

K# 9482



AGREEMENT

BETWEEN

JAMES F. KEMP, INC.

AND

**United Steel, Paper and Forestry, Rubber, Manufacturing, Energy,
Allied Industrial and Service Workers, International Union**

LOCAL UNION 5852 - 05

May 11, 2005 through May 11, 2008

AGREEMENT

THIS AGREEMENT made and entered into this 11th day of May 1999, by and

Between JAMES F. KEMP, INC., hereinafter referred to as " Company, on behalf of United Ssteel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers,International Union,LOCAL UNION 5852, those employees of the Company set forth in Article 11 of the Agreement, Hereinafter referred to as the "Union".

In consideration of the mutual covenants of both Company and Union, the parties hereto agree as follows:

ARTICLE 1 – NO STRIKES OR LOCKOUTS

The parties mutually agree that there shall be no strike, work stoppage, slow-down or sit down, or picketing by the Union, its members or representatives, or lockout on the part of the Employee during the existence of this Agreement.

ARTICLE 11 - RECOGNITION

A. By this Agreement the parties hereto intend to promote and improve their industrial and economic relationships and to set forth rates of pay, conditions of employment and other matters to be observed by the parties hereto, all of which is for the exclusive benefit of the parties to this Agreement who intend that this Agreement shall be binding and effective.

B. This agreement shall cover all Company employees and their work, production, maintenance, salary and group leader..

- C. It is mutually understood that the following terms and conditions relating to the employment of workers covered by this Agreement have been decided upon by means of collective bargaining and that the following provisions will be binding upon the Company and the Union during the term of this agreement and any renewal thereof. This Agreement, during its life, may be modified only by mutual written consent of the parties hereto. The provisions of this Agreement shall be subject to any changes made necessary by reason of Federal and State legislation, regulations or specifications.

ARTICLE 111 – PRACTICES & WORKING CONDITIONS

All customs, past practices and local working conditions shall remain in effect for the duration of this Agreement. The Company nor the Union shall have the right to eliminate or establish a local working condition unless it is done by mutual agreement between the parties. All local working conditions should be put in writing and signed by both parties as soon as possible.

ARTICLE 1V – MANAGEMENT RIGHTS CLAUSE

- A. The right to hire and discharge for just cause are vested exclusively in the Company as well as management of work, direction of the employees, assignment of men to specific projects and the Union shall not abridge this right but this provision is not intended to encourage discharge of employees.
- B. The number of employees and the number and classification of them required to operate equipment or assigned to a job shall be at the sole discretion of the

Company. The fact that certain classifications and rates are established by this Agreement does not mean that the Company must employ workers for any one or all such classifications or to operate or man equipment unless the Company determines the need for such workers so that the Company has the freedom, if the need arises, to assign classifications in accordance with the requirements of the work to be done.

ARTICLE V – PROBATIONARY EMPLOYEES

- A. It is agreed that the new employees shall be considered probationary employees for the first five hundred and twenty (520) hours of their employment.
- Probationary employees may be laid off or discharged for cause as exclusively determined by Management, provided that the provisions hereof will not prevent a probationary employee from joining the union, it being further provided that the provisions hereof shall not be used by management for purposes of discrimination because of membership in the Union.

ARTICLE VI – SENIORITY

- A. Continuous service shall be calculated from the date of first employment or re-employment following a break in continuous service.
- B. Continuous service shall be broken by:
- (1) Discharge;
 - (2) Quit;
 - (3) Layoff, or absence due to physical disability, in excess of two (2) years of the employee's length of continuous service at the time of separation from

active service, whichever is greater. Provided, that an employee who is injured while performing work for the Employer and continues to be unable to perform work for the Employer as a result of injury for a period in excess of two (2) years or the employees length of continuous service at the time of separation from active service, whichever is greater, shall retain his accrued seniority until he or she is able to return to work, but shall accumulate no further seniority. An employee absent more than two (2) years must notify the Employer in writing of his continuing desire to return to work within ten (10) days of the anniversary date of his separation from active service or his continuous service shall be considered broken;

- (4) Failure to report for work, or failure to report off, for three (3) working days, without an excuse acceptable to Employer being presented with the three (3) day period.
- (5) Failure to report from layoff within seven (7) calendar days after sending of notice of recall.

C. Notice required to be sent to an employee shall be by certified mail, return receipt requested. The Employer shall be entitled to rely on the last written address furnished by the employee.

D. Employees shall be laid off and recalled in accordance with their continuous service with Employer:

- (a) Plant seniority;
- (b) Knowledge of and/or ability to do the job;
- (c) Physical fitness.

When the factor a" is equal between employees to be considered, factors "b" and "c" shall govern.

If any employee feels he or she has been improperly bypassed, he or she may file a grievance in accordance with the grievance procedure in this agreement. Employees accepting promotion or transfer within the bargaining unit and failing to perform satisfactorily may return to their former position or if such position is not available to the

most nearly equivalent position. The returnee shall receive the wage rate of the position to which they are returned.

ARTICLE V11 – WORK WEEK

- A. The regular work week for all employees shall consist of forty (40) hours which shall be recognized as regular time and each employee shall be paid for any of these hours he works at the regular rates of pay specified in this Agreement. Hours worked beyond forty in a week shall be paid for at one and one-half (1- ½) times the regular rate of pay with no pyramiding of overtime.

ARTICLE V111 – REPORTING PAY

- A. An employee who is called to work or reports to work on his regular schedule without eight (8) hours prior notice not to report, shall receive a minimum of four (4) hours work at the rate for the job he was called and reported for. The Company may offer other work. If the employee accepts other work, the employee will be paid at the occupational rate of the job he originally reported for. If the employee refuses other work, he will not be paid reporting time.
- B. In the event that strikes, work stoppages, failure of utilities beyond the control of management, or acts of God interfere with work being provided, or an employee is not put to work, or is laid off after having been put to work either at his own request or due to his own fault, the provisions of this section do not apply.

ARTICLE 1X – CONTRACTING OUT

The Company will not contract out work ordinarily performed by the bargaining unit employees when employees are available in the plant or on layoff who have demonstrated the ability to perform the work and provided the necessary Company equipment is available with which to perform the work.

ARTICLE X – VACATION

- A. After one (1) year of continuous employment, an employee shall be entitled to a vacation of one (1) week, to be taken at the time of the annual Company shutdown in July or August.
- B. After three (3) years continuous employment, an employee shall be entitled to two (2) weeks vacation, one (1) week of which is to be taken during the annual Company shutdown and the other week between November 30th and April 30th.
- C. To be eligible for a vacation in any calendar year during the term of this Agreement, the employee must have received earnings in at least sixty percent (60%) of the pay periods in the preceding calendar year.

ARTICLE X1 – FUNERAL LEAVE

Full time employees will be given up to three (3) consecutive calendar days funeral leave, one (1) of which must be the day of the funeral, in the event of death in the immediate family. For the purposes of this section, "immediate family" shall be defined as spouse, parents of the employee, children(s) of the employee. Proof of death shall be furnished to the employee's immediate supervisor, if requested.

An employee shall receive funeral pay, at his regular straight time rate, only for days which are his regularly scheduled work days. To be eligible for funeral pay, the employee must attend the funeral.

ARTICLE X11 – CIVIL RIGHTS

It is the continuing policy of the Company and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, sex, or statutory age. 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.

- A.** A Joint Committee on Civil Rights shall be established at the Plant. The Union representation on the Committee shall be no more than three (3) members of the Union, which may include the President and Chairman of the Grievance Committee. The Union members shall be certified to the Industrial Relations Representative of the Company by the Union and the Company members shall be certified to the President of the Local Union.
- B.** The Company and Union members of the Joint Committee shall meet at mutually agreeable times but no less than once each quarter. The Joint Committee shall review matters involving civil rights and advise with the Company and the Union concerning them, but shall have no jurisdiction over the filing or processing of grievance. This provision shall not affect any existing right to file a grievance nor does it enlarge the time limits for filing and processing grievances.

ARTICLE X111 – SAFETY & HEALTH

- A.** There shall be established at the plant a joint Union/Management Safety and health Committee. This Committee shall be composed of not less than two (2) nor more than four (4) employees designated by the Union. The Committee shall meet at times mutually agreeable to both parties, but preferably outside of regular working hours. The committee may hold special meetings or accident investigations whenever they mutually deem it necessary. In the discharge of its function this Committee shall discuss safety and health problems at the plant and attempt to resolve them at the plant level.
- B.** Protective devices, wearing apparel and other equipment necessary properly to protect employees from injury shall be provided by the Employer. Such items shall be provided by the Employer without cost except that the Employer may assess a fair charge to cover losses or willful destruction thereof by the employee.

ARTICLE XIV – PLANT VISITATION

Authorized representatives of the International Union shall be permitted to visit the Office or Plant of the Employer during working hours for the purpose of discussing or investigating matters related to the Employer. The representatives will notify the Employer prior to entering the office or plant and designate the reason for the visit. The Union representative shall have the right to have Local Union officers accompany them while they are on Plant property. The names of Local Union people who are to participate in the tour will be given to the Employer in advance. Employees shall be paid

their regular rate when accompanying the representatives up to a maximum of one-half (1/2) hour.

ARTICLE XV – BULLETIN BOARDS

The Company will permit the use of two designated bulletin boards for the purpose of posting the following official union notices, meetings, appointments, and elections. Any and all other notices to be posted on these boards must first have the approval of the General Manager or his designated representative.

ARTICLE XVI – GRIEVANCE PROCEDURE

- A. A grievance is defined to be any question or controversy between the Employer and one or more employees or the Union as to the interpretation or application of or compliance with any terms of this Agreement.
- B. Should any grievance arise, there shall be no suspension, or work on account thereof, but an earnest effort shall be made to settle it promptly in the manner set forth below. A settlement in any step shall close the matter and a failure to appeal to the next step within the time limit prescribed shall be considered as a settlement. Grievances shall be processed during non-working hours, except as provided in the First Step. Grievances must be reduced to writing before processing to the Second Step upon forms to be mutually agreed upon. The procedure shall be as follows:

First Step:

The oral grievance shall be presented to the group leader within three (3) working days after the occurrence of the matter which is the subject of the grievance.

Grievances may be presented to the group leader during working hours when such grievances concern matters requiring immediate resolution. The grievance shall be discussed among the aggrieved employee, a Union representative if the employee so desires, and the Supervisor.

Second Step:

If the dispute is not settled at the First Step, the written grievance may be referred to the Plant Manager within five (5) working days. The grievance shall be discussed among the aggrieved employee, a Union representative, and the Plant Manager.

Third Step:

If the dispute is not settled at the Second Step, the grievance may be referred to the International Representative of the Union of the Employer within seven (7) working days, or more, if mutually agreed upon, after receipt of the Company's written answer. The Aggrieved employee, a representative of the Local Union, the International Representative of the Union, and the Plant Manager shall consider the grievance.

Fourth Step:

If the dispute is not settled at the Third Step, the grievance may be appealed to an impartial arbitrator, provided notice of appeal to arbitration is served with fourteen (14) working days after receipt of the Company's final written answer. The arbitrator shall be selected by mutual agreement of the parties, and if no agreement is reached within ten (10) working days after notice of appeal, either party, with notice to the

other, may request the Federal Mediation and Conciliation Service to submit a list of arbitrators. The arbitrator shall be selected by the parties alternately striking names from the list until one name is left. Decisions of the arbitrator shall be final and binding on both sides. The arbitrator shall have the authority only to rule upon the interpretation and application of this Agreement and shall have no power to either add to or detract from the Agreement. The expenses incident to the arbitration, and including the arbitrator's salary or fee, shall be paid equally by the parties.

ARTICLE XV11 – DISCHARGE OF DISCIPLINE OF EMPLOYEES

- A.** The right to discharge or discipline employees shall be the prerogative of the Employer, except that no discharge or disciplinary action shall be made without proper cause.
- B.** An employee shall be peremptorily discharged. In all cases in which the Employer may conclude that the employee's conduct may justify discharge, he shall be suspended initially for five (5) calendar days. During this period of initial suspension, the employee may, if he so requests, have a hearing before the Plant Manager and his Grievance Committeeman. After such hearing or if no hearing is requested, the Employer shall determine the ultimate disposition of the discipline. If the employee is not satisfied with the ultimate disposition, he may file a grievance in Step 3 of the grievance procedure within five (5) working days after notice of the disposition.
- C.** Any grievance with respect to any disciplinary action taken by the Employer shall be filed in Step 2 of the grievance procedure within five (5) working days after the

action complained of has occurred. Failure to file a grievance with this five (5) working day period shall preclude the filing of a grievance.

D. Employer shall adhere to the following schedule of progressive discipline in dealing with absentee and/or tardiness cases:

1. Oral warning
2. Written warning
3. Suspension of up to three (3) working days
4. Discharge

ARTICLE XV111 – SUPERVISORS –BARGAINING UNIT WORK

Supervisors will not perform work on a job normally performed by an employee in the bargaining unit, but they are not prohibited from performing experimental work, demonstration work for the purpose of training employees, work required by emergency conditions.

ARTICLE XIX – UNION SHOP

A. 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 or execution date of this Agreement continue to remain members in good standing and those who are not members of the Union shall, within thirty (30) days after this Agreement becomes effective, become and continue to remain members in good standing in the Union. It is further a condition of employment that all employees under this Agreement who may be hired after this Agreement is effective shall be the 30th day following the

beginning of such employment become and remain members in good standing in the Union.

- B. The Company agrees to deduct from the wages of each employee, the monthly membership dues of the Union which shall be the amount designated by the International treasurer of the Union. The Company also agrees to deduct from the employee's wages if owed, initiation fees and other lawful assessments in an amount designated by the Union as approved and authorized by the International Union.

ARTICLE XX - WAGES

- A. The wage scales setting forth the hourly wage rates for the various classifications and occupations represented in the performance of all work are hereby accepted by the parties hereto as "Appendix A" which is attached and made a part of the Agreement. Wage rates for occupations not shown will be a matter for negotiation by the parties signatory hereto.
- B. Wage rates in effect, at the advertising date of a specific project regardless of the termination date of this Agreement and are not subject to renegotiation for the duration of that project.

ARTICLE XX1 - MEDICAL BENEFITS

- A. The Company shall continue to maintain during the life of this Agreement and furnish to the employees and Blue Cross/Blue Shield Major Medical Plan U for each employee and agrees to promptly pay the premium cost for said

hospitalization when due so that the employee and those members of his family defined and eligible under the hospitalization policy will be covered.

ARTICLE XX11 - PENSION PLAN

- A.** A Pension Plan to be known and designated as the “James F. Kemp, Inc., Pension or Profit Sharing Plant” shall be established and maintained during the life of this Agreement. The Company shall have the duty of administering said Pension Plan and to promulgate such rules and regulations as may be necessary for its efficient administration, all in accordance with and subject to the Internal Revenue Code and other applicable regulations or amendments thereto, so as to assure compliance with all applicable governmental regulations. The purpose of this Pension Plan shall be to provide and secure certain benefits to the Company employees.
- B.** The Company shall pay the Administrator or other person selected by the Company to administer the Pension Plan a sum not less than five percent (5%) of employee hourly wage on all hours worked by and paid to all employees covered by this Agreement, during each calendar month. Such payments shall be made by the Company to Administrator by the 10th day of the month succeeding the previous month’s work. The Company shall have the right to anticipate or prepay such payments at any time in any year. The payment or prepayment into the Pension Plan is subject to the Internal Revenue Code or other government regulations or amendments affecting said Pension Plan
- C.** The Union shall be entitled to have a list of employees and the amounts for whom the Company has paid into the Pension Plan.

ARTICLE XXIII - LEGAL ACTION

A. The parties agree not to sue each other or go into Court against each other without first bringing to the other's attention the nature of the grievance and attempt to settle it amiably or by arbitration as set forth in this Agreement, it being intended that arbitration as set forth in this Agreement, it being intended that arbitration shall be the legal remedy in the event of differences between the parties.

ARTICLE XXIV - TERMINATION

The terms and conditions of this Agreement shall continue in effect until midnight May 11, 2008. Sixty (60) days prior to May 11, 2008, either party may notify the other of his desire to meet in conference in McKeesport, PA, within thirty (30) days following such notice for the purpose of negotiating the terms and conditions of a new Contractual Agreement.

This Agreement shall become effective on May 11, 2005, and shall remain in effect until midnight, May 11, 2008, except as provided.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the

28 day of July, 2005

President

Leo W. Gerard

President (Human Affairs)

Leon Lynch Vice President
Frederick D. Redmond

President (Administration)

Tom Conway-Vice President
Thomas Conway

Secretary-Treasure

James D. English
James D. English

District 10

John DeFazio Director
John DeFazio

Representative

Dennis R. Fleming Staff
Dennis R. Fleming

FOR COMPANY:

1. [Signature]

2. _____

3. _____

4. _____

FOR LOCAL UNION 5852

x [Signature]

Ken Billson

APPENDIX A

Job Classifications & Rates of Pay

<u>Job Title</u>	<u>5/11/05</u>	<u>5/11/2006</u>	<u>5/11/07</u>
Group leader	\$18.00	Wage Reopener	Wage Reopener
Maintenance man & Electrician	15.00	“ “	“ “
Welder & Burner Learner	12.00	“ “	“ “
General Labor	10.00	“ “	“ “
Learner Rate of Progression	7.25	After 6 months “ :	

The Company may, at their discretion, bypass any step of the Learner's program and upgrade employees on individual qualifications. This will in no way be used to set any precedents(s) concerning the Learner's program.

APPENDIX B

5% Paid to James F. Kemp, Inc. - Profit Sharing Plan

1. Plant consists of: Side Fund and Insurance
2. Administered by General American Life Insurance Company, St. Louis, MO
3. Richard G. Kemp, Trustee and Bonded.

NOTE: Upon receiving information from General American Life Insurance Company, (8-10 weeks), James F. Kemp, Inc. will distribute said information to all Union employees.

EXTENSION AGREEMENT

Agreement made this 21st Day of April 2016, between JAMES F. KEMP INC. and the UNITED STEELWORKERS on Behalf of Local Union 5852-05.

All agreements between the parties which would otherwise terminate on April 24, 2016, pursuant to notices heretofore served are hereby extended on a day-to-day basis subject to forty-eight (48) hours notice from either party of their desire to terminate this extension agreement.

In consideration of this extension, the Company agrees: (1) That it will provide on a retroactive basis to April 24, 2016, all wages and benefits agreed to by the parties.

The company and the Union hereby also agree that the Union, in heretofore providing notice of termination (or reopening) has fully and completely complied with its notices under all of the agreements between the parties and under Section 8(d) of the Labor Management Relations Act, 1947. They further agree that in the event this Extension Agreement terminate without new (or modified) contracts having been mutually agreed to by the Company and the Union, the Union shall not be required to provide any further notice, either under such agreements, or under Section 8(d) of the Labor Management Relations Act, 1947, in that the notices heretofore served with respect to such agreements shall be deemed to apply to this Extension Agreement and this Extension Agreement shall not be construed as imposing any additional requirements or obligations under the Union to provide any further notice under

Section 8(d) of the Labor-Management Relations Act, or otherwise. The Company further agrees that it will not take any action under the Labor Management Relations Act, 1947, or otherwise, against the Union, its officers and members, because the Union does not furnish any additional notices under Section 8(d) of such Act, or otherwise, following the execution of this Extension Agreement.

UNITED STEELWORKERS
LOCAL UNION 5852-05



JAMES F. KEMP INC.


