

K# 9525



**AGREEMENT**

between

**REVERE COPPER PRODUCTS, INC.  
ROME, NEW YORK**

and

**LOCAL NO. 2367  
UNITED AUTOMOBILE, AEROSPACE & AGRICULTURAL  
IMPLEMENT WORKERS OF AMERICA  
(UAW)  
ROME, NEW YORK**

May 1, 2014



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**AGREEMENT**  
**between**  
**Revere Copper Products, Inc.**  
**And**  
**Local No. 2367**  
**United Automobile, Aerospace & Agricultural**  
**Implement Workers of America**  
**UAW**  
**Rome, New York**

**ARTICLES OF AGREEMENT**

Made this 30th day of April, 2014 between Revere Copper Products, Inc. with offices and place of business at Rome, New York (hereinafter referred to as **COMPANY**), and Local No. 2367, United Automobile, Aerospace & Agricultural Implement Workers of America (UAW), of P.O. Box 4217, Rome, New York, acting as representatives for and on behalf of employees of Revere Copper Products, Inc. (hereinafter referred to as **UNION**). This Agreement shall supersede the Articles of Agreement and the Supplements dated April 30<sup>th</sup> 2011, and any extensions or amendments thereto between the parties hereto.

**ARTICLE I**

**Purpose**

It is the purpose of the parties hereto by this Agreement to promote and improve harmonious industrial and economic relationships between the **COMPANY** and its employees, and to set forth herein the basic agreement covering rates of pay, hours of work, adjustment of grievances and conditions of employment to be observed between the parties hereto. All supplementary agreements to become effective will be reduced to writing and signed by the duly authorized officials of the **UNION** and the **COMPANY**.

**ARTICLE II**

**Recognition**

1. This Agreement applies to all hourly-rated production and maintenance employees including hourly-rated factory clerical and hourly-rated laboratory employees and excluding all supervisors, plant protection, managerial and confidential employees and all salaried employees.
2. The **COMPANY** recognizes the **UNION** as the sole collective bargaining agency for all employees of the **COMPANY** who come within the provisions of this Agreement as set forth in the preceding paragraph in respect to rates of pay, wages, and hours of employment or other conditions of employment.
3. Section (a.)
  - i. All employees, not later than the 31st day following the beginning of their employment or the 31st day following the effective date of this Agreement, whichever is the later, must as a condition of employment, be or become members of the **UNION** and remain members for the duration of this Agreement.
  - ii. Employees rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement shall comply with the conditions and requirements of

Section(a)(i) above not later than the 31st day following their reemployment or employment (as the case may be) in the bargaining unit.

iii. Employees who are on lay-off, leave of absence or absent due to injury or illness and who are not already members of the **UNION** shall comply with the conditions and requirements of Section (a) (i) above not later than the 31st day following their return to work.

b. An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership in the **UNION** shall be deemed to meet the conditions of (a) above.

c. No employee shall be terminated under this Section 3, however, unless:

- i. The **UNION** first has notified him/her by registered letter addressed to him/her at the address last known to the **UNION** concerning his/her delinquency in not tendering periodic dues and initiation fees required under this Section, and warning him/her that unless such dues and fees are tendered within seven days, he/she will be reported to the **Company** for termination from employment as provided herein; and
- ii. The **UNION** has furnished the **COMPANY** written proof that the foregoing procedure has been followed but that the employee has not complied, and on this basis, the **UNION** has requested in writing that he/she be discharged.
- iii. The **UNION** shall promptly furnish the **COMPANY** a notarized list of its members in good standing as of the date of this Agreement. If any employee named on that list asserts that he/she withdrew from membership in the **Union** prior to that date, and if any dispute arises as to whether an employee was or was not a member of the **UNION** in good standing as of the date of this Agreement, the question as to withdrawal or good standing, as the case may be, shall be subject to the regular grievance procedure hereinafter provided in this Agreement.

4. The **COMPANY** agrees to deduct, for the period of this contract, **UNION** initiation fees, monthly dues, and general assessments from the wages of such members of the **UNION**, as individually and voluntarily certify in writing that they authorize such deductions. For the purpose of putting this provision into effect, the **COMPANY** will furnish the necessary authorization cards. The **COMPANY** shall make the deductions weekly for each employee who signs a card on the following basis:

- a. The **COMPANY** will deduct the current dues as directed by the Financial Secretary/Treasurer of Local No. 2367, UAW, from the check received by the employee on the payday falling on the second Thursday of each month from all employees authorizing dues deductions. Authorization cards must be delivered to the **COMPANY** on or before the last Thursday of the month preceding the first month in which dues are to be deducted.
- b. In the event of a member not working during the week the deduction is made, there will be no deduction made. Starting with the next week worked, the arrears will be deducted over the next three (3) weeks, excluding the week of the regular scheduled deduction.
- c. In the event of a new **UNION** member, a deduction for **UNION** initiation fees plus the current months' dues will be made from the check received by the employee on the payday falling on the second Thursday of the month following the presentation of the authorization card. The deduction of **UNION** initiation fees will be made only if properly authorized by the employee involved and if the **COMPANY** receives the authorization on or before the last Friday of the month preceding the month in which it is to be deducted.



- d. Assessments must be in compliance with the Constitution and By-Laws of the **UNION** and must be approved by the **UNION** and written notice of such approval given the **COMPANY** by the Financial Secretary/ Treasurer of Local No. 2367, UAW, before deductions shall be made. Such written notice must be delivered to the **COMPANY** on or before the last Thursday of the month preceding the month in which the deduction is to be made, and the deduction will be made on the same date that dues deductions are made.
  - e. In cases where an employee has not worked thirty-seven and one-half (37-1/2) hours or more during the four last pay periods in the previous month, no deductions will be made against the employee for **UNION** dues, and a list of all such employees will be furnished to the **UNION** in order that they may be given credits for unemployment dues.
  - f. All money so collected will be forwarded to the Financial Secretary/Treasurer of Local 2367, UAW, Rome, New York, once each month accompanied by a list of names, numbers, and the amount collected.
5. In order to enable the **COMPANY** to comply with the provisions of the foregoing Section 4, the list of members of the **UNION** to be furnished to the **COMPANY** in accordance with paragraph (f) of this Section shall show the name and number of each member who is employed. Thereafter, on or before the last Thursday of each month, the **UNION** shall submit to the **COMPANY** a notarized list showing the name, and number of each employee, who shall have become a member of the **UNION** since the past previous list of members of the **UNION** so furnished to the **COMPANY**.
6. The **UNION** shall also furnish to the **COMPANY** a certificate or certificates of the Financial Secretary/Treasurer or other proper officer showing the names and addresses of the respective duly authorized officers of the **UNION** to whom the amounts which shall have been deducted from the wages of employees through the Voluntary Check Off procedure shall be remitted.
7. The **UNION** shall indemnify the **COMPANY** and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reasons of any action that shall be taken by the **COMPANY** for the purposes of complying with the provisions of Sections 3, 4, 5 and 6 of this Article or in reliance on any list or certificates which shall have been furnished to the **COMPANY** under any of such provisions.
8. The **UNION** and the **COMPANY** agree that there shall be no collection of Union Dues, solicitation of membership in the **UNION**, or any other **UNION** activities on **COMPANY** time other than collective bargaining activities covered by this Agreement, nor shall there be any **UNION** meetings held on **COMPANY** property for discussion or consideration of **UNION** activities other than collective bargaining activities covered by this Agreement. The **COMPANY** agrees not to unreasonably withhold permission for union business relating to matters covered by this agreement.
9. The **COMPANY** shall furnish a bulletin board for the use of the **UNION** in each department. Such board may be used by the **UNION** for the posting of notices of **UNION** meetings, elections and results of elections. All notices posted on such boards shall be submitted to the Human Resources Department prior to such posting. The **UNION** shall designate an authorized representative to submit all notices to the **COMPANY**. In the event the **COMPANY** objects to a particular posting, before removing it, the **COMPANY** will request the **UNION** to do so.

10. It shall be the policy of the **COMPANY** and the **UNION** that there shall be no discrimination because of race, color, sex, religion, age, national origin, disability, veteran status or status as a disabled veteran. The **UNION** and the **COMPANY** will cooperate in making reasonable accommodations where such accommodation is necessary as a result of disability.

### **ARTICLE III** **Direction of Working Force**

1. The Management of the business of the **COMPANY** is the exclusive responsibility of the **COMPANY** subject only to any specific limitations contained in the express terms of this Agreement and any supplement thereto. In the discharge of such responsibility, the **COMPANY** retains the exclusive right to determine products to be manufactured, schedule of production, and the method and materials to be used. It shall also have the right to direct its personnel, to hire, suspend and lay off employees, to assign, transfer, promote and demote them, to discipline or discharge them for just cause, and promulgate, and enforce plant rules and regulations, and in general to maintain discipline, order and efficiency in the **COMPANY**, provided that claims of discriminatory promotion and of wrongful or unjust discipline or discharge shall be subject to the grievance procedure herein provided.
2. It is agreed that each employee in accepting or continuing in the employment of the **COMPANY** agrees to devote his/her entire time and best energies during working hours to the business of the **COMPANY**, as delegated to him/her by the **COMPANY**'s authorized representatives, to the end that his/her efficiency and productiveness may be increased, waste of material avoided, product quality enhanced and the manufacturing cost of any work or material upon which he/she may be engaged decreased.
3. It is the intent of both parties to this Agreement to cooperate in eliminating all unnecessary waste and inefficiency and in effecting mill economies.

### **ARTICLE IV** **Strikes**

1. The parties have agreed to a grievance and arbitration procedure to peacefully resolve all differences arising between the parties during the term of this Agreement. Accordingly, the parties agree that there shall be no lockout, strikes of any type or character whatsoever, suspension, cessation or stoppage of work, slowdown or interference with the free flow of labor to the employer during the term of this Agreement.
2. In all grievances submitted to binding arbitration in accordance with Article VII, Step 6, the decision of the arbitrator shall be final and binding on both parties.
3. In the event of any unauthorized strike of any type or character whatsoever, suspension, cessation or stoppage of work, slowdown or interference with the free flow of labor to the employer by any covered employee or employees, the **UNION** will within 24 hours after written request direct the employees to resume normal operations and will not recognize or honor any picket line established by such individuals. No officer or authorized representatives of the **UNION** shall instigate, assist or

participate in any unauthorized strike of any type or character whatsoever, suspension, cessation or stoppage of work, slowdown or interference with the free flow of labor to the employer.

4. The **COMPANY** reserves the right to discipline any employee taking part in any violation of this Article of this Agreement.

#### **ARTICLE V** **State and Federal Statutes**

In the event of any of the provisions of this Agreement shall be in conflict with any State or Federal Statute, such State or Federal Statute shall govern.

#### **ARTICLE VI** **Joint Objectives**

1. It is the desire of the **COMPANY** to grant all employees a fair day's pay for a fair day's work, and it is the desire of the **UNION** to obtain from its membership a fair day's work for a fair day's pay. It is the intent of both parties to this Agreement to cooperate in eliminating grievances, waste and inefficiency, and in effecting mill economies.

2. The **UNION** will cooperate with the **COMPANY** in the correction of conditions which are contrary to this principle, so that the **COMPANY** can obtain the highest level of employee performance and efficiency consistent with safety, good health, and sustained effort, and so that both parties to this Agreement may enjoy the maximum benefits possible from their productive capacity.

3. After review and consideration of this Article, during the 2011 Negotiations, both parties to this Agreement hereby reaffirm their understanding and support of the concept and objectives of the provision as stated.

#### **ARTICLE VII** **Plant Accident Prevention**

1. The **COMPANY** and the **UNION** agree that a practicable, workable and effective accident prevention program is a highly desirable goal of both parties and deserves the full support of all members of Management, Union Officials and employees. Therefore, a Joint Company Safety Committee including the Shop Chairman, the Union Safety Coordinator, appointed by the Shop Chairman will meet regularly to review, discuss and promote accident prevention activities.

2. Both parties to this Agreement recognize that in order to eliminate accidents all concerned must cooperate fully to promote a high degree of safety awareness on the part of all employees.

**ARTICLE VIII**  
**Successorship**

The employer recognizes the "successorship" concept as defined by the National Labor Relations Board under the National Labor Relations Act and should this operation be sold, prior to such sale the employer undertakes to communicate the above referenced rule on successorship obligations to the purchaser. The employer further undertakes to forward copies of this collective bargaining agreement to the purchaser of covered operations prior to consummation of sale of covered operations.

**ARTICLE IX**  
**Wages and Rate of Pay**

1. Wages and rates of pay are defined in Appendix B of this Agreement. In addition:
  - a. \$.40 general wage increase effective April 27, 2015
  - b. \$.50 general wage increase effective May 2, 2016
  
2. The Company shall not be obligated to compensate for any travel or walking time or time spent in preparatory and closing activities on the employer's premises, for which compensation is not paid under present practice, it being agreed for the purpose of this Agreement that because of the conditions prevailing with respect to such activities they are not compensable.
  
3. An employee temporarily transferred to a management job in accordance with the 1996 Memorandum of Agreement regarding Management Trainees shall receive a rate of pay equivalent to \$2.00 per hour above his/her regular payroll rate for the time spent on such a job. Rates of pay increments for Lead Person and Temporary Lead Person are \$2.00 and \$3.00 respectively, as described in the 2011 Memorandum of Agreement regarding Lead Persons.
  
4. Employees ringing in late or ringing out early will forfeit one-tenth of an hour for each six (6) minutes or fraction thereof they register after starting time or before stopping time.
  
5. All employees who work on the afternoon shift shall be paid fifty-five cents (55¢) per hour premium for all hours worked on their regular shift and all employees who work on the midnight shift shall be paid sixty cents (60¢) per hour premium for all hours worked on their regular shift.
  - a. For the purpose of this section only, hours worked in excess of eight (8) hours will not be considered part of the regular shift, and will be subject to any premium rates provided for the respective shifts in which they are worked.
  
6. The regular established workweek for payroll purposes shall include any hours between 11:30 P.M. Sunday and 11:30 P.M. the following Sunday. The regularly scheduled workweek shall be Monday through Friday whenever it is practicable and the work is available.
  
7. Position rates for new or substantially modified positions will be determined by a representative of the COMPANY's Human Resources Department. The new position rate will be submitted to the UNION for discussion along with a position outline.

8. All position rates now in effect shall be considered as "established" for the period of this Agreement and not subject to change unless a substantial change in job content occurs which warrants a restudy.

9. Except for Spare Helper, Movement within the rate range of the job classification shall take place every thirteen (13) weeks provided the employee is retained on the job. In exceptional cases where it is claimed the employee cannot meet the full requirements of the job, the rate increase will be delayed until such time as the requirements of the job are fulfilled. The regular Grievance Procedure may be invoked if it is felt the **COMPANY's** refusal to grant the increase is arbitrary.

10. A schedule of the new base rates for positions covered by this agreement is set forth in the Revere Rate Structure. In no case will employees be paid less than the machine rate, unless the employee occupies the Spare Helper position or a position that includes the Core Competency Premium.

## ARTICLE X Seniority

1. Company Seniority shall be defined as the employee's continuous length of service with the **COMPANY**.

2. Employees shall be regarded as probationary employees and shall have no seniority for the first one hundred and fifty (150) days of employment. There shall be no responsibility on the part of the **COMPANY**:

- a. For the continued employment of such probationary employees, or
- b. For their re-employment if they are laid off during said period. After one hundred and fifty (150) days of continuous employment, the names of such employees shall be placed on the Company Seniority list.

3. On or after February 12, 2001, seniority of employees who start work on the same day will be determined using the last four (4) digits of the employees' Social Security number. The employee(s) with the lowest number(s) will be considered the first hired. In these cases, the actual length of seniority will be used to determine benefits eligibility, vacation and probationary period.

4. Any permanent employee who is laid off due to a reduction in forces will continue to accrue seniority for the first sixty (60) calendar days of lay-off. If recalled to work during this sixty day (60) period for more than fifteen (15) consecutive calendar days, he/she will again accumulate seniority for the first sixty (60) calendar days of any subsequent lay off.

- a. Any permanent employee who is absent because of sickness will continue to accrue seniority for a period of twenty-four (24) months from the last day worked at which point the employee will cease accruing seniority. Any permanent employee who is absent because of having sustained a compensable injury while in the employ of the **COMPANY** will continue to accrue seniority for up to thirty-six (36) months from the last day worked. In either case, seniority accrual will cease if the employee works elsewhere. Employees absent due to occupational or non-occupational injury or illness will retain the rights to their "bid job" for a period of up to twelve (12) months from the commencement of the period of disability.
- b. An employee who returns to work following a period of sickness/disability and who works six (6) consecutive months will be eligible for a new twenty-four (24) month seniority accrual

period under Article X.4.a. An employee who returns to work following a period of sickness/disability of less than twenty-four (24) months, but who does not work for six (6) consecutive months prior to being absent again because of the same sickness/disability will be able to accrue seniority only for the balance of the twenty-four (24) months that was not used during the prior absence(s).

c. An employee who does not return to work within twelve (12) months of the date that the employee ceased accruing seniority under Article X.4.a will lose his/her seniority and be separated from employment with the Company. An employee who does return to work within twelve (12) months must work for six (6) consecutive months prior to being absent again because of the same sickness/disability or the employee will lose his/her seniority and be separated from employment with the Company.

d. When an employee ceases earning seniority under Article X.4.a, the COMPANY will send the employee, with a copy to the Union, a notice advising of the employee's seniority status and the terms of Article X.4.c of this agreement.

5. The **COMPANY** will furnish the **UNION** with a complete and accurate seniority list showing the total seniority credits held by each employee at the end of each calendar quarter.

6. For seniority purposes there shall be five (5) departments as follows: (1) Bar Mill, (2) Laboratory, (3) Mechanical, (4) Rolling Mill and (5) Cast Shop. Nothing in this article will serve to limit the **COMPANY'S** right to temporarily transfer an employee to a different department because of work load. Temporary transfers will be limited to the lowest seniority person in the affected department that has an open job and will be limited to five (5) consecutive work days.

7. The local President, Recording Secretary, Members of the **UNION** Committee, and Department Stewards, shall have a higher seniority credit during the term of their office than any other employee within this unit in their respective departments. This provision will not be used for the purpose of filling new jobs, vacancies, promotions or retention of bid jobs, other than regular seniority would permit in any other instance, but he/she will not be displaced by a senior employee. It is understood by the parties that **UNION** officials possessing preferential seniority under this provision will only use such preferential seniority to remain in the area and/or shift which they represent. When his/her regular job no longer exists, he/she will be permitted to displace the employee with the least seniority on his/her shift provided he/she has the immediate ability to do the job.

8. In filling new jobs, vacancies and promotions within the unit, preference shall be on the basis of Company seniority provided the applicant has the necessary skill and ability. However, in filling new jobs occasioned by the replacement of old equipment with new or by the transfer of machines from one department to another, first preference will be given the employees on the replaced or transferred equipment provided they are physically qualified, have the immediate ability to do the job, and indicate their preference at the time the equipment is replaced or transferred.

9. In filling new jobs, vacancies and promotions as outlined in Section 16(a), the **COMPANY** will post the opening at the plant entrance at Gate 1, in accordance with the following:

a. The opening will be posted at Gate 1 for forty-eight (48) hours, excluding weekends and holidays.

- b. To be eligible to bid on an opening, the employee must be regularly assigned and be actively at work during the posting period and have at least six (6) months of Company seniority. Employees may bid while on 14<sup>th</sup> Day of Rest, Vacation, Jury Duty, Funeral Leave or Union Business.
- c. Bids must be in writing stating the employee's name, clock number and Company seniority. The security guard receiving the bid sheet will sign and date it and give the employee a copy.
- d. The job preference shall be on the basis of Company seniority provided the applicant has the necessary skill and ability.
- e. The Company will notify the successful bidder as soon as practical following the posting period. A bidder will be excluded from bidding their own job within the same cycle of bids. However, a bidder will not be excluded from bidding another job within the same bidding cycle.
- f. Employees having six (6) months but less than one year of Company seniority will be permitted to bid successfully only once during that six (6) month period. In cases where the Company shuts down the bid job following a successful bid, the bid will not count for purposes of this restriction.
- g. Employees having twelve (12) months but less than thirty-six (36) months of Company seniority will be permitted to successfully bid only twice during that twenty-four (24) month period. However, before hiring from the outside, the Company will consider bids from employees otherwise prohibited by this restriction based upon superintendent discretion and operational needs. In cases where the Company shuts down the bid job following a successful bid, the bid will not count for purposes of this restriction.
- h. In the event an employee with more than six (6) months, but less than thirty-six (36) months seniority successfully bids to a position of operator, and remains in that position for a period of one (1) year or more, that bid will not be counted in the application of sub-paragraphs (f) or (g) of this Section.
- i. Upon accepting and being assigned to a critical position, as defined in a separate memorandum regarding Protected Jobs, dated 5/14/2005 (as modified), the employee will be obligated to spend one year on the position. This one year period will begin with the date the employee is notified of the assignment. This restriction will not apply if the employee is bidding to another job on this protected jobs list.
- j. The names of prior job bid holders will be included on all job postings as a reference for prospective bidders.
- k. Job postings will be made available on the Company's internet site and at the Company's front gate security so that employees who are not in the plant may inquire and provide their bid.

10. An employee who for any reason is unable to perform the duties of his/her job will be assigned to an available opening or to the work of the employee with the least departmental seniority, regardless of shift, provided that he/she has the immediate ability to do it.

11. If it is determined by Supervision that a bidder from the Mechanical Department would have a reasonable chance of performing the duties of a particular permanent skilled labor job even though the individual has not previously been classified to that job then the job will be awarded to the individual and a trial period of 60 days granted. If at the end of the trial period the individual is unable to perform the duties satisfactorily, the regular steps outlined in Section (c) above for removal from the job will be followed.

12. When there is a reasonable doubt in the mind of the Supervisor regarding an employee's claim to have the immediate ability to perform an available job, the employee will be assigned to the job for up to five shifts to give the employee the opportunity to demonstrate immediate ability.

13. Job Bid Awards:

- a. For Operation job bid awards, the successful candidate will be placed to their bid position no later than 45 days from the time the job bid is removed from the board.
- b. For Maintenance, provided an internal, qualified employee can be re-assigned to cover the duties, the successful candidate will be placed to their bid position no later than 45 days and the hourly base rate of pay for the bid position, including any shift-differential will be paid at 45 days. If the employee cannot be placed, they will be paid the hourly base rate of pay for the bid position, including any shift-differential at 45 Days and the Company will notify the Union of its plan and timeframe for placing the employee.

14. Seniority rules shall not apply in cases of temporary layoff. During the temporary period the employee may be assigned to an available opening. A temporary layoff is a layoff of no more than fourteen (14) consecutive calendar days, unless the COMPANY and the UNION mutually agree to extend the fourteen (14) day period. Days paid in accordance with New York State Shared Work do not count as days temporarily laid off. An employee cannot be placed on temporary layoff for more than twenty-eight (28) calendar days per calendar year. A total plant shutdown (excluding the maintenance department) is not considered a temporary layoff. At the conclusion of the temporary layoff period, if the continued layoff of an employee(s) is still necessary, the seniority provisions of the Collective Bargaining Agreement will be applied. The COMPANY and the UNION may also agree to allow a more senior employee(s) to take a voluntary temporary layoff if the Department Superintendent is satisfied that there will be the skills required to maintain efficient operations.

15. An indefinite layoff is a condition under which an employee would be out of work for an indefinite period of time unless he/she were permitted to replace another worker on the basis of seniority. In the event of an indefinite layoff:

- a. The employee may exercise his/her plant seniority in the following manner, provided he/she has the immediate ability to perform the available work satisfactorily with adequate instruction in accordance with the Memorandum of Agreement on Protected Jobs dated July 15, 2009.
- b. Replace any worker with less seniority in the Company.
- c. When a worker exercises his/her seniority to replace another worker, his/her former job will be considered to be a vacancy when and if operations are resumed.
- d. In the event of a layoff that would require WARN Act notification, the above provision pertaining to immediate ability will be modified to provide for the placement of senior employees. The details of this provision are contained in a separate memorandum of agreement dated February 14, 2001.

16. Employees in apprenticeable trade classifications who are laid off may, if not qualified in another apprenticeable trade classification, elect to exercise their seniority in a non-apprenticeable classification in accord with the applicable sections of the Labor Agreement or be laid off without jeopardizing their right to recall. Apprenticeable trade classifications are: 902 - Tool and Die Makers, 955 - Maintenance

Mechanic and 988 - Electronic Technician. Also included for seniority application only are: (917 - Roll Grinder, 926 - Auto Mechanic (Tractor, Trucks, etc.) and 948 - Carpenter.

17. Employees electing to be laid off under such conditions will have right to recall only to their former apprenticeable trade classification when their departmental seniority and ability warrant their recall.

a. However, employees who elect to be laid off in accordance with the above may be recalled before new employees are hired in non-apprenticeable trade classifications if the laid-off employees notify the Human Resources Department in person at least two (2) weeks in advance of their desire to be recalled.

b. Employees who elect to not exercise their seniority in a non-apprenticeable trade classification will have right to recall in accordance with Article V, Section 19(g) but not to exceed two (2) years. However, if prior to the expiration of the two (2) year period the employee notifies the **COMPANY** of his/her desire to be considered for return to a non-apprenticeable trade classification, in accordance with paragraph 3 above, the two (2) year limitation shall no longer apply.

18. Employees who are laid off from their apprenticeable trade classification and who elect to use their seniority for placement in a non-apprenticeable trade classification must, if later laid off from the non-apprenticeable trade classification, return to work when recalled to any classification or lose all seniority and right to be on a seniority list.

19. An apprenticeable trade employee working in a non-apprenticeable trade classification will return to his/her former classification when an opening arises and his/her seniority and ability warrants his/her return.

20. The order of re-hiring shall be governed by Company seniority.

21. The determination of whether or not an employee has the ability to perform an available job satisfactorily will be based on the employee's having previously demonstrated satisfactory performance which would fit him/her for the job.

22. Apprentices will be placed in departments in a ratio not to exceed one apprentice to eight journeymen. However, in the event of any emergency which makes it advisable to expand the training program, the Management and the **UNION** Committee shall cooperate to resolve the problem of increasing this ratio. An interpretation regarding the application of this provision is contained in a separate Memorandum of Understanding dated October 3, 1994.

23. Re-employed veterans and employees with seniority who are unable to perform their normal regular job due to certified service injury or industrial disability incurred at the **COMPANY** may carry their plant seniority into any department to which they may be transferred.

24. Supervisors may perform production work only in emergencies.

25. In the event a former Bargaining Unit employee were to be re-hired by the Company into an hourly position within the Bargaining Unit, their Union seniority would be designated at least one day less than the lowest of all current members. Company seniority will be used for the vacation allotment calculation.

26. An employee shall lose his/her seniority and right to be on the seniority list if:

- a. He/she quits.
- b. He/she is discharged for cause.
- c. He/she is absent for three (3) consecutive working days while regularly employed without notifying the **COMPANY**.
- d. He/she does not return to work when called while laid off, unless he/she furnishes the **COMPANY** within five (5) days a satisfactory reason for not returning.
- e. He/she exceeds a leave of absence granted by the **COMPANY**.
- f. He/she accepts other employment while on leave of absence granted by the **COMPANY** except as provided in Article VIII.
- g. He/she is laid off for a period of more than the number of days equal to his/her length of seniority with the **COMPANY** at the time of his/her layoff.
- h. He/she retires, under the terms of the Pension Plan, provided that an employee who has been retired on a total and permanent disability pension and who thereby has broken his/her seniority in accordance with the above shall, if he/she is subsequently re-employed be credited with the seniority he/she possessed at the time his/her disability began.
- i. He/she refuses placement in an alternate duty position that he/she is qualified to perform and that is within the physical limitations specified by a physician. In the event the employee's physician and the **COMPANY'S** physician do not agree on the return to work, the opinion of a third physician will be obtained by mutual agreement to decide the issue.

## **ARTICLE XI**

### **Overtime**

#### **I. Monday-Friday Overtime**

1. Monday- Friday overtime (daily) is voluntary.
2. Overtime hours worked, Monday through Friday, will be recorded on the Weekday Overtime Equalization Lists in the Employee's respective equalization group.
3. Daily overtime scheduling errors will be corrected through makeup work.

#### **II. Weekend Overtime**

1. Weekend overtime may be forced if there are insufficient volunteers.
2. Employees will not be forced to work overtime if he/she has a satisfactory reason. Examples of reasons that are satisfactory include, but are not limited to the following: 1) employee has been previously granted vacation leave 2) working the overtime assignment will cause the employee to work in excess of 13 consecutive days 3) the employee is absent on paid funeral leave 4) the overtime assignment falls on a paid holiday 5) employee has been summoned and is serving jury duty 6) the employee has been given permission by his supervisor to be absent that day with at least 30 days advance notice 7) the employee is required to perform military duty 8) the overtime assignment would prevent her/him from attending a college class for which he/she is enrolled ).



3. The forced list is a rotating list that starts with the person with the least amount of seniority at the bottom. The forced list does not change unless it becomes necessary to force an employee to work.
4. Employees who have been forced to work will have their names placed on the top of the force list used for the purpose of determining which employees will be forced in the event there are insufficient volunteers.
5. An employee forced to work overtime who does not report or who refuses, will remain at the bottom of the rotating seniority list used for the purpose of determining which employee will be forced in the event there are insufficient volunteers.
6. Employees who are forced to work overtime and refuse or do not report may be subject to the progressive disciplinary policy beginning with a written warning. No employee may be discharged due to a refusal or failure to report and failure to report will be considered a separate track for progressive disciplinary purposes.

### III. General

1. Time and one-half shall be paid for all work over eight (8) hours in any one day. Time and one-half shall be paid for all work done on Saturday. Double time shall be paid for all work done Sunday. In addition to pay for the holiday, double time will be paid for all work done on the following holidays:

- New Year's Day
- Memorial Day (Last Monday in May)
- Fourth of July
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Day before Christmas
- Christmas Day
- Day before New Year's

2. Whenever an employee is required to work more than twelve (12) consecutive hours, the consecutive hours in excess of twelve(12) will be paid at double time rate.
3. Time and one-half or double time, shall be computed on the employee's average straight time hourly rates, including shift premium, earned during the week involved.
4. Employees will not be required to work on any holiday recognized as a paid holiday in the Labor agreement.
5. When an error is made in weekend overtime solicitation, payment will be made for all hours worked, at the appropriate rate of pay, to the employee(s) lowest in hours who was not offered work and an employee(s) was permitted to work whose overtime hours were greater than the employees who was not allowed to work.

6. In the situation where/when overtime shifts of varying lengths are required to do work, e.g. eight (8) hours shifts and five (5) hour shifts; Management will first canvass the affected equalization groups(s) and schedule eight (8) hour shifts. Thereafter Management will canvass and schedule the affected equalization group(s) for the remaining five (5) hours shifts.

#### **IV. Hold-over Overtime for Weekday and Weekend**

1. In the event that two hours or less of overtime is required, management may ask employee(s) performing the work in question to stay over to work the hours in lieu of calling in an employee normally assigned to that shift or soliciting using the Overtime Equalization list.
2. In the event that "hold-over" (not pre-arranged) work is required at the end of a shift, the employee(s) performing the work in question may be asked to continue working. This will be on a voluntary basis and the employee will be paid a minimum of one (1) hour.
3. Generally, hold-over overtime will be less than two (2) hours in duration.
4. No Skilled Trade employee with 12 hours discrepancy in their overtime equalization list will be offered hold-over overtime, unless other eligible employees refuse the offer.

#### **V. Equalization Groups and Charging Overtime Hours:**

1. Overtime is tracked and equalized annually and will be zeroed every January 1<sup>st</sup>.
2. When compiling initial equalization group list, all employees will be listed in seniority order. Employees with the most seniority will be the persons with the first entitlement to any overtime work scheduled until all employees in the affected groups(s) have some charged hours. Thereafter, employees will be scheduled and/or charged per the terms of this agreement.
3. Management will provide the Bargaining Committee Chairperson with a "master copy" of the Equalization List on a weekly basis, which may include the use of electronic posting.
4. When a seniority Employee is permanently transferred into a new equalization group, they will be charged with:
  - a. The high of the new group if their pre-existing hours were high or higher.
  - b. Their pre-existing hours if these fall between the high and low of the new equalization group.
  - c. The low of the new group if their pre-existing hours were lower than the low of the new equalization group.
  - d. Employees who are on a leave of absence for any reason for a period in excess of thirty (30) calendar days will be charged with the mean average of the equalization group to which they are assigned upon their return to work.
5. Non-seniority Employees, excluding bid job holders, will not be eligible to work overtime, except in augmentation situations, and when they acquire seniority they will be charged with the mean average of the equalization group to which they are assigned to work.

6. Table

Overtime Scenario	Outcome of Charged Hours
Called At Home	Not charged unless worked
Not Present in Plant at Time of Opportunity	Charged on list in question
Extra Work Periods or Part Time Operations	Not charged; work assigned based on seniority
Grievance Payment	Charged on list in question
Not Qualified or Prohibited by Law	Not charged
Modified Work or Medical Restriction	Not charged
Maintenance Weekend Overtime (full shift), other than your own	Not charged
Maintenance Weekend (partial shift) other than your own	Charged for opportunity and work
Production Weekend (full shift) other than your own	Not charged
Production Weekend (partial shift) other than your own	Not charged unless worked
Weekday Overtime (partial) Production and Maintenance	Charged for opportunity and work
Production and Maintenance (full shift) own shift	Charged for opportunity and work

7. An Employee returning to the Bargaining Unit from a job outside the Bargaining Unit shall be charged with the high hours of the group in which the Employee is assigned to work.

8. Employees while on modified work or medical restrictions will not be permitted to work overtime unless the job(s) they are assigned to during the week is performed on overtime.

9. When there is an insufficient number of volunteers available to perform the overtime work available on the shift of a given equalization group, Management may augment that group with volunteers from another shift of equalization groups and/or classification.

a. This will not expand existing groups nor extend to any employee the right to equalize in any group other than the employee's assigned group, except by mutual agreement, in the event of temporary assignment.

10. By mutual agreement, at any time an inequitable imbalance of charged hours is created by heretofore unforeseen occurrences, the parties can adjust any inequitable imbalances in overtime hours in any particular equalization group(s) at any time. Necessary adjustments of

this nature will be, prior to implementation, discussed and recorded in the minutes of a Step 3 Grievance Meeting(s).

11. Overtime hours charged will be recorded on the equalization list, on an hour-for-hour basis.

12. Equalization charts will bear the Employee's name, plant seniority date, classification, equalization group, current weekly charge, and a record of the Employee's accumulated hours.

- a. The equalization charts will be maintained and posted weekly by Management and the process for soliciting overtime opportunities can be conducted electronically.
- b. The equalization charts will be will be openly displayed in each department in such a manner that Employees involved may check their standing, which can include the use of electronic posting throughout the plant.
- c. The establishment of the equalization groups shall be made by mutual agreement between Management and the Bargaining Committee.
- d. The equalization groups are contained herein and made a part of this Agreement.

13. Production equalization of hours will be by machine, department and major shift unless otherwise mutually agreed.

14. Maintenance equalization of hours will be classification, department and major shift unless otherwise mutually agreed.

15. Major shift, for purpose of equalization of overtime hours, is defined as first, second, third, fourth, or fifth regardless of the number of shift starting times per major shift.

16. For purposes of offering overtime opportunities shifts other than the one on which the overtime is being scheduled, employees on the off-shift must make their availability known to supervision (which may include electronic methods) by Thursday 0930 of each work week.

17. Any discrepancies in charged overtime hours within any equalization group brought to the attention of Management will be promptly corrected, and the lists of charged hours posted by Management and actual payroll records will be the only list(s) used to resolve any disputes relative to the accuracy of charged hours in any/all equalization groups.

## **VI. Production Departments**

1. Production overtime assignments within an equalization group will be made first to the "bid job holder". In the event the bid job holder refuses, if there is no bid-job holder or if the bid-job holder is not available, overtime will be offered to the employee with the lowest hours who is within the affected equalization group. Selections will be made from the posted equalization of hour lists on a weekly basis beginning on Wednesday.

2. When an insufficient number of qualified volunteers (from all shifts) accept available overtime assignments, Management may force to work the person(s) in the affected equalization group(s), including employees holding the Spare Operator classification, with the least accumulated seniority, subject to the following:

- a. In no case will a Production employee be forced to work two (2) consecutive weekends.

b. In those cases where the equalization list does not include more than six (6) employees, management may force the bid job holder of the affected job(s).

3. For purposes of overtime administration only, the three (3) level III and the two (2) level II tractor drivers' designations have been created. These designations on each shift will continue to fill those jobs, in the event a tractor driver is still needed the overtime will then go to those qualified by low-hours. In addition, if the "bid job holder" within the tractor equalization group is not required due to production needs and is "low in hours" on the equalization list they will be afforded the same opportunity as any other bid job holder.

## VII. Maintenance Department

1. Employees will be offered the opportunity to work overtime on the basis of accumulated hours within their respective equalization group.

2. When it becomes necessary to canvass for overtime outside of the equalization list, the employee with lowest hours in the classification needed will be asked first.

3. When an insufficient number of qualified volunteer (from all shifts) accepts available overtime assignments, Management may force the person(s) in the affected equalization group(s) with the least accumulated seniority, subject to the following:

a. Management will not require a Maintenance employee to work two (2) consecutive major holiday weekends during a calendar year except in major emergency breakdowns. For this purpose, the following are considered major holiday weekends: Easter, Memorial Day, Independence Day (when observed in conjunction with weekend) and Thanksgiving. Also, for the purposes of this section, holiday weekend will be defined as including the Saturday and Sunday of the weekend.

b. Management will not force more than 2/3 of Maintenance employees in the affected equalization group(s) to work on a weekend unless it is for a major emergency breakdown. For purposes of above major breakdowns is defined as unforeseen failure of a machine, supporting equipment or system that affects plant output, efficiency or safety. As soon as the need for emergency repairs is known, management will notify the union.

4. In the event of an emergency (power outage, critical boiler room incident, major steam/water/air leak or similar situation) the Division will call in those residing within the Rome city limits first in the order that they appear on the call in list. If after following this procedure, more call-ins are required, they will be made from the remainder of names on the list in the order they appear based on hours. The union may review this list for accuracy upon request.

5. Call-in Leeway: Maintenance personnel can be called in on weekends and holidays up to two (2) hours prior to the start of their regular shift.

6. A Maintenance employee can accept overtime on another shift or in a different area provided the overtime need on their shift and in their classification has been filled.

## VIII. Cast Shop

1. Overtime for Casters will be scheduled based on "Turns"

2. Casting jobs (2058 and 1801 and 2058 Tractor will be scheduled before floor jobs and will be filled by fully qualified personnel.
3. Floor jobs (1800 saw and lining room) will then be scheduled.
4. The procedure for filling floor jobs in the Cast Shop is completed by splitting overtime with all other shifts and then with other qualified floor personnel.
5. Opportunities for floor jobs will be offered to the Spare Operator before Casters. Spare Operator must take Caster position before a floor position if one is available.
6. Fully qualified personnel will be used to cover the duties of 2058 Tractor in the event of a planned absence.
  - a. In such cases the 4<sup>th</sup> and 5<sup>th</sup> shift Casters will be the first employees called if the absence is on a Monday or a Tuesday and the Casters on the two adjacent shifts will be the first employees called if the absence is on a Wednesday or Thursday.

## ARTICLE XII

### Vacation

1. Eligibility for vacation and vacation allowance will be determined in January, based on time served in the prior calendar year and for application to the current calendar year.
2. Employees who have attained a seniority status of five (5) years but less than ten (10) years on January 1st, and who are eligible for a vacation allowance shall be entitled to two (2) weeks vacation.
3. Employees who have attained a seniority status of ten (10) years or more on January 1st, and who are eligible for a vacation allowance shall be entitled to three (3) weeks vacation.
4. The COMPANY shall determine whether or not to shut down for the purpose of vacation or repairs. If the COMPANY schedules a shutdown, business conditions permitting, the shutdown shall occur during July or August. The COMPANY will endeavor to announce any scheduled shutdown by May 1st. Vacation time off in excess of any scheduled shutdown may be taken during the calendar year if mutually satisfactory arrangements are made between the COMPANY and the employee involved.
5. All hourly-rated employees who have attained a seniority status of six (6) or more months on January 1st, will be entitled to a vacation allowance in 2010 in accordance with their seniority as follows:
  - a. Six months but less than five (5) years on January 1st, vacation allowance two (2) average week's base pay.
  - b. Five (5) years but less than fifteen (15) years on January 1st, will receive a vacation allowance equal to three (3) average week's base pay.
  - c. Fifteen (15) years but less than twenty (20) years on January 1st, will receive a vacation allowance equal to three and one-half (3-1/2) average week's base pay.
  - d. Twenty (20) years but less than twenty-five (25) years on January 1st, will receive a vacation allowance equal to four and one-half (4-1/2) average week's base pay.
  - e. Twenty-five (25) years or more on January 1st, will receive a vacation allowance equal to five (5) average week's base pay.



6. For computing an average week's base pay in accordance with paragraphs b through f above, the employee's base earnings, overtime premium and incentive earnings for all hours worked in the 52 full weekly periods immediately preceding January 1st, , excluding awards and vacation allowance shall be divided by fifty (50) (or multiplied by 2%). An average week's base pay for employees who have attained a seniority status of six (6)months, but less than one (1) year of service; shall be computed using the same method, but will be divided by the number of elapsed weeks from date of hire to January 1<sup>st</sup>.

7. Employees with one (1) year seniority or more as of January 1st, who are idle because of certified illness or industrial injury for a period of thirty(30) days or longer, shall have their base earnings (for purposes of vacation allowance computation only) computed on the following basis. Time lost for the above reasons shall be allowed on the basis of a forty (40) hour week and shall be credited to the employee's actual base earnings for the fifty-two (52) full weekly periods immediately preceding January 1st, , less any awards and vacation allowance, at the employee's average base rate.

8. Employees with one (1) year's seniority or more on January 1st, who are absent due to certified illness or industrial injury during the full fifty-two (52) weekly periods immediately preceding January 1st, shall not be entitled to a vacation allowance unless they shall have returned to work prior to the actual vacation shutdown period, in which event, the time lost shall be credited on the basis of forty (40) hours per week at the employee's regular base rate and this amount shall be considered as gross earnings for the purpose of vacation allowance computation.

9. In case of employees eligible for vacation pay, who are not working at the time of the vacation or employees who are inducted into the land or naval forces of the United States, the **COMPANY** will pay such employees the amount of their earned vacation allowance at the same time that employees who are at work receive such pay.

10. Vacation payments will be subject to all regular deductions.

11. Employees who quit or are discharged prior to January 1<sup>st</sup> shall not be eligible for vacation pay. Employees who retire under the Company Pension Plan will receive a pro-rated vacation allowance for the current year even though they retire prior to January 1<sup>st</sup>.

12. Employees who quit or are discharged between January 1st, and the actual payment of vacation allowance will be entitled to a vacation allowance.

13. Payment of the vacation allowance shall be made no later than January 31st of the year or may be deferred and paid at any time during the vacation year with at least two weeks advance notice.

**ARTICLE XIII**  
**Holidays, Funeral Leave and Jury Duty**

1. Paid Holidays:

a. Observance of the following holidays will be without any loss of basic normal pay by the workers. In addition, double time will be paid for all work done on the Holiday, except for the Holiday designated as "personal":

New Year's Day  
Memorial Day (Last Monday in May)  
Fourth of July  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Day before Christmas  
Christmas Day  
Day before New Year's  
Personal Holiday

b. Another day may be substituted for any of the above-listed holidays in accordance with the procedure listed in Section 7.

c. With the exception of the Day before Christmas and Day before New Year's, if one of the above-mentioned holidays falls on Sunday, it shall, for purposes of this section, be observed on Monday.

2. If any of the above holidays fall on Saturday, they shall be considered as scheduled workdays for the purpose of these paid holiday provisions.

3. Time off due to the observance of any of the above specified holidays will be paid for at the employee's regular classified payroll rate provided that:

- a. The employee has ninety (90) days service as of the date of the holiday, and
- b. The employee would have been scheduled to work on the day if it had not been considered a holiday, and;
- c. The employee has worked the scheduled working day before or the scheduled working day after such holiday.
- d. Employees who are absent the scheduled working day before or after such holiday due to a death or hospitalization in their immediate family and the period of absence does not exceed the scheduled working day before or after the holiday plus the appropriate bereavement period as specified in section 9 below, will receive holiday pay provided that the other eligibility requirements are met. (Immediate family will be defined as spouse, parents, step-parents, parents of current spouse, children, brothers, sisters, half-brothers, or half-sisters, grandparents or grandchildren).
- e. The employee has not been scheduled to work on the holiday.
- f. If the employee is scheduled to work on the holiday and fails to do so, except pursuant to sub-paragraph (d), he/she shall forfeit his/her right to holiday pay.

4. Employees with seniority who have been laid off or who are out on certified illness or compensable injury shall receive holiday pay provided they have worked during the week prior to or during the week in which the holiday falls.
5. When one of the above-mentioned holidays falls within an eligible employee's vacation period as scheduled by his/her supervisor and on a day when he/she would otherwise have been scheduled to work, he/she shall be paid for such unworked holiday.
6. When the same hours worked are subject to more than one premium rate only the greater premium rate shall be paid.
7. If either party to this Agreement desires to substitute another day as a holiday in place of one of the holidays listed in Sections 1.a, written notification of such request will be given to the other party at least thirty (30) days prior to the date of the substitute holiday, or the date of the holiday to be substituted, whichever is the earlier. If agreement is reached between the parties, it will be reduced to writing and signed by both parties within fifteen (15) days of the receipt of the request. If no written agreement is signed within said fifteen (15) days, each of the above listed holidays will be continued as a holiday and it will not be replaced as a holiday.
8. Personal Holiday:
  - a. One personal paid holiday designated by the employee
  - b. Employees must request in writing, the Superintendent of the department in which they are working at least seven calendar days before being approved to take this day off.
  - c. The day will be paid in the same manner and is subject to the same eligibility rules as other paid holidays.
  - d. Management will utilize a policy, similar to vacation scheduling, concerning the number of employees allowed to be off on any given day.
9. Funeral Leave:
  - a. If a seniority employee is absent from work due to a death in his/her immediate family:
    - i. He/she will be paid for the time lost (not exceeding 8 hours per day) at his/her classified payroll rate for a maximum of three (3) days from the date of death to the date of burial inclusive, and with the option for two (2) additional unpaid days, provided that all the days lost are within the regularly scheduled work week.
    - ii. However, in the event the employee attends memorial services in lieu of the funeral, the employee involved will be paid only for time lost on the day of such services at his/her classified payroll rate for not more than 8 hours provided the day is within the regularly scheduled work week.
    - iii. Regularly scheduled work week as used in this section shall be interpreted to include Saturday and/or Sunday provided the absent employee was scheduled (including a force situation) or normally would have been scheduled to work on either of these days.
    - iv. Immediate family for the purposes of this provision includes parents of current spouse, stepparents, brothers, sisters, half-brothers or half-sisters, grandparents or grandchildren.
  - b. In the event a seniority employee is absent from work due to the death of a parent, current spouse or child of the employee (including still born children), he/she will be paid for the time lost for a maximum of five (5) days from the date of death, provided that the absence(s) is within

the regularly scheduled work week. Such payment is subject to the same terms and conditions as other funeral pay as described in this Section 9(a).

c. In the event a seniority employee is absent from work due to the death of a brother-in-law or sister-in-law, or an Aunt or an Uncle, he/she will be paid for the time lost (not exceeding eight [8] hours) on the day of the burial, provided that the absence is within the regularly scheduled work week. Such payment is subject to the same terms and conditions as other funeral pay as described in this Section 9(a).

d. The **COMPANY** may request verification of the date of the funeral and relationship of the deceased.

#### 10. Jury Duty:

a. In the event an employee with one or more years of seniority is called for and reports for Jury Duty (even though he/she may not actually serve) or is called for and serves as a subpoenaed witness in a court of law, he/she shall be paid for time necessarily lost because of such Jury Duty or witness service, the difference between (1) his/her regularly scheduled shift hours, (less any regular shift hours actually worked on the day involved) at his/her classified payroll rate and (2) payment he/she receives for such Jury or witness service (not including travel allowance or reimbursement expenses by the Court).

b. The **COMPANY's** obligation to pay an employee for Jury Duty or witness service under this Section is limited to sixty (60) days in any one calendar year.

c. In order to receive payment under this Section, an employee must give the **COMPANY** prior notice that he/she has been summoned for Jury Duty or witness service and must furnish satisfactory evidence that Jury Duty or witness service was performed on the day, or days, for which he/she claims payment.

d. The provisions of this Section are not applicable to an employee who without being summoned volunteers for Jury Duty or witness service.

e. For purposes of this Section, "regularly scheduled shift hours" are limited to a maximum of eight (8) hours per day.

### ARTICLE XIV

#### Benefits

1. The details of the Cafeteria Plan of Benefits will be published in a booklet, a copy of which will be distributed to each employee.

2. Such program shall be in lieu of any and all other programs for group insurance benefits; including any now in effect, providing similar benefits, or payments to or for employees, during the term of this Agreement, or any extension thereof, it being intended by the **COMPANY** and the **UNION** that payments by the **COMPANY**, as herein provided, shall satisfy and fulfill every obligation of the **COMPANY** and the employees under any law providing for insurance benefits or payments to or for employees or their dependents as further described in the Master Plan Document, now or hereafter enacted during the term of this Agreement, or any extension thereof except as the **COMPANY** and the **UNION** shall in writing otherwise expressly agree.

3. The **COMPANY** retains the right to provide an equivalent plan of benefits covering medical, vision and dental expenses or life insurance through a different carrier or arrangement should premium increases exceed anticipated levels or the carrier not provide satisfactory service.
4. If the benefits or, the payments therefore by the **COMPANY**, as herein provided, shall not comply with or satisfy the requirements of any law, now or hereafter enacted during the term of this Agreement, or, any extension thereof, an appropriate adjustment of such benefits or payments therefore to conform to such law shall be made in such a manner that no increase in the aggregate amount of payments herein provided to be made by the **COMPANY** shall result from such adjustment.
5. Grievances of employees under the Program shall be adjusted in accordance with the provision of the applicable medical benefit plan or law and shall not be subject to adjustment under the grievance procedure of the **COMPANY** provided in Article VII of the Main Agreement, provided, however, this shall not prevent the employee or his/her representative discussing a grievance with the Employee Relations Manager of the **COMPANY**, or the Employee Relations Manager discussing such grievance with the insurance carrier.
6. Effective January 1, 2013 employees will contribute 25% of the applicable premium toward the cost of cafeteria plan elections for the plan each has elected during the then current enrollment period.
7. Effective January 1, 2012:
  - a. Mail Order co-pay is \$20.00 on generic prescriptions and \$60.00 on non-generic prescriptions.
  - b. Mail Order use is mandated for any non-generic, maintenance prescription after first prescription filled for same.
  - c. Generic Prescription:
    - i. Co-pay is \$10.00
    - ii. No co-pay for first –time conversion to 90 day mail order supply when converting prescription from brand through Third Party Prescription Plan targeted intervention.
    - iii. Effective January 1, 2014; \$50 co-pay when member chooses non-generic and a true-generic alternative exists
  - d. Specialty and Formulary Drugs:
    - i. Third Party Prescription Plan will facilitate “step” therapy to help members, based on use history, to find most cost effective use of prescription plan.
    - ii. Members must try brand or generic prior to Specialty option.
    - iii. Effective January 1, 2014:
      1. Specialty Drugs; \$50 co-pay
      2. Formulary Drugs; \$50 co-pay
8. Effective June 1, 2014, the current PPO deductible will be increased to \$250/\$500
9. The Company and Union Joint Healthcare Committee will consist of three members each for the Company and the Union
10. Through mutual agreement, any conclusion reached by the Joint Company Union Healthcare Committee will be implemented as changes to the Revere medical plan effective January 1, 2015.

11. The current PPO plans will be replaced with revised PPOs that include higher deductibles than the June 1, 2014 change and as defined by the Joint Company Union Healthcare Committee
12. Medical Waiver (rebate): The Medical rebate program for open enrollment for the calendar year 2014 is terminated effective May 1, 2014 and will no longer be offered in future open enrollments. Affected employees will have the opportunity to enroll in the Revere Cafeteria Medical Benefit Plan effective May 1, 2014.
13. If any employee not covered by the current medical plan has a spouse whose coverage through their employer is equal to or greater than the Revere plan, the spouse will not be eligible for enrollment under the Revere plan in the event of enrollment by the employee.
14. The Company's hourly medical plan budget for the term of the agreement is expected to be limited to and not exceed the 2014 total medical expense budget level of \$2,243,000 per year and a reasonable transition for employees to move into the High Deductible Healthcare Plan will be determined by the Joint Healthcare Committee. The ability to front load employee Health Savings Accounts will be an option.
15. The High deductible Healthcare Plan with an Employee Health Savings Account is a viable option and will be offered. Employees will be fully educated on the advantages of the plan as an option.
16. Participation in the medical plan, of enrolled employees, while on sick pay will be limited to 12 months unless medical prognosis to return to work, acceptable to the Company, documents the Employee's ability to return to work.
17. Retiree Bonus: The retiree bonus will continue in effect for those employees age 62 and over as of January 1, 2010. Those employees who are currently eligible, but are under the age of 62 as of January 1, 2010 will receive a lump sum of \$1,000 upon retirement. In any case, an Employee must be age 63 or older to receive the retiree bonus.
18. The \$3,000 Retiree Life Insurance benefit, as administered by the Company, is eliminated for any new hire after 5/1/2014 and any current employee who retires after 1/1/2024
19. Sickness and Accident Benefits:
  - a. The weekly benefit will be increased from \$390 to \$400 effective with claims arising on or after June 6, 2011.
  - b. Maximum period payable: Eligible employee may only receive two (2) consecutive Short Term Disability Benefits for the same illness and/or injury. An employee who returns to active employment from any Short Term Disability period and completes six (6) consecutive months of active work shall re-qualify for Short Term Disability Benefits in accordance with the Plan.
  - c. Effective May 1, 2014, the period of benefits for employees on Sickness and Accident leave that began prior to May 1, 2014 will be 39 weeks.
  - d. Effective May 1, 2014, the period of benefits for employees hired prior to May 1, 2014 on Sickness and Accident leave that began after May 1, 2014 will be 32 weeks unless medical prognosis to return to work, acceptable to the Company, documents the Employee's ability to return to work, in which case the period will increase to 39 weeks.

- e. The period of benefits for employees hired after May 1, 2014 will be 26 weeks unless medical prognosis to return to work, acceptable to the Company, documents the Employee's ability to return to, in which case the period will increase to 39 weeks.

## **ARTICLE XV**

### **Safety Shoes and Glasses/ Uniforms/ Tools**

1. Eye Protection
  - a. Prescription industrial safety glasses will be provided by the Company. Glasses shall be provided through a vendor contracted by the Company and the Company will pay the cost of the frame up to \$64 unless an otherwise appropriate frame is deemed necessary.
  - b. Employees requiring prescription safety glasses will be issued a voucher specifying type of service and method of payment for any additional or optional services requested by the employee.
  - c. New safety glasses required by prescription change will be provided no more frequently than once every twelve months without charge to the employee except for employee requested upgrades.
  - d. Glasses damaged while performing work will be replaced without charge. This does not apply to damage caused by misuse, negligence or loss of glasses.
  - e. The cost of an eye exam to obtain a prescription is the responsibility of the employee.
  - f. Employees may go to the optometrist of their choice to obtain a prescription.
  - g. The schedule of employee benefits for prescription safety glass lenses is maintained by the Safety Department.
  - h. Non-prescription safety glasses and other acceptable eye protection (goggles, face shields, etc...) will be provided through Revere's Safety Department.
2. Safety Shoes: Up to \$115 will be allowed per calendar year through the vendor safety shoe program or through a reimbursed safety shoe expense paid by the employee. The allowance may be applied to multiple shoe purchases.
3. Uniforms: Skilled Trade Mechanics and Machinists, Roll Grinders, Tractor Mechanics and Utility Workers will be provided with five (5) clean uniforms per week that will be replaced as necessary and laundered at no cost to the employee.
4. Tools: A tool allowance for annual reimbursement up to \$125 will be provided to employees assigned to the 955 Mechanic, 902 Tool and Die Maker, 988 Electrician and 926 Tractor Mechanic classifications.
5. A cold weather gear stipend of \$125 will be provided every other year to employees assigned to the Weigh Room.

**ARTICLE XVI**  
**Work Practices**

**1. General**

a. The period in which the "summer schedule" is applicable will run from the last Sunday in April to the week after Labor Day.

**2. Maintenance:**

- a. All employees in the skilled trades can perform cutting and heating tasks.
- b. Welding equipment will be supplied by the Company.

**3. Rolling and Bar Mills:**

- a. Continuous operations may be undertaken by the Company applying the following agreement:
  - i. The Company may apply continuous operations to up to three of the specified machines as determined by production requirements. These machines are: 416, 1715, 1721 and/or 1723.
  - ii. Before a machine(s) is placed on continuous operations, the Company will provide ten days' notice to the union and the crews assigned to the machine(s). Ten days' notice will be given in the same way when a machine(s) is taken off continuous operations.
  - iii. Crews assigned to the machine(s) on continuous operations will work 8 ½ hour shifts. The shift will start ½ hour early and the crews will be paid for the lunch period. The Company will attempt to accommodate individuals by allowing volunteers to work in the place of regularly assigned employees for the additional one half hour provided there is adequate notice and a qualified volunteer can be found in a timely manner.
  - iv. Breaks and lunch periods will be filled by using qualified personnel as practicable and available. Spare operators may be assigned to this work by the Company; employees other than spare operators may be assigned on a voluntary basis.

**4. Cast Shop**

- a. Split Heats: Split Heats apply to Casters and Tractor Drivers. Affected employees will remain at their work stations producing until relieved by the following shift, unless no duties remain undone that pertain to charging or pouring. If in the judgment of the Company, productive efforts are not being made to achieve additional productivity over current levels, Split Heats will not apply.
- b. "Shape-up" for Casters will be conducted on a weekly basis. Employees will be provided the weekly maintenance schedule at the time of the weekly "shape up".
- c. In the event of unplanned extended downtime of two days or more for a casting unit, the Caster will have the opportunity to cast on another unit, by seniority.
- d. If the employee chooses not to continue casting, they will be assigned to regular downtime duties.
- e. Under no circumstance will employees be able to elect assignment in the weigh room.
- f. An employee who elects to continue casting on another unit will remain on the other unit until their original unit is back on-line.

**ARTICLE XVII**  
**Stewards and Committeemen**

1. The **UNION** shall be represented by Stewards and a Shop Committee which shall consist of not more than seven (7) members as follows: Six (6) Committeemen, including one (1) each for the first and third shift, a representative of the skilled trades/maintenance and a Chairman of the Shop Committee, all of whom must have had at least one (1) year's service with the **COMPANY** at the time of election to office.

2. For the purpose of representation, there shall be four (4) areas covering the departments as follows:

<u>Area</u>	<u>Departments</u>
Bar	Bar Mill
Mechanical Lab/Yard	Machine Shop (Including Electrical), Lab, Yard and Stores
Rolling Mill	Rolling Mill
Cast and Weigh	Cast Shop and Weigh Room

3. One Committeeman will be permitted each from the Rolling Mill, Bar/ Extrusion Mill and the Cast Shop. In addition there will be a representative of the skilled trades/maintenance, which shall be considered for purposes of this paragraph to include the Maintenance Department and Yard. The total number of stewards in the plant will not exceed one (1) steward for every fifty (50) employees or part thereof on each shift in each department.

4. At the beginning of each calendar quarter, the number of stewards will be adjusted to conform to the provisions of Section 3 above as of the last week of the previous quarter.

5. Stewards shall work in the department in which they serve as representatives.

6. A complete list of Union Officers, Executive Board Members, members of the **UNION** committee, all Departmental Stewards, and Trustees shall be furnished the **COMPANY**, and the **COMPANY** shall be notified of any change.

7. The Local **UNION** Bargaining Committee will consist of no more than ten (10) employees of the **COMPANY** all of whom have had at least one (1) year's service with the **COMPANY** at the time of election to office. For purposes of this article, the Bargaining Committee shall include the Chairman of the Shop Committee, President, Financial Secretary/Treasurer, Recording Secretary one (1) Committeeman for each mill, a representative of the skilled trades/maintenance, and a committeeman each from the first and the third shift. The Chairman of the Shop Committee may substitute any of the above Committee members with other **UNION** representatives as needed to serve on sub-committees.

8. Notwithstanding the above paragraph, the **UNION'S** 1<sup>st</sup> Vice President will be permitted to sit in on three negotiation meetings when the **UNION** and the **COMPANY** are negotiating the terms of a new contract.

**ARTICLE XIII**  
**Grievance Procedure**

1. Both parties to this Agreement recognize that strikes or work stoppages in violation of this Agreement do great harm to the **COMPANY**, to the **UNION**, and to employees. Therefore, the parties pledge their full support to the utilization of this procedure in the resolution of any grievances or complaints which may arise between the parties, and that the **UNION** and **COMPANY** shall fully support each other's efforts in preventing unauthorized work stoppages. It is understood that instigating or participating in an unauthorized work stoppage subjects the employee involved to severe disciplinary action up to and including discharge.

Should differences arise between the **COMPANY** and its employees, an honest effort shall be made to settle such differences immediately in the following manner.

In the event the **COMPANY** fails to answer a grievance at Step 2 or later within the time limits provided within this article and additional time is not mutually agreed to, then the grievance will be granted on a non-precedent setting basis. If the **UNION** fails to advance a grievance within three (3) full working days of the receipt of the **COMPANY'S** answer, the grievance shall be considered null and void on a non-precedent setting basis, unless additional time has been mutually agreed to by the **COMPANY** and the **UNION**.

The time limits specified herein may be extended by mutual written agreement between the parties or a step(s) of the procedure may be waived by mutual written Agreement between the Shop Committee Chairman or duly designated representative and the Manager of Human Resources.

For the purpose of this Article, working days shall mean days between Monday and Friday inclusive, excluding holidays.

The parties agree that that no grievance settlement reached at Step 1 or Step 2 shall be considered or used as a precedent for any reason.

**STEP 1**

An employee with a grievance or complaint must first discuss it with his/her Foreman within the ten (10) working days of the occurrence of the grievance or the date the aggrieved employee could reasonably have had knowledge of the grievance. The Departmental Steward may accompany the employee if so requested by the employee.

The Foreman will give his/her answer within two (2) full working days following receipt of the grievance.

**STEP 2**

If no satisfactory settlement of the grievance is made through the above step, the area Committeeman may advance the grievance to the second step of the procedure by reducing the complaint to writing, including a statement of the facts involved, the contract provision or practice

involved, the remedy suggested, and signed by the employee and personally presenting it to the Superintendent, or his designee, of the department in which the aggrieved employee works.

The Superintendent shall give his/her answer in writing within six (6) working days of receipt of the grievance.

### **STEP 3**

If no satisfactory settlement of the grievance is made through the above step, the Shop Chairman or duly designated alternate may advance the grievance to the third step of the procedure by personally presenting it to the Employee Relations Manager or the Time Study Engineer, (or designee) depending upon the nature of the grievance. A conference shall be held within five (5) working days of his/her receipt of the grievance.

The Employee Relations Manager/Time Study Engineer shall give an answer in writing within five (5) full working days after such conference.

### **STEP 4**

If no satisfactory settlement of the grievance is made through the above step, the Shop Chairman or duly designated alternate may advance the grievance to step four of the procedure by personally presenting it to the Manager of Human Resources. Whenever possible a conference shall be held within five (5) working days following request for the conference but no later than five (5) working days of receipt of the grievance. National Representatives of the **UNION** may attend the conference held at this step. The Manager of Human Resources shall give his/her answer in writing within ten (10) full working days after such conference.

### **STEP 5**

If no satisfactory settlement of the grievance is made through the above step, the Shop Chairman may advance the grievance to Step 5 of the procedure by presenting it to the Manager of Human Resources within five (5) working days of the **COMPANY's** last answer, requesting submission of the dispute to mediation. The **COMPANY** will respond within five (5) working days to the request either accepting or rejecting the request.

If accepted, the parties may request the services of the State Mediation Service or the Federal Mediation and Conciliation Service to help resolve the dispute. A mediation session will be arranged at the earliest possible date agreeable to all parties.

It is expressly understood that the recommendation of the mediator is not binding on either party. If no settlement is reached through this step, or if the **UNION** elects not to mediate the dispute, the grievance may be advanced to Step 6 of this procedure.

### **STEP 6**

In the event no settlement is reached after following the above procedure, the parties may select an arbitrator by mutual agreement; if the parties are unable to do so, the matter may be referred to the American Arbitration Association for appointment of an arbitrator in accordance with its rules. The party desiring arbitration will give written notice to the other party not later than thirty (30) days after the Step 4 answer of the **COMPANY** has been given in writing (or Step 5 if mediated). Each party will designate a representative to meet within five (5) working days to attempt to define the

issue and join in submitting it to the American Arbitration Association along with a request for a panel of arbitrators from which an arbitrator can be selected.

Selection of an arbitrator will be made in accordance with the selection rules and procedures of the American Arbitration Association. Time limits specified in this section may be extended by mutual consent.

The appointment of such arbitrator and his/her decision on any matter, which, properly shall have been referred to him/her, shall be final and binding upon the **COMPANY** and the **UNION** and all employees concerned therein.

The compensation of such arbitrator for his/her services hereunder and his/her expenses in connection herewith, shall be shared equally by the **COMPANY** and the **UNION**.

The authority of the arbitrator shall be limited to grievances involving the interpretation and/or application of the terms of this agreement, and the arbitrator shall have no authority to add to, subtract from or modify the terms of this agreement. Any arbitration award may be retroactive only to thirty (30) days prior to the date of the presentation of the written grievance.

Employees attending proceedings before an arbitrator shall not be paid for time so spent.

The grievance must be submitted to the **COMPANY** for processing at Step 6 within thirty (30) working days of the date of the written answer in Step 4 or 5, whichever is applicable above, or it shall be considered resolved on the basis of the last answer given. Only one grievance shall be presented to the arbitrator at any one time.

2. An individual employee or group of employees shall have the right at any time to present grievances to their employer but a **UNION** representative must be given the opportunity to be present at the time of any adjustment.
3. No employee or **UNION** representative shall leave his/her work to investigate or discuss grievances during working hours without first making satisfactory arrangements with his/her Foreman.
4. In the event the Chairman, or the Area Committeeman shall investigate a grievance in any department other than the one in which he/she is regularly employed, he/she shall first advise the Foreman of the department of his/her presence therein.
5. Complaints concerning loss of pay are subject to the procedure outlined in this Article.
6. It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between the employees and the management.
  - a. The position of Chairman of the Shop Committee is recognized as a full-time position paid by the Company whenever the Bargaining Unit meets or exceeds 175. When one hundred (100) or more employees are working on any Saturday and/or Sunday shift, up to four (4) hours shall be allowed to the Chairman of the Shop Committee. In addition, one hour for each day the plant runs in the regularly established workweek, Monday through Friday, will accumulate and be

credited against regular shift time lost by **UNION** representatives in new contract negotiations. When the plant is not scheduled to run on any day Monday through Friday that day will be considered as a Saturday for purposes of this provision. All such time will be paid for at the individual's classified payroll rate.

b. One half (1/2) hour per week shall accumulate and be credited against regular shift time lost by **UNION** representatives as a result of participation in grievance meetings with Company Officials as described in steps 3 and 4 of this Article.

7. A grievance filed on behalf of a discharged employee who has completed the requisite probationary period will be escalated to step 3 of the Grievance Procedure.

8. The Company will promptly notify the **UNION** when an employee is discharged.

#### **ARTICLE XIX** **Leave of Absence**

For good and sufficient reasons, an employee may be granted a leave of absence by the **COMPANY** if operating conditions permit. The request must be in writing and if granted will be only for the purpose specified. The duration of such leave of absence shall not be in excess of three (3) months' period, except that there may be one renewal for an additional three (3) months' period. Seniority will accrue during any leave of absence.

Leave of Absence for Union Activity – Employees elected to a permanent office in, or as a delegate to, any labor activity necessitating a leave of absence shall be granted such leave. Thereafter, at the end of the term in the first instance, or at the end of the mission in the second instance, they will be guaranteed re-employment if there is sufficient work for which they are in line at the then current rate of pay. Seniority will accumulate during the period of such leaves. The **UNION** will notify the **COMPANY** of such absences as far in advance as possible.

The **UNION** and the employee will each be given a copy of the written leave of absence form if/when a long term written leave of absence is necessary

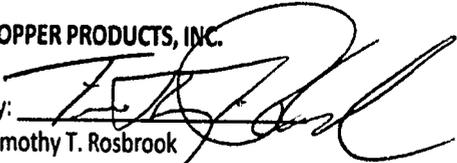
#### **ARTICLE XX** **Termination**

The parties acknowledge that during the negotiations which resulted in this 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 arrived at 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 right, 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 they negotiated or signed this Agreement.

This Agreement shall remain in full force and effect until midnight, April 30, 2014 and shall continue in full force and effect from month to month thereafter unless either party hereto shall notify the other party by registered mail at least sixty (60) days prior to the expiration date of the term or any extended term of this Agreement of an intention to make changes in or terminate the Agreement. In the event a notice is given of a desire for change or termination, the contract shall remain in full force and effect until the new contract is signed but for a period not to exceed sixty (60) days from the termination or extended termination of this Agreement.

IN WITNESS WHEREOF, the COMPANY has caused this Agreement to be executed in due form by its Vice President of Human Resources and the UNION has caused the same to be executed in due form by its President by authority of its members pursuant to its Constitution and By-Laws all as of the day first above written.

**REVERE COPPER PRODUCTS, INC.**

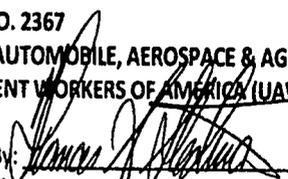
By: 

Timothy T. Rosbrook

Vice President Human Resources

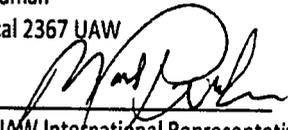
**LOCAL NO. 2367**

**UNITED AUTOMOBILE, AEROSPACE & AGRICULTURAL  
IMPLEMENT WORKERS OF AMERICA (UAW)**

By: 

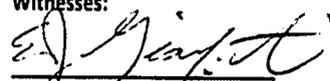
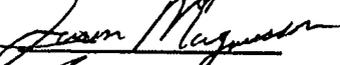
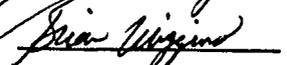
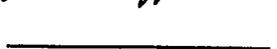
Thomas A. Steedman

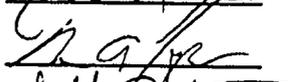
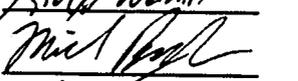
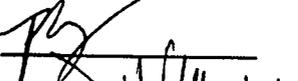
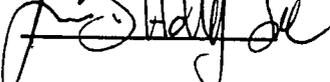
President, Local 2367 UAW

Approved by: 

Mark Barbee UAW International Representative, Region 9

**Witnesses:**

## Appendix A

1. Electronic Payroll Deduction will be available for employees on a voluntary basis, using the employee's choice of up to two (2) banking institutions.

2. Special Red Circle- rates effective January 4, 1993 the COMPANY and the UNION agreed to the implementation of a new base wage system. Employees with Seniority as of the date of that Agreement will be "grandfathered" to provide that they will be paid no less base pay than provided for under the base pay system in effect prior to the date of this Agreement, subject to adjustments included in subsequent Agreements.

- a. An employee being paid in accordance with the earnings protection provision described above who bids or is otherwise placed in a position which carries a higher base rate under the new wage system will be paid under the terms of the new base pay system.
- b. New employees hired on or after January 4, 1993 will be paid in accordance with the provisions of the new pay system.
- c. Employees who were on layoff and lose their recall rights after the effective date of this Agreement and are subsequently rehired as new employees will be rehired at the rate of the position hired for and will not be classified as "new hires" for pay purposes. This provision specifically excludes employees who have lost their seniority rights through refusal of recall, resignation or discharge.

3. An employee ordered by the COMPANY to report for work shall upon arrival at the plant be provided with sufficient work to assure him/her of four (4) hours of pay at his/her classified payroll rate. This rule will not apply:

- a. When emergencies occur over which the COMPANY has no control.
- b. When employees report for work following a layoff.
- c. When prior to the time the employee has been instructed to report for work he/she has been given proper notice not to report for work, or that he/she will work less than four hours.

The following will constitute proper notice:

- i. A notice posted on the plant bulletin board during the employee's regular shift hours.
- ii. A written notice sent to the employee's address appearing on COMPANY records, and dated prior to the time the employee is scheduled to report for work.
- iii. Personal message delivered to the employee or transmitted by telephone to his phone number listed on COMPANY records. In these cases, the COMPANY does not assume the responsibility for the forwarding of any message left at the employee's listed telephone number.

4. Whenever an employee leaves the plant after working any part of his/her regular shift and is called back (by telephone, written message, or by personally delivered instruction) and is ordered to report to the plant on the same day that he/she is called, he/she shall receive two hours' additional pay at his/her classified payroll rate, provided that he/she has not been notified before leaving the plant to return at some time before the starting time of his/her regular scheduled shift. Such hours shall be considered as hours worked for the purposes of overtime computation.

a. For the purpose of applying the Call-Back Provision, the words "the same day" mean the employee's workday which begins with the regular starting time of his/her usual shift and extends for a period of 24 hours.

b. Call-Back Pay will not be effective when an employee is called back following a layoff, nor shall it apply when an employee's regular shift is changed.

5. All hourly rated positions will be paid on a day rate basis. Except as changed by the Spare Helper position and the Core Competency Premium, each operation will be paid using a "machine rate which has been calculated based on the total of the former base rate of the operation added to the average earned bonus for the operation during the base period.

6. Employees who have worked 500 or more hours during the base period on the operation they are assigned to will be paid a "red circle" rate. Employees who have not worked 500 or more hours during the base period on the operation they are assigned to will be classified to the machine rate of the position to which they are assigned.

a. Employees being paid a red circle amount will be paid this rate until such time as he/she leaves the position through bumping, bidding, reassignment or disqualification.

c. When an employee is no longer eligible to be paid a red circle rate, he/she will be paid based on the machine rate of the position.

d. Employees will be paid the applicable machine rate or their red circle rate, whichever is applicable, for all hours paid including non work hours for which bonus earnings were not previously paid (holidays, jury duty, funeral leave, floor time, casual training, etc.).

e. The provisions of this agreement will apply equally to the "New Pay System" and the "Old Pay System".

f. Employees temporarily transferred to a new job will be paid the higher of the machine rate of the new position or their own red circle or machine rate, whichever is applicable. This does not apply to employees occupying the Spare Helper position or employees who are earning the Core Competency Premium.

7. Employees who have formerly held a Maintenance Classification may be voluntarily temporarily transferred to their former Maintenance position to perform work in that classification in case of an emergency, provided the employee has maintained his/her training and can perform the work safely. Employees transferred on this basis will be paid the higher of either their current rate or the applicable maintenance classification rate.

8. Spare Operators:

a. Spare Operators will continue to be a bid job and will be filled in the same manner as any other open position. Spares will be multi-skilled operators who possess the skills and are able to fill in on operations on a long or short term basis. The Company will evaluate the training and

skills of the employees currently in the classification. In the event this review indicates additional training is warranted for any spare, that training will be arranged. The need for a spare operator will be determined by the Company based on a number of factors, including the level of orders, the need and duration for any particular operation to be run, long and short term absences.

- b. It is not the intention of either party to replace seniority and job bidding through the use of spares.
- c. The position of spare operator will be a multi level position with the pay rate based on the number of skills that the employee is qualified to perform. Employees classified as spares will be paid on a red circle basis, based on their own individual earnings history. This red circle rate is subject to the same rules as the red circle rate for other positions as specified in this Agreement. Appendix C detailing Spare operator level requirement is attached and made part of this agreement.
- d. Employees holding the Spare Operator position (Position Number 130, 131 and 133) must have the capability to be trained and to learn more than one job.

9. Spare Helper: All new hires will enter into the Spare Helper position.

- a. A one Year lock-in period applies for bidding purposes, from date of entry into the position.
- b. Spare Helpers hired prior to 5/1/2014 will be subject to the the following provisions:
  - i. Rolling Mill - duties from list of positions (see Appendix C)
    - 1. \$12.80/hour while learning up to 4 positions
    - 2. \$15.30/hour once trained and capable to safely perform the duties of 4 positions
    - 3. \$16.80/hour once trained and capable to safely perform the duties of 6 or more positions
  - ii. Bar Mill - duties from list of positions (see Appendix C)
    - 4. \$12.30/hour while learning up to 4 positions
    - 5. \$14.55/hour once trained and capable to safely perform the duties of 4 positions
    - 6. \$15.80/hour once trained and capable to safely perform the duties of 6 or more positions
  - iii. Employees in the Spare Helper classification can be assigned to any of the roles they are trained to perform safely, as defined in Appendix C "spare Helper", without a change in rate of pay.
  - iv. Employees in Spare Helper can be assigned to training and work outside of the duties listed in Appendix C and will be paid at the machine or training rate when assigned.
- c. Spare Helpers hired after 5/1/2014 will be subject to the rate structure provided in Appendix B.IV.

10. Training Rate: Each machine rate will have a training rate associated with it as listed in Appendix B; Reverse Rate Structure. The training rate will apply as follows:

- a. Employees will be paid the training rate while in training for a new job assignment due to bidding, bumping or assignment.

- b. Employees will be paid the training rate during any retraining period. In the case of an employee being retrained, the red circle or machine rate will be restored upon completion of retraining.
- c. Employees will be advanced to the machine rate from the training rate when training has been completed and documented.
- d. Transferred employees who require no further training will be paid the machine rate of the job.

11. Core Competency Premium: This is a posted job opportunity. The premium is pay for knowledge. Employees who achieve this designation will maintain it if they bid on any other position identified in the list of competencies below.

- a. The successful bidder maintains their bid-job position (Position Number)
- b. Rolling Mill: The posting will list five (5) positions for which competency is required. The successful bidder must be signed-off on the positions stated on the posting. The positions are: 1715, 1176, 1721, 1831, 1723, 1724, Bell Anneal, 1706 or 1738, 1725
- c. Bar Mill: The posting will list four (4) positions for which competency is required. The successful bidder must be signed-off on the positions stated on the posting. The positions are: 416, 2425, 2328, , 3002 Heater/641, 3002 Header. 3002 Operator, , 2332, 2325
- d. A successful bidder whose current rate is higher, will keep their current rate.
- e. Employees in the Core Competency Premium can be assigned to any of the roles they are trained to perform safely without a change in rate of pay and can be backfilled when assigned to other roles.
- f. Rolling Mill employees holding a CCP premium prior to 5/1/14 with only 4 jobs will remain CCP until trained to 5 positions to meet the new qualification.

12. Employees hired after ratification of the May 20, 2011 agreement can be backfilled when assigned to perform other duties they have been trained safely to perform.

**Appendix B**  
**Revere Copper Products Rate Structure**

- i. Effective April 27, 2015: \$.40 per hour general wage increase
- ii. Effective May 2, 2016: \$.50 per hour general wage increase
- iii.

Effective 5/1/2014						
#	Lvl	Description	Machine	Grnd. Mach.	Training	Grnd. Training
1	1	1706 OPERATOR	20.37	20.37	17.28	17.28
3	1	1721 OPERATOR	24.08	24.08	17.28	17.28
7	1	1176 OPERATOR	24.85	24.85	20.30	20.30
11	1	1723 OPERATOR	21.75	21.75	18.59	18.59
12	1	1724 OPERATOR	21.71	21.71	18.59	18.59
14	1	1831 OPERATOR	23.86	23.86	20.06	20.06
27	1	416 OPERATOR	22.33	22.33	18.48	18.48
55	1	SHOP CHAIRMAN	23.25	23.25	23.25	23.25
63	1	416 STICKER	15.25	18.2	12.06	15.01
64	1	416 ADV HELPER	15.94	18.86	12.06	15.01
83	1	1176 STICKER	15.47	18.42	12.06	15.01
85	1	1724 STICKER	14.42	17.44	12.06	15.08
93	1	2 SCRAPMAN	14.09	18.20	10.76	14.87
97	1	1706 SHEARMAN	14.46	17.41	12.06	15.01
110	1	2587 OPERATOR	20.00		18.00	
114	1	2587 HELPER	15.50		13.50	
115	1	1740 OPERATOR	19.38	19.71	14.68	15.01
116	1	1740 STICKER	16.68	19.57	12.06	14.95
127	1	5352 PICKLER	12.96	15.85	12.06	14.95
130	1	SPARE OPERATOR ROLLING	22.52	22.52	22.52	22.52
130	2	SPARE OPERATOR ROLLING	20.50	20.50	20.50	20.50
130	3	SPARE OPERATOR ROLLING	18.50	18.50	18.50	18.50
130	4	SPARE OPERATOR ROLLING	17.50	17.50	17.50	17.50
131	1	SPARE OPERATOR BAR	22.33	22.33	22.33	22.33
131	2	SPARE OPERATOR BAR	20.31	20.31	20.31	20.31
131	3	SPARE OPERATOR BAR	18.31	18.31	18.31	18.31
131	4	SPARE OPERATOR BAR	17.31	17.31	17.31	17.31
133	1	SPARE OPERATOR CAST	23.28	23.28	23.28	23.28
133	2	SPARE OPERATOR CAST	21.26	21.26	21.26	21.26
133	3	SPARE OPERATOR CAST	19.26	19.26	19.26	19.26
133	4	SPARE OPERATOR CAST	18.26	18.26	18.26	18.26

#	Lvl	Description	Machine	Grnd. Mach.	Training	Grnd. Training
134	1	SPARE HELPER ROLL	16.00	16.00	16.00	16.00
134	2	SPARE HELPER ROLL	15.10	15.10	15.10	15.10
134	3	SPARE HELPER ROLL	12.80	12.80	12.80	12.80
135	1	SPARE HELPER BAR	15.10	15.10	15.10	15.10
135	2	SPARE HELPER BAR	14.80	14.80	14.80	14.80
135	3	SPARE HELPER BAR	12.80	12.80	12.80	12.80
146	1	1135 HELPER	14.15	16.92	12.06	14.83
147	1	1135 OPERATOR	19.26	19.26	15.99	15.99
148	1	1179 OPERATOR	22.67	22.67	15.99	15.99
149	1	1725 OPERATOR	19.66	19.66	15.99	15.99
150	1	1725 HELPER	14.92	17.69	12.06	14.83
151	1	1179 SCRAP	17.10	17.10	17.10	17.10
152	1	1114 SCRAP	15.88	15.88	15.88	15.88
154	1	1170 OPERATOR	17.59	17.59	15.99	15.99
155	1	1170 HELPER	13.32	16.13	12.06	14.87
156	1	2391 OPERATOR	23.19	23.19	17.28	17.28
161	1	1176 ROLL CHG HELPER	18.42	18.42	15.47	15.47
166	1	1831 ROLL CHG HELPER	17.68	17.68	14.79	14.79
167	1	1715 OPERATOR	27.79	27.79	17.28	17.28
169	1	1715 STICKER	18.19	19.96	13.37	15.14
177	1	1156 OPERATOR	17.86	18.19	14.68	15.01
178	1	481 OPERATOR	16.37	16.7	14.68	15.01
180	1	1741 OPERATOR	22.80	22.80	15.99	15.99
181	1	2431 OPERATOR	23.41	23.41	15.99	15.99
182	1	481 HELPER	13.17	15.82	12.06	14.71
183	1	1741 ONE MAN	25.80			
184	1	1156 HELPER	15.19	17.9	12.06	14.77
187	1	2431 ASSISTANT	21.18	21.51	14.68	15.01
189	1	2431 ASSISTANT HELPER	21.18	21.51	14.68	15.01
212	1	464 OPERATOR	17.95	18.5	14.68	15.23
215	1	1171 HELPER	18.53	18.53	12.44	12.44
244	1	#1793 CORE CENTER OPER.	17.10	17.43	14.68	15.01
283	1	BELL ANNEALER	21.63	21.63	15.99	15.99
285	1	464 HELPER	15.68	18.57	12.06	14.95
291	1	1738 OPERATOR	18.91	18.91	15.99	15.99
301	1	1706 CAKE SELECTOR	18.22	18.22	15.99	15.99
312	1	1715 INSPECTOR	18.49	18.75	14.23	14.49
313	1	5362 PACKERS	19.70	19.70	15.28	15.28
325	1	AJAX CASTERS	23.99	23.99	15.73	15.73

#	Lvl	Description	Machine	Grnd. Machine	Training	Grnd. Training
326	1	SPARE CASTER	23.99	23.99	15.73	15.73
347	1	SCALE OPERATOR & RECORDS	21.76	21.76	17.28	17.28
351	1	FURNACE LINER	20.77	20.77	17.28	17.28
352	1	FURNACE LINER HELPER	14.18	16.95	12.06	14.83
356	1	1800 OPERATOR	18.82	18.82	16.49	16.49
370	1	3002 OPERATOR	16.95	17.41	14.68	15.14
372	1	3002 HEADER	17.32	17.78	14.68	15.14
380	1	3002 SAWYER	14.49	17.38	12.06	14.95
383	1	3002 TOOLMAN	17.08	17.48	14.68	15.08
385	1	2425 OPERATOR	21.24	21.70	14.68	15.14
395	1	PATINA OPERATOR (2440)	16.87	17.33	14.68	15.14
412	1	3024 OPERATOR	16.56	16.75	14.68	14.87
417	1	2322 POINTER HELPER	14.21	16.86	12.06	14.71
435	1	155 OPERATOR	16.19	16.46	14.68	14.95
439	1	155 HELPER	13.50	16.27	12.06	14.83
448	1	2325 OPERATOR	21.10	21.10	15.99	15.99
449	1	2326 OPERATOR	18.28	18.61	14.68	15.01
453	1	1114 OPERATOR	21.3	21.30	17.45	17.45
462	1	2331/2327 OPERATOR	18.49	18.89	14.68	15.08
463	1	2331/2337 HELPER	15.58	18.47	12.06	14.95
464	1	2328 OPERATOR	20.37	20.37	16.89	16.89
465	1	2328 HELPER	16.37	19.26	12.96	15.85
468	1	2332 OPERATOR	16.85	17.04	14.68	14.87
470	1	2332 HELPER	14.29	16.93	12.06	14.7
471	1	3022 OPERATOR	17.02	17.29	14.68	14.95
472	1	3022 HELPER	14.20	16.91	12.06	14.77
500	1	2539 SANDER OPERATOR	15.54	17.04	13.37	14.87
702	1	TRACTOR OPERATOR RM	15.81	17.39	13.37	14.95
703	1	TRACTOR OPERATOR CS	17.54	19.12	14.02	15.6
704	1	TRACTOR OPERTOR BM	17.24	18.82	13.74	15.32
705	1	1715 AND 1706 TRACTOR	16.61	18.19	13.37	14.95
716	1	FLOOR WORKER	10.76	14.71	10.76	14.71
791	1	SHIPPER	18.26	18.26	18.26	18.26
792	1	BOX ORDERER	15.74	17.38	13.37	15.01
802	1	APPRENTICE TOOL & DIE	20.53			
802	2	APPRENTICE TOOL & DIE	19.88			
802	3	APPRENTICE TOOL & DIE	19.21			
802	4	APPRENTICE TOOL & DIE	18.56			
802	5	APPRENTICE TOOL & DIE	17.90			

#	Lvl	Description	Machine	Grnd. Machine	Training	Grnd. Training
802	6	APPRENTICE TOOL & DIE	17.25			
802	7	APPRENTICE TOOL & DIE	16.60			
802	8	APPRENTICE TOOL & DIE	15.28			
855	1	APPRENTICE MECHANIC	20.53			
855	2	APPRENTICE MECHANIC	19.88			
855	3	APPRENTICE MECHANIC	19.21			
855	4	APPRENTICE MECHANIC	18.56			
855	5	APPRENTICE MECHANIC	17.90			
855	6	APPRENTICE MECHANIC	17.25			
855	7	APPRENTICE MECHANIC	16.60			
855	8	APPRENTICE MECHANIC	15.28			
888	1	APPRENTICE ELECTRICIAN	20.53			
888	2	APPRENTICE ELECTRICIAN	19.88			
888	3	APPRENTICE ELECTRICIAN	19.21			
888	4	APPRENTICE ELECTRICIAN	18.56			
888	5	APPRENTICE ELECTRICIAN	17.90			
888	6	APPRENTICE ELECTRICIAN	17.25			
888	7	APPRENTICE ELECTRICIAN	16.60			
888	8	APPRENTICE ELECTRICIAN	15.28			
902	1	TOOL & DIE MAKERS MILL	24.25			
902	2	TOOL & DIE MAKERS MILL	23.25			
902	3	TOOL & DIE MAKERS MILL	21.80			
903	1	MASTER MACHINIST	27.50			
917	1	ROLL GRINDER	21.27			
917	2	ROLL GRINDER	20.27			
917	3	ROLL GRINDER	19.74			
917	4	ROLL GRINDER	19.10			
926	1	TRACTOR MECHANIC	21.27			
926	2	TRACTOR MECHANIC	20.74			
926	3	TRACTOR MECHANIC	20.27			
948	1	CARPENTER	20.30			
948	2	CARPENTER	19.30			
948	3	CARPENTER	18.80			
948	4	CARPENTER	18.30			
955	1	MAINTENANCE MECHANIC	24.25			
955	2	MAINTENANCE MECHANIC	23.25			
955	3	MAINTENANCE MECHANIC	21.80			
956	1	MASTER MECHANIC	27.50			
959	1	UTILITY	18.80			

#	Lvl	Description	Machine	Grnd. Machine	Training	Grnd. Training
959	2	UTILITY	17.90			
959	3	UTILITY	17.30			
959	4	UTILITY	16.80			
988	1	ELECTRONIC ELECTRICIAN	24.25			
988	2	ELECTRONIC ELECTRICIAN	23.25			
988	3	ELECTRONIC ELECTRICIAN	21.80			
989	1	MASTER ELECTRICIAN	27.50			
1101	1	1723 ONE MAN OPERATOR	24.91	24.91	24.91	24.91
1204	1	2322 OPERATOR	16.95	17.14	14.68	14.87
1206	1	3002 PULLER	14.49	17.38	12.06	14.95
1211	1	PACKER	18.70	18.43	15.28	15.61
1248	1	1179 HELPER	17.85	20.66	12.06	14.87
1279	1	3002 HEATER/641	19.72	19.72	17.80	17.80
1300	1	MISC HIRING POSITION	10.76		10.76	
1300	2	MISC HIRING POSITION	10.12		10.12	
1300	3	MISC HIRING POSITION	9.46		9.46	
1300	4	MISC HIRING POSITION	8.81		8.81	
1301	1	BID, BUMP TRAINING				
1302	1	CASUAL TRAINING				
1305	1	2058 TRCTOR	18.44	20.08	14.52	16.16
1310	1	1721 STICKER	18.31	19.89	13.37	14.95
1311	1	1723 STICKER	17.02	17.35	14.68	15.01
1312	1	1831 STICKER	14.79	17.68	12.06	14.95
1314	1	1805 OPERATOR	17.83	17.83	15.99	15.99
1315	1	1805 HELPER	13.50	16.39	12.06	14.95
1400	1	SUMMER HIRES	12.78			
1400	2	SUMMER HIRES	12.45			
1400	3	SUMMER HIRES	12.13			
1400	4	SUMMER HIRES	11.90			
2033	1	STORES UTILITY (959)	18.80			
2033	2	STORES UTILITY (959)	17.90			
2033	3	STORES UTILITY (959)	17.30			
2033	4	STORES UTILITY (959)	16.80			
		BAR MILL CCP	22.80			
		ROLLING MILL CCP	24.80			

#### IV. Bar Mill, Rolling Mill, and Cast Shop New Hire Rate Structure

##### A. Bar Mill Hires After 5/1/14 Rate Structure by Machine

Pos#	Description	Machn Rate	GRP	36-60 mos.	60 Mos. +
27	416 OPERATOR	22.33	A	Group A	
370	3002 OPERATOR	16.95	A	\$17.30	\$18.80
372	3002 HEADER	17.32	A		
385	2425 OPERATOR	21.24	A		
448	2325 OPERATOR	21.1	A		
464	2328 OPERATOR	20.37	A		
468	2332 OPERATOR	16.85	A		
1279	3002 HEATER/641	19.72	A		
212	464 OPERATOR	17.95	B	Group B	
214	1171 OPERATOR	21.3	B	\$16.00	\$17.00
313	5362 PACKERS	19.7	B		
435	155 OPERATOR	16.19	B		
449	2326 OPERATOR	18.28	B		
462	2331/2327 OPERATOR	18.49	B		
1204	2322 OPERATOR	16.95	B		
63	416 STICKER	15.25	C	Group C	
93	2 SCRAPMAN	14.09	C	0-6 Mos.	7-18 Mos.
127	5352 PICKLER	12.96	C	\$12.80	\$14.80
215	1171 HELPER	18.53	C		19-36 Mos.
285	464 HELPER	15.68	C		
380	3002 SAWYER	14.49	C		
383	3002 TOOLMAN	17.08	C		
417	2322 POINTER HELPER	14.21	C		
439	155 HELPER	13.5	C		
463	2331/2337 HELPER	15.58	C		
465	2328 HELPER	16.37	C		
470	2332 HELPER	14.29	C		
500	2539 SANDER OPERATOR	15.54	C		
704	TRACTOR OPERATOR	17.24	C		
1206	3002 PULLER	14.49	C		

**B. Rolling Mill Hires After 5/1/14 Rate Structure by Machine**

Pos#	Description	Machn Rate	GRP	36-60 Mos.	60 Mos. +
1	1706 OPERATOR	20.37	A	Group A	
3	1721 OPERATOR	24.08	A	\$20.00	\$22.00
7	1176 OPERATOR	24.85	A		
11	1723 OPERATOR	21.75	A		
12	1724 OPERATOR	21.71	A		
14	1831 OPERATOR	23.86	A		
149	1725 OPERATOR	19.66	A		
167	1715 OPERATOR	27.79	A		
283	BELL ANNEALER	21.63	A		
291	1738 OPERATOR	18.91	A		
148	1179 OPERATOR	22.67	B	Group B	
156	2391 OPERATOR	23.19	B	\$17.80	\$19.30
181	2431 OPERATOR	23.41	B		
110	2587 OPERATOR	20	C	Group C	
115	1740 OPERATOR	19.38	C	\$16.50	\$17.50
154	1170 OPERATOR	17.59	C		
180	1741 OPERATOR	22.8	C		
301	1706 CAKE SELECTOR	18.22	C		
453	1114 OPERATOR	21.3	C		
791	SHIPPER	18.26	C		
1211	5403 PACKER	18.1	C		
1310	1721 STICKER	18.31	C		
1311	1723 STICKER	17.02	C		
1314	1805 OPERATOR	17.83	C		
85	1724 STICKER	14.42	D	Group D	
97	1706 SHEARMAN	14.46	D	0-6 Mos.	7-18 Mos. 19-36 Mos.
114	2587 HELPER	15.5	D	\$12.80	\$15.10 \$16.00
116	1740 STICKER	16.68	D		
150	1725 HELPER	14.92	D		
151	1179 SCRAP	17.1	D		
152	1114 SCRAP	15.88	D		
155	1170 HELPER	13.32	D		
161	1176 ROLL CHG HELPER	18.42	D		
166	1831 ROLL CHG HELPER	14.79	D		
169	1715 STICKER	18.19	D		
187	2431 ASSISTANT	21.18	D		
244	1793 CORE CENTER OPER.	17.1	D		
312	1715 INSPECTOR	18.49	D		
702	TRACTOR OPERATOR RM	15.81	D		
792	BOX ORDERER	15.74	D		
1248	1179 HELPER	17.85	D		
1312	1831 STICKER	14.79	D		
1315	1805 HELPER	13.5	D		

**C. Cast Shop Hires After 5/1/2014 Rate Structure**

<b>1st Year</b>	\$16.00/hr
<b>2nd Year</b>	Cast Shop Position Rate

**Appendix C**

**i. Spare Helper**

**a. Rolling Mill Hired Prior to 5/1/2014**

1741 ASSISTANT	1179 HELPER
2431 ASSISTANT	TRACTOR OPERATOR RM
1715 INSPECTOR	1176 ROLL CHG HELPER
1715 STICKER	1725 HELPER
1740 STICKER	1831 ROLL CHG HELPER
1114 SCRAP	1706 SHEARMAN
1793 CORE CENTER OPER.	1724 STICKER
1179 SCRAP	1805 HELPER
BOX ORDERER	1170 HELPER
	2587 HELPER

**b. Bar Mill Hired Prior to 5/1/2014**

TRACTOR OPERATOR BM	416 STICKER	155 HELPER
3002 TOOLMAN	3002 SAWYER	5352 PICKLER
416 Advanced Helper	3002 PULLER	1171 HELPER
2328 HELPER	2332 HELPER	
464 HELPER	2322 POINTER HELPER	
2331/2337 HELPER		
2539 SANDER OPERATOR	2 SCRAPMAN	



## II. Spare Operator

Rolling Mill	Position	Skills Factor	Class Points
<b>Group A</b>	1724	10	I: (3) A's and 70 points II: (7) A's and B's and 50 Points
	1176, 1706, 1715, 1721	8	
	1723, 1725, 1738/1154, BA	8	
	2391	7	
<b>Group B</b>	1831, 2587	6	III: Minimum of (5) A's and B's and (40) points
	1170, 1179, 1701, 1740	6	
	1741, 1805, 2431	6	
	, , 1723H	6	
	1113, 1179S, , 5403, 1715 stkr, 1721H, 1724H, Lg Tractor, Shipper, 1713	5	
<b>Group C</b>	, 1741A	4	IV: All else
	2431H, 1740H, 2587H	4	
	BoxMan	4	
	1170H, , 1179H, 1715Insp, 1725H, 1805H, 1831H	3	
	2235H, , CoreMan, Sm Tractor	3	
		3	

Bar Mill/ Extrusion	Position	Skills Factor	Class Points
<b>Group A</b>	416	8	I: (3) A's and 50 points
	3002, 3002H, 2425, 3002HS, 2328, 2332	6	
		5	
<b>Group B</b>	416 IH, 464, 5362, 2322, 155, 2326, 2325, 1171	4	II: (7) A's and B's and 35 Points
	3002S, 2331/2327, ,	4	
		3	
<b>Group C</b>	416H, 464H, 3002T, 155H, 5352, 2331H, 2332H, 2539, , #2Shear, , 1171H, Sm Tractor	2	III: (5) A's and B's and 28 points IV: All else
		2	
		2	

Cast/Weigh	Position	Skills Factor	Class Points
<b>Group A</b>	1187, 1801, 2058	10	I: Group A and B
<b>Group B</b>	Liner	6	II: Group A or B
<b>Group C</b>	Saw, 2058 Trac	3	III: 12 points
	Clerk, Liner H, Un-loader, WR Trac	2	IV: All else

**Appendix D**  
**Memorandums of Agreement**

The following list of Memorandums of Agreements that have contractual status in defining the formal relationship between the Company and the Union. This list is the entire list of written agreements in effect between the parties. Any subsequent agreements bargained between the parties will be added to this list of Memorandums of Agreement.

**1. General and Policies**

- a) 7/10/89 Non-Permanent Employees and Spare Jobs
- b) 3/12/90 Drug and Alcohol Testing
- c) 8/19/93 Retirees as Part Time Employees
- d) 12/11/96 Discipline Policy
- e) 2/26/99 Management Trainees
- f) 2/14/01 Profit Share Plan
- g) 2/14/01 FMLA
- h) 2/14/01 Safety
- i) 2/14/01 Union Representation to enhance Co/Un relations
- j) 2/14/01 Placement of Long Term Employees
- k) 2/14/01 Placement of Employees – Start of Shift
- l) 5/15/01 Voluntary Layoff
- m) 4/12/05 Modified Work Assignments
- n) 7/15/09 Protected Jobs
- o) 7/15/09 Joint Productivity
- p) 5/20/11 Lead Person (Original dated 7/15/09)
- q) 5/1/2014 4<sup>th</sup> and 5<sup>th</sup> Shift
- r) 5/1/2014 Overtime Opportunities for Employees on Temporary Assignment
- s) 5/1/2014 Union Benefits Representative

**2. Maintenance**

- a) 4/24/80 Skilled Trades Trial Period
- b) 11/15/89 Temporary Jobs in Skilled Trades
- c) 2/14/01 Skilled Trades Interviews
- d) 2/14/01 Maintenance Subcontracting
- e) 4/21/05 Outside Subcontractor Log
- f) 12/15/06 Skilled Trades Trainees
- g) 5/20/11 Performance of Certain PM Tasks by Production Workers- revised (original dated 12/15/06)
- h) 5/20/11 Maintenance Department Residencies – revised (original dated 4/25/05)
- i) 5/20/11 Maintenance Rate Structures and Qualifications, including revised Apprentice Agreement (original dated 10/3/94; modified 7/15/09)

**3. Rolling Mill:**

- a) 3/15/09 Strand and Bright Anneal  
and 4/7/99
- b) 1/23/07 Bell Anneals
- c) 4/9/07 Tractor Equalization List
- d) 1/18/08 Crew Size 1715
- e) 11/1/10 One Man Operation 1723
- f) 11/22/10 Roll Grinder Rates and Qualifications
- g) 5/1/2014 Sizing Line Operations

**4. Bar Mill:**

- a) 2/2/07 416 Crew Changes
- b) 7/21/10 416 Operator Rates
- c) 12/23/10 Bar Mill Inspection (Job 313-5362 Packer)

**5. Laboratory:**

- a) 7/1/97 Laboratory Reorganization
- b) 4/21/05 Rolling Mill Samples
- c) 2/26/99 Section C, 4 re "grandfathered positions"

**6. Cast Shop**

- a. Grievance #1132 – Caster Option

**7. Other:** these documents are on file but are not printed in the Labor Agreement

- a) 12/15/05 Memorandum re: Job Openings
- b) 9/18/1997 Suspension of 75/80 Provision of Pension Plan and Replacement Benefits

July 10, 1989

## MEMO OF UNDERSTANDING

This memo will define the utilization of non-permanent employees at Roma Division. This memo supersedes the memo of November 9, 1987 on the same subject.

## 1. Definitions:

- a. Spare - Person hired to fill in for sickness or injury, duration of which is unknown or extra man for a specific department. This is a Bid Job.
- b. Summer Help-Recall - Person having recall rights brought back for specific purpose of filling in for employees on vacation.
- c. Summer Help - No contractual rights - Persons hired to fill in for people on vacations, generally sons or daughters of employees.

## 2. Summer Help with no contractual rights will be excluded from all bidding.

Summer help with recall rights will not be eligible to bid on departmental openings as provided for in Article V, Section 10(a) and (b) 1-2-3-4 of the Labor Agreement dated May 8, 1987.

## 3. Summer Help-Recalls are eligible to bid on divisional jobs posted at the plant entrance provided he/she has more seniority than employees with recall rights who are still on layoff status.

## 4. When the need for a employee no longer exists the following procedure will be followed:

- (1) Summer help - no contractual rights. Immediately layoff.
- (2) Spare - Exercise seniority as outlined in the contract.
- (3) Summer Help - Recall rights - Replace the worker with the least divisional seniority provided he or she has the immediate ability to do the work.

## 5. Any employee, other than non-permanent, will have the option to displace the least senior non-permanent employee in that department before having to leave his or her shift or department. The immediate ability provision of this bumping process will apply.

## 6. Summer Help with or without seniority rights may be assigned to any shift depending on departmental needs.

## 7. Temporary Employees already employed as of the date of this Memo will be treated as Summer Help Recalls.

<i>Norm Lince</i>	<i>Walter Leichty</i>	<i>Andrew Carey</i>	<i>RD Manfred</i>
Norman Lince	Walter Leichty	Andrew Carey	Robert D. Manfred
Shop Chairman	President	Asst Shop Chairman	Vice President
Local #56	Local #56	Local #56	Engr & Human Res.

July 12, 1989

Addition to MEMO OF UNDERSTANDING...

Reference to lc - no contractual rights refers only to bidding and bumping rights.

*Norm Lince, Jr.*  
Norman Lince, Jr.  
Shop Chairman  
Local #56

*RD Manfred*  
Robert D. Manfred  
Vice-President  
Engineering & Human Resources

REVERE COPPER PRODUCTS, INC.  
ROME DIVISION

MEMO OF UNDERSTANDING  
March 12, 1990

Revere Copper Products, Incorporated, is committed to maintaining a safe, healthful, productive working environment for all of its employees. The presence of drugs and alcohol in the workplace and the influence of those substances on employees during working hours presents safety and health risks unacceptable to both the users and others coming in contact with him or her. Substance abuse is not only a threat to safety but interferes with the orderly conduct of the business and threatens all employee's economic well being. This substance abuse policy and testing procedure is not intended to regulate the off-the-job activities except to the extent that these activities substantially interfere with the on-the-job performance, conduct or safety.

The DIVISION and the Union recognize the dangers of substance abuse to the employee and the business, therefore, the parties recognize that the following principles of conduct may subject violators to disciplinary action consistent with company policy. Rules of conduct regarding substance abuse may be modified from time to time as state, federal, or local regulation requires.

- The use, sale, purchase, manufacture, possession, or transfer of an illegal drug or alcohol or being under the influence of an illegal drug or alcohol during working time, or at any time while on company property or in a company vehicle on company business is absolutely prohibited.
- Employees whose use of a legal drug may result in impaired function must report such drug used to the First Aid Department upon reporting to work.
- The company reserves the right to conduct reasonable inspections of employees, their lockers, desks, tool boxes, lunch boxes, briefcase or other containers brought into company property. Such inspections will only be required when the company has reason to believe the employee is in violation of the rules contained in this policy. It will not be implemented in an arbitrary, capricious or indiscriminate manner. Such inspections are in addition to the company's usual right to continue routine industrial inspection practices. For purposes of this policy, closed containers of alcoholic beverages in car trunks are not considered a violation.
- Refusal to submit to reasonable inspection will be considered the same as refusal to submit to testing procedures as contained herein.

In addition to all new hires, the DIVISION will conduct drug and alcohol testing for employees when recalled under the seniority provisions of the current Labor Agreement, and on employees returning to work following Leaves of Absences for any reason greater than thirty (30) days.

The DIVISION may require any current employee to undergo testing for drugs and alcohol under the following circumstances:

- When the Company has reason to believe based on observed employee behavior, credible reports, or other information, that the employee may be under the influence of illegal drugs or alcohol
- When the employee is involved in an industrial accident anywhere on company property or in a company vehicle off the property, or if the employee was involved in a "near miss" which resulted or was capable of resulting in an injury requiring professional medical treatment
- When the employee is observed exhibiting certain behaviors by supervision or other employees including unexplained, significant deterioration in individual job performance; significant change in individual personality (i.e. repeated abusive behavior, insubordination, etc.); excessive absenteeism; self identification; unexplained absence from normal work area where there is reasonable cause to believe that this absence may be the result of substance abuse or as a condition of any agreement between the company and the employee.

The DIVISION agrees to apply reasonable testing procedures including acceptable chain of possession procedures in order to assure the accuracy and reliability of test results. The DIVISION further agrees to develop a procedure assuring the greatest possible degree of employee privacy as well as the security of test results.

Employees testing positive or refusing such tests shall be subject to the normal disciplinary procedure based on the individual's disciplinary history and the circumstances of the incident resulting in the test.

Employees testing positive on the second test will be subject to the normal disciplinary process and in addition may be required to undergo a program of rehabilitation as a condition of reinstatement, depending on the individual's disciplinary history and the circumstances of the case.

The DIVISION agrees to continue offering assistance to employees with substance abuse problems consistent with past practice. Admission of a substance abuse problem or participation in a rehabilitation program shall not serve to mitigate disciplinary action for other related or non-related violations of company rules.

Nothing contained herein shall constitute a waiver of the union's right to enter a grievance over the appropriateness of the action taken by the company as the result of substance testing.

REVERE COPPER PRODUCTS, INC.  
ROME DIVISION

By Kevin P. Clary

LOCAL NO. 56  
MECHANICS EDUCATIONAL SOCIETY OF AMERICA

By Walter E. Leichly

Approved By Jim R. Glatz

WITNESSES:

Richard W. Stuber  
Edward J. Kozal  
Robert D. MacFried  
Norm Jones Jr.  
Robert A. Swider  
Andy Casey  
William R. Perry  
James W. Kimmelf.

August 19, 1993

MEMORANDUM OF AGREEMENT

This memorandum will set forth the terms and conditions whereby retired employees, who were formerly employed in positions within the bargaining unit, may be employed by the Division in a part-time capacity.

It is understood that the intent of this agreement is to provide a method of "filling in" for full time employees during periods of vacation, weekends, and other absences (absences due to accidents and illnesses not to exceed 30 consecutive calendar days without the mutual consent of the Division and the Union) and is not to be used to displace regularly employed full time employees.

Former Division employees, who have retired under the terms of the Pension Plan for Hourly Employees, and/or the 401(k) Plan for Hourly Employees may, on a voluntary basis, be re-employed by the Division on a part time basis, not withstanding the provisions of the Labor Agreement, subject to the following:

1. Retirees employed under the terms of this memo will not be considered "permanent" or "regularly employed", but shall be considered "part-time hourly rated" employees.
2. Persons working under this agreement shall not accumulate seniority, shall not have their former seniority rights restored, and will be considered "at-will employees" for the duration of the period of employment. The Division agrees not to modify the terms of this agreement, with respect to any part time employee covered by this agreement, without the express consent of the Union.
3. Persons working under this agreement shall not be eligible for coverage under any of the group insurance or other benefit programs provided for regular or full-time employees. No credited hours for pension purposes will be provided. Part-time employees will be covered by statutory benefit programs including, Social Security, Unemployment Insurance and Workers' Compensation. Retirees working under the terms of this agreement will suffer no loss in pension benefits or medical coverage as a result of this agreement.

Revere Copper Products, Inc.  
Memorandum Agreement

Page 2  
August 19, 1993

4. In the event State or Federal legislation conflicts with any portion of the agreement, the statute will supersede that portion of the agreement and the parties will meet to confirm the details.
5. This agreement will not be used to displace a regular or full-time employee. Regular employees will still be provided with the first rights for overtime, subject to existing agreements and practices pertaining to over-time assignment.
6. Retirees working under this agreement will be paid the prevailing rate including shift premium for the position they are working at and will be eligible for payment under the Revere bonus plan. They will not be eligible for any payments under the Profit Sharing Plan. Overtime premium payment will be based on terms equivalent to the current labor agreement.
7. Part-time employees will not accrue any credit for vacation purposes nor be eligible for paid holidays, funeral pay, jury duty or any similar paid time off.
8. Unless stated otherwise herein, the terms of the Labor Agreement shall not apply to persons working as a result of this memorandum.
9. This agreement will not supersede the terms of the labor agreement as it applies to regular, full-time employees.
10. Part time employees will be paid at the same time regular full-time employees are paid.
11. This agreement will not supersede the memorandum between the parties dated July 10, 1989 regarding temporary employees.
12. Either party may terminate this agreement prior to September 1, 1994 by giving the other party thirty (30) calendar days written notice of this intent. At the expiration of this thirty day period, the agreement will be terminated unless the letter has been withdrawn. On September 1, 1994 this agreement will be considered permanent, subject to collective bargaining.

Revere Copper Products, Inc.  
Memorandum Agreement

Page 3  
August 19, 1993

Made this 19th day of August, 1993 between Rome Division of  
Revere Copper Products, Inc. and Local #56, Mechanics Educational  
Society of America.

For The Union

Ray Calonda  
Thomas Lince, Jr.  
Thomas P. Bellisario  
Earl Hilles

For The Division

H. P. Clay  
Bill Reed  
\_\_\_\_\_  
\_\_\_\_\_

**Revere Copper Products, Inc.**

**And**

**UNITED AUTOMOBILE, AEROSPACE, &  
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA  
LOCAL 2367**

**Memorandum of Agreement**

**December 11<sup>th</sup>, 1996**

**Discipline Policy**

The purpose of this policy is to provide for uniform enforcement of plant rules and assure consistent application of those rules. This will help provide a safer and more efficient workplace.

It is understood that certain conduct not specifically forbidden by any published policy or rule, but that is clearly harmful to the orderly conduct of business, to the safety of employees or equipment, violates regulatory intent, or is against generally accepted standards of moral conduct, will result in disciplinary action.

Disciplinary action will generally, but not always, be taken in the following order for violations of rules or policies of a less serious nature: 1) verbal warning, 2) written warning, 3) three day suspension without pay, 4) five day suspension without pay and 5) termination. In exceptional cases, violations of these rules may have a greater than usual impact and may warrant a more serious disciplinary action than otherwise called for. An employee's entire record will be taken into account when determining the disciplinary action that is to be taken in a given circumstance.

In the event an employee is free from disciplinary action for a period of six months, and is later subject to disciplinary action for violation of one of the following, that action will be at the same level as the most recent discipline. For each six months beyond this initial six month period that passes without discipline, the disciplinary action will be retained by the company but will not be used in assessing a disciplinary action if they have "dropped off" in accordance with the foregoing. In assessing disciplinary action or removal of a step, all non-compliance with rules of a less serious nature will be considered cumulative, except as specifically excluded herein.

Following is a list of plant rules that are considered subject to the above progressive disciplinary action:

Punching the time card of another employee or permitting another employee to punch one's time card.

Failure to observe departmental working hour schedules (starting time, quitting time, rest and meal periods)

Solicitation, sales or offering for sale of any article or service, or distribution of materials of any kind on company property or on company time without prior approval of supervision.

Posting of notices on bulletin boards not designated for employee use.

Defacing or alteration of company property, tampering with bulletin boards

Organized gambling on company premises

Unsatisfactory work performance, through carelessness, negligence or incompetence

Making unauthorized repairs or adjustments to equipment or machinery

Smoking in a restricted area

Violation of parking rules

Leaving assigned work area without permission of a supervisor, except for reasonable personal needs

Misuse of time during work period

Operating machinery, tools or equipment to which the employee has not been assigned

Failure to immediately report an industrial injury or property damage incident

Failure to comply with general safety rules, JSA requirement or safety policy

The Company will expunge the disciplinary record of an employee regarding tardiness or poor productivity if he/she is free from disciplinary action for a period of 12 consecutive months.

Absenteeism:

- (a) Employees will be allowed 3 occurrences of unexcused absence per calendar year. This is intended only for situations related to personal or family emergency.
- (b) Any coaching of employees regarding record of attendance will not occur until after the 4<sup>th</sup> occurrence, and will then follow the progressive discipline provided above, except that
- (c) Four months of attendance without occurrences of unexcused absence will result in regression of any current discipline step to the prior discipline level. Disciplinary action for attendance will not be considered cumulative with discipline for other infractions of a less serious nature.

Failure to report for forced overtime assignment:

- (a) Discipline for failure to report for forced overtime assignment will begin with a written warning
- (b) Employees may not be terminated for failure to report for forced overtime
- (c) Disciplinary action for failure to report for forced overtime will not be considered cumulative with discipline for other infractions of a less serious nature.

When an employee has been solicited for overtime and agrees to work (or is scheduled by definition under Article XII) and is not subsequently cancelled:

- (a) The overtime days will be counted as part of the unpaid disciplinary suspension, when such overtime days fall within the period of disciplinary suspension
- (b) The employee will be eligible to work such overtime following their disciplinary suspension provided the suspension has been completed
- (c) An employee not present due to discipline when overtime opportunities are being offered will be treated in accordance with Article XI, section 6 and will only be assigned overtime during the same payroll week if operational needs dictate. In no case will an employee be assigned overtime during the suspension period.

- (d) Overtime days scheduled prior to commencing discipline will be counted as part of an unpaid disciplinary suspension when such overtime days fall within the consecutive period of disciplinary suspension.

Following are plant rules of a more serious nature, where the progressive discipline policy described above does not apply. In each instance, the nature of the conduct, the record of the employee involved, mitigating factors, the impact on the business and/or employees, the other relevant circumstances will be considered in determining the degree of discipline. It is understood that this list is not all inclusive and as such is not intended to limit the right of the Company to control employee actions as they effect the operation of the business.

Refusal to perform work assigned by a supervisor

Use of abusive or threatening language toward a supervisor or fellow employee

Fighting, horseplay or any other act which might endanger the safety of another person

Falsification of company records

Leaving during work hours without the permission of a supervisor

Deliberately delaying or restricting production, or inciting others to do so

Theft or unauthorized possession of company or other employee's property

Possession of weapons on company property

Possession, consumption or sale of intoxicants or illegal drugs on company property; reporting to work under the influence of intoxicants or illegal drugs

Destruction or abuse of company property

Refusal to permit examination of personal property (packages, lunch boxes, car trunks, lockers, etc.) while on company property

#### Lock Out/Tag Out Procedure

- (a) An employee's failure to follow the Lock Out/Tag Out procedure inherently endangers the responsible employee as well as his/her coworkers and is therefore an act of a more serious nature falling outside the scope of progressive discipline.
- (b) As a general rule, failure to initiate and follow through on each step in the Lock Out/Tag Out procedure will warrant a 3 day suspension.
- (c) Minor infringements within the Lock Out/Tag Out policy (e.g. failure to remove a lock from a machine which has been locked/tagged), where the employee makes a good faith attempt to correctly follow the policy and seeks direction when necessary, will be addressed under progressive discipline.
- (d) The Company and Union will follow the established procedure for an Employee who fails to remove a lock from a machine which has been Locked/Tagged.

**Revised May 1, 2014**

Revere Copper Products, Inc.

Rome Division

And

United Automobile, Aerospace and Agricultural

Implement Workers of America (UAW), Local 2367

Memorandum of Agreement

February 26, 1999

Recognizing that providing for the opportunity for advancement provides a benefit for both the Division and the Union, the parties have updated and reaffirmed a prior agreement dated February 22, 1966 concerning Management Trainees.

Suitable candidates for training as supervisors or other relevant position may be selected from the bargaining unit by the Superintendent or Department Manager. Selection will be based on the individual's performance, attitude and aptitude, substantiated by the records of the Human Resources Department, together with the objective evaluation by the individual's supervisor.

Following selection, the individual will be designated as a Supervisory Trainee. He/she will continue to belong to the bargaining unit and his/her former job will be filled on a temporary basis by addition, placement or daily assignment.

All training will be under the direction of the Superintendent and will consist of specific job assignments and observation periods covering jobs within the bargaining unit as well as management functions. Nothing in this agreement is intended to limit the right of the Division to assign the Trainee to work outside the unit or mill proper for purposes of training. Trainees' progress will be reviewed on a regular basis and if progress is not satisfactory, the Trainee will be returned to his/her former job. In the event the Trainee elects to terminate the training assignment, prior to the end of six months, he/she will return to the formerly held position.

During the training period, the trainee may temporarily replace an employee on a job covered by the bargaining unit, provided the position is directly connected with his/her training and the replacement in no way interferes with the regular procedure for filling vacancies. The intent of this paragraph is to allow the trainee to perform bargaining unit work in the event there is a need either on an overtime or straight time basis and all other eligible employees have been assigned.

**Memorandum of Agreement  
Management Trainees  
February, 1999**

The training period will be limited to six months. At the end of the period, the trainee will be promoted to a management position and his/her job considered open or if no position is available, returned to his/her formerly held position. The training period may be extended by mutual agreement of the parties.

While in this trainee position, the individual will be paid an hourly rate consisting of his/her former base rate plus average incentive as calculated over the 13 week period immediately preceding promotion. All benefits in force for bargaining unit employees will remain in place and wage administration will be applied in the same manner as other unit employees.

Made this 26th day of February, 1999.

**Revere Copper Products, Inc.  
Rome Division**

Kenneth P. Cleary  
Richard J. D.  
Edward Kozak  
David Lewis  
Robert L. Leber  
William D. Dorman  
Bill Reese  
Joe J. J.

**United Automobile, Aerospace and  
Agricultural Implement Workers  
of America (UAW), Local 2367**

Norm Prince Jr.  
Bob Smith  
Rene Kohn  
Brian Miska  
Jay Calandra  
Anthony J. Barusso  
Jack Tompkins  
James H. Lee  
Vern Howard  
Mike Cook

**REVERE COPPER PRODUCTS, INC.**

**ROME DIVISION**

**And**

**UNITED AUTOMOBILE, AEROSPACE &**

**AGRICULTURAL IMPLEMENT WORKERS OF AMERICA**

**LOCAL 2367**

**Memorandum of Agreement**

**February 14, 2001**

WHEREAS, Revere Copper Products, Inc. (the Company) and Local 2367 of the United Automobile, Aerospace & Agricultural Implement Workers of America (the Union) have continued to discuss the application of the Profit Sharing Plan agreed to by the parties as part of the 2001 Labor Agreement.

WHEREAS, the parties agree that it is in the interests of the Company, the Union and the employees that there be a profit sharing plan that encourages and rewards profitable operations.

THEREFORE, the Company and the Union agree that the following application of the Plan to be effective January 1, 2001:

- 1) The budget will be set so as to provide adequate debt service, a minimum level of capital improvements of \$3 million per year and pension funding of \$2 million (or more if required).

Revere Copper Products, Inc. and  
UAW Local 2367  
Memorandum of Agreement  
Profit Sharing Plan  
February 14, 2001

- 2) The profit sharing bonus is to be based on the following formula: For the first \$500,000 of net income that exceeds the budgeted level of net income, an annualized bonus of \$400 will be paid. For amounts less than \$500,000 (but more than the budgeted level), a proportionately lower amount will be paid. If net income exceeds the aforementioned \$500,000 amount, for each \$500,000 increment above that, a \$650 (or proportionately lower) per person bonus will be paid. For example, if Revere's net income exceeds the budgeted net income level by \$1,000,000, a \$1,050 per employee bonus would be paid.
- 3) So as to provide for a more effective incentive, the profit target and the bonus payment will be prorated, using the following principles:

-The prorated monthly net income targets at the \$500,000 level for profit sharing plan purposes would be established by adding the following amounts to the budgeted net income for each month:

- a) four week month - \$38,460
- b) five week month - \$48,075

-The prorated monthly net income targets at the \$1,000,000 level for profit sharing plan purposes would be established by adding the following amounts to the budgeted net income for the month:

- a) four week month - \$76,920
- b) five week month - \$96,150

-The profit sharing payment will also be prorated on the basis of 1/12 of the annual payment, with 75% of the payment being made on a monthly basis. The remaining 25% will be reserved against any year-end payment that may be incurred if the company meets its full year net income targets for purposes of this plan.

-Any annual payment will be made after audited financials are available and will be calculated using the annual formula specified in paragraph 2) above, less any amounts paid on a monthly basis as described in this paragraph.

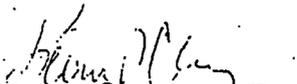
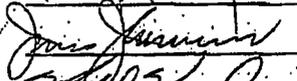
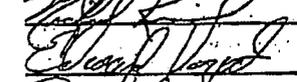
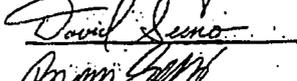
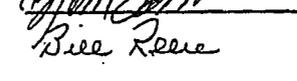
Revere Copper Products, Inc. and  
UAW Local 2367  
Memorandum of Agreement  
Profit Sharing Plan  
February 14, 2001

- 4) The payment and calculation of profit sharing will be based on Rome Division net operating income. In order for profit sharing to be paid, Rome Division must beat its budgeted profit with the amount of profit sharing determined by the extent that the Division exceeds its budget.
- 5) In the event payment of profit sharing causes the corporate net operating income to fall below its budgeted level, then the payment level will be adjusted to allow corporate results to return to budget level.
- 6) There will be no cap on the profit sharing bonus. Plan language will provide for the exclusion of extraordinary items and business transactions. Merger and/or acquisition or similar business arrangements will permit recalculation or discontinuation of the plan.

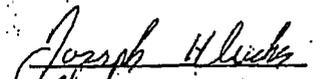
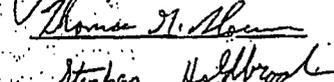
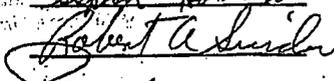
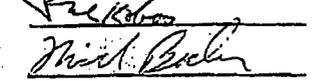
Upon execution, this memorandum will become effective January 1, 2001.

Made this 14<sup>th</sup> day of February, 2001.

Revere Copper Products, Inc.  
Rome Division

  
  
  
  
  
  
Bill Reese

United Automobile, Aerospace &  
Agricultural Implement Workers  
Of America, Local 2367


Revere Copper Products, Inc. and  
UAW Local 2367  
Memorandum of Agreement  
Profit Sharing Plan  
February 14, 2001

For the Division (cont.)

*[Signature]*

*[Signature]*

William Drumm

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For the Union (cont.)

*Anthony Bonner*

*Donald L. Stearns*

*Jack Tompkins*

*Ken Harold Jr.*

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**REVERE COPPER PRODUCTS, INC.**

**ROME DIVISION**

**And**

**UNITED AUTOMOBILE, AEROSPACE &  
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA**

**LOCAL 2367**

**Memorandum of Agreement**

**February 14, 2001**

**FAMILY AND MEDICAL LEAVES OF ABSENCE POLICY**

The parties have agreed to certain amendments to the Division's Family Medical Leave Act (FMLA) policy. These changes are reflected in the following Memorandum of Agreement.

- (a) The employees and the Division will have all of the rights and responsibilities established by the Federal Family and Medical Leave Act ("FMLA"). Any violation either of the federal Family and Medical Leave Act or of any state laws relating to family or medical leave shall be subject to the grievance and arbitration provisions of this Agreement in addition to any other remedies provided by the law. A leave of absence is generally available under FMLA for:
- i. The employee's own serious health condition that makes the employee unable to perform his job;
  - ii. Care of a spouse, child or parent who has a serious health condition;

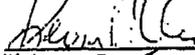
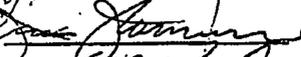
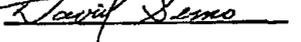
UAW Local 2367  
Memorandum of Agreement  
Family and Medical Leaves of Absence Policy  
February 14, 2001

- iii. The birth and care of a newborn child or placement of a child with the employee for adoption or foster care.
- (b) A family and medical leave of absence is unpaid except to the extent expressly provided herein.
- (c) Any employee is eligible for a family and medical leave of absence if the employee has been employed by the company for twelve (12) months at the time the leave is to begin and has worked 1250 hours or more during the year immediately preceding the year in which the leave is to start.
- i. A maximum of twelve (12) work weeks of family and medical leave may be used in any calendar year. A leave related to the serious health condition of the employee or family member may be scheduled on an intermittent or reduced scheduled basis when medically necessary (e.g. to receive recurring physical therapy or chemotherapy treatments). However, the employee taking leave on an intermittent or reduced scheduled basis may, seniority permitting, be temporarily assigned by the Company to another position with equivalent pay and benefits that better accommodates the leave and the operation of the company.
  - ii. In the case of leave related to the serious health condition of the employee or family member, the employee must make a reasonable effort to schedule planned medical treatments so as not to disrupt unduly the operations of the Company. The employee must also request such leave for planned medical treatments at least thirty (30) days in advance, or as close to thirty days as possible. The employee may be asked to provide medical certification of the serious health condition requiring leave, and leave may be denied if medical certification requirements as allowed by FMLA are not met.
  - iii. When leave is taken because of a serious health condition of the employee, the employee may, at their option, use as part of the leave accrued vacation time.

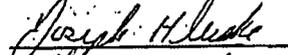
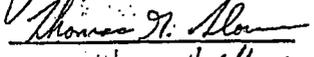
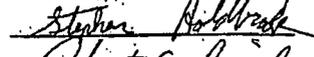
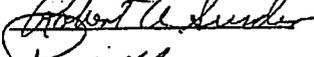
UAW Local 2367  
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Family and Medical Leaves of Absence Policy  
February 14, 2001

- iv. When leave is taken because of the serious health condition of a family member, the employee may, at their option, use as part of the leave accrued vacation time.
  - v. Absences due to occupational injury or illness will not serve to reduce the amount of FMLA leave an employee is otherwise eligible for.
  - vi. During a FMLA leave there will be an accrual of seniority as with any other leave of absence.
- (d) In the cases of leave related to the birth or care of a newborn or the placement or case of a child placed with the employee for adoption or foster care, the employee must make the leave request at least thirty (30) days in advance, or as close to thirty days as possible. The employee may, at their option, use as part of the leave accrued vacation time.
- (e) Any employee who returns from an authorized family and medical leave will be returned to their previous position or to an equivalent position, seniority permitting. Employees electing to return from family and medical leave early will be returned to work not later than the first scheduled work day in the work week immediately following the week in which they give notice to the Company that they wish to return early and they complete the Division's medical clearance procedures. They will be returned to their previous position or to an equivalent position, seniority permitting. An equivalent position is defined as the same pay, benefits and working conditions as outlined in the FMLA. Group health benefits, and all other employee benefits, will be provided during the leave on the same basis as before the leave.

For the Division

For the Union


UAW Local 2367  
Memorandum of Agreement  
Family and Medical Leaves of Absence Policy  
February 14, 2001

For The Division (cont.)

*Gregory Goss*  
*[Signature]*  
*[Signature]*  
*Bill Peera*  
*William Drum*  
   
 

For the Union (cont.)

*Michael*  
*Anthony Corino*  
*Donald L. Hartman*  
*Jack Tompkins*  
*Ken Hendricks*

**Revere Copper Products, Inc., Rome Division****And****UAW Local 2367****Memorandum of Understanding - Employee Safety**

The Division and the Union share a joint objective in the prevention of accidents and the promotion of occupational health. Both parties believe in, and are committed to, the concept of continuous improvement in the area of health and safety and believe that these objectives can best be met by cooperative efforts. The Division and the Union will cooperate to the fullest extent possible to promote occupational health and safety, increase employee awareness and in the enhancement of the safety program. The intention of this memorandum is to define the major areas of joint participation in the safety program and increase overall awareness and acceptance of the program.

This memorandum is in no way intended to limit management's rights and responsibilities with respect to accident prevention, nor is it intended to limit the rights and responsibilities of the Union as to its representational duties.

**Commitment and Responsibility**

The Division considers occupational health and safety a priority and as such devotes considerable resources and efforts to maintaining and improving its programs in this area. Management responsibility includes, but is not limited to: 1) Developing programs, procedures and regulations that are intended to promote occupational health and to reduce the number and severity of accidents; 2) Establishing responsibilities, accountabilities and audit mechanisms to assure that policies, procedures and rules are properly implemented and enforced; 3) Devise ways to promote employee awareness of safety and health matters; 4) Providing the appropriate level of training to make employees aware of the potential hazards in their work and to develop a safety conscious workforce; and 5) Developing and implementing programs and processes to ensure compliance with relevant regulations.

The Union will actively support the Division's efforts in promoting Occupational Health, Safety and accident prevention. Further, the Union will participate in all joint programs as detailed in this memorandum.

Recognizing that employees are an essential element in an effective accident prevention program, employees will conduct themselves in accordance with the Division's policies and procedures, including the proper use of PPE, compliance with

safety rules and regulations, reporting unsafe conditions, near misses and performing his or her work in a safe and responsible manner. The Division will ensure, through proper training, that all employees are aware of any known hazards relating to each work site.

### Departmental Safety Teams

Safety Teams have been established on the departmental level, which meet at regular intervals. These consist of the safety representative from each work group team and a facilitator. Each team will produce minutes of each of its meetings and distribute them to the appropriate personnel. The responsibilities of the departmental safety teams include, but are not limited to: discussion of specific hazards within the work area; communication of safety concerns to the individual teams; departmental supervision and the Divisional Safety Team; inspection and audit; initiate and follow up safety work orders; perform research on safety related issues; suggestions made to the Divisional Safety Team for program enhancement; and, review and feedback on concepts as requested by the Divisional Safety Team.

### Divisional Safety Team

The Divisional Safety Team includes the Safety Director (Team Leader), Union Safety Representative, a Superintendent, Shop Chairperson, VP Operations and VP Environmental and Human Resources. Decisions made by the Team are made on a consensus basis. The principle responsibilities of the Divisional Safety Team are: to provide oversight and assistance to the Departmental Safety Teams; develop, consider and review new safety policies along with revisions to existing policy; inspections and audits; accident and near miss investigations; develop programs to increase employee awareness; review safety training programs; analyze statistical data and expedite difficult solutions to safety problems. The Divisional Safety Team meetings are scheduled weekly. The divisional Safety Team will review major modifications to machines to ensure that appropriate health and safety considerations have been addressed. In the event the modification is to be made before a meeting is to be held, the USR and Safety Director will review it.

### Job Safety Analysis

Job Safety Analysis (JSA) is an essential element of employee safety training. A JSA is a task specific analysis of each job that identifies the hazards associated with each element of the job along with the precautions that are to be taken to prevent injuries. The JSA also contains PPB requirements as well as noting any hazardous substances associated with the operation. JSA exist for production operations and certain maintenance tasks. Further JSA development for maintenance tasks will be performed as practical and resources permit. The JSA is to be reviewed in depth with the employee by the supervisor as part of the training for each job. Annual JSA review is to be conducted with each employee by the supervisor. Additionally work group teams periodically review JSA(s) to determine if revision is needed. The Safety Director is responsible for

coordinating the JSA program and is the final approval authority for new JSA(s) and revisions to existing JSA(s).

### Training

The parties recognize that effective training is an essential part of any safety program. Safety is a major portion of new employee orientation. Safety training is also a critical element in on the job training for every job in the mill. The Division also conducts other specialized training related to safety, such as tractor operations, right to know, respirator fit and use, etc. that are required to perform these tasks safely. The parties recognize that this training is important and by its nature is a required part of the job.

### Union Safety Representative

The Union Safety Representative is appointed by the Union Shop Chairperson to assist and provide expertise in safety and health matters. The USR also provides support to the Division's Safety Director in promotion of employee safety programs and activities. To be effective, the USR must possess a sound background in safety and health and be highly motivated to achieve positive results in accident prevention.

In performing his duties, the USR will: participate in two-way communications with the Safety Director; be notified of significant safety occurrences (serious injuries, recordable accidents, fires, reported near misses, property damage accidents that could have resulted in personal injury and health and hygiene testing); participate as a member of the Divisional Safety Team; participate in accident investigation, provide feedback to the Safety Director; assist the Divisional Safety Team by following the progress of certain long term projects; assist in safety training by the Safety Director; attend seminars and training; assist the Safety Director and the Shop Chairperson in dealing with safety matters and attend Departmental Safety Team meetings at the request of the Safety Director or the Divisional Safety Team to present information or answer questions. At the USR's request, and by mutual agreement, access to the plant will be provided to appropriate Union members of the Plant Health & Safety Committee and the International Union in order to conduct investigations.

### Complaints

The Division and the Union recognize that the prompt resolution of complaints and correction of conditions and/or actions that may lead to accidents is an important element in an effective safety program. Therefore, each is committed to making good faith attempts to resolve disputes based on the merit of the complaint.

All employees are encouraged and expected to report unsafe conditions to their supervisors as soon as they become aware of such situation. Mill management is expected to take action to correct such condition in a timely manner as dictated by the potential for injury presented by the condition. In the event an employee is not satisfied

with the response to his complaint, he/she may request the assistance of his steward or the Union Safety Representative to help resolve the matter.

To assist in expediting the resolution of safety matters, in the event that the Union determines that a safety matter should be presented to the Division in writing, the following procedure will apply. The Shop Chairperson and Union Safety Coordinator will review these write-ups and determine if they should be presented to the Divisional Safety Team for consideration, except for instances that are considered life threatening, which will be dealt with in a timely manner. That team will determine the relative priority of the matter(s) contained in the write-ups and their disposition.

In any case, if the parties are unable to resolve any disagreement, the dispute will be resolved through the grievance and arbitration procedure contained in the labor agreement, as has been the case in the past.

### Program Development

The Division and the Union believe that the pursuit of a zero accident environment is a worthwhile goal and will continue to develop and improve programs with the objective of eliminating accidents. This necessitates that new programs and concepts will be continually developed and those programs that are no longer necessary or effective will be eliminated or improved.

### Liability

The International Union, UAW, Local 2367, Union and joint health and safety committee, Union office, employees and agent shall not be liable for any work connected injuries, disabilities, or diseases which may be incurred by employees of the company or its subsidiaries or by third parties while on company property. This is not intended to, and does not, increase the company's liability in such cases beyond its normal exposure, if any (i.e.) worker's compensation.

### Memo Not All Inclusive

This memorandum is not intended to include all the elements of the Rome Division safety program, nor is it intended to limit the scope of the program. But rather, this memorandum is intended to outline the basic cooperative efforts of the parties with respect to safety and health as well as laying the groundwork for continuing cooperation and further reduction of accidents.

Made this 14 day of February, 2001

For the Division

John W. [unclear]  
John [unclear]  
William [unclear]  
Edward [unclear]  
David [unclear]  
John [unclear]  
John [unclear]  
John [unclear]  
Bill [unclear]  
[unclear]

For the Union

Joseph H. [unclear]  
Thomas J. [unclear]  
Stephen [unclear]  
Robert A. [unclear]  
Paul [unclear]  
Michael [unclear]  
Anthony [unclear]  
Donald [unclear]  
Jack [unclear]  
Ken [unclear]

Revere Copper Products, Inc., Rome Division

And

UAW Local 2367

Summary of Agreement

Subject: Union Representation

The Division and the Union have agreed to the following concerning union representation and a program to enhance management - union relations.

Policy: The Division and the Union have agreed to the following program that is designed to encourage open communications between the parties, encourage problem solving at an early stage and to provide for better informed committees.

1. Monthly the parties respective bargaining committees will meet to discuss--
  - Labor/Management relations in general
  - Business conditions, i.e. sales, financial results, market conditions and other matters pertinent to the business
  - Specific problems in the mill or that either party sees developing that would be appropriate to discuss at this level.
  - Projects or programs that affect the employees that need or would benefit from union input.
  - Other subjects that either party believes appropriate.
  
2. Every other month representative of the respective departments will meet. This will include the Shop Chairman, Department Committeeman, Stewards, Superintendent, HR representative and supervisor(s) as selected by the Superintendent.
  - These meetings will be held on a rotating basis to permit off shift participation.
  - Topics will include: General conditions pertaining to department, specific programs or initiatives; departmental results, key measures, specific departmental level problems.
  
3. Prior to the meetings described in 1) above, the Shop Chairman and the Vice President, Human Resources will meet to determine the agenda and length of the meeting. Prior to the meetings described in 2) above, the Shop Chairman and department Superintendent will meet to determine the agenda a length of the meeting. Meetings may be held more or less frequently by agreement of the parties. It is understood and recognized that the above program is not intended to replace other forms of communications and problem solving procedures.

Additionally, the Agreement will be modified as follows:

a) Article II, paragraph 8 will be modified by adding as a last sentence –  
“The Division agrees not to unreasonably withhold permission for union business relating to matters covered by this agreement.”

b) Article VII, paragraph 6, subparagraph a) will be modified by changing the existing language to read – “When one hundred (100) or more employees are working on any Saturday and/or Sunday shift, up to four (4) hours shall be allowed to the Chairman of the Shop Committee.”

Other: The parties agree that the practice concerning weekend overtime for the Shop Chairman will remain as it has been. That is, that substitution of another union official on overtime is not permitted, other than if that union official is filling in for the shop chairman for the week. In that event, that official will be allowed to work any weekend hours that the Shop Chairman would have been eligible for.

Revere Copper Products, Inc., Rome Division

And

UAW Local 2367

Summary of Agreement

Subject: Placement of Long Term Employees

The Division and the Union have agreed on the following terms concerning the placement of senior employees in the event of a long term lay off.

**Policy:** In the event of certain long-term layoffs, the Division has agreed to modify the application of the "immediate ability" provisions of the agreement.

**Procedure:** In the event there is a layoff that would require WARN Act notification, the provisions and practices that require immediate ability in bumping will be relaxed to allow for placement of senior employees. In these cases, the most senior employees whose jobs will be eliminated will be allowed to bump on positions included on the immediate ability list. Specifically excluded from this provision are the following positions that the parties recognize require extensive training and experience to gain proficiency:

Cast Shop

Caster

Reliner

Bar Mill

416 Operator

Rolling Mill

Cake Furnace Operator  
1715 Overhaul Operator  
1723 Reversing Mill Operator  
Nash Mill Operator  
1725 Slitter Operator

Hot Mill Operator  
1721 1<sup>st</sup> Rundown Operator  
1724 Z Mill Operator  
Bliss Mill Operator

Maintenance

Grinder

All Skilled Trades

**Revere Copper Products, Inc., Rome Division****And****UAW Local 2367****Summary of Agreement****Subject: Placement of Employees - Start of Shift**

The Division and the Union have agreed to the following concerning the placement of employees at the start of the shift:

**Policy:** Employees whose bid jobs will not be running for the day will be assigned work in accordance with their seniority and ability.

**Procedure:** Spares may be placed on positions to fill in for long term or short term absences in accordance with production and training necessities. At the beginning of the shift, employees whose regular bid job(s) will be down for the day may be placed in accordance with their seniority and ability on available open jobs. Ability to perform the job will be defined as possessing the skills to perform the job in question. An employee will be deemed as possessing the skills in question if his name appears on the ISO listing of individuals trained to perform the job, and/or the overtime list for the job. Alternatively, any employee whose regular bid job will be down for the day may elect to displace a spare whose assigned job he can perform and who possesses less seniority. In the event this happens, the displaced spare will be placed in accordance with production and training necessities.

**Other:** The parties have recognized the importance of prompt placement at the start of the shift so as to eliminate down time due to this procedure. The parties have also agreed to apply the "30 minute rule" in administering this agreement. It is also understood and agreed that the Division may require an employee(s) to remain with his regular bid job even though it may not be running if needed. The parties also understand and agree that this placement process will not apply to the extent that it causes an operation not to be run because of such placement through exercise of seniority.

Revere Copper Products, Inc.

Rome Division

And

United Automobile, Aerospace and Agricultural Implement

Workers of America, Local 2367

May 15, 2001

Memorandum of Understanding

The parties to this agreement recognize the mutual benefits of greater flexibility and therefore have decided to enter into this agreement to provide for "voluntary lay off/inverse seniority rule" under the following conditions and circumstances.

1. In the event a lay off becomes necessary due to business conditions, employee(s) may elect to volunteer for lay off on the basis of inverse seniority. The most senior employees will be offered the first opportunity on a voluntary basis. If there are an insufficient number of volunteers for the lay off, then the remaining lay offs will be administered in accordance with existing practices.

Volunteers must be identified prior to the start of the bumping procedure. After the bumping process has started, no further volunteers will be accepted for that round of lay offs.

2. The Division retains the right to refuse the application of any employee volunteering for lay off. Any voluntary lay off will be subject to the approval of the department superintendent, considering skills required to maintain efficient operations.

3. Such voluntary lay off will be for a period of up to sixty (60) days. Once electing a voluntary lay off, an employee may not request to return to work prior to the expiration of the sixty (60) day period. In the event business conditions warrant a recall of employees to work prior to the expiration of sixty (60) days, such recall will be made on the basis of skills required for the operation. Employees refusing recall will be subject to loss of seniority per the terms of the Labor Agreement. At the end of sixty (60) days, those employees on voluntary lay off will be returned to work in their former occupations, if the opening still exists. At the time those on voluntary lay off return to work, if business conditions still require a reduced work force, employees will be laid off in accordance with the terms of the labor agreement.

During the period of the lay off for up to sixty (60) days, an employee who has volunteered for lay off will retain the rights for his/her bid job and may only be bumped from that job if he/she would have been displaced on the basis of actual seniority in accordance with the terms of the labor agreement.

Because of the unique nature of this agreement, the separate agreement concerning "Placement of Employees - Start of Shift" will be administered at the discretion of supervision with respect to those positions occupied by replacements for those on voluntary lay off.

4. This agreement will be administered on a departmental basis and nothing herein will be interpreted to provide an employee with seniority rights in departments other than his/her own.

5. Employees electing to be laid off in accordance with the terms of this agreement will continue to accrue seniority for up to sixty (60) days. In the event an employee on voluntary lay off is put on indefinite lay off status on account of actual seniority, the original date of voluntary lay off will be used for seniority administration purposes. An employee on voluntary lay off does not have the right to bid on an opening that becomes available while on lay off. It is understood by the parties that the election to take a voluntary lay off will not exempt an employee from lay off due to actual seniority, should that become necessary at any time.

6. Benefits for employees electing a voluntary lay off will be administered on the same basis as for those laid off due to lack of seniority. Medical, dental and vision insurance will be continued for up to ninety days, provided the employee continues to make the applicable contribution. The employee may also convert life insurance in accordance with the conditions of that policy.

7. It is understood by the parties that the New York State Department of Labor makes the determination for eligibility for unemployment insurance benefits. Neither party to this agreement assumes liability for unemployment benefits for an individual volunteering for a lay off under the terms of this agreement if the Department of Labor denies those benefits. The Division will not contest the eligibility of an employee volunteering for lay off under the terms of this agreement.

8. Employees who have volunteered for lay off are subject to return to work procedures (drug screen and functional capacity evaluation) in the same manner as those returning to work from non voluntary lay off, consistent with current policy and practice.

9. Employees volunteering for lay off will be required to sign a form acknowledging that they understand and accept the terms of this agreement.

10. This agreement may be revoked by either party upon giving written notice to the other party at five (5) working days in advance of the intended revocation date. Such revocation will apply only prospectively to future voluntary lay offs. Any employee on

voluntary lay off at the time this agreement is cancelled will remain covered by the terms of this agreement until the voluntary lay off ends.

Signed this 15<sup>th</sup> day of May 2001 at Rome, NY.

For the Division

H.P. O'Leary  
[Signature]  
[Signature]  
William Diemus  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

For the Union

Joseph Hluska  
Thomas J. Sloan  
Bob Smith  
Michael [Signature]  
Anthony J. Bonner  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tuesday, April 12, 2005

Revere's policy is to reasonably accommodate employees with permanent disabilities so that they may continue in productive employment and remain contributors to the organization. It is also the policy of the Division to provide temporary alternate work assignments to employees recovering from injuries and illnesses so that the duration of any medical leave is minimized and his or her return to work is facilitated.

Reasonable accommodation and temporary work assignments made in accordance with this policy will be consistent with the individual's medical limitation(s), the Division's ability to provide work or make accommodation legal requirements and the rehabilitation value of the action.

*Thomas M. Brown*  
4-12-05  
*James Tully*

#### TEMPORARY ASSIGNMENT

The objective of a temporary modified work program is to encourage employees to return to the active work force as soon as their medical condition permits and to speed rehabilitation efforts designed to maximize the employee's recovery. This program will reduce Workers' Compensation and insurance expense and protect the employee's income and earnings capacity.

An employee who is recovering from an illness or injury, who is identified as being able to perform work on a modified basis, will be evaluated by the medical department and/or by an impartial medical examiner mutually agreed upon by the parties. Such individual will be placed in an appropriate alternate work position for a period of up to sixty (60) days. This alternate work assignment may consist of their regular position with some alteration, or another position within their capabilities. These positions will be maintained and staffed by employees on temporary modified work status and not subject to the usual bidding/bumping practices.

The Division will review the status of each employee on modified work status bi-weekly to assure the intent of this policy is being fulfilled and to determine if the assignment is still appropriate. Employees on modified work assignment will be paid the established rate of pay for the assignment and will accrue seniority and other benefits in the same manner as non-disabled employees. An employee on a modified work assignment may bid an open position if he or she is able to perform the position within the limits of their medical restrictions. Satisfactory evidence of any restrictions will be required.

Disputes involving such temporary assignments may be initiated by the Union at Step 3 of the Article VII Grievance Procedure and they may thereafter be pursued/processed in accordance with those provisions.

The Union will be provided with the names and assignments of any bargaining unit employees assigned to modified work. Bargaining unit employees may be provided with temporary modified work assignments outside the scope of the unit. Such assignment will not serve in any way to include this work in the unit in the future. In the event a temporary assignment is for less than full time, statutory calculation of benefits (or pro rata) will be made in accordance with appropriate regulations.

In the event an individual's circumstances require a temporary assignment exceeding sixty (60) days, the Union and the Division may mutually agree to an extension of up to sixty (60) additional days.

PERMANENT DISABILITY

*Thomas H. Brown* *Larry Tully*  
4-12-05

An employee who requires an accommodation to be made due to a permanent disability in order to continue working will request such accommodation through the Human Resources Department. The Human Resources Department and the Medical Department will obtain whatever information is necessary to determine if the accommodation being requested is practical, reasonable and if it can be made.

Such accommodation should be made, if possible, to allow the employee to continue in his or her regular position by modification of the duties or physical alteration of the workplace. If this is not reasonable and practical, then consideration will be made to provide another position within the limits of the person's disabilities. Such assignment will be made from those positions that are currently available and which the person is otherwise qualified for, seniority permitting; provided, however, that by written agreement between the Division and the Union such employees may be placed or retained on jobs they can do without regard to seniority rules.

Any reductions in the work force that might be made in the future will be made in accordance with the terms of the labor agreement and the disabled employee returned to that position only when the position again becomes available.

In the event no suitable open position exists that the disabled employee is qualified for and can perform within his/her restrictions (considering reasonable accommodation), s/he will be permitted to bump in accordance with the current labor agreement.

In the event a suitable position is not available at the time the permanently disabled employee requests accommodation, his/her name will be placed on a list by the Human Resources department for placement when a position becomes available.

Employees are obligated to provide satisfactory evidence of the disability requiring accommodation and cooperating with the Division and the Union in making a determination of reasonableness. An employee may be required to be examined by third party physicians, therapists and occupational or other medical specialists in order to make a determination. An employee who has had an accommodation made, may bid on an

open position if able to perform the open position without further accommodation. Employees permanently assigned work outside the bargaining unit will lose their status as a covered employee. Such assignment will not bring any work into the scope of the unit work.

This policy may be modified from time to time to meet the requirements of State and Federal regulations or to more effectively accomplish its intent. The Division reserves the right to require evidence of continuing permanent disability in order to properly administer this policy.

**GENERAL**

Records and medical information regarding individual employees requesting accommodation or assigned temporary modified work are considered privileged. As such, information will only be made available to those directly involved in the decision upon receipt of a written release.

REVERE COPPER PRODUCTS, INC  
ROME DIVISION

UAW LOCAL 2367

*Thomas J. Brown*  
4-12-05

*Larry Tully*

**Revere Copper Products, Inc.**

**And**

**UNITED AUTOMOBILE, AEROSPACE, &  
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA**

**LOCAL 2367**

**Memorandum of Agreement**

**May 14, 2005**

**Protected Jobs**

In order for an employee to exercise his/her seniority in accordance with Article X.15.a for the following positions, he/she must possess the immediate ability to perform the work, except that in order to bump a Spare Operator, he/she must possess equivalent skills or higher.

**Rolling Mill:**

1738/1154 Operator	Bell Anneal Operator
1723 Operator	1701 Furnace Operator
1715 Operator	1179 Operator
1724 Operator	1725 Operator
2391 Operator (two senior operators per shift)	1170 Operator
1741 Operator	1805 Operator
1831 Operator	1721 Operator
1176 Operator	2431 Operator
1706 Operator	Spare Operator

**Cast Shop:**

325 Caster	326 Spare Caster
351 Furnace Liner	Spare Operator

**Bar/Rod/Extrusion Mill:**

416 Roll Operator	2332 Vertical Press Operator
464 Furnace Operator	Extruder Head Man
Patina Operator (Sr. Employee Each Shift)	3002 Extruder Operator
2328 Wirth Operator (Sr. Employee Each Shift)	Spare Operator
Silver Flash Operator (Sr. Employee Each Shift)	5362 Inspector (Sr. Employee Each Shift)
Shift)	

In the event that an employee bumps into the 2391 Operator, Patina Operator, 2328 Wirth Operator, Silver Flash Operator and the 5362 Operator "protected" classifications, the application of the requirement as specified in Article X, paragraph 15(a) for "immediate ability" shall only apply to the bump replacement of the senior employee(s) holding such "protected" status.

In the event that an employee bids into the 2391 Operator, Patina Operator, 2328 Wirth Operator, Silver Flash Operator or the 5362 Operator "protected" classifications, the application of restriction or ability to bid as specified in Article X, Paragraph 9(i), shall be dependent upon the seniority of the bidding employee when compared with the seniority of the employee(s) on the shift in the "protected" classification. The employee bidding must have greater seniority than the "protected" employee(s) in order to be considered eligible to bid from one "protected" classification to another "protected" classification within the one (1) year job bid restriction period of Article X, Paragraph 9(i)

**Revised July 15, 2009**

**Revised May 1, 2014**

## Joint Productivity

The Company and the Union recognize that the world of manufacturing has changed dramatically. Both parties also realize the challenges of competing in a global economy. Additionally both parties benefit by working together to make Revere a competitive World Class manufacturing facility. This can only be achieved by empowering the employees and fully utilizing the expertise on the shop floor. Therefore a joint steering committee consisting of three (3) Union Officials (at the discretion of the Chairperson) and three (3) Management representatives will be formed for the purpose of jointly designing and implementing a process to prioritize and implement employee and productivity ideas. The work of this team will serve to augment the company's Lean Manufacturing Initiative that is currently in place. It will not have the authority to inhibit, minimize or diminish any Company implemented initiatives. Any requests for capital that are generated by the committee must be approved in accordance with existing policies and procedures.

Participation by others (other than the steering committee members) will be voluntary. This team will meet bi-weekly unless changed by the team. All decisions will be determined by consensus of the team.

It is understood that nothing in this agreement diminishes the Company's right to direct the workforce.

If job position(s) are eliminated as a sole result of actions of this team, the company will look to consume those vacancies through attrition. However, nothing shall restrict the company from adjusting the size of the workforce due to business conditions.

If necessary the team may elect to solicit the services of an independent mediator/facilitator to maximize team efficiency.

Revere Copper Products, Inc.  
And  
United Automobile, Aerospace and Agricultural Implement  
Workers of America, Local 2367

MEMORANDUM OF UNDERSTANDING

Modify Section 12 of the 2009 Memorandum of Agreement as follows:

The Division may from time to time appoint Lead-persons. Lead-persons will be members of the Bargaining Unit and generally report to a supervisor or superintendent. Lead-person positions will be posted by shift for bid and selected by management on the basis of qualifications and seniority with input from the Union Leadership. Lead-persons will be subject to layoff on the basis of seniority. Employees awarded a Lead-person position will have the option of ending their leadership role upon notice. The Company may discontinue a Lead-person's leadership role at any time. The Company or the Union may request a review of the Lead-person's job performance at any time. Lead-persons will be paid \$2.00 per hour above his/her classified rate. While performing the duties of this position any overtime worked in this position shall be added to such Lead-person's overtime equalization hours accrued.

In addition to the ordinary duties of their job description, a Lead-person's responsibilities will include assigning work, basic administrative tasks, assisting Bargaining Unit employees with problems with their jobs, helping to develop ways to get jobs running at maximum efficiency, conducting general training, ensuring that basic rules (including safety rules) are followed and referring such problems as maintenance and shortages of materials/tooling to supervisors if unable to resolve them themselves.

The Company may select a Temporary Lead-person in circumstances where a Lead-person would not be appropriate. In these cases, the Temporary Lead-person would remain in the Bargaining Unit and perform the same duties as the Lead-person and be compensated at rate of \$3.00 per hour above his/her classified rate, but not perform the duties of his/her regular position.

The Company will post the Temporary Lead-person position at the start of the calendar year and maintain the bid list for purposes of appointing eligible employees to this opportunity. Management determines whether or not there is a need to make such appointment. At no point will the appointment to a Temporary Lead-person exceed one year, unless there are no qualified bidders to be appointed to the role.

Lead-persons and Temporary Lead-person will not discipline employees.

In the case of both the Lead-person and the Temporary Lead - person, overtime assignments will be made first, then Lead/Temporary Lead-person will be arranged.

Note: Section 18 of the 2009 Supplemental Agreement is deleted.

May 20, 2011

Revere Copper Products, Inc.  
And

UNITED AUTOMOBILE, AEROSPACE, &  
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA

LOCAL 2367

Memorandum of Agreement

May 20, 2011

4th and 5<sup>th</sup> Shift

1. Shift Schedules
  - a. 4<sup>th</sup> and 5<sup>th</sup> shift for Maintenance Mechanics and Electricians will be 12 hour shifts (including paid lunch) Saturday, Sunday, and Monday.
  - b. 4<sup>th</sup> and 5<sup>th</sup> shift for Casters will be three (3) x 12 hour shifts (including paid lunch)
2. These employees will be compensated for 40 hrs straight time for working the 36 hours described above. Any hours not worked due to absence or unpaid leave will be deducted hour for hour from the 40 hours pay and will be covered whenever possible by employees from other shifts. Hours worked on a 4<sup>th</sup> day will be compensated at time and one half provided the employee has no unexcused absences during his/her regular work week. All hours worked outside of their regular shift on their regular work week or worked on a 5<sup>th</sup>, 6<sup>th</sup> or 7<sup>th</sup> day in the work week will be compensated at double time.
3. In the event a paid holiday occurs during the work week on the employee's regularly scheduled day off the employee may have a scheduled day off with 12 hours pay. Employees who work their regular shift(s) closest to the paid holiday for bargaining unit members working normal shifts will receive holiday pay. Holidays that fall on a regular work day will be treated the same as employee's working traditional shifts per the Collective Bargaining Agreement. Paid leave days (bereavement, jury duty, etc...) will be paid per the Collective Bargaining Agreement
4. When operations are shut down for a holiday period or any other type of prearranged temporary shut down that affects the regular work schedules of employees assigned to positions on the 4<sup>th</sup> and 5<sup>th</sup> shift, the following will apply:
  - a. Employees will be notified in advance
  - b. If the Company determines that there is an option available for the affected employee(s) to work hours outside of their regular shift schedule, the Union will be notified and the employees will be offered the work opportunity as a substitute for their regular schedule, and paid at straight time.

- c. Employees will have the opportunity to accept or decline the offer and will do so in writing on a form developed by the Company. Employees who do not sign the offer will be considered an automatic decline of the offer.
5. In addition to being paid 40 hours for working 36 hours; in those instances where there are hours not worked due to absence or unpaid leave, an employee working 8 hours or more of their regularly scheduled shift, will be paid an addition (2) hours for each shift, not to exceed an addition of (4) hours per payroll week.
6. Paid leave days, such as holidays, jury duty, bereavement, etc... that fall on a regularly scheduled work day, will be considered time worked and the additional (2) hours will be applied. This excludes normal paid vacation days.
7. Any hours worked on a shift covered by premium pay will be paid the premium for that shift.
8. If at any time there is a "no call/no show" the employee forfeits all of the adder pay for that payroll week.
9. 4<sup>th</sup> and 5<sup>th</sup> shift in the Cast Shop will be strictly voluntary and will be terminated prior to a M-F shift in the event of a workforce reduction.
10. 4<sup>th</sup> and 5<sup>th</sup> shift shall be limited to a maximum of:
  - a. 2 Maintenance Mechanics each shift
  - b. 1 Electrician each shift
  - c. No more than (2) shifts and no more than (2) positions per shift in the Cast Shop

Revised May 1, 2014

Attachment 6

**Revere Copper Products, Inc.**

TO: Mark Barbee, UAW International Representative  
FROM: Timothy Rosbrook- Vice President of Human Resources, Revere Copper Products, Inc.  
DATE: 4/14/14  
SUBJECT: Overtime Opportunities for Temporary Assignments

This letter is to summarize the Company and Union's agreement regarding overtime opportunities for employees who have been temporarily assigned to a different shift other than for serving as a trainee.

The parties agree that employees who are temporarily transferred to a different shift shall have overtime opportunities offered to them. The arrangement will be decided on a case by case basis and will not serve to deter the employee from accepting the temporary assignment. The decision will include production needs, any safety concerns regarding time at work/scheduling, and management of overtime opportunities on the employee's original shift



Timothy Rosbrook  
Vice President, Human Resources

**Attachment 7**

**Revere Copper Products, Inc.**

**TO:** Mark Barbee, UAW International Representative  
**FROM:** Timothy Rosbrook- Vice President of Human Resources, Revere Copper Products, Inc.  
**DATE:** 4/24/14  
**SUBJECT:** Benefit Representative

In reference to our discussions related to the role of a Union Benefit Representative, this letter is to summarize our agreement to meet and discuss this issue following the ratification of the 2014 Labor Agreement.

  
Timothy Rosbrook  
Vice President, Human Resources

REVERSE COPPER AND BRASS INCORPORATED  
SEME DIVISION

MEMORANDUM

Final Settlement of Grievance No. 2156

This grievance has been the subject of Mediation. That Mediation has resulted in impasse. The following is an understanding of how bumping will be handled in the future in the Mechanical Department: -

When there is a reasonable doubt regarding an employee's claim that he has the immediate ability to perform an available job, the employee will be assigned to the job for up to three shifts to give him an opportunity to demonstrate his immediate ability.

If he demonstrates that he has the immediate ability, the former worker will bump elsewhere in line with his seniority and ability.

An employee who for any reason is unable to perform the duties of the job will be assigned to an available opening or to the work of the employee with the least departmental seniority, regardless of shift, provided that he has the immediate ability to do it.

This application of a trial period shall apply only once per individual job in any series of moves occasioned by a reduction in force.

There is no intent to set up any practice in this procedure of any apprenticeship or other formal training period. However, it is recognized that the success of this procedure depends on close cooperation and sound judgment on the part of Union and Management representatives alike. The Supervisor should work as closely as possible with the Steward or Committeeman and keep him informed so as to avoid misunderstanding.

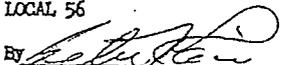
The three day trial period and the determination of immediate ability and satisfactory performance as outlined in this Memorandum shall not apply to Article V, Section 12, Subsection (a) (1) which explicitly limits seniority moves to "same position" and "position formerly performed satisfactorily".

In applying this to the specific grievance, the most senior of the grievants shall be afforded a trial period to demonstrate his ability as an Oiler. This trial period shall start Monday, April 21, 1980.

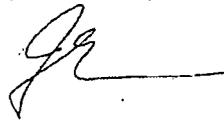
  
R. W. Lee

April 18, 1980

MECHANICS EDUCATIONAL SOCIETY OF AMERICA-AFL-CIO  
LOCAL 56

By   
Shop Chairman







November 15, 1989

## MEMO OF UNDERSTANDING

This Memo will outline procedures to be used in filling a temporary job in the Skilled Trade classes due to an employee being out for sickness or injury:

- (1) When it becomes necessary to fill a position due to a person being out due to sickness or injury, the Union will be notified of this intent.
- (2) A representative of the Company and a representative of the Union will then canvass all people presently holding and then those having held the particular classification, to see if they desire to fill the temporary position. This canvass will be done by seniority.
- (3) When this temporary position has been filled then a recanvass will be made to fill the new opening.
- (4) When no one in the Department who has been classified in a particular trade, expresses a desire to fill the temporary position it will be filled by the Personnel Department.
- (5) When the need for the temporary position no longer exists then all involved will return to their original jobs.
- (6) If during the period of the temporary fill-in a lay-off is affected, a more senior person classified to the particular trade may fill the position.

*Norm Lince Jr.*  
Norman Lince, Jr.  
Shop Committee Chairman  
Local #56

*RD Manfred*  
Robert D. Manfred  
Vice-President  
Engr & Human Resources

Walter Loichty  
President  
Local #56

*Andrew Carey*  
Andrew Carey  
Asst Shop Chairman  
Local #56

Revere Copper Products, Inc., Rome Division

And

UAW Local 2367

Subject: Interviewing for skilled trade positions and evaluation of new hires to the skilled trades.

Practice: Whenever practicable, a skilled tradesman of the same classification of the candidate being interviewed will participate with the department management representative in the interview process.

The union may, if they desire, provide the company with a list of those skilled tradesmen that they feel would best facilitate this procedure.

A grading system such as that currently used to evaluate the progress of apprentices will be developed for new hires to the skilled trades providing for a formal, inclusive and consistent probation period. The apprentice committee now in place will complete the schedule and system within 90 days of implementation of a new labor agreement.

The first evaluation will be completed by the appropriate foremen and the journeymen that the new employee spent time with following 8 weeks of employment. A 13-week review will follow. A member of the initial interview committee will serve as a permanent member of the evaluation team until such time that the probationary employee either achieves "A" rate or is terminated.

A determination of the new employees eligibility to be included on the overtime equalization list shall be made at the time of completion of the first 13 week review period. The department foreman and/or the union representative may request that a new employee be reviewed by the appropriate personnel for placement on the equalization list before completion of 13 weeks.

Notwithstanding anything contained in this agreement, the company maintains the rights granted under Article V (3) of the current labor agreement dated January 15, 1997.

**Revere Copper Products, Inc.**

**And**

**UNITED AUTOMOBILE, AEROSPACE, &  
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA**

**LOCAL 2367**

**Memorandum of Agreement**

**February 14, 2001**

**Maintenance Subcontracting**

The Company will make every effort to notify the Union a minimum of seven days in advance of contracted work.

If the Company fails to notify the Union of contracted out work, the grievant(s) may be entitled to one hour pay each. This would be paid to every person in the trade that was infringed upon by the contracted service.

Notices will be emailed to the Shop Chairman and Maintenance Committeeperson. Notices will also be placed in the shop mailbox.

Discussions with designated Union representatives will be granted upon request. Union requests for a review of contract work will be granted and mutually scheduled. The Union will prepare the agenda for the meeting.

As a result of the Company subcontracting any of its present work or services, no Bargaining Unit employee will be laid off. The foregoing shall not affect the right of the Company to continue arrangements currently in effect; nor shall it limit the fulfillment of normal warranty obligations by vendors nor limit work which a vendor must perform to prove out equipment.

Emergencies and the following list of contracted services would be excluded:

- Annual main power house boiler inspections, cleaning and repair
- Annual IGS and waste heat inspections
- Annual elevator inspections and testing
- Annual contract for HVAC in lab and offices
- Major roof repairs
- Road work, black top
- Railroad track and switch repairs
- Mobile crane work over our rated capacities
- Pollution sludge removal and transportation
- Scale repairs after Revere employees are unable to make repairs

(Cont.)

- Equipment balancing-fans, generators, etc...
- Furnace brickers
- Contracts for work in the Main Office and former Personnel building
- Technical representatives that work with Revere employees
- Asbestos removal
- Manhole repair
- Annual crane and hoist inspection

Although emergencies are excluded from notification, it makes good sense and is easier for Union Officials to explain why contractors are in here if the Company lets them know as soon as possible when the Company contracts for an emergency. This can be accomplished by a call to them or their supervisor.

Additionally, if the emergency is more of an equipment breakdown in nature and there is time to analyze prior to the decision to contract, a maintenance department Union Official should be part of the discussion.

For the Company

William Miller  
James Sumner  
Michael R. L.  
Charles Taylor  
David L. D.  
Byron Scott  
W. L. D.  
R. J. D.  
Rice Reese  
William D.

For the Union

Joseph H. Huske  
Thomas H. Blom  
Anthony Bonner  
Stephen Holdman  
Robert A. Lindor  
Ken Kabon  
Mike Brady  
Donald G. Hartman  
Jack Tompkins  
Ken Haniffa

Revised May 1, 2014

Thursday, April 21, 2005

MEMORANDUM OF UNDERSTANDING

April 21, 2005

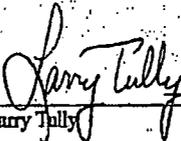
To: Tom Slocum  
Shop Chairperson

From: Bill Reese  
Manager Human Resources

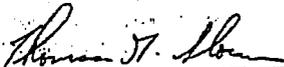
Subject: Outside Sub-Contractor Log

It is agreed, not later than June 1, 2005, the Division will develop a daily log of Outside Contractor employees who enter the plant. The log will record the contractor's time in, time out, the purpose of the plant entry and the number of contractor employees involved.

The Maintenance Department Superintendent will make a complete copy of the daily log available to the Chairperson of the Shop Committee upon request.

  
Larry Tully

4/21/05

  
Tom Slocum

4-21-05

September 21, 2006

**MEMORANDUM OF AGREEMENT  
SKILLED TRADES TRAINEES**

The Division and the Union recognize that from time to time, it may not be possible to recruit suitable, fully qualified candidates for the maintenance trades. The parties also recognize that it is in their mutual interest to assure that a sufficient level of maintenance skills is available to assure efficient operations. The purpose of this memorandum is to establish the conditions of employment and the program for those hired as trainees in the event the Division determines it is necessary to hire less than fully qualified individuals.

The parties agree that it is preferable to hire suitable, fully qualified personnel to fill opening(s) in the trades. However, when it is not possible to do so, the Division may fill any such opening with trainees, as it deems necessary, with the object of providing the trainee(s) with sufficient training and appropriate experience to allow them to progress to the journeyman level. Classifications covered by this memorandum include 955 - Maintenance Mechanics and 988 - Electronic Electricians.

The following conditions will apply to any employee covered by this memorandum:

- 1) All provisions of the then current labor agreement will apply, unless otherwise specified in this memorandum.
- 2) This memorandum is not a substitute for, nor shall it modify the existing agreements covering apprentices. The parties further agree that the Division will not hire any new maintenance trainees if the apprenticeship program for that trade is not active. During any reduction in forces, it is agreed that trainees will be laid off before apprentices in their respective trades.
- 3) The Division will notify the Union and the Apprentices Committee that it intends to employ such a trainee.
- 4) Openings for these positions will be posted in accordance with the provisions of the new bidding/posting procedure.
- 5) The Division will provide the candidate for the training position with specific information concerning the skills and experience that are necessary to become fully qualified for a journeyman position as well as the estimated duration of the training.
- 6) The trainee will be hired for a specific opening. It is recognized that it could take up to one year for a trainee to reach journeyman status, however, this one year time frame

T.G.S.

12-15-06

KFL  
12/15/06

**Skilled Trades Trainees**  
**September 21, 2006**

may be extended for up to an additional six months if the Apprentice Committee agrees it is necessary.

7) During the training period, the trainee will be provided with appropriate classroom and on the job training. It is recognized that that majority of this training will likely occur on the day shift.

8) Trainees will be hired at the 'C' rate of the classification in which they are being trained. Supervision and the Apprentice Committee will monitor the progress of each trainee. The Superintendent, based on input from supervision and journeymen who have worked with the trainee, will recommend when the trainee is to be advanced to the 'B' rate and ultimately to the 'A' rate as a journeyman. The Apprentice Committee will review and approve such change in rate.

9) A trainee who progresses faster than initially anticipated may be advanced more quickly than the time period anticipated in section 6 above. Training may also take longer than anticipated and nothing in the information provided in section 6 above will be construed as a guarantee of completion.

10) Any trainee who is unable to qualify for the trade position will be allowed to bump per Article V, 10 (c) of the Labor Agreement.

11) In the event of a reduction in force, if the position of the trainee is eliminated, he/she will be placed in accordance with the terms of Article V of the labor agreement. Upon completion of the training period, all other provisions of Article V of the labor agreement will be applicable.

12) While classified to the 'C' rate, Trainees will be included on the apprentice overtime scheduling list and subject to the provisions of that agreement, within the limits of his/her skills and ability. Upon advancement to the 'B' rate, the trainee will be included on the list for the appropriate trade and subject to the agreement associated with that list. Notwithstanding the provisions of this paragraph, generally, the trainee will work overtime only as part of a crew, unless he/she has previously demonstrated proficiency relative to the task to be performed and supervision believes that he/she can perform the task safely and competently.

T.G.S. 12-15-06  
KLS  
12/15/06

**MEMORANDUM OF AGREEMENT CONCERNING  
PERFORMANCE OF CERTAIN MAINTENANCE TASKS BY  
PRODUCTION WORKERS**

The Division is currently conducting an extensive ongoing program to improve the preventive maintenance of equipment and increase production capacity. In connection with this program, employees in production positions will be trained to perform certain maintenance tasks associated with their equipment.

There are certain maintenance tasks which a production worker can learn to perform with minimal training and which can be performed in a brief period of time and in a safe manner, including such basic tasks as:

- a) Daily visual inspection of equipment including periodic walk around of machine to look for loose fasteners, guards, fluid or air leaks; to ensure that equipment is safe and in good working order, the Operator will report the unsatisfactory condition(s) to his/her supervisor.
- b) Checking and adjusting of equipment, adding fluid to maintain proper levels, changing filters, and minor adjustments utilizing common hand tools including, but not limited to screw drivers and a crescent wrench.

A list of these duties will be maintained for each machine as the Lean Equipment Maintenance process proceeds and updated lists will be provided to appropriate union officials. The Division agrees to involve the Committeeman for the respective department at this stage. Should the Union disagree that a task(s) included on this list does not conform to the intent of a) and b) above, the Division may proceed with the training and performance of the tasks and the union may grieve the matter in accordance with the terms of the Agreement.

In the event the Division believes a task(s) identified in a lean maintenance event not covered by a) and b) above should be performed by a production worker, it will discuss the task(s) with appropriate Union representatives. It is understood that the performance of this task by the production worker(s) is subject to mutual agreement.

If the parties disagree as to whether change(s) made in the content of an employee's job resulting from the paragraphs above constitute a substantial change in a position that would warrant a new wage rate under the relevant terms of the collective bargaining agreement, the matter may be grieved by the Union.

May 20, 2011

Revere Copper Products, Inc.  
And  
United Automobile, Aerospace and Agricultural Implement  
Workers of America, Local 2367

MEMORANDUM OF UNDERSTANDING

Residencies:

This understanding covers 955 Maintenance Mechanics, 988 Electricians and 989 Utility Employees. It updates and supersedes the Memorandum of Understanding dated 4/24/1984, item #9 for the #906 Trade, the Memorandum of Understanding of 2/6/1989, Memorandum of Agreement 2/24/1999 "Attachment B" Part 3, Memorandum of Agreement 2/26/1999, Memorandum of Agreement 6/21/1999, Memorandum of Understanding 2/14/2001 Parts 1.(h) and (k), Memorandum of Agreement 7/23/2003, Memorandum of Agreement 5/1/2005, and all other Agreements and references concerning Maintenance Residencies.

Effective immediately, the Areas of Residency for the affected Classifications will be as follows:

955 Maintenance Mechanic:

Area	Shift	Employees
1. Rolling Mill	2 <sup>nd</sup>	6
2. Cast/Weigh/Bar Mill	2 <sup>nd</sup>	4
3. Boiler Room	2 <sup>nd</sup>	2
4. Wire Rope Inspector	2 <sup>nd</sup>	1
5. Grinding Room	2 <sup>nd</sup>	1
6. Welder	To Be Determined	2
7. Oiler	2 <sup>nd</sup>	1

989 Utility:

1. Environmental	2 <sup>nd</sup>	1
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988 Electrician

1. Rolling Mill	2 <sup>nd</sup>	2
2. Cast/Weigh/Bar Mill	2 <sup>nd</sup>	1

Any employee losing their residency as of the effective date of this agreement will have the ability to bump per the Collective Bargaining Agreement.

1) Transfers

(a.) Employees of the same classification may be temporarily transferred to within Areas of Residency for the purpose of vacation coverage, absences, or priority work. Employees who hold the same Classification will be canvassed for volunteers and assigned based on seniority and work priority as determined by the supervisor. Management may transfer employees at the beginning of the work day without restriction.

(b.) Temporary transfers of Employees to within Areas of Residency may be used for the purpose of upgrading and familiarization of skills.

(c.) Employees who hold a position in an Area of Residency may be temporarily assigned to perform work within their classification, but outside of their area of residency if necessary.

May 20, 2011

Page 1

2) Openings in an area of residency will be filled based on the results of a "shake up" of employees in the vacant classification, performed by a Maintenance Union Steward and lasting not more than 48 hours. The Maintenance superintendent will be informed of the results and communicate the placement plan to the affected employee(s) and to the Union.

3) For the purposes of Overtime Equalization, Employees will be equalized with other Employees holding the same Classification and assigned to the same shift except that Resident(s) in the Boiler Room and Cable Inspector will be equalized separately within their residencies. For weekday overtime, employees will be asked first for overtime in the department to which they are assigned.

4) **Boiler Room Resident**

(a) Due to the nature of the positions, the Boiler Room residents will be listed as critical positions.

(b) The Boiler Attendant(s) will guarantee coverage for weekends, holidays and call in assignments. The boiler attendant(s) will have a separate overtime list and separate call in list. Overtime will be assigned in accordance with the current CBA.

(c) The training period for the Boiler Attendant will consist of up to a twelve month program. However, this can be waived if the bidder has worked as a boiler room attendant for the last six months. Prior experience will be considered. Residents must demonstrate satisfactory completion of training before being considered a boiler room attendant and added to the boiler room overtime list. Unless a bidder has established qualifications as mentioned in this paragraph, he will be considered a trainee and can work overtime assignments only after the Boiler Room attendant has turned down the overtime, but in no case can the trainee provide overtime coverage in the boiler room. The Boiler Room Attendant may on occasions work other than his regular shift.

5) The Wire Rope Inspector Resident may be asked to work on shifts other than his/her regular shift to provide coverage as dictated by production.

6) A 2<sup>nd</sup> shift "floater" position will be used to cover the Boiler Room and Wire Rope Inspection Residencies

7) The Environmental Utility Resident will report to Environmental Department Management. Overtime for this position will be in the 959 group and this Residency will remain a Maintenance Position.

8) Notwithstanding anything contained in this agreement, the division retains all rights and obligations contained in Article III of the labor agreement. Specifically as regards residencies, the division retains the right to assign work direct personnel and determine the number of personnel in each residency at any time.

Revere Copper Products, Inc.  
And  
United Automobile, Aerospace and Agricultural Implement  
Workers of America, Local 2367

MEMORANDUM OF UNDERSTANDING

Revere will make available skills and knowledge training (to include outside education) for Skilled Trades employees based on the requirements of the classification and level.

Skilled Trades employees have the responsibility to maintain the skills and knowledge required for their *earned* level.

A yearly review of skills and knowledge by a committee including management and skilled trade members will determine promotions to the next level, or continuation of current level (NOTE: Review of skills required for moving from level 3 to level 2 will be accomplished at the 26 week mark).

**902 Machinist**

**Levels:**

902 Level 3	Journeyman Machinist	\$21.80
902 Level 2	Journeyman Machinist	\$23.25
902 Level 1	Journeyman Machinist	\$24.25
903 Level 1	Master Machinist	\$27.50

**Apprenticeship - per contract**

4 Year Program

**Journeyman Machinist 902: Progressing to level 2 from level 3**

Progression from Level 3 to Level 2 will be considered at the end of 26 weeks and eligibility is determined based on the employee's performance and review of skills and knowledge by a committee including management and skilled trade members. Any deficiencies preventing an employee from progressing will be communicated at this time. Employees who fail to pass Test/Demonstration may retest one time within the following 3 months, and will not be required to wait until the next committee review.

The employee, under maintenance supervision, works in a developing capacity with increased responsibility for performing a wide range of machinist assignments.

**The Employee must demonstrate knowledge of five (5) of the following qualifications:**

**\*These skills are required**

- Basic Math Skills\*
- Blue Print Reading\*
- Measuring Tools\*
- Lathe or \*Milling Machine Setup\*
- Boring Mill Setup
- Surface Grinder Setup

**Employees who progress through to Level 2 generally exhibit:**

- Satisfactory performance
- Possession of the required experience
- Work a reasonable amount of offered overtime including weekends
- Work safely
- Communicate effectively with both management and co-workers.

**Journeyman Machinist 902: Progressing to level 1 from level 2 (Yearly Review)**

A committee including management and skilled trade members will make promotion from level 2 to level 1 after a yearly review of skills and knowledge. Any deficiencies preventing an employee from progressing will be communicated at this time. Employees who fail to pass Test/Demonstration may be retested after a period of 6 months and will not be required to wait until the next committee review.

These employees perform a full range of maintenance machinist assignments using independent judgment to make decisions requiring the application of procedures and practice to specific work situations. Must have some mechanical knowledge. Know what equipment is best suited to achieve accuracy and make the best use of resources and, fully understand the limits and capabilities of our equipment.

**The Employee must demonstrate knowledge of ALL of the following qualifications:**

- Blue Print Reading
- Boring Mill
- EDM Room (Run all the machines) - OR - Grinding Room (Run all the machines plus Pro Mikes) *NOTE: Training for the EDM and Roll Grinding room are offered and rotated on set schedules*
- Knowledge of Materials- i.e. steel, bronze – the understanding of alloy numbers, when to use specific alloys, i.e. aluminum and cast iron.
- Lathe
- Math Skills
- Measuring Tools – Manual and Electronic (Micrometers / Calipers / Height Gauges / etc)
- Milling Machine
- Rigging of parts
- Surface Grinders

**Employees who progress through to Level 1 generally exhibit:**

- Satisfactory performance
- Possession of the required experience
- No attendance discipline above 2<sup>nd</sup> step
- Work a reasonable amount of offered overtime including weekends
- Work safely
- Communicate effectively with both management and co-workers.

**Master Machinist 903: Progressing to Master Machinist from level 1 yearly review - This job will be posted**

The 903 Master Machinist classification will be subject to the current job posting/bidding procedure and not subject to any Level progression. The employee may serve as a crew leader and oversee the work of lower-level Maintenance Machinists, Trades Trainees, and/or apprentice.

**The Employee must demonstrate knowledge of ALL of the following qualifications**

- Assembly of components (like press fit tolerances, shrink fit tolerances, prep surface for welding parts, allowances for heat treat distortion)
- Blue Print Reading
- Boring Mill
- EDM Room - Run all the machines
- Fixturing and Set-up of large parts (how to position parts on machine to achieve accurate results)
- Grinding Room – Run all the machines (plus Pro Mikes) *NOTE: If chosen as a Master this training will be provide @ the first opportunity if not previously provided*
- Knowledge of Materials- i.e. steel, bronze – the understanding of alloy numbers, when to use specific alloys, i.e. aluminum and cast iron.
- Lathe
- Math Skills
- Measuring Tools – Manual and Electronic (Micrometers / Calipers / Height Gauges / etc)
- Milling Machine
- Rigging of materials / arts
- Surface Grinders

**Employees who achieve the Master Level generally exhibit:**

- Satisfactory performance
- Possession of the required experience
- No attendance discipline above 2<sup>nd</sup> step
- Work a reasonable amount of offered overtime including weekends
- Work safely
- Communicate effectively with both management and co-workers.
- Ability and willingness to train others and to guide and evaluate the work of other machinist, ability to determine work priorities and assign work to others.

*NOTE: The job duties listed are typical examples of the work performed by positions in this job classification. Not all duties assigned to every position are included, nor is it expected that all positions will be assigned every duty.*

## 955 Mechanics

### Levels:

955 Level 3	Journeyman Mechanic	\$21.80
955 Level 2	Journeyman Mechanic	\$23.25
955 Level 1	Journeyman Mechanic	\$24.25
956 Level 1	Master Mechanic	\$27.50

### Apprentice

4 year program

### Trainee

Mechanic Trainees – this is a one year program where the person needs to prove that he knows the skills necessary to do the job. The current Agreement and MOA on Trainee will remain in effect. Employees hired as Maintenance Trainee will be hired at 955 level 3.

### Journeyman Mechanic 955: Progressing to level 2 from level 3:

Progression from Level 3 to Level 2 will be considered at the end of 26 weeks and eligibility is determined based on the employee's performance and review of skills and knowledge by a committee including management and skilled trade members. Any deficiencies preventing an employee from progressing will be communicated at this time. Employees who fail to pass Test/Demonstration maybe re-tested after a period of 6 months, and will not be required to wait until the next committee review.

The employee, under maintenance supervision, works in a developing capacity with increased responsibility for performing a wide range of maintenance mechanic assignments.

### **The Employee must demonstrate knowledge of three (3) of the following qualifications:**

- Basic Blue Print Reading / Service Manuals
- Basic Welding techniques and principles (Revere Standard)
- Basic knowledge of Hydraulics
- Basic knowledge of Pipe Fitting and Plumbing
- Basic knowledge of Boilers
- Basic know of Furnaces
- Tube Bending process

### **Employees who progress through to level 2 generally exhibit:**

- Satisfactory performance
- Possession of the required experience
- Work a reasonable amount of offered overtime including weekends
- Work safely
- Communicate effectively with both management and co-workers

**Journeyman Mechanic 955: Progressing to level 1 from level 2 (Yearly Review)**

A committee including management and skilled trade members will make promotion from level 2 to level 1 after a yearly review of skills and knowledge. Any deficiencies preventing an employee from progressing will be communicated at this time. Employees who fail to pass Test/Demonstration may be retested after a period of 6 months and will not be required to wait until the next committee review.

These employees perform a full range of maintenance mechanic assignments using independent judgment to make decisions requiring the application of procedures and practices to specific work situations.

**The Employee must demonstrate knowledge of Five (5) of the following qualifications:**

- Welding certification to Revere Standard (Must be current/up to date)
- Blue Print Reading / Service Manuals Trouble Shooting
- Hydraulics / Pneumatics' Trouble Shooting
- Pipe Fitting and Plumbing
- Boilers
- Furnace
- Tube Bending
- Rigging

*NOTE: The specific qualification or certification may be updated based on new technology or updated curriculum. Selection for eligible schools will be based on a history of demonstrated knowledge, skills, and experience in the discipline. Selection will be made by seniority where all else is equal.*

**Employees who progress through to Level 1 generally exhibit:**

- Satisfactory performance
- Possession of the required experience
- No attendance discipline above 2<sup>nd</sup> step
- Work a reasonable amount of offered overtime including weekends
- Work safely
- Communicate effectively with both management and co-workers.

**Master Mechanic 956: Progressing to Master Mechanic from level 1 (Yearly Review) - This job will be posted**

The 956 Master Mechanic classification will be subject to the current job posting/bidding procedure and not subject to any Level progression. The employee may serve as a crew leader and oversee the work of lower-level Maintenance Mechanics, Trades Trainees, and/or apprentice.

**The Employee must demonstrate knowledge of Eight (8) of the following qualifications (Note: One of the qualifications must be for our Boilers or our Furnaces)**

- Welding certification AWS D14.1 (Industrial Mill crane welding). They will also qualify if he/she is a welder certified to ASTM & AISI A-53 as it pertains to Section IX of the Boiler And Pressure Vessel Code. This covers the procedure for SMAW (Shielded Metal Arc Welding for what we call conventional or "stick welding" and NOT wire-feed welding.)
- Blue Print Reading / Service Manuals / Trouble Shooting
- Hydraulics / Pneumatics' Trouble Shooting. Must systems pass MT252 Fluid Mechanic course (this course can be substituted by course offered by our vendors approved by our engineering department), an oral / written test designed by the Engineering department will also give the credit needed.
- Pipe Fitting and Plumbing
- Boilers
- Furnace
- Tube Bending
- Rigging
- Bearing inspector (Completed Timken Big Bore Bearing School) (Note: 1<sup>st</sup> eligible for next available training)
- Laser Alignment

Must have one or the other

The specific qualification or certification may be updated based on new technology or updated curriculum. Selection for eligible schools will be based on a history of demonstrated knowledge, skills, and experience in the discipline. Selection will be made by seniority where all else is equal.

**Employees who achieve the Master Level generally exhibit:**

- Satisfactory performance
- Possession of the required experience
- No attendance discipline above 2<sup>nd</sup> step
- Work a reasonable amount of offered overtime including weekends
- Work safely
- Communicate effectively with both management and co-workers.
- Ability and willingness to train others and to guide and evaluate the work of other machinist, ability to determine work priorities and assign work to others.

**NOTE:** The job duties listed are typical examples of the work performed by positions in this job classification. Not all duties assigned to every position are included, nor is it expected that all positions will be assigned every duty.

## 988 Electricians

### Levels:

988 Level 3	Journeyman Electrician	\$21.80
988 Level 2	Journeyman Electrician	\$23.25
988 Level 1	Journeyman Electrician	\$24.25
989 Level 1	Master Electrician	\$27.50

### Apprentice

4 year program

### Trainee

Electrician trainee - this is a one-year program where the person needs to prove that he knows the skills necessary to do the job. The current Agreement and MOA on Trainee will remain in effect. Employees hired as Electrician Trainee will be hired at 988 level 3.

### Journeyman Electrician 988: Progressing to level 2 from level 3

Progression from Level 3 to Level 2 will be made at the end of 26 weeks and eligibility is determined based on the employee's performance and review of skills and knowledge by a committee including management and skilled trade members. Any deficiencies preventing an employee from progressing will be communicated at this time. Employees who fail to pass Test/Demonstration may be re-tested after a period of 6 months, and will not be required to wait until the next committee review.

The employee, under maintenance supervision, works in a developing capacity with increased responsibility for performing a wide range of maintenance electrical assignments; performance will be reviewed at each level to determine proficiency.

**The Employee must demonstrate knowledge of three (3) of the following qualifications:**

**\*These skills are required**

- Basic Trouble Shooting Skills (General)\*
- Basic Construction experience
- Basic Drive System knowledge
- Basic Programmable Controllers knowledge

**Employees who progress through to Level 2 generally exhibit:**

- Satisfactory performance
- Possession of the required experience
- Work a reasonable amount of offered overtime including weekends
- Work safely
- Communicate effectively with both management and co-workers.

### Journeyman Electrician 988: Progressing to level 1 from level 2 (Yearly Review)

A committee including management and skilled trade members will make promotion from level 2 to level 1 after a yearly review of skills and knowledge. Any deficiencies preventing an employee from progressing will be communicated at this time. Employees who fail to pass Test/Demonstration may be retested after a period of 6 months and will not be required to wait until the next committee review.

Employee performs a full range of maintenance electrical assignments using independent judgment to make decisions requiring the application of procedures and practices to specific work situations.

**The Employee must demonstrate of Five (5) of the following qualifications:**

**\* These skills are required**

- Trouble Shooting Skills (General)\*
- Programming of Programmable Controllers
- Programming of Temperature Control devices - ***OR*** - Temperature Control Instruments
- Programming of Temperature Recording Apparatuses
- AC/DC Drive Trouble Shooting
- Construction and Installation

*NOTE: The specific qualification or certification may be updated based on new technology or updated curriculum. Selection for eligible schools will be based on a history of demonstrated knowledge, skills, and experience in the discipline. Selection will be made by seniority where all else is equal.*

**Employees who progress through to Level 1 generally exhibit:**

- Satisfactory performance
- Possession of the required experience
- No attendance discipline above 2<sup>nd</sup> step
- Work a reasonable amount of offered overtime including weekends
- Work safely
- Communicate effectively with both management and co-workers.

**Master Electrician 989: Progressing to Master Electrician from level 1 (Yearly Review) - This job will be posted**

The 989 Master Electrician classification will be subject to the current job posting/bidding procedure and not subject to any Level progression. The employee may serve as a crew leader and oversees the work of lower-level Maintenance Electricians, Trades Trainee, and/or apprentices. They are also capable of a full range of maintenance electrical assignments using independent judgment to make decisions requiring the application of procedures and practices to specific work situations.

**The Employee must demonstrate knowledge of ALL of the following qualifications:**

- Trouble Shooting Skills (Advanced)
- Programming of Programmable Controllers
- Programming of Temperature Control devices - ***OR*** - Temperature Control Instruments
- Programming of Temperature Recording Apparatuses
- AC/DC Drive Trouble Shooting
- Construction and Installation (Basic)
- Pass an i.e. ET141 Programmable Logic Controller Class (or similar education approved by engineering)
- Pass an i.e. ET 230 AC/DC drive class or demonstrate knowledge (or similar education approved by engineering)

**Employees who achieve the Master Level generally exhibit:**

- Satisfactory performance
- Possession of the required experience
- No attendance discipline above 2<sup>nd</sup> step
- Work a reasonable amount of offered overtime including weekends
- Work safely
- Communicate effectively with both management and co-workers.
- Ability and willingness to train others and to guide and evaluate the work of other machinist, ability to determine work priorities and assign work to others.

*NOTE: The job duties listed are typical examples of the work performed by positions in this job classification. Not all duties assigned to every position are included, nor is it expected that all positions will be assigned every duty.*

**Skill Sustainment Failure and Associated Actions  
Up to and including Skill Level Regression for Skilled Trade Employees**

Step 1: If an employee's skill deficiencies are identified which prevent the employee from being fully qualified for their current skill level then:

- The employee's supervisor will meet with the employee and identify the deficiencies.
- The Employee and Supervisor will create an action plan to remedy the issue. A copy of the action plan will be sent to the Maintenance Committee.

Step 2: If no improvement is made then:

- The employee will meet with the maintenance committee
- The Maintenance Committee and Supervisor will review with the employee the action plan requirements to regain full efficiency of the required skill set. The action plan will be documented to include required completion date.

Step 3: Maintenance Committee will follow-up with the employee and supervisor at set intervals:

- If no progress is made within the required time frame then Maintenance Committee may adjust skill level (i.e. from a level 1 to level 2)

## 948 Carpenter

**I. The level and rate structure will be revised as follows:**

Level	Rate	Qualifications
1	\$20.30	Construct / build high quality inductor burnout forms, round furnace repair forms, launder forms and slitter fingers
2	\$19.30	Construct, build, repair regular carpenter items like forms, boxes, windows, doors, roof, etc. at high quality. Be able to plan own work orders and jobs
3	\$18.80	Complete training on all shop equipment, saws, planer, joiner drill press, shaper and all portable hand tools. Be able to keep inventory and order supply as needed.
4	\$18.30	Training Period employee must be able to do all the 959 (utility) tasks. Complete all JSAs for 948

Level progression will be made at the based on a review of the skills and knowledge of the employee by a committee including management and skilled trade members and will require a minimum of 26 weeks of good performance and high quality, at the previous level. based on performance.

Returning employees who have previously held position #948 will be brought to the appropriate level.

**II. The Qualifications for selection will be as follows:**

Internal candidates for an open Carpenter position will be considered on the basis of qualifications and seniority. The candidate must to have worked in the carpentry or machinist field for a minimum of two years or previously held the 948 position. Candidates will be required to interview and discuss their skills and qualifications with a member of both Union and Management. Management reserves the right to make the final determination in candidate selection.

External Candidates must possess 2 years of carpentry background to be considered.

The carpenter may also be required to assist utility when needed.

The selected candidate will be assigned to weekend overtime as needed per last agreement on equalization of maintenance overtime.

Position #948 - Carpenter will be considered a non-apprenticeable skilled trade.

## 959 Utility

Level	Rate	Qualifications
1	\$18.00	Operate all Equipment listed below & Perform Store Room duties, fill in & knowledge of Environmental Residency duties, perform as a Carpenter fill-in
2	\$17.10	Operate Straddle Carrie, Big Lift, Pay Loader <i>plus...</i> Operate Crane Car <i>or Perform</i> Store Room Clerk duties
3	\$16.50	Operate Fork Lifts and Bobcats. Perform Acid Handling, Cement Mixing and Finishing duties. Be trained to Confined Space Entry
4	\$16.00	Training Period

Level Progression will be made automatically after 26 weeks through Level 2. Level 1 selection will be made based on a review of the skills and knowledge of the employee by a committee including management and skilled trades members and will require a minimum of 26 weeks for good performance and high quality at the previous level, as well as all required training for Level 1 listed above.

Employees may be advanced from Level 4 to level 2 based on a review of the skills and knowledge of the employee warranting advancement by a committee including management and skilled trade members.

Production employees will be able to move metal racks and unload pallet trucks when needed. Remove position number 2033 and all employees currently classified to 2033 store clerk will be classified to 959 Utility and mapped to the appropriate level of pay.

Revere Copper Products, Inc.  
And  
UNITED AUTOMOBILE, AEROSPACE, &  
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA

LOCAL 2367

Memorandum of Agreement

May 20<sup>th</sup>, 2011

Skilled Trade Apprentices Program

The language in this MOU will reflect any NYS Apprenticeship Program Standards

The parties have entered into an agreement relative to Maintenance Mechanic, Electrician, and Tool & Die Maker Apprentices. The terms of apprenticeship are defined in the "Standards of Apprenticeship for Maintenance Mechanic" and the current Labor Agreement, except as outlined below:

1. Prior memoranda dated 11/22/1954, 10/27/1958, 12/30/1958, 12/21/1971, 6/11/1980, 10/3/1994, 5/20/2011 and other apprentice understandings will be considered void and with no effect.
2. In the event of a reduction in force in the Maintenance Department, there will be no reduction in the number of Journeymen in any particular trade in which apprentices are working unless apprentices to that trade are laid off first. The minimum requirements for exceptions to this rule are as follows:
  - a) The apprentice must have been hired before the journeyman.
  - b) The apprentice must have completed a minimum of 6,000 hours of the Apprenticeship.
  - c) The Apprentice must have completed a minimum of two thirds of the required related education with a minimum average of no less than 90%.
  - d) The apprentice must have satisfactory monthly work performance records.
  - e) The apprentice must have demonstrated satisfactory conduct and attendance. Use of this provision to retain any individual apprentice must be a unanimous decision of the full Apprentice Committee. The use of this provision by management is to determine the minimum acceptable qualifications of an apprentice to be retained in place of a Journeyman.
3. Should an employee(s), who is currently in a position in the bargaining unit, be selected for apprenticeship, he/she shall start the apprenticeship before those selected from outside the Company on the basis of divisional seniority.
4. The six month apprentice probationary period shall not be used for benefit eligibility purposes. The actual plan provisions will apply.
5. The hourly rate structure for apprentices is included as a part of the Revere Rate Structure and included in the Revere Rate Structure.
  - a) Any employee selected by the apprentice committee to participate in the apprentice program and who is a member of the bargaining unit at the time of selection will have his/her rate "held up" as an apprentice, subject to increases provided for by the regular apprentice agreement. Notwithstanding anything contained in the agreement concerning the elimination of the bonus system that became effective January 14, 2008, this "hold up" rate will be based on the base rate applicable to the individual's classification that was in effect prior to the effective date of the bonus plan agreement, subject to future increases provided by the Labor Agreement.

b) This "hold up" rate will not exceed the highest rate contained in the apprentice rate structure.

6. Apprentices will be eligible for Revere's Educational Assistance Plan on the same basis as other employees.

7. It is not required that Union Apprentice Committee Representatives be elected or appointed Union officials. In the event that neither of these representatives are elected or appointed officials, the Union may select such an official to serve as a non-voting member of the committee.

8. Apprentices may be asked to work overtime if two Journeyman positions of the same trade have been asked to work. The overtime for Apprentices in each trade will be equalized separately from journey level employees.

9. Employees removed from the Apprentice Program and transferred to a production position will be placed in the rate structure consistent with the position and his/her experience.

10. Employees completing the apprentice program requirements will be placed as follows:

a) In the event openings in the trade exist, the new Journeyman may bid the available skilled trade opening in their classification.

b) In the event no opening in the trade exists, the new Journeyman will be placed elsewhere, based on his/her divisional seniority.

11. This Agreement and the Standards of Apprenticeship are made pending approval by the New York State Department of Labor. Should either or both not be approved, the parties agree to meet to attempt to resolve the element(s) needed to obtain approval.

12. An employee who has completed the Apprentice Program at Revere will not be permitted to bid to another classification at Revere for a period of one calendar year following the completion of the requirements for journeyman status. This provision shall not apply in reduction of force or disqualification situations.

03/15/99 - 3

JOB DISCUSSION OUTLINE

1738 STRAND ANNEAL AND 1154 BRIGHT ANNEAL

Position No. 291

Both crew members operate 1154 and 1738

Monitor displays for such things as temperature, speed, pressures, hydraulic and pumping systems  
Inspect metal as it runs  
Operate stitcher  
Operate shear  
Rockwell test  
Read grains from 1738  
Data entry (hand written and computer)  
Maintain cleaning solutions  
Stay on job until relieved  
Drive tractor (Sat and Sun when 1738 is the only unit running in the Rolling Mill)  
Push cake  
Handle sleeves  
Operate crane (pendent and jib)  
Thread metal or strip

4/7/99

To: Mike Kimmel  
Fr: W.P. Drumm  
Re: 1738 Strand Anneal/ 1154 Bright Anneal Crewing

Per our conversations on 4/7/99, as regards to crewing the above units, stated below is my understanding.

Crewing Under Normal Operation:

- 1) Crew size is 2, Pos. No. 291, Operators.
- 2) Crew members are to switch from operating 1154 to 1738 on a weekly basis. (similar to 2391 Slitter)

Crewing Under Breakdown Of 1154:

- 1) Both crew members remain on the job and operate 1738 Strand Anneal.

Crewing Under Breakdown Of 1738:

- 1) Unanticipated Breakdown - Both crew members will remain on the unit until disposition is made as length of down time.
- 2) P.M. 1738 - Both crewmembers will remain on the unit as the work load warrants.
- 3) Major overhaul of 1738- Both crew members will remain on the unit as the work load warrants.

Work load warranting 2 crew members on 1154 is as follows:

- 1) There must be metal available to load and push.  
or
- 2) Work is available on 1738, such as clean tanks, clean cooling packets, or working with maintenance.
- 2) Pushing cake does not warrant a Crew of 2.
- 4) If a crew member asks for a pass out, there will be no need to replace.

In all cases seniority rights will be respected.

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INTEROFFICE MEMORANDUM

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TO: TOM SLOCUM  
FROM: KEVIN CLARY  
SUBJECT: BELL ANNEALS  
DATE: 1/23/2007  
CC: BILL REESE            MIKE KIMMEL            BILL DRUMM

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Tom,

The following summarizes the agreed upon points resulting from our discussions concerning the reduction of the Bell Anneal crew to one person:

- The following terms are considered by the parties to be non precedential.

- Effective when this change takes place the position will become a non incentive occupation and the new position rate will be:

A - \$19.25

B - \$18.67

This new rates is the result of adding the current base rate and the historical bonus for the position along with the historical bonus for the other operator that is being eliminated, both adjusted by the bonus adjustment factor (90.34%). The total amount of bonus rolled in is \$5.34 at the A rate and \$5.09 at the B rate.

- Contractual rules concerning pay rates when the bell annealer works on another position will apply. The exception to this will be in the case when the employee works temporarily on an incentive position. In this case, he will be paid the rate above plus the incentive earned for the temporary position, less the amount of the incentive folded into the new base rate (above). In no event will he earn less than the pay rate specified above. This is to prevent the duplication of incentive payments.

- There will be a trial conducted on the second shift; the employee(s) involved will be paid in accordance with this agreement for the period of the trial.

- The crew change will take place after necessary operational and safety modifications have been completed. Until that time, current staffing and pay arrangements will remain in effect. Following implementation of this change, there will be a trial period of up to three weeks during which the existing operators will be allowed to bump off if they choose. Assignment to the position following the trial will be made by seniority on the shift if there is more than one operator per shift remaining; any open positions will be bid in accordance with current procedures.

If circumstances require that a second employee be temporarily assigned to this position, the above rates will apply in accordance with existing practices.

- If ~~in the future~~ the operation reverts to a two man crew, the pay arrangement that was in effect as of the date of this letter will be restored and the second position will be bid.

- Employees with this position ~~in their history will be retained or~~ have the position removed from their history at their option. Spare operators trained to this position will be retained and expected to perform the operation as required in accordance with existing practices.



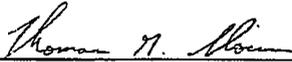
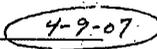
## MEMO

To: Bill Batson, Rolling Mill Manager  
From: Tom Slocum, Shop Chairman  
Re: Tractor Equalization List/Overtime  
Date: 04/09/07

Dear Bill,

Per our conversation regarding Tractor Equalization List and Administrative Rules of Overtime and how best to handle those "bid job holders", the equalization listing will remain as is. The three (3) level-III and the two (2) level - II on each shift will continue to fill those job, in the event a tractor driver is still needed the overtime will then go to those qualified by low-hours.

In addition, if the "bid job holder" within the tractor equalization group is not required due to production needs and is "low in hours" on the equalization list they will be afforded the same opportunity as any other bid job holder.

Tom Slocum, Shop Chairman - Local 2367

cc: Mike Kimmel, Rolling Mill Superintendent  
cc: Thomas Wheeler, Production Foreman  
cc: Pat Mungari, Production Foreman  
cc: Jim Smith, Shipping Foreman  
cc: Butch Yousey, Rolling Mill Manager - 3<sup>rd</sup> Shift  
cc: Sean McMahon, Production Foreman  
cc: Debra Seelman, Shipping Foreman  
cc: Jeff Smith, Rolling Mill Manager - 1<sup>st</sup> Shift  
cc: Keith Peters, Production Foreman  
cc: Bill Reese, Industrial Relations Manager

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REVERE COPPER PRODUCTS, INC.

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TO: TOM SLOCUM  
FROM: KEVIN CLEARY  
SUBJECT: 1715 JOB CONSOLIDATION  
DATE: 1/18/2008  
CC: BILL REESE MIKE KIMMEL JIM COMMISSO BILL DRUMM

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Tom,

The following summarizes and confirms the agreed upon changes in terms and conditions resulting from our discussions concerning the reduction in the 1715 crew size:

1. These changes result from the elimination of the Inspector position at this machine and the consolidation of the remaining crew into a Dual Operator arrangement.
2. The two operators will alternate duties every four hours during each shift.
3. There will be a trial period of thirty (30) days. During this trial period, existing members of the crew will be allowed to exercise their seniority to leave their position. The current operators will remain classified as operators. If another member of the crew is qualified to be an operator, he may bump a current operator on his shift. If an individual who bumps an operator under these conditions decides to leave the position during the thirty day trial period, the operator who was bumped will return to his former operator position. Current stickers will be given the first opportunity to fill available operator positions. Current operators will be allowed to displace a junior current operator if he is bumped. After this process has been completed, any remaining open positions will be bid in accordance with the existing bidding procedures.
4. The 1715 Dual Operator position will remain a critical position and is subject to bidding limitations provided for critical positions in the Labor Agreement.
5. The operator position will become a day rate position. The new rates for the position reflect the roll in of bonus earnings from the operation into the base rate:

- 1715 Operator - \$25.75
- 1715 Operator Training Rate - \$
- 1715 (New Hire) - A \$

This rate will be paid for all hours paid. The 3.5% general increase due the first Monday of May 2008 will be calculated based on the current existing base rates and will not apply to the incentive portion of the above rates.

6. The operator rate shown below will be paid to qualified operators beginning on the effective date of this change. Any employee being trained for the operator position will be paid the training rate for the position until he/she has met all the requirements of the job and is listed as an operator in the training record. While in training, the trainee(s) and the third man on the crew will be paid average bonus (3/3 rate), on a non precedential basis for this job change.

7. The following incentive rate for tractors is based on the average incentive earning for tractor operators while part of the crew running plates. This rate will be paid to the tractor operator while part of the crew for all hours running plate.

- Tractor Operator (flats) - \$ \_\_\_\_\_

8. In the event two qualified operators are not available, the operation will temporarily revert to a three person crew. Under these conditions, those who are not qualified as operators will be paid based on the terms of the bonus "roll in" agreement, using the helper/inspector configuration.

9. In the event the operation permanently reverts to a three person crew, rates will be established using the principles of the bonus roll in agreement and the job configuration existing prior to the date of the changes contained in this agreement (operator/helper/inspector).

# Revere Copper Products, Inc.



NOV 20 1980

The Company and Union agree to the following:

A rate of \$23.61/hr will be established for One Man Operation of the 1723 effective immediately. This rate will be in effect solely for hours during which the 1723 runs with a single Operator at the direction of Management. The 1723 Operator will not be asked to run one man unless sufficiently experienced to do so.

It is further agreed that the 1723 One Man Operation is intended to be used only during certain situations which include, but are not limited to, breakdowns, absences, vacations, and as business needs may warrant. It is not the intent of the company to discontinue the position of 1723 Helper.

Should the Company decide to run the 1723 One Man Operation on a full time basis, the parties agree to discuss any changes to the job and the Machine Rate at that time as outlined in the Collective Bargaining Agreement.

The current 1723 Operator shall be paid the difference between the Machine Rate for Position #11- 1723 Operator (\$20.45/hr), and the newly established rate (\$23.61/hr) for all hours worked on the 1723 as a one man crew from 1/1/10 to present. This equates as follows.

$(26 \text{ Shifts}) \times (8 \text{ hours}) \times (\$3.16/\text{hr}) = \$657.28$

Eugene Gianforti  
Employee Relations Manager

Revere Copper Products, Inc.

Memorandum of Agreement

The Company and Union agree to the following changes to Position # 917- Roll Grinder:

I. The level and rate structure will be revised as follows:

Level	Rate	Qualifications
I	\$19.97 *	Able to run all the machines with satisfactory performance and high quality
II	\$18.97 *	Able to run all machines except for the Cincinnati Grinder with satisfactory performance and high quality
III	\$18.44 *	Able to run all machines except for the Cincinnati Grinder and Star Cut Grinder with satisfactory performance and high quality
IV	\$17.80 *	Training Period

\*Current Rates in Appendix B- Revere Rate Structure

Level progression will be made at the discretion of Management and will require a minimum of 13 weeks of satisfactory performance and high quality at the previous level, including positive feedback from machine Operators.

Jobs will be rotated regularly to ensure that the employees' training and skills remain current

Returning employees who have previously held position #917 will be assigned to the appropriate rate and level according to the machines to which they have been trained.

II. The Qualifications for selection will be as follows:

Internal candidates for an open Roll Grinder position will be considered on the basis of qualifications and seniority. The candidate must have worked in the mechanical field for a minimum of two years or previously held the 917 position. Candidates will be required to interview and discuss their skills and qualifications with a member of both Union and Management. Management reserves the right to make the final determination in candidate selection.

External Candidates must possess 2 years of machine shop experience to be considered.

The selected candidate will be trained to every grinder in order to progress to Level I. Roll grinders may also be required to assist mechanics when boxing work rolls as needed in the Grinding Room, but will not be asked to perform any other 955 work.

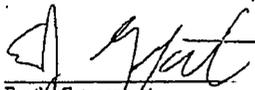
The selected candidate will be assigned to weekend overtime as needed according to the MOA on Equalization of Maintenance Overtime.

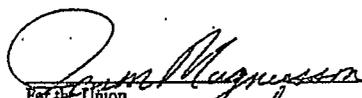
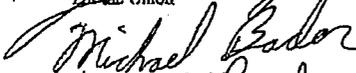
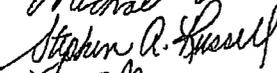
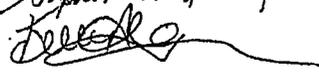
Position #917- Roll Grinder will be considered a Critical Position per the Contract Article V. Paragraph 9 and as defined in a separate memorandum dated July 15, 2009 (as modified).

III. It is further agreed that if there is an insufficient number of 917 Roll Grinders available, the Company will canvas trained 902 Tool Makers or other employees who have previously held the 917 Roll Grinder position for availability. The 902 Tool Makers will be canvassed first. If there are insufficient volunteers, canvassed employees may be assigned to Roll Grinder.

The Memorandum of Agreement dated 10/22/93 on "Training (955 for 917 tasks) will be voided.

Due to the changes in the job the current 917 Roll Grinders (3 people) will have the right to bump off of that position. Bumping will be allowed by seniority and will be staggered in order to have a replacement sufficiently trained before the next employee is allowed to bump.

  
\_\_\_\_\_  
For the Company Date 11/22/10  
  
11/22/10

  
\_\_\_\_\_  
For the Union Date 11/22/10  
  
  
  


## Memorandum of Agreement

TO: Brian Wiggins, UAW  
FROM: Eugene Gianforti  
CC: Tim Rosbrook, Mike Kimmel, Julie Hinsdill  
DATE: 9/3/13  
SUBJECT: 1741 Sizing Line

Brian,

The Company and the Union agree to the following regarding rates for 1 person, Operator/Helper, and 3 person crews on the 1741 sizing line.

**3 Person Operation-** There will be a minimum of 2 dual operators signed off to full operation of the machine.

Dual Operators will receive the applicable Dual Operator rate.

Spare Helpers will receive the applicable Spare Helper rate.

Employees who are not classified as Spare Helper, and who are trained only to the helper duties of 1741 will be paid the Dual Operator Rate, or the rate for their bid position, whichever is higher.

**2 Person Operation-** The Company may operate with any combination of Employees who are classified as 1741 Dual Operator, Spare Helper, or Employees who are not classified as either but who are trained and signed off to perform either full operation of 1741 or the Helper/Assistant duties only.

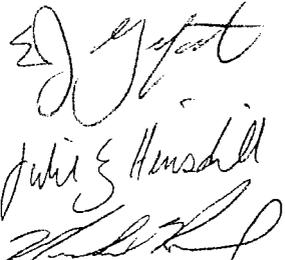
Employees who are classified as, or trained to 1741 Dual Operator will be paid the applicable rate for Dual Operator, or the rate for their bid position, whichever is higher.

Employees who are classified as Spare Helper and who are trained to the 1741 Assistant/Helper duties only will be paid the applicable Spare Helper rate.

Employees who are not classified as Spare Helper, and who are trained only to the helper duties of 1741 will be paid the Dual Operator Rate, or the rate for their bid position, whichever is higher

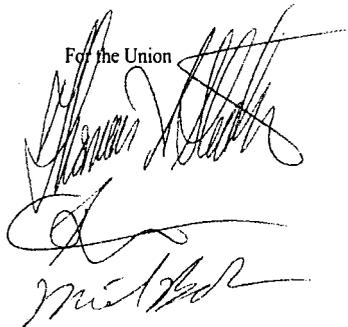
**1 Person Operation-** Employees running the 1741 as a single operator must be trained to the full operation of 1741, or classified as 1741 Dual Operator. The applicable rate for 1 person operation will be \$3.00 above the applicable Dual Operator rate.

For the Company



Handwritten signatures for the Company, including Eugene Gianforti, Julie Hinsdill, and another signature.

For the Union



Handwritten signatures for the Union, including Mike Kimmel and another signature.

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INTEROFFICE MEMORANDUM

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TO: TOM SLOCUM  
FROM: KEVIN CLEARY  
SUBJECT: 416 CREW CHANGES  
DATE: 2/2/2007  
CC: ED KOZICK BILL REISE BILL DRUMM

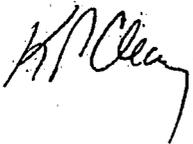
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Tom,

The following summarizes the points agreed to as a result of our discussions concerning the changes involving the 416 crew in the Bar Mill:

- Normal crewing at this unit will consist of two operators. The usual division of duties is represented on the attached outline.
- The two operators will alternate positions every four hours for the purposes of reducing fatigue and other ergonomic benefits as well as retaining skills.
- Both operators will be paid the existing pay grade (PG 4) for 416 operator and both will receive the operator bonus. Incumbent helpers will be reclassified to this position (unless they elect to bump out of the position) at PG 4B and will be advanced to the A rate per current practice.
- The current helpers will be allowed to bump off the position if they do not elect to be trained for the upgraded position.
- The duties of the current helper will be expanded per the attached outline. This helper's position will only be used in the rare occasion when there is not a qualified operator available to work as the second operator.
- On those occasions where there is a helper as part of the crew as described above, the helper will be paid the operator bonus.

Ed will let you know when he intends to proceed so that necessary arrangements can be made.



### 416 Roll – Dual Operator Arrangement

Basic Function Outline/changes in operating procedure

Both crew members classified to Position # 27, 416 Operator

#### First position

- Operate turnstile
- Load coils
- Stick coil and feed it to main roll
- Entering it into MESA system
- Place MESA tag on crew desk
- Assist with collar changes
- Take samples to lab
- Help with handling of heavy pieces

#### Second Position

- Select collars for collar changes
- Stick coil through finish roll and brush box
- Reset scribe tools
- Cut sample and place on cart
- Take measurements during running of coil
- Adjust rolls and collars during operation
- Enter QDC and MESA transactions

The above outline is not intended to be a complete job description or to limit job duties to those listed, but only illustrative of the direction and major changes intended by this proposal.

1/23/07

*Advanced*  
416 Roll - Modified 416 Helper Responsibilities

Basic Function Outline/changes in operating procedure

Helper duties to be modified to include:

- Sticking coil and feeding it to finish roll
- Placing MESA tag on crew desk

This modification is to be made as an addition to current duties and is not intended to be a complete job description or to place limitations on the duties of this position. It is intended to provide an illustration of the intent of the change.

2/17/05

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REVERE COPPER PRODUCTS, INC.

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TO: TIM SCHOLL  
FROM: KEVIN CLEARY  
SUBJECT: 416 OPERATOR RATES  
DATE: 7/21/2010  
CC: EJ GLANFORTI RJ O'SHAUGHNESSY

---

Tim,

This is to confirm our discussion of July 20, 2010 and the terms of the agreement concerning 416 Operator rates. The company agreed that all things considered, sufficient changes have been made in the structure of this position that the rate warranted review. The new rate structure for this position reflects the agreed upon increased amount and will be:

Position #27 - 416 Operator -

<u>Machine Rate</u>	<u>Grand Machine Rate</u>	<u>Trg. Rate</u>	<u>Grand Trng. Rate</u>	<u>New Hire Rate</u>
\$21.03 *	\$0.00	\$17.18 *	\$0.00	\$14.51 *

\* Current Rates in CBA Appendix B- Revere Rate Structure

These rates will be effective as of the dates that each was signed off on as an operator and the crew operating on a three man basis. Retroactive payment will be made as soon as practicable.

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Further, there will be a two week trial period beginning July 20<sup>th</sup>. At the conclusion of this trial period, each of the crew members will be asked if they elect to bump off the position. Those who choose to do so may bump, but this will be accomplished in a controlled manner to preserve skills. Bumping will be allowed in order of seniority on each shift. One employee per shift may bump and employees will move to their new position once a replacement has been identified and trained. Openings will be posted immediately.



Memorandum of Agreement

December 23, 2010

The Company and Union agree to the following rate structure for Job 313- 5362 Packer.

<u>Machinc Rate</u>	<u>Grand. Machine Rate</u>	<u>Training Rate</u>	<u>Grand. Trng Rate</u>	<u>New Hire Rate</u>
\$18.40 *	\$18.40 *	\$13.98 *	\$13.98 *	\$13.88 *

\*Current Rates in Appendix B- Revere Rate Structure  
Upon implementation the Packer Job will have three rates: Machine/Training/New Hire.

Current employees who hold the 5362 Packer classification will receive a \$0.60 increase in their rate; this includes the employecc paid at the red circle rate.

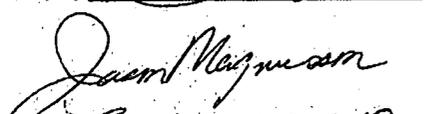
Payment of the increase will be made retroactive to 6/1/2010 for all employees currently holding that position.

The work instruction for Position 313 will be changed to reflect the added duties of tractor driving, loading and unloading full and empty racks after the regular tractor driver has dropped them off.

The agreement to this rate change will be on a non-precedent setting basis and will not be used to establish practice in any future case.

The parties agree that discussions on job modifications are based on the merits and circumstances surrounding the change to the affected job.

For the Company:  Date: 1/5/11

For the Union:   
  
Date: 1/4/11

REVERE COPPER PRODUCTS, INC.

ROME DIVISION

And

UNITED AUTOMOBILE, AEROSPACE

& AGRICULTURAL IMPLEMENT WORKERS OF AMERICA

LOCAL 2367

Memorandum of Agreement

July 1, 1997

The parties have agreed to the following terms and conditions pertaining to bargaining unit employees working in the lab as a result of the reorganization of the Rome Division Laboratory Department:

1. Staffing will include four technicians, all working with a common position description (as attached). Additionally all four positions will be placed at the same pay grade in the rate structure. This is not intended to and does not modify the terms of the 1992 agreement concerning the "grandfathered" status of bargaining unit laboratory employees. Future employees entering the department will be non-unit employees.
2. All of the bargaining unit employees in the laboratory technician classification will be fully cross trained to perform all tasks appropriate to the position and all will be expected to perform all of the tasks. To assure fairness, the sufficiency of cross training, maintenance of skills and maximum efficiency, a system will be devised to assure that all technicians perform the full range of tasks on a regular basis.
3. The parties recognize that flexibility is critical to the efficient operation of the laboratory. In keeping with this principle, laboratory technicians will be permitted to determine their own work schedule, including scheduled days off, consistent with legal requirements, sound safety and health practices and minimizing overtime premium costs. Such schedules will be provided to management and will be subject to change in the event this privilege is abused. In the event the technicians are unable to determine a satisfactory schedule on their own, or if some extenuating condition exist that prevents them from doing so, the attached schedule will be implemented until such time as the condition is corrected.

A) Schedule attached is considered a back up schedule.

**Memorandum of Agreement  
Laboratory Reorganization  
July 1, 1997**

B) The fourth technician ('D' on schedule) will be regularly assigned to the 3rd shift, but will work other shifts available because of scheduled days off, overtime requirements, absences or similar situations. The Division reserves the right to change this shift assignment based on production requirements.

C) All four technicians will share equally in overtime opportunity. An equitable method of tracking this will be developed and records will be provided to management upon request. Equalization of overtime opportunity will be judged on the basis of opportunity over a twelve month period.

D) In the event laboratory technicians are unable to fill an overtime assignment, and coverage by non-bargaining unit personnel is not practicable, the employee with the least turns on the overtime list, who is not prevented from working by statutory or health considerations will be scheduled to work.

E) Nothing in this agreement is to be construed to guarantee employment to anyone in this classification. Work force levels may be adjusted based on production considerations.

F) The Chemist and/or Laboratory Manager will be utilized to back up the lab technicians and in a fill in role as needed. It is not the intent of this agreement to use the chemist or the laboratory manager to eliminate a bargaining unit lab technician position.

4. Samples from the Rolling Mill will be taken to the lab by the technicians. A procedure will be developed to minimize the amount of collection needed.
5. Laboratory employees (bargaining unit) who for any reason are unable to perform the responsibilities of the new function will be assigned to an available opening or will be allowed to replace an employee with no seniority or replace the employee with the least divisional seniority subject to agreements concerning immediate ability. The Division agrees not to dispute the reasons for the lab technician disqualifying himself from the new position. This will be applicable for a period of up to sixty (60) days following the "shape up" specified in 6) below.
6. The Division agrees to conduct a "shape up" of all available bargaining unit laboratory positions that will be available as a result of the reorganization. In the event any of the bargaining unit technicians disqualifies himself as described above, the technician currently on disability leave will retain his rights to a technician position in accordance with his seniority and accepted practice for eighteen (18) months starting from his last day worked.

Memorandum of Agreement  
 Laboratory Reorganization  
 July 1, 1997

7. Wages - Laboratory Technicians will be placed in Pay Grade 3 in accordance with their experience. The rate change will be put into effect as of the effective date of reassignment based on the shape up in paragraph 6 above. Advancement to the 'A' rate will be made on the basis of individual proficiency at the full range of duties. The existing hourly bonus for this department will be eliminated as of the date the change in hourly rate becomes effective.

Local No. 2367 UAW

Revere Copper Products, Inc Rome Division

Norma Lindberg

Michael Bach

James A. Parker

Paul C. Kohn

\_\_\_\_\_

Kevin P. Cleary

Roy A. Montgomery

William P. Drennon

Joe J. Hermann

\_\_\_\_\_

**Memorandum of Agreement**  
**Laboratory Reorganization**  
**July 1, 1997**

**Position Description - Laboratory Technician**

Laboratory Technicians are responsible for developing, documenting and performing all laboratory tests procedures required to support the Quality, Environmental, Sales, Production and Maintenance Departments.

Laboratory Technicians transport samples, log in and prepare samples, perform physical and mechanical testing and perform chemical analysis including selected "wet" or analytical chemical testing procedures to provide backup coverage for the Chemist. Additionally, the Laboratory Technician will maintain their work areas and equipment and keep appropriate records in accordance with documented work instructions. Laboratory Technicians are also responsible for method development and documentation of new or revised testing procedures as required.

TENTATIVE AGREEMENT

Thursday, April 21, 2005

REVERE COPPER PRODUCTS, INC, ROME DIVISION

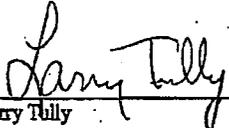
AND

UAW LOCAL 2367

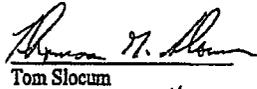
SUBJECT: Modification to Laboratory Department Memorandum of Agreement dated July 1, 1997.

PROCEDURE: Samples from the Rolling Mill may will be taken to the lab technician or properly classified Bargaining Unit personnel, Rolling Mill small tractors (including outside tractor). A procedure will be developed to minimize the amount of collection needed.

JOB DESCRIPTION: ~~The second paragraph of the Laboratory Technician job description dated July 1, 1997 will be modified to read "Laboratory Technicians may transport samples, \_\_\_\_\_"~~

  
Larry Tully

4/21/05

  
Tom Slocum

4-21-05

Revere Copper Products, Inc., Rome Division

And

UAW Local 2367

Subject: Filling "grandfathered" lab positions

Policy: A vacancy created by a "grandfathered" lab employee leaving the lab will be filled by the most senior remaining "grandfathered" lab employee who bids the vacancy.

Procedure: When filling vacancies that occur as the result of a "grandfathered" lab employee leaving their department, first preference shall be given to the most senior remaining "grandfathered" laboratory employee who bids the job.

Other: The open position that remains at the end of the bidding cycle shall be filled by a salaried employee.

March 22, 1979

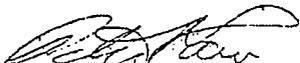
SUMMARY IN FULL

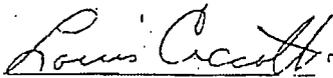
Answer to Grievance #1132

Casters

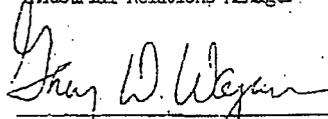
As Settlement in full both parties agree to the following:

1. Casters whose bid furnace is declared down have the option to accept an assignment to another available furnace.
2. In recognition of the fact that output from the Cast Shop is vital to the continuity of production at the Division, the Union pledges its cooperation and understanding of the need for such re-assignment.
3. The Company will make every effort to reduce the need for re-assignment and pledges that only critical production needs will be the criterion.
4. The "report for work rule", Article 15, will not apply when a Caster has exercised his or her option. The exercise of this option will be noted on the employee's pass.
5. This agreement will be in effect for a 90 day period in order to permit an assessment of its effect.
6. Both parties pledge good faith implementation of this agreement.

  
Shop Chairman

  
Area Committeeman

  
Industrial Relations Manager

  
Personnel Manager