.

WAREHOUSE, PROCESSING AND  
DISTRIBUTION WORKERS' UNION  
LOCAL UNION 26, I.L.W.U.

JOSEPH T. RYERSON AND SON, INC.

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Hector Aguilar  
Secretary-Treasurer

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Rod Newcombe  
General Manager

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Darron Whitaker  
Committeeman

---

Stephen Malec  
Director, Labor Relations North America

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Tyrone Neal  
Committeeman

---

James Perez  
Committeeman

---

Anthony Gonzales  
Committeeman

**APPENDIX A**

**CHECKOFF AUTHORIZATION**

UNION \_\_\_\_\_

UNIT \_\_\_\_\_

JOSEPH T. RYERSON & SON, INCORPORATED

PLANT \_\_\_\_\_ DATE \_\_\_\_\_

Pursuant to this authorization, please deduct from my pay each month, while I am in employment within the above-specified collective bargaining unit in the Company, monthly dues, and (if owing by me) an initiation fee each as designated in writing by the properly designated officer of the above mentioned Union. The aforesaid membership dues should be remitted promptly by you to:

\_\_\_\_\_  
\_\_\_\_\_

This authorization and assignment is effective on the first day of the month following the month in which it is signed by me and shall remain in effect for a period of one year from the date hereof or for the duration of the existing collective bargaining agreement between the Company and the Union, whichever is shorter. At the end of such period this authorization shall be automatically renewed for an additional period of one (1) year or contract term, whichever is shorter, and thereafter in the same manner for like periods, unless I give written notice of revocation to the Company within the fifteen (15) day period immediately preceding any renewal date.

LOCAL UNION \_\_\_\_\_ SIGNATURE \_\_\_\_\_

WITNESS \_\_\_\_\_ PAYROLL NUMBER \_\_\_\_\_

This authorization shall be completed in triplicate with distribution as follows:

1. Company
2. Employee
3. Union

## **APPENDIX B**

### **JOB CLASSIFICATIONS**

#### **HELPER**

These are new employees who have not had previous experience in the type of work performed by the Company.

#### **JANITOR**

This employee sweeps, mops, washes, polishes, removes trash, etc., using the tools, equipment and supplies furnished to clean and maintain in a satisfactory manner all washrooms, locker rooms, and working areas on the premises. Mows grass, sweeps walks and parking areas as directed.

#### **GENERAL WAREHOUSEPERSON**

These employees act as helpers to any operator in the performance of the operator's duties in operating any machine or the handling of material to machines or the direct filling of orders, including bundling, packaging, tagging, loading or unloading, hooking up for cranes, chipping, grinding, piling, racking, reconditioning material, etc., as directed and assisting maintenance personnel as directed.

#### **ORDER FILLERS**

These employees work a majority of their time performing one or more of the following type functions: direct filling of orders; cut-to-length assistant operator; sorting sheets; crating or packaging material for shipment; unloading material and placing it in its proper place.

Class "C" Burner --"this employee requires assistance in set up of equipment and layout of work for straight line and circle cutting. Will perform production work on run-of-the-mill simple burning jobs until qualified through experience and developed skills for promotion to a higher-rated classification."

#### **HIGHER SKILLED OPERATORS**

These employees have, through experience and acquired skills, the ability and are actively occupied performing one or more of the following functions: filling orders, stocking machines, receiving inspector, sheet shear, Wysong plate shear (#3541) operator, plate shear assistant, Tysaman saw, band saw, cold saw, hacksaw operators and loader/stockman.

Class "B" Burner --"who will receive this rate and classification when he, without assistance, sets up and operates equipment in the Burning Department to flame cut material to dimensions specified on orders for straight line and circle cutting."

#### **SPECIAL SKILLED OPERATORS – Plate Shear Operator**

This employee is responsible for cutting plates to size as specified on orders and plans, such cutting to minimize shorts and scrap. Interprets sketches and drawings and sets up jigs and gauges for cutting duplicate pieces. Is the leader of the plate shear gang and directs the

helpers' activities such as completion of cutting, marking, piling and preparation of material for shipment.

### **CRANE OPERATORS**

These employees must be capable and actively operating the overhead electric double hoist bridge cranes, transferring material to and from machines, loading and unloading trucks or cars, moving material into and from stock racks and piles. Perform other miscellaneous duties, including floor work when directed by supervision.

### **HEAD LOADER**

This employee coordinates movement of materials to facilitate efficient and accurate span loading. Directs others, as assigned, to assure trailers are loaded in a safe manner for following day deliveries, and, in sequential order for most efficient unloading at customer locations. Must be proficient in any stocking, assembly or receiving functions.

### **BURNER CLASS "A"**

This employee must have a thorough knowledge of the proper setup and use of all equipment in the Burning Department. He assists Class "B" and "C" Burners and trains new burners in the efficient functioning of the Burning Department, including continuity of work safe practices, economical use of material and supplies and the proper preparation for shipment. (See Order Filler and Higher Skilled Operator for description and pay level for class "C" and class "B" burner, respectively.)

### **PRECISION SAW OPERATOR**

This employee is fully qualified to set up and operate this piece of equipment and its auxiliary pieces to cut aluminum material to dimensions and within the tolerances specified on orders. Assembles materials selected for economical sawing and maintains all necessary short and lot identifications.

### **SLITTER OPERATOR**

This employee is fully qualified to set up and operate this piece of equipment and its auxiliary pieces to slit metal coil sheets. Responsible for running a coil slitting line to slit metal sheet coils to dimensions specified on orders from customers and performs packaging of slit coils.

### **CUT-TO-LENGTH OPERATOR**

This employee is fully qualified to set up and operate this piece of equipment and its auxiliary pieces to cut aluminum, stainless and/or carbon material to dimensions and within the tolerances specified on orders. Assembles materials, directs any assistant operators and is responsible for the selection and packaging of material for shipment.

### **MAINTENANCE REPAIRER B**

This employee performs the full range of maintenance functions listed under MAINTENANCE REPAIRER A but does not have the work experience and demonstrated skill to qualify for the higher-rated job.

## **MAINTENANCE REPAIRER A**

This employee must have the ability and be actively occupied in maintenance work. He is responsible for emergency repairs, either electrical or mechanical, to cranes, shears, saws, motors, burning equipment. Installs and maintains wiring throughout plant and office, does minor repairs to buildings, etc. Makes repairs to keep plant equipment in operation and to avoid shutdowns. Directs the activities of other maintenance personnel and helpers as assigned. Is responsible for carrying out a program of preventive maintenance.

## **LEADPERSON**

Regularly acting as a Leadperson in assigned areas in addition to performing production work. Must be capable of operating any machine and be thoroughly familiar with the routine on all jobs in the area of responsibility, and shall act as Leadperson in the absence of management supervision or when directed to act in a supervisory capacity by the Company consistent with the Act.

With respect to the filling of the position of Leadperson, the following conditions shall govern:

- A. It will not be subject to the specific job posting provisions of Article 12.
- B. The posted announcement of this opening shall be made by the Plant Operations Manager.
- C. Employees interested in being given consideration for this position will be expected to convey same to Plant Operations Manager in writing. The Plant Operations Manager will not be required to select only from such applicants.
- D. The selection of the employee by the Plant Operations Manager shall be subject to the grievance procedure.

## **KASTO OPERATOR**

- A. One (1) Job Bid
- B. Three (3) separate work areas: 1) Kasto Receiving, 2) Kasto Order Filling, 3) Kasto Sawing
- C. Monthly Rotation
- D. Responsibilities

KASTO Receiving – Qualified exclusively to unload/receive material for KASTO by using crane or forklift; un-band and band material and general housekeeping. Use of computer to receive and stock material into the KASTO. Assist other KASTO work areas as needed including basic maintenance and troubleshooting.

KASTO Order Filling – Utilize computer to pull orders per established company guidelines; use of crane to move material to conveyor; stage, confirm and tag material for order processing. Assist other KASTO work areas as needed including basic maintenance and troubleshooting.

KASTO Saw Operation – Utilize KASTO sawing equipment to process customer orders; use crane to set material, inspect material for accuracy, inspect and monitor blades for use, change blades when worn or when material requires different blades, empty chip bin, sort metal for recycling, measure and run saws to cut material, follow specifications for cutting and or packaging for specific orders. Assist other KASTO work areas as needed including basic maintenance and troubleshooting.

- E. Safety and Training - Employees will be trained in safety and proficiency when operating KASTO work stations.

**APPENDIX C**

**WAGE RATE STRUCTURE**

<u>Classification</u>	08/01/18 (Old Rate)	08/01/19*	08/01/20*	08/01/21*
Helper	\$23.11	\$23.81	\$24.41	\$25.06
Janitor	\$23.35	\$24.05	\$24.65	\$25.30
General Warehouseperson	\$23.35	\$24.05	\$24.65	\$25.30
Order Filler	\$23.55	\$24.25	\$24.85	\$25.50
Higher Skilled Operators	\$23.65	\$24.35	\$24.95	\$25.60
Special Skilled Operators	\$23.78	\$24.48	\$25.08	\$25.73
Crane Operators	\$23.78	\$24.48	\$25.08	\$25.73
Head Loader	\$24.45	\$25.15	\$25.75	\$26.40
Precision Saw Operator	\$24.45	\$25.15	\$25.75	\$26.40
Burner Class A	\$24.45	\$25.15	\$25.75	\$26.40
Slitter Operator	\$24.45	\$25.15	\$25.75	\$26.40
Cut to Length Operator	\$24.45	\$25.15	\$25.75	\$26.40
KASTO Operator	\$24.45	\$25.15	\$25.75	\$26.40
Maintenance Repairer B	\$24.50	\$25.20	\$25.80	\$26.45
Maintenance Repairer A	\$25.09	\$25.79	\$26.39	\$27.04
Working Foreman	\$24.74	\$25.44	\$26.04	\$26.69

\* wage increases become effective on the first day of a pay period following the effective dates shown above.

**New Employee Interim Rates**

Newly hired employees who lack the requisite experience and skills will be paid 80% of the General Warehouseperson rate of pay for the first six (6) months of service and 90% of the General Warehouseperson rate of pay for the next six (6) months of service. Upon completion of one (1) year of service, such employee will receive 100% of the contract rate. New employee interim rates become effective on the first day of a pay period following the completion of each six-month interval.

## **APPENDIX D**

### **R.O.I. INCENTIVE PLAN**

#### **R.O.I. (Return On Investment):**

Expressed as a percent (%).

#### **PLAN:**

To provide a pool of dollars to distribute to eligible employees based on the Los Angeles Plant's R.O.I. performance.

#### **R.O.I. Objective:**

Long-term strategic plan is 25%.

#### **R.O.I. Definition:**

Return (Earnings reported monthly as PLANT CONTRIBUTION - before tax) divided by TOTAL INVESTMENT (Accounts Receivable, Non-Stock/Stock Inventory at current value, and Net Fixed Assets).

#### **Why Use R.O.I.?:**

R.O.I. is the key indicator used to judge the performance of the Los Angeles Plant. Therefore, an R.O.I. driven incentive plan for eligible employees is tied into the same primary measurement of plant performance. The higher the R.O.I. for the Los Angeles Plant, the greater number of dollars will be distributed to employees under this plan.

#### **How It Works:**

The threshold is a 10% R.O.I. No payout occurs until the Los Angeles Plant exceeds 10% R.O.I. R.O.I. incentives are provided as the rate increases.

#### **Period of Measurement:**

The entire fiscal year, which is the same as the calendar year for 2017 and 2018 and the last two calendar quarters for 2016 and the first two calendar quarters for 2019.

#### **Time of Payment:**

Payments will be made on a Quarterly basis. The Payments will be made within 30 days after quarterly results are confirmed.

#### **Length Of Program:**

The ROI Incentive Plan will cover 12 calendar quarters beginning on July 1, 2016 and ending on June 30, 2019.

#### **R.O.I. Investment Changes:**

In the event the Company makes a capital investment of one million dollars or more during the term of this Agreement, the R.O.I. percent will be adjusted to maintain the same level of payout that would be paid if the investment had not been made.

#### **Individual Payout:**

Based upon the following straight-time hours compensated:

- actual worked to maximum of 40 hours/week, including hours worked on Saturday or Sunday
- vacation hours paid to maximum of 40 hours/week
- holiday pay
- jury duty
- funeral leave
- union business hours whether paid by the Company or Union
- Sick Leave Plan (Article 9)
- summer camp military leave

There will be no cliffs established between one level of performance and another within the R.O.I. performance table below. Incremental improvement in performance achieved between one level of performance and another will provide the appropriate incremental increase in payment on a linear scale, rounded to the nearest cent.

<u>R.O.I.</u>	<u>*AVERAGE ANNUAL PAYMENT PER EMPLOYEE</u>	<u>HOURLY PAYMENT PER EMPLOYEE</u>
10%	\$ 0	\$ 0
11%	200	.10
12%	300	.15
13%	400	.20
14%	600	.30
15%	800	.40
16%	1,000	.50
17%	1,200	.60
18%	1,400	.70
19%	1,600	.80
20%	2,000	1.00
21%	2,200	1.10
22%	2,400	1.20
23%	2,600	1.30
24%	2,800	1.40
25%	3,300	1.65

There is no cap. The annual incentive is unlimited. An additional \$0.10 per hour will be added to the pool for each percentage point over 25%.

- Average payout is based upon 2,000 hours compensated under Individual Payout clause of this Appendix D. Payments to be made Quarterly.

## APPENDIX E

### 401 (K) PLAN BENEFIT

**A. DESCRIPTION OF PLAN**

The 401(k) Plan is designed to provide eligible employees with an opportunity to increase the value of their earnings and to provide for increased retirement benefits through tax-advantaged savings.

Federal income taxes will not be withheld on employee contributions into the Plan. In most cases, state and local income taxes are not withheld, either. Taxes are not payable on employee pre-tax contributions or earnings on these contributions until the money is withdrawn by or distributed to the participant.

**B. ELIGIBILITY**

All active, hourly employees shall be eligible to participate in the Plan.

**C. PLAN FUNDING OPTIONS**

Each participant may direct that a portion of his earnings be reduced to fund his 401(k) account. Contributions into the Plan shall not exceed the maximum permissible by law.

**D. INVESTMENT OPTIONS**

Participants may have several investment options into which they may direct their funds. These funds shall include a conservative (money market fixed income fund), a moderate (balanced mutual fund), and an aggressive (equity-growth mutual fund) option. Participants may change their investment selections in accordance with the Plan rules.

**E. PLAN ADMINISTRATION**

1. **General**

The Plan shall be administered by the Company, and the Company shall bear payroll administrative costs, the per-participant, trustee, record keeping, transaction and other administrative fees associated with the Plan. The Plan record keeper, trustee, and investment vehicles will be determined by the Company.

The Company will conduct periodic anti-discrimination tests as required by law. In the event that discrimination relative to contributions of the higher-paid employees is discovered, the higher-paid employees may be directed to lower their contribution.

2. **Vesting**

All contributions are immediately vested.

3. **Withdrawals**

Withdrawals from the Plan are available in the event of retirement, death, disability termination, at age 59½ or in the event of hardship, as set forth by the Internal Revenue Service. In addition, the Plan shall provide provisions to allow loans to participants as may be permitted by applicable IRS rules.

4. **Additional Plan Requirements**

The Plan must conform to Internal Revenue Service (IRS) regulations regarding 401(k) and must obtain IRS approvals.

## APPENDIX F

### ATTENDANCE POLICY

#### I. POLICY STATEMENT

J. T. Ryerson – Los Angeles has made a consistent effort through the years to provide outstanding customer satisfaction and service. Every employee has contributed to our success and now, more than ever before, those goals are even more important. Thank you for past efforts and please help us reach higher goals. Attendance is a key element and each of us must continue to accept responsibility for being at work every scheduled day. Excessive and/or avoidable absenteeism places an unfair burden on co-workers and increases our costs of doing business. It directly affects your R.O.I. and staff morale. For those reasons, excessive, unexcused absenteeism, unexcused tardiness and early unexcused departure are unacceptable. We have improved, thanks to you and we will do even better to benefit our customers, one another and our employer. Therefore, this revised policy will become effective May 1, 2003.

Any determination as to an employee's compliance or non-compliance with the conditions of this policy or special consideration for situations not anticipated with the provisions of this policy will be made solely by the Company. Such determination will not be arbitrary or capricious in nature.

Paid sick leave and personal leave of absence days are excluded from this policy.

#### II. DEFINITIONS

##### A. Absence

For purpose of the policy, any unscheduled time(s) away from work with the following exceptions:

1. Paid sick leave
2. Scheduled vacations
3. Bereavement leave
4. Military leave, as per Federal and State Law
5. Jury duty and documented Court appearances
6. Family and or medical leave
7. Leave of absence for industrial injury or illness
8. Suspension
9. Union business
10. Approved personal leave of absence

Consecutive days of absence, for the same cause, will be considered as one occurrence.

##### B. Late

Employees who report to work without a verifiable and approved excuse after their scheduled start time, shall be considered late.

##### C. Early Departure

Employees who leave work prior to the end of their scheduled shift without a verifiable and approved excuse shall be considered to have departed early.

**D. No Punch Out**

Employees who fail to punch out as required at the end of their scheduled shifts shall be considered to have departed work early, unless verified by supervisor.

**E. No Punch In**

Employees who fail to punch in as required at the start of their scheduled shift shall be considered a minimum of six (6) minutes late, unless verified by supervisor.

**F. Double Punch**

Employees who punch their time card more than once at the start of their shift shall be considered a minimum of six (6) minutes late.

**G. Occurrence**

1. Any absence from work not listed in the above exceptions as noted in Paragraph II, A, will be considered a full occurrence.
2. Any failure to work at least four (4) hours will be considered a full occurrence.
3. Any failure to work as scheduled NOT considered a full occurrence (late, early departure, no punch in/out) would be counted as one-half (½) occurrence.

**III. PROGRESSIVE CORRECTIVE ACTION**

The Company considers full day unexcused absences as more severe than partial absences. They are detrimental to our efficiency and place an added burden on co-workers. Accordingly, we have adopted the following progressive corrective action plans to each category during a fixed twelve-month period running from January 1 to December 31; however, excluded from A. below, are the six or seven days of paid sick leave per the CBA.

**A. Absence**

- |                           |   |
|---------------------------|---|
| 1. Two (2) occurrences:   | Documented verbal warning                     |
| 2. Three (3) occurrences: | One-day suspension                            |
| 3. Four (4) occurrences:  | Three-day suspension,<br>Subject to discharge |

New employees (those with less than one year's service) will not be paid for sick leave. After six (6) days off due to illness, such employees will be held to the progressive corrective action plan described in A. above.

Employees may request information regarding their available sick leave from their foreman.

**B. Partial Absences**

- |    |                                  |  |
|----|----------------------------------|--|
| 1. | More than three (3) occurrences: | Documented Verbal warning                  |
| 2. | More than four (4) occurrences:  | Written warning                            |
| 3. | More than five (5) occurrences:  | One-day suspension                         |
| 4. | More than six (6) occurrences:   | Three-day suspension; subject to discharge |

It is our goal to treat employees in a manner reasonably and fairly consistent with the CBA. As such, attendance records will be maintained on a fixed 12-month basis. This 12-month period for each employee will begin on January 1 and end on December 31.

**IV. REPORTING OFF WORK**

It is critical that employees properly notify the Company when they are unable to work as scheduled so that plans may be made to effectively accommodate such absences. Should an employee be unable to work as scheduled, (i.e., late, early departure, or absence), the employee must adhere to the following reporting-off procedures:

A. In all instances involving an inability to work as scheduled (i.e., late, early departure or absence) an employee must:

1. Report to the employee's immediate supervisor at the employee's earliest opportunity, but in no case less than twenty-four (24) hours before the start of the scheduled shift, unless reasonably prevented from doing so.
2. Notify the Company of the expected duration of the absence from work when it is known; or
3. Report daily if the employee is unsure of the length of absence.

B. Failure to properly report off work as described above in paragraph IV. A, will be considered a full occurrence. The following progressive corrective action plan will be in effect during the 12-month period as described above.

- |    |                        |  |
|----|------------------------|--|
| 1. | Two (2) occurrences:   | Documented Verbal warning                    |
| 2. | Three (3) occurrences: | One-day suspension                           |
| 3. | Four (4) occurrences:  | Three-day suspension<br>Subject to discharge |

C. If due to certain unforeseeable circumstances an employee does not have sufficient advance knowledge of an inability to work as scheduled and is unable to notify the Company of such no later than the start of the scheduled shift, the employee must notify the Company, as soon as possible. In such unusual cases notice must be provided no later than one (1) hour after the start of the scheduled shift or the employee will be considered to have failed to properly report off work and will be subject to the disciplinary action described in Paragraph IV B.

**V. MANAGEMENT RIGHTS AND EXPECTATIONS**

- A. It is the Company's expectation that an employee whose doctor requires an appointment or prescribes physical therapy should make a good faith effort to schedule those appointments before or after work hours. If that is not possible, we expect that when possible, employees schedule appointments either at the beginning or end of their shift. Employees will be required to submit a date and time stamped doctor's verification if arriving late or leaving early. All appointments must be scheduled with the Service Department so that work assignments can be made accordingly.

## **APPENDIX G**

### **POLICY AND PROCEDURES FOR ALCOHOL AND DRUG TESTING**

THE MANUFACTURE, DISTRIBUTION, DISPENSATION, POSSESSION, SALE OR USE OF ALCOHOL, CONTROLLED SUBSTANCES OR ILLEGAL DRUGS IN THE WORK PLACE, IN COMPANY VEHICLES, OR WHILE ON DUTY IS PROHIBITED.

Joseph T. Ryerson & Son, Inc. – Los Angeles must have a drug and alcohol free environment in order to protect the health and safety of the public and employees. Therefore, it is a Company policy requirement that its employees not report to work under the influence of alcohol or controlled substances, possess or utilize such substances while they are subject to work, or have their ability to work impaired as a result of the use of alcohol or controlled substances either on or off duty.

The Company will provide an external Employee Assistance Program (EAP). The Company is willing to recognize and provide certain assistance to those employees whose use of alcohol or drugs may be the result of a disease such as alcoholism or chemical dependency. Accordingly, the Company encourages all employees who may have a problem with substance abuse or alcoholism to come forward and take advantage of the Company's assistance and referral sources in resolving the problem.

The employees are also reminded that they can contact their Union representative or Local 26 officials to take advantage of other resources that may be available to them in resolving the problem.

#### **STATEMENT OF POLICY**

Employees employed by Joseph T Ryerson–Los Angeles, are prohibited from:

1. Manufacturing, distributing, dispensing, selling, possessing, or using alcohol or a controlled substance or illegal drug on Company property, in Company vehicles, or while off the premises performing work for the Company; or
2. Reporting for work or performing work under the influence of alcohol or a controlled substance or illegal drug; or
3. Using Company property or one's position to facilitate the manufacture, distribution, sale, dispensation, possession or use of a controlled substance, alcohol, or illegal drug.

#### **SCOPE**

Drug & Alcohol Testing is divided into the following areas:

- A. Pre-Employment Testing
- B. Post-Accident Testing
- C. Testing for Reasonable Suspicion
- D. Return-to-Duty and Follow-up Testing
- E. Testing after Lay-Off or Leave of Absence
- F. Test results

## **PROCEDURES**

### **A. Pre-Employment Testing**

Pre-employment testing must be done:

1. Before a new employee is permitted to perform any work.

### **B. Post-Accident Testing**

Post-accident drug and alcohol testing of the employee must be completed as soon as practical following an accident where:

1. A life is lost.
2. An accident where an individual is injured and requires medical attention. Any OSHA recordable injury resulting from an accident at work will be considered sufficient to require such testing.
3. An accident involving damage of material and/or equipment. As a general guideline, \$1,000 worth of damage will be considered sufficient to require such testing. Special consideration shall be given to whether the accident occurred through no fault of the employee or the employee appeared to be at fault in whole or in part. For example: A forklift operator who accidentally drops a heavy container on the leg of another employee, most likely would be drug tested, while the employee with the injured leg would not.

Post-accident alcohol testing should be done within two (2) hours of the accident. If testing cannot be done within this time limit, the employer must maintain a file that explains why the testing was not done. If the test is not done within eight (8) hours of the accident, it should not be done. A file explaining this decision must also be kept.

Post-accident drug testing should be done within thirty-two (32) hours of the accident. If testing cannot be done within this time limit, the employer must maintain a file that explains why the testing was not done.

The results of the urine test for drugs and the breath or urine test for alcohol that was conducted by a Federal, State or local official with independent authority for the test meets this requirement if: (i) the test conforms to the proper requirements of the rules and (ii) the test result is provided to the employer.

Employees must submit to post-accident testing. If an employee refuses to be tested, he or she cannot continue on the job. A refusal to test will be treated as if the employee tested positive.

### **C. Testing for Reasonable Suspicion**

Reasonable suspicion testing for drugs and alcohol must be based upon:

1. Specific, clearly stated observations concerning the appearance, behavior, speech or body odors of the employee detected by a trained supervisor.

2. Observations made during work or on Company premises.

Documentation of the grounds to require drug testing for reasonable suspicion must be made and signed by the Supervisor within 24 hours of the observed behavior, or before the results of the test are released, whichever is later.

The Supervisor, who determines that reasonable suspicion testing should be done for alcohol shall not conduct the test, nor will anyone from the company's management.

Alcohol testing for reasonable suspicion must be done within two (2) hours of the observations. Testing that cannot be done within eight (8) hours should not be done. An employee cannot return to work until his/her alcohol concentration is less than 0.02 or 24 hours have passed. An employer cannot take action against an employee regarding alcohol misuse unless an alcohol test was done.

D. **Return-to-Duty and Follow-up Testing**

1. A return-to-duty alcohol test is required for those who violated the alcohol prohibitions of subpart B and are returning to work. A test result of less than 0.02 is required. Follow-up testing is required for those who return to work. This testing will be done during work hours.

A minimum of six (6) unannounced tests is required during the first year back on the job. Follow-up testing cannot exceed two (2) years from the date of the employee's return-to-duty, unless the substance abuse professional recommends additional time, but not to exceed three (3) years.

2. A return-to-duty drug test is required for those who violated the drug prohibitions of subpart B and are returning to work. A negative test result is required. This testing will be done during work hours.

Follow-up testing is required for those who return to work. A minimum of six (6) unannounced tests are required during the first year back on the job. Follow-up testing cannot exceed two (2) years from the date of the employee's return-to-duty, unless the substance abuse professional recommends additional time, but not to exceed (3) years.

E. **Testing After Lay-off or Leave of Absence**

Any employee who has been called back to work from a lay-off of more than ninety (90) days or has returned to work from a leave of absence of more than ninety (90) days may be required to submit to a drug and/or alcohol test.

F. **Test Results**

The testing methods and procedures are fully set forth in Exhibit "A" attached hereto and by this reference made a part hereof. The following steps will be taken after results of testing are obtained:

## **DRUGS**

1. In a split sample test, if the primary test sample is positive, the MRO notifies the employee to report the positive test results and to determine if there is a medical reason for the drug use. (See Exhibit B for specific positive confirmatory levels) If the employee can document why the drug is being taken and if the MRO finds it is a legitimate medical use and that its use was the sole reason for the positive results, the test will be reported as negative to the employer. The employee then has 72 hours to request a test of the split specimen. (a). If the employee makes this request, the MRO directs the lab, in writing, to send the split specimen to another DHHS-certified lab for the confirmation testing. (b) If the employee has not contacted the MRO within 72 hours, but provides documentation that the MRO finds to be a legitimate explanation for failing to make contact, the MRO can order an analysis of the split specimen.
2. If the analysis of the split sample or the re-analysis of the single sample does not confirm the presence of a drug, the MRO cancels the test and reports this to the employer and the employee. Initial screen will be by "Emit" and a positive initial screen will be confirmed by "GC/MS".
3. All drug testing results are interpreted by the MRO. After this review, the results are given to the employer by any means of communication. Within three (3) days of the review, however, the MRO or his designee shall provide the employer with a signed, written notification of the test results.

## **ALCOHOL**

1. Screening test is done first. If the reading is 0.02 or over a confirmation test must be done using an EBT (Evidential Breath Testing) device that prints out the results, date and time of the test. If the screening and confirmation test results are not the same, the confirmation test result is used as the final result. The cutoff for alcohol will be 0.08 blood alcohol level.
2. The technician administering the test (referred to as "BAT") shall show the employee the test result as shown on the EBT device. Both the BAT and the employee sign and date the test form.
3. For all types of alcohol breath testing, the regulations call for the use of an EBT device as approved by the National Highway Safety Administration and the approved Breath Alcohol Testing Form. All alcohol testing shall be done by a BAT who has been trained and certified in the use of the EBT device and the testing procedure.

## **DISCIPLINARY ACTION**

For Reasonable Suspicion, the employee will not be scheduled to work until the test results are complete and both employee and the company have been advised of said results in writing.

Employees being tested under the Post Accident, Testing after Lay-off, Leave of Absence, Return-to-Duty and Follow-up will immediately be returned to duty if physically able. Any employee who is sent out for Reasonable Suspicion testing, and whose results are negative shall be made whole for lost wages until returned to work.

Any employee who tests positive on a confirmatory test for the first time and who does not timely and successfully refute the test results by explanation or retesting will be required to participate in a drug and/or alcohol counseling, rehabilitation, or treatment program, whichever is more appropriate, as determined jointly by the employee, union representative, and the Company after consideration of a chemical dependency evaluation and consultation with appropriate health professionals. In addition, the first time failing employees may be subject to discipline, transfer or other personnel action short of discharge. The first time failing employee will sign an Employee Rehabilitation Agreement (see Exhibit D of this Policy); should he/she refuse, they may be suspended pending discharge. An employee who tests positive on a confirmatory test for the second time three (3) or more years from the date of the first time the employee failed a drug and/or alcohol test will sign another Employee Rehabilitation Agreement and should they refuse they will be suspended pending discharge.

## **EXHIBIT A**

### **COLLECTION SITE SETUP**

1. The collection site shall be secure. It shall be in a location having an enclosure within which private urination can occur and either a toilet for completion of urination or a single use container with sufficient capacity to contain an entire void. Also, the site shall have a source of water for washing hands, which, if practicable, should be external to the enclosure in which urination occurs.
2. The collection site shall have secured files. The collector's copy of the chain of custody form should be stored on site and organized so that they can be easily accessed should the need arise.
3. The collection site shall have storage space for supplies. This storage space shall be secure and must protect the supplies from temperature extremes. Since the temperature of the collected urine shall be recorded within 4 minutes of voiding, the temperature strips and collection containers need to be maintained at room temperature.
4. In order to prohibit adulteration of the specimen by the donor, at the time of submission, it is recommended that the collection site use a bluing agent in the toilet water tank and prevent access to other possible sources of water.
5. Desk space or other suitable clean surface for writing should be provided to allow the donor to complete the chain of custody document.
6. The collection site shall have a secure area to retain specimens prior to shipment to the laboratory.
7. Only facility-authorized personnel are to be permitted in any part of the collection site when urine specimens are collected or stored there.
8. After the specimen has been provided, it shall remain in view of the donor and collector until the donor has initialed the sealed chain of custody bag and the receipt is provided to the donor.

### **URINE SPECIMEN COLLECTION AND PREPARATION**

1. The donor's identification shall always be verified upon arrival at the collection site. The use of a photo identification card (passport, employee's license, employee card, etc.) is usually the preferred method of identification, but alternate means, such as the use of an accompanying employee representative is acceptable. Once donor identification has been verified, STEP 1 of the chain of custody requisition should be completed. Contact a company representative for the employee if identification cannot be verified.
2. In order to prevent specimen adulteration, the donor should be required to remove any excess outer garments (coats, jackets, sweaters) while maintaining personal privacy. Secured storage will be provided for hand held items, i.e., handbags, baggage, newspapers, etc. unless provisions are made for the donor to keep valuables with them, i.e., wallet, money, credit cards.

3. The donor should be able to randomly select the collection container to be used from the supply available.
4. The collector shall accompany the donor to the collection area and instruct the donor to wash and dry his or her hands under the observation of the collector prior to urination.
5. The collector shall secure access to soap dispensers and other items in the collection area that could be used to adulterate the specimen.
6. Unless an observed collection is required, the collector shall leave the enclosed area to give the donor privacy and wait outside the enclosed area until the donor finished.
7. Once the specimen is collected, it must remain within the donor's view at all times, until the donor initials the sealed chain of custody bag.
8. The temperature of the specimen is required to be taken within 4 minutes of voiding. The collector shall record this temperature in STEP 2 of the chain of custody requisition.
9. In full view of the donor, the collector transfers the specimen from the collection container to the shipping container (this may not be necessary if the collection container is the shipping container). The collector shall then inspect the collection area to ensure that specimen adulteration did not occur. Any unusual findings shall be noted in the "Remarks" section of the chain of custody form. If possible adulteration of the specimen did occur, the collector shall contact the employer or laboratory for instruction, since the protocol for this situation may vary among programs.
10. The collector, if necessary, unsecures the water source and allows the donor to wash his or her hands. This shall be done in such a way so that the donor and collector are able to keep the specimen in view at all times prior to it being sealed and labeled.
11. The collector and donor should use the writing surface to continue specimen preparation and complete the chain of custody requisition (see section "THE CHAIN OF CUSTODY REQUISITION").
12. The date of collection shall be recorded on the 4-peel-off labels located at the bottom of the requisition.
13. The collector peels off one label and places it on the lid of the collection container; a second label is peeled off and placed on the wide side of the container. The remaining two labels are provided for use with a second specimen container in the event that a split specimen is required.
14. The collector and donor complete the tamper-evidence tape included in the collection kit; the collector should complete the donor ID (must match ID# or name on STEP 1 of the chain of custody requisition), fill in the collection date and sign the tape. The donor shall then initial the tape on the appropriate line. The tamper-evident tape is then placed on the container in such a manner that both peel-off labels are covered.
15. The collector shall remove the white "laboratory original" and peach "laboratory duplicate" copies of the chain of custody requisition and places them in the outside pocket of the chain of custody bag.

16. The collector shall place the specimen into the tamper evident bag and seals the specimen bag.
17. The donor shall then initial the chain of custody bag in the appropriate location as documentation that the correct specimen is being sent to the laboratory. The collector shall then sign and date the same seal.
18. The collector shall retain the “collector copy” of the chain of custody requisition and gives the “donor copy” to the donor. The “company copy” of the chain of requisition must be forwarded to the client location. If applicable, the “MRO copy” must be sent to the Medical Review Officer’s address preprinted on the requisition.
19. The sealed chain of custody bag shall remain in control of the collector or in a secured area or secured container, whichever is appropriate within the collection site until shipment to the laboratory.

**EXHIBIT B**

**CONFIRMATORY TEST LEVELS (NG/ML)**

Marijuana metabolite (1).....	15
Cocaine metabolite (2) .....	150
Opiates:	
Morphine .....	2000
Codeine .....	2000
Phencyclidine .....	25
Amphetamines:	
Amphetamine .....	500
Methamphetamine .....	500
Barbiturates.....	100
Benzodiazepines .....	100
Methaqualone .....	100
Propoxyphene .....	100

- (1) Delta-9-tetrahydrocannabinol – 9 – carboxylic acid
- (2) Benzoylgonine

Detection levels for controlled substances will be based on the levels established by the governing Federal Authorities using the Department of Health and Human Services guidelines.

**EXHIBIT C**

**CONSENT AND RELEASE FORM**

I, \_\_\_\_\_, hereby acknowledge receipt of a copy of Ryerson's Policy and Procedures for Alcohol and Drug Testing and give my consent to, and authorize, the Company's designated facility to perform specimen collection and testing as provided for in the Policy, necessary to determine the presence and/or level of drugs or alcohol in my body when so requested by the Company and in accordance with the Policy and Procedures for Alcohol and Drug Testing.

I further authorize the facility conducting the drug test to release to the Medical Review Officer used by the Company the test results and other information relating to the administration of the drug testing program. I authorize the Medical Review Officer to release to the Company the fact that I submitted to a drug or alcohol test, the date and location of such test, the identity of the person or entity performing the test, and whether the test finding was positive or negative. The Company, with the employee's permission, will provide a copy of the test results to the Union's representative.

I realize that my refusal to sign this form constitutes insubordination and a violation of the Policy and Procedures for Alcohol and Drug Testing of Joseph T. Ryerson & Son, Inc. and that for such refusal I may be subject to disciplinary action. Prior to signing, should employees have any questions concerning this Consent and Release Form, they should address the questions to their manager or Union representative.

A copy of this consent form shall be valid as original.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date



August 1, 2008

Mr. Andrew J. Wright, Secretary-Treasurer  
Warehouse, Processing & Distribution  
Workers' Union, Local 26, I.L.W.U.  
5625 South Figueroa Street  
Los Angeles, California 90037

**Re: LETTER OF UNDERSTANDING: COFFEE BREAKS**

Dear Mr. Wright:

Coffee breaks will be scheduled to begin for the First Shift at 10:00 a.m. and 2:30 p.m.; the Second Shift at 7:00 p.m. and 11:00 p.m.; and the Third Shift at 1:00 a.m. and 5:00 a.m.

For each Break there will be three (3) bell signals. The first will sound at the above-scheduled starting times. Employees may not leave their normal work place until this first signal sounds. Twelve and one-half (12½) minutes later, the second signal will sound allowing employees to return to their normal work places where they must be when the third signal sounds two and one-half (2½) minutes later or a total of fifteen (15) minutes after the first signal.

The coffee break system will be discussed annually by the parties to this Agreement to determine if it will be retained or changed back to "coffee on the run." If agreement is not reached, the coffee break system will be retained for the term of this Agreement.

Very truly yours,

JOSEPH T. RYERSON & SON, INC.  
Los Angeles, California Plant

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Robert Lampi  
Vice President/General Manager

Confirmed:

WAREHOUSE, PROCESSING AND  
DISTRIBUTION WORKERS' UNION  
LOCAL UNION 26, I.L.W.U.

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Andrew J. Wright  
Secretary-Treasurer

**LETTER OF UNDERSTANDING:**

**RE: LABOR/MANAGEMENT PARTICIPATION**

The parties recognize that a joint approach involving employees and supervision at the plant is essential to the solution of problems affecting them. Many problems at this level are not readily subject to resolution under existing contractual programs and practices but affect the ongoing relationships between labor and management at that level. Joint participation in solving these problems is an essential ingredient in any effort to improve the effectiveness of the Company's performance and to provide employees with a measure of involvement adding dignity and worth to their work life.

In pursuit of these objectives, the parties believe that local union and plant management at a plant can best implement this cooperative approach through the establishment of Participation Teams of employees and supervision at the plant. It is agreed that the Participation Teams program shall generally be as follows:

- A. A Participation Team will be made up of a management co-chairman, an employees' co-chairman, and employee and supervision members of the plant. Employee members and supervision members need not be equal in number and may be rotated periodically to permit broader employee involvement. The employees will select their Participation Team co-chairman and members.
- B. Each employee member of a Participation Team shall be compensated for time spent away from work in Employee Team activities at his/her base hourly rate of pay.
- C. Participation Team meetings shall generally be held during normal working hours as often as the employee and supervision members agree. A Participation Team shall be free to discuss, consider, and decide upon proposed means to improve department or unit performance, employee morale and dignity, and conditions of the plant. Efforts shall be made by local management to implement proposed recommendations.

Appropriate subjects, among others, which a Team might consider include: team-building and problem solving; use of production facilities; quality of products and quality of the work environment; customer service; safety and environmental health; job alignments; energy conservation and recycling opportunities. The Participation Teams shall have no jurisdiction over the initiation or processing of complaints or grievances. The Participation Teams shall have no authority to add to, detract from, or change the terms of the Labor Agreement.

Approved:

Approved:

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Robert Lampi  
Vice President/General Manager  
Joseph T. Ryerson & Son, Inc. –  
Los Angeles

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Andrew J. Wright  
Secretary-Treasurer  
Warehouse, Processing & Distribution  
Worker's Union, Local 26, I.L.W.U.

August 1, 2008

Mr. Andrew J. Wright, Secretary-Treasurer  
Warehouse, Processing & Distribution  
Workers' Union, Local 26, I.L.W.U.  
5625 South Figueroa Street  
Los Angeles, California 90037

**Re: LETTER OF UNDERSTANDING: ALTERNATE WORK SCHEDULES**

Dear Mr. Wright:

It is understood between the parties that in the event the Company elects to establish a work week of alternative shift and workday arrangements, such as but not limited to four (4) consecutive days of ten (10) continuous hours, three (3) consecutive days of twelve (12) hours and/or seven (7) day operations, then the parties will negotiate a mutually acceptable understanding in this regard. There shall be no unilateral implementation of any alternative shift and workday arrangement during the term of the Agreement.

Very truly yours,

Joseph T. Ryerson & Son, Inc.  
Los Angeles, California Plant

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Robert Lampi  
Vice President/General Manager

Confirmed:

WAREHOUSE, PROCESSING AND  
DISTRIBUTION WORKERS' UNION  
LOCAL UNION 26, I.L.W.U.

---

Andrew J. Wright  
Secretary-Treasurer

August 1, 2008

Mr. Andrew J. Wright, Secretary-Treasurer  
Warehouse, Processing & Distribution  
Workers' Union, Local 26, I.L.W.U.  
5625 South Figueroa Street  
Los Angeles, California 90037

**Re: LETTER OF UNDERSTANDING: KIN CARE**

Dear Mr. Wright:

The employer recognizes and shall comply with any State and Federal Law or regulation which provides that an employee shall be granted time off during working hours to care for a family member, or to attend a child's needs, with no loss of seniority or benefits provided under the Collective Bargaining Agreement.

Such activities shall not be subject to the attendance policy.

Very truly yours,

JOSEPH T. RYERSON & SON, INC.  
Los Angeles, California Plant

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Robert Lampi  
Vice President/General Manager

CONFIRMED:

WAREHOUSE, PROCESSING AND  
DISTRIBUTION WORKERS' UNION  
LOCAL UNION 26, I.L.W.U.

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Andrew J. Wright  
Secretary-Treasurer

August 1, 2008

Mr. Andrew J. Wright, Secretary-Treasurer  
Warehouse, Processing & Distribution  
Workers' Union, Local 26, I.L.W.U.  
5625 South Figueroa Street  
Los Angeles, California 90037

**Re: LETTER OF UNDERSTANDING: POST ACCIDENT DRUG TESTING**

Dear Mr. Wright:

As a supplemental step to the Policy and Procedures for Alcohol and Drug Testing (Policy) included in this Agreement, it is understood between the parties that the Company's designated medical clinic (i.e., collection site) will administer a rapid or instant diagnostic test to the employee's urine specimen that will detect the presence of the nine (9) drugs included in Exhibit B of the Policy. The rapid testing will be utilized on post-accident testing urine specimens only. The results from the rapid test are obtained within minutes and indicate a positive or negative result for the presence of drugs. In either event, the employee's urine specimen will be submitted to the lab and analyzed consistent with the procedures set forth in the Policy.

Should the results of the rapid test be negative, the employee will immediately be returned to his/her work assignment. Should the results of the lab analysis of this employee's specimen be positive, the steps and consequences outlined for a positive test result in the Policy would be implemented. Should the results of the lab analysis of this employee's specimen be negative, no further action will be required.

Should the results of the rapid test be positive, the employee will not be allowed to return to work until the results of the lab analysis of his/her specimen are complete and appropriate notifications have occurred. Should the results of the lab analysis of this employee's specimen be positive, the steps and consequences outlined for a positive test result in the Policy would be implemented. Should the results of the lab analysis of this employee's specimen be negative, the employee will immediately be returned to work and will be compensated for all scheduled hours of work lost and any record of the positive rapid test result will be voided.

This letter of understanding is not intended to alter or change the Policy.

Very truly yours,

JOSPEH T. RYERSON & SON, INC.  
Los Angeles, California Plant

**Re: Post Accident Drug Testing**

August 1, 2008

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Robert Lampi  
Vice President/General Manager

CONFIRMED:

WAREHOUSE, PROCESSING AND  
DISTRIBUTION WORKERS' UNION  
LOCAL UNION 26, I.L.W.U.

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Andrew J. Wright  
Secretary-Treasurer