

AGREEMENT

Between

QUEMETCO, INC.

and the

**United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied
Industrial and Service Workers International Union
LOCAL 1999 - DISTRICT 7
AFL-CIO-CLC**

February 29, 2016 to February 28, 2019

INDEX

ARTICLE I	SCOPE, RECOGNITION AND NOTICES	1
Paragraph 1.1.	Intent of the Parties.	1
Paragraph 1.2.	Recognition and Scope.	1
Paragraph 1.3.	Continued Recognition.	2
ARTICLE II	NO DISCRIMINATION	2
Paragraph 2.1.	Application and Coverage.....	2
Paragraph 2.2.	Civil Rights Committee.	2
ARTICLE III	PROCEDURES AND RELATIONS BETWEEN THE UNION AND THE COMPANY	2
Paragraph 3.1.	Relations Between the Union and the Company	2
Paragraph 3.2.	Meetings Between the Union and the Company.....	3
Paragraph 3.3.	Union Grievance Committee.	3
Paragraph 3.4.	Bulletin Board.	3
Paragraph 3.5.	Union Business.	3
Paragraph 3.6.	Union Mailbox.	4
Paragraph 3.7.	Union Membership.	4
Paragraph 3.8.	Deduction of Dues.	4
Paragraph 3.9.	Authorization for Deduction.	4
Paragraph 3.10.	Authorization for Cancellation.	5
Paragraph 3.11.	When Deductions Are Made.....	5
Paragraph 3.12.	Effective Law.....	5
Paragraph 3.13.	Indemnification of the Company.	5
Paragraph 3.14.	Political Action Fund Definition.....	5
Paragraph 3.15.	Check Off and Transmittal.....	5
Paragraph 3.16.	Timing and Transmittal of Contributions.	5
Paragraph 3.17.	Indemnification.	5
ARTICLE IV	GRIEVANCE PROCEDURE.....	5
Paragraph 4.1.	Definition of a Grievance.....	5
Paragraph 4.2.	Exclusive Method.	5
Paragraph 4.3.	The Procedure.	6
Paragraph 4.4.	Time Periods and Procedures.....	6
Paragraph 4.5.	Discipline	7
ARTICLE V	ARBITRATION	7
Paragraph 5.1.	Selection of an Arbitrator.....	7
Paragraph 5.2.	Authority of the Arbitrator.....	8
Paragraph 5.3.	Decision is Final.	8
Paragraph 5.4.	Expenses of Arbitration.	8
Paragraph 5.5.	Suspension of Arbitration.	8

ARTICLE VI	RESPONSIBILITIES OF MANAGEMENT	8
Paragraph 6.1.	Management Rights.	8
Paragraph 6.2.	Nonwaiver of Rights.	10
Paragraph 6.3.	Rights Not Subject to Grievance or Arbitration.	10
ARTICLE VII	BENEFITS	10
Paragraph 7.1.	Holidays.	10
Paragraph 7.2.	National Holidays.	10
Paragraph 7.3.	Employees Working on Holidays.	10
Paragraph 7.4.	Eligibility for Holiday Pay.	11
Paragraph 7.5.	Paid Personal Days.	11
Paragraph 7.6.	Vacation Entitlement.	12
Paragraph 7.7.	Vacation Definitions.	12
Paragraph 7.8.	Vacation Preference and Scheduling.	13
Paragraph 7.9.	Vacation Period.	13
Paragraph 7.10.	Effect of Lost Time Due to On-the-Job Injury on Vacation.	13
Paragraph 7.11.	Holiday Pay During the Vacation.	13
Paragraph 7.12.	Group Medical and Hospital Insurance.	14
Paragraph 7.13.	Company Paid Group Medical and Hospital Insurance.	14
Paragraph 7.14.	Group Life and Accidental Death and Dismemberment Insurance.	14
Paragraph 7.15.	Sickness and Accident Insurance.	14
Paragraph 7.16.	Group Dental Insurance.	14
Paragraph 7.17.	Vision Insurance.	15
Paragraph 7.18.	Quemetco, Inc., Cafeteria Benefit Plan.	15
Paragraph 7.19.	Employee Contributions.	15
Paragraph 7.20.	Pension Plan.	15
Paragraph 7.21.	Employee Savings Plan.	15
Paragraph 7.22.	Tool Allowance.	15
Paragraph 7.23.	Affordable Care Act	15
ARTICLE VIII	SENIORITY	16
Paragraph 8.1.	Seniority Defined.	16
Paragraph 8.2.	Bidding, Bid Preference.	17
Paragraph 8.3.	Reduction in Force.	19
Paragraph 8.4.	Temporary Reduction in Force and Transfers.	20
Paragraph 8.5.	Loss of Seniority.	21
Paragraph 8.6.	Probationary Period.	22
Paragraph 8.7.	Notice to Union.	22
Paragraph 8.8.	Leave of Absence.	22
Paragraph 8.9.	List of Employees Furnished to the Union.	22
Paragraph 8.10.	Seniority List.	22
Paragraph 8.11.	Accommodation of Employees with Non-Job Injuries.	23
ARTICLE IX	HOURS	23

Paragraph 9.1.	Workweek and Workday.	23
Paragraph 9.2.	Shifts, Schedules and Breaks.	23
Paragraph 9.3.	No Guarantee of Work.	24
Paragraph 9.4.	Minimum Work.	24
Paragraph 9.5.	Change in Schedules.	25
Paragraph 9.6.	Mandatory Meetings.	25
ARTICLE X	WAGES	25
Paragraph 10.1.	Wage Rates.	25
Paragraph 10.2.	Shift Differentials.	25
Paragraph 10.3.	Temporary Assignments.	25
Paragraph 10.4.	Temporary Assignments Due to Temporary Incapacitation.	25
Paragraph 10.5.	Return from Absence.	26
Paragraph 10.6.	Attendance Bonus.	26
Paragraph 10.7.	On-the-Job Injury.	26
Paragraph 10.8.	Laborer Upgrade.	26
ARTICLE XI	OVERTIME	26
Paragraph 11.1.	Intention.	26
Paragraph 11.2.	Payment.	27
Paragraph 11.3.	Sixth Consecutive Day of Work.	27
Paragraph 11.4.	Seventh Consecutive Day of Work.	27
Paragraph 11.5.	Weekend Work.	27
Paragraph 11.6.	No Pyramiding.	27
Paragraph 11.7.	Overtime Assignments.	27
ARTICLE XII	VETERANS	29
Paragraph 12.1.	Veteran's Rights.	29
ARTICLE XIII	STRIKES AND LOCKOUTS	30
Paragraph 13.1.	No Strikes.	30
Paragraph 13.2.	No Lockouts.	30
Paragraph 13.3.	Violations.	30
Paragraph 13.4.	Refusal to Work.	30
Paragraph 13.5.	Picket Lines.	30
ARTICLE XIV	WORKING CONDITIONS AND SAFETY	30
Paragraph 14.1.	Protective Equipment.	30
Paragraph 14.2.	Facilities.	30
Paragraph 14.3.	Safety Committee and Rules.	30
Paragraph 14.4.	Uniforms.	32
Paragraph 14.5.	Safety Grievances.	32
Paragraph 14.6.	Lost Time Accidents.	32
Paragraph 14.7.	Safety and Health Programs.	32

ARTICLE XV	BEREAVEMENT.....	32
Paragraph 15.1.	Leave.....	32
ARTICLE XVI	JURY DUTY	33
Paragraph 16.1.	Leave.....	33
ARTICLE XVII	TERM OF AGREEMENT.....	33
Paragraph 17.1.	Effective Date.	33
Paragraph 17.2.	Expiration.....	33
Paragraph 17.3.	Length of Contract.	34
SIGNATURE PAGE	35
APPENDIX A	GRIEVANCE REPORT	A-1
APPENDIX B:	WAGE RATES.....	B-1

AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of **February, 2016**, in Indianapolis, Indiana, by and between Quemetco, Inc., (hereinafter referred to as the “Company”) and its successors and assigns and United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (hereinafter referred to as the “Union”).

NOW THEREFORE, in consideration of the promises and of the mutual covenants and agreements hereinafter set forth, it is agreed as follows:

SCOPE, RECOGNITION AND NOTICES

Paragraph 1.1. Intent of the Parties.

- (a) It is the intent and purpose of the Company and the Union that this Agreement shall promote and improve industrial and economic relationships between the Company and the employees of the Company, and to set forth herein the rates of pay, hours of work and working conditions of employment to be observed by the Company, the Union and the employees of the Company.
- (b) The Union and the employees recognize the Company is engaged in a highly competitive business, it is the intent of the parties to provide in this Agreement for the orderly adjustment of disputes that may arise in the application of this Agreement, to provide for the performance of work by the employees in a conscientious and skillful manner which will further efficiency and economy of operation, quality and quantity of performance and to assure that there shall be no interference with the operations or business of the Company during the term or any extension of the term of this Agreement.
- (c) In recognition of the principle of a fair day’s work for a fair day’s pay and to enable the Company to improve production and achieve maximum efficiency, economy and quality within its operations and to adequately meet competitive conditions and maintain employment, each employee pledges that he will cooperate with the Company in conserving materials, tools, machinery, equipment and other Company property, encouraging and aiding in the reduction of absenteeism and tardiness and in observance of Company procedures, regulations and health and safety standards.

Paragraph 1.2. Recognition and Scope. The Company recognizes the Union as the sole and duly authorized agency for collective bargaining for all of its production, maintenance, shipping and receiving employees employed at the Indianapolis, Indiana plant at 7870 West Morris Street, Indianapolis, excluding all executive, office clerical employees, professional employees, technical employees, temporary employees, truck drivers, guards, watchmen, supervisors as defined in the National Labor Relations Act, as amended, and all other employees, for the term of this Agreement.

Paragraph 1.3. Continued Recognition. If the Company moves its operations to another plant within Indiana, the Union will be recognized as the exclusive collective bargaining representative for such production and maintenance employees in such plant and the terms of this Agreement shall thereupon be applicable to such employees.

NO DISCRIMINATION

Paragraph 2.1. Application and Coverage. The Employer and the Union agree that the provisions of this Agreement shall be applied without regard to race, color, religion, creed, sex, national origin, disability or Union membership and that there shall be no discrimination against any present or future employee by reason of any characteristic protected by law. The Company will adhere to Indiana and United States laws forbidding discrimination, including Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act and the Indiana Code or any other similar laws, rules or regulations. The parties will not during the term of this Agreement nor at any other time directly or indirectly or in any manner whatsoever apply or attempt to apply any discipline, discrimination or penalty against any employee who engages or refrains from engaging in lawful Union activities. There will be no retaliation against an employee because the employee filed a grievance under this Contract. Recognizing the requirements of the Americans With Disabilities Act upon the Employer and upon the Union, the Union agrees to cooperate with the Employer in the providing of required reasonable accommodations to an otherwise qualified person with a disability.

Paragraph 2.2. Civil Rights Committee. The parties agree to maintain a Joint Civil Rights Committee consisting of not more than four (4) members designated by the Company and not more than four (4) members designated by the Union. The Committee shall function in accordance with the guidelines and intent dated June 27, 1997.

PROCEDURES AND RELATIONS BETWEEN THE UNION AND THE COMPANY

Paragraph 3.1. Relations Between the Union and the Company. The Company will deal with a Staff Representative of the Union with respect to matters pertaining to the administration of the provisions of this Agreement. In the manner and to the extent provided in this Article and as provided in Article IV, the Company will deal with accredited members of the Union Grievance Committee with respect to grievances. The Union shall, as soon as reasonably possible following the execution of this Agreement, furnish to the General Manager responsible for the Indianapolis plant, in writing, the names of its authorized Staff Representatives and members of its Union Grievance Committee with whom the Company will be requested to deal as provided in this Paragraph, and such designated individuals shall be deemed the agents of the Union for purposes of administering this Agreement. The Union shall promptly notify the General Manager and Shop Steward responsible for the Indianapolis plant, in writing, of any changes in the identity, of its authorized Staff Representatives and of the members of its Union Grievance Committee.

Paragraph 3.2. Meetings Between the Union and the Company. For the purpose of administering the provisions of this Agreement, the General Manager or his designee will be available at the office of the Indianapolis plant to meet with the Staff Representative or the Local Union President of the Union at reasonable periods by advance appointment during the hours when the office of the Indianapolis plant is open for business. The Staff Representative shall obtain authorization from the person in charge of the plant before proceeding to any operating area or to any of the private offices within the plant area of the Company. Should the President of the Local Union not be an employee of Quemetco, Inc. or a full time staff member of the International Union, the President shall not have the right to tour or visit any area of the plant other than the general offices.

Paragraph 3.3. Union Grievance Committee. There may be five (5) grievance committeemen who shall comprise the Union Grievance Committee and who shall be employees of the Company to handle Step 2 grievances as provided in Article IV. A steward may be appointed, by the Union, to act as substitute for, and in the place of, the grievance committeeman when there are no grievance committeemen present in the plant. The Union agrees that in the performance of his duties as provided in this Paragraph, no grievance committeeman shall leave his work station without the prior approval of his foreman or Department Head nor cause any disruption in his work or work schedule or in the work or work schedule of any employee of the Company. Foremen may not unreasonably refuse the grievance committeeman the right for reasonable time to exercise the grievance committeeman's responsibility under this Agreement. Nothing in this Agreement shall authorize or permit or be construed to authorize or permit a Staff Representative of the Union or grievance committeeman or substitute steward to take any action which will in any way interrupt or interfere with the business or the operations of the Company or to alter or modify any of the terms or provisions of this Agreement. Time spent by members of the Union Grievance Committee during their regularly scheduled working hours in performance of any of their duties under Article IV (Grievance Procedure) shall be considered as paid time at the employee's straight-time hourly rate.

Paragraph 3.4. Bulletin Board. The Company shall provide a bulletin board on which the Union may post notices of its recreational and social affairs, Union elections and results thereof, appointments to Union office and announcement of Local Union meetings. Notices of other kinds may be posted by mutual agreement. The Company's agreement shall not be unreasonably withheld. All postings shall be signed by an officer of the Union. The Union shall promptly advise the Company of the officers who have the power to sign such notices. No employee shall distribute literature on the employee's working time, and distribution of literature is prohibited at all times in working areas.

Paragraph 3.5. Union Business. The Company will, upon receipt of a request in writing by the Union not less than ten (10) calendar days in advance, allow reasonable time off without pay to not more than five (5) employees designated by the Union to participate in Union activities, provided that not more than two (2) employees per department are off at the same time. In the event the requested period of time off to participate in Union activities consists of two (2) days or less and is limited to one (1) employee, then the Union will make a written request for such leave without pay at least one business day in advance of such leave. The Union agrees that said requests shall not cause any disruption of the operations of the Company because of the lack of available qualified employees. Within the ninety (90) calendar day period prior to the expiration of this Agreement, the Company will upon receipt of a request in writing by the Union not less than ten (10) calendar days in advance, allow up to five (5) work days off without pay to not more than five (5) employees designated by the Union to participate in preparation

for contract negotiations. Where ten (10) days' notice has been given of the need for time off for Union activities, the schedule of an employee participating in the activities will not be changed to deprive an employee of scheduled days off or to change an employee's scheduled days off.

Paragraph 3.6. Union Mailbox. The Company shall provide the Union with a designated mailbox.

Paragraph 3.7. Union Membership. All employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall maintain their membership in good standing for the duration of this Agreement. All employees who are not members of the Union in good standing and all employees hired on or after the effective date of this Agreement shall become members of the Union within thirty (30) calendar days following the effective date of this Agreement or date of employment, whichever is the later, and thereafter shall maintain Union membership in good standing for the duration of this Agreement. Should there be a time when either Federal or Indiana law prohibits or makes invalid the provisions of this paragraph, then for such period, the Union will continue to be recognized as the exclusive collective bargaining agent of the Company's employees in the bargaining unit and all such employees who elect not to join or to withdraw from the Union shall, as a condition of continued employment, pay to the Union an amount equal to that paid by members of the Union, which shall be limited to the Union's regular and usual initiation fees and dues, beginning not later than 30 days following employment, for labor relations and representation services. Neither party shall exert any pressure on or discriminate against an employee because of membership or non-membership. If Federal or Indiana law is amended so as to affect the provision of this paragraph, this paragraph shall remain in effect to the extent permitted by law. For the purpose of this Agreement the term "good standing" is defined to refer only and to be limited to the payment of Union membership dues and initiation fees. For the purposes of this section, an employee shall not be deemed to have lost his membership in the Union in good standing until the International Secretary-Treasurer of the Union shall have determined that the membership of such employee in the Union is not in good standing and shall have given the Company a notice in writing of that fact.

Paragraph 3.8. Deduction of Dues. Upon receipt of voluntary authorization in writing by the employee covered by this Agreement, the Company will make deductions from the employee's wages for Union initiation fees, weekly membership dues and assessments. These deductions will be in amounts designated to the Company in writing by the International Treasurer of the Union in accordance with the Constitution of the International Union.

Paragraph 3.9. Authorization for Deduction. The authorization for the deductions made in accordance with the foregoing Paragraph 3.8 shall be in the following form:

"Pursuant to this authorization and assignment, please deduct from my pay each week while I am in employment within the collective bargaining unit in the Company, weekly dues, assessments and (if owing by me) an initiation fee each as designated by the International Treasurer of the Union, as my membership dues in said Union."

"The aforesaid membership dues shall be remitted promptly by you to the Secretary/Treasurer of the United Steelworkers, or its successor, P.O. Box 98517, Chicago, IL 60693."

Paragraph 3.10. Authorization for Cancellation. The assignment and authorization shall be effective and cannot be canceled for a period of one (1) year from the date appearing above or until the termination date of the current Collective Bargaining Agreement between the Company and the Union, whichever occurs sooner.

Paragraph 3.11. When Deductions Are Made. Deductions shall be made each week. When an employee quits, is discharged or is laid off, any of the foregoing amounts due for either the preceding or current week will be deducted from the last pay payable.

Paragraph 3.12. Effective Law. The provisions of Article III shall be effective only in accordance with and consistent with applicable provisions of federal and state law.

Paragraph 3.13. Indemnification of the Company. The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken or not taken by the Company for the purpose of complying with any of the provisions of Article III.

Paragraph 3.14. Political Action Fund Definition. The United Steelworkers Political Action Fund supports various candidates for federal and other elective office, is connected with the United Steelworkers, a labor organization, and solicits and accepts only voluntary contributions, which are deposited in an account separate and segregated from the dues fund of the Union, in its own fundraising efforts and in joint fundraising efforts with the AFL-CIO-CLC and its Committee on Political Education.

Paragraph 3.15. Check Off and Transmittal. The Company agrees that it will check off and transmit to the Treasurer of the United Steelworkers Political Action Fund (“USW-PAF”) voluntary contributions to the USW- PAF from the earnings of those employees who voluntarily authorize such contributions on forms provided for that purpose by the USW PAF. The signing of such USW-PAF check off form and the making of such voluntary annual contributions are not conditions of membership in the Union or of employment with the Company.

Paragraph 3.16. Timing and Transmittal of Contributions. The amount and timing of such check off deductions and the transmittal of such voluntary contributions shall be as specified in such forms and in conformance with any applicable state or federal statute.

GRIEVANCE PROCEDURE

Paragraph 4.1. Definition of a Grievance. A grievance is a dispute during the life of this Agreement between the Company and the Union or any employee as to the application or interpretation of a specific written provision of this Agreement arising during the term of this Agreement.

Paragraph 4.2. Exclusive Method. The Union and the employees agree that the exclusive method for the adjustment, processing and settlement of a grievance is and shall be in accordance with the

grievance and arbitration procedure prescribed in this Agreement. The Employer, the Union and the employees agree to observe and follow the procedures prescribed in this Agreement and to be bound by any determination or decision which shall be made in accordance with the said provisions of this Agreement.

Paragraph 4.3. The Procedure. A grievance as defined in this Agreement shall be processed and if possible, settled in accordance with the following grievance procedure:

- (a) **Step No. 1.** The aggrieved party shall within seven (7) working days of when the aggrieved party or the Union learns all the facts that constitute the reason for the occurrence of the event giving rise to the grievance take the matter up with his/her immediate foreman and/or with whomever initiated the action that is being grieved, who shall, if possible, attempt to adjust the grievance. The grievance committeeman or the appointed steward, at the request of the aggrieved employee, may or may not attend the discussion. Every effort will be made to settle all grievances at this level of supervision. The foreman shall within five (5) working days after the conclusion of the discussion, as provided in this Step No. 1, verbally advise the aggrieved employee of his decision concerning the grievance.
- (b) **Step No. 2.** In the event that the disposition of the grievance by the foreman is not satisfactory, the grievance Committeeman may within five (5) working days after the date of the decision in Step No. 1 submit the grievance in writing together with the foreman's answer on a three (3) part form which is attached to this Agreement as Appendix A, to **Human Resources. Human Resources will forward a copy to the Department Head and applicable Foreman.** Within five (5) working days after the receipt of the written grievance, there shall be a discussion with respect to said grievance between the aggrieved employee and the Department Head at which a member of the Union Grievance Committee shall be present. The Department Head shall within five (5) working days after the conclusion of the discussion as provided in this Step No. 2 advise the aggrieved employee and the Union in writing of his decision concerning said grievance.
- (c) **Step No. 3.** In the event that the disposition of the grievance by the Department Head is not satisfactory, the grievance Committeeman may within five (5) working days after the date of the decision in Step No. 2 submit the grievance in writing together with a copy of the grievance statements and answers in the previous steps to the General Manager or his designated representative who shall arrange to discuss the grievance with the Union's Staff Representative and with the appropriate grievance committeeman at the earliest mutually convenient time. The General Manager or his representative shall within five (5) working days after the conclusion of the discussion provided in this Step No. 3 advise the aggrieved employee, the Union's Staff Representative and the appropriate grievance committeeman in writing of his/her decision concerning the grievance.

Paragraph 4.4. Time Periods and Procedures. The time limits specified in this Article IV may be extended by written agreement. Holidays, Saturdays and Sundays shall be excluded from the time limits in this Article and in Article V (Arbitration). If a grievance that has been initiated at Step No. 2 has not been presented or answered in accordance with the provisions of this Article, it shall be

considered moved to the next Step. Time limits are considered by the parties to be a matter that is of essence of this Agreement.

Paragraph 4.5. Discipline. Any disciplinary penalty to be given to an employee will be determined and communicated to the employee within ten (10) working days for that employee of when the Company learns all the facts that constitute the reason for the disciplinary penalty. The employee will suffer the penalty within ten (10) days of the determination and communication of the penalty. The decision to impose a disciplinary penalty other than a warning short of a final warning under the attendance policy will be communicated to the appropriate grievance committeeman simultaneously with the communication to the employee. The notice to the appropriate committeeman will be given by interoffice mail when the grievance committeeman is not present on the premises. If an employee has received a disciplinary penalty consisting of a suspension or a termination, the employee may present a written grievance protesting the penalty at the second step of the grievance procedure within eight (8) days of the communication of the penalty to the employee. A “written warning” shall be given in lieu of a disciplinary suspension, and a “final written warning” shall be given in lieu of a final disciplinary suspension as part of progressive discipline for absences and lateness.

ARBITRATION

Paragraph 5.1. Selection of an Arbitrator. Grievances processed in accordance with the above procedure and not satisfactorily settled, and which involve the interpretation or application of any of the terms of this Agreement shall be submitted to arbitration at the option of the Union in accordance with the following procedure but only if the Union gives written notice to the Company of its desire to arbitrate the grievance within ten (10) working days from the receipt of the Company’s written answer to the grievance in Step No. 3 of the grievance procedure;

- (a) The request for arbitration may be made only by the Union or by the Employer by notification in writing to the other Party within ten (10) working days after the date of the written decision under the procedure provided in Step No. 3 in Paragraph 4.3.
- (b) Within five (5) working days after such notification, the Party requesting arbitration shall execute and mail a written request to the Federal Mediation and Conciliation Service, Washington, D.C. 20427 for the appointment of a panel of arbitrators, a copy of which shall be simultaneously mailed to the other Party, unless during the said five (5) day period the Company and the Union mutually agree upon an arbitrator.
- (c) The request for arbitration shall state the alleged violation or violations of this Agreement and the remedy or the relief sought by the Party requesting arbitration.
- (d) The Parties may mutually designate the arbitrator. If, however, the Parties fail to agree upon an arbitrator, either Party may submit a request to the Federal Mediation and Conciliation Service (FMCS) for a panel. Should the Parties fail to agree upon a single arbitrator from the received panel either Party may request the FMCS to submit an additional panel, provided this request is made within fifteen (15) days from the receipt

of the original list. In the event a second panel proves to be unsatisfactory, the Parties shall designate an arbitrator by combining the names of the arbitrators appearing on the two panels into one list and each party alternately striking one name until one arbitrator's name remains. The arbitrator whose name is the last remaining name shall be designated by the Parties as the arbitrator.

Paragraph 5.2. Authority of the Arbitrator. The authority of the arbitrator shall be limited to the express provisions of this Agreement and to the question or questions which are submitted provided, however, that the arbitrator shall not have any authority to establish wage rates, to establish any terms or conditions under this Agreement or to add to, subtract from, modify or otherwise change any of the terms or provisions of this Agreement. In the event there is an award of any back pay, any earnings by the aggrieved employee and any unemployment insurance collected by the employee during his period of unemployment shall be offset and deducted from his award.

Paragraph 5.3. Decision is Final. The arbitrator shall mail his written decision simultaneously to the Employer and the Union. The decision by the arbitrator, not inconsistent with the terms of this Agreement, shall be final and conclusively binding upon the Company, the Union and the aggrieved employee or employees.

Paragraph 5.4. Expenses of Arbitration. The expense of the arbitrator and the expense directly related to the arbitration hearing shall be shared equally by the Company and by the Union except that expenses related to witnesses will be borne by the party calling the witnesses.

Paragraph 5.5. Suspension of Arbitration. The breach of any of the provisions of Paragraph 13.1 shall, at the option of the Company forthwith, terminate the obligation of the Company to arbitrate the dispute underlying the breach until such time as the breach ends.

RESPONSIBILITIES OF MANAGEMENT

Paragraph 6.1. Management Rights. The Union and the employees agree that the right to operate and manage the business and the affairs of the Company, the right to select and direct the working forces and the right to control and direct the use of its equipment, facilities and properties are vested exclusively in the Company. These rights include without being limited to the following:

- (a) **Facilities, Equipment and Methods.** To control, determine and change the manner and the extent to which the Company's equipment, facilities and properties shall be operated, increased, discontinued, temporarily or permanently in whole or in part by sale or otherwise, decreased or located and to introduce, operate and change new or improved methods, facilities, techniques and processes;
- (b) **Schedules and Assignments.** To control, determine and change starting times, shifts, number of hours of work, overtime, training and working assignments and schedules; (The Company shall have the right to extend, alter, increase or decrease the hours of work for any individual employee or all employees on any workday, or on a temporary or

permanent basis, and employees are required to work overtime or on a sixth day and/or seventh consecutive day when assigned unless expressed otherwise in the Agreement.)

- (c) **Selection and Work Force.** To select, test, train, determine the ability and the qualifications of the employees and the number of employees assigned to any work assignments, to employ, assign, promote, discipline, discharge, layoff and transfer the employees and to determine and make changes in job contents and standards, the frequency and standards of inspection, to establish, combine, change or abolish job classifications and to establish content of new job classifications and to determine and make changes in the size and composition of the work force; to limit the distribution of literature and solicitation for money or other purposes on Company premises and during working hours. Supervisory employees shall not perform production or maintenance work covered by the terms of this Agreement except in the training of employees, or in an emergency, or short periods of relief to obtain medical care or treatment or when relieving regular employees for a lunch or relief period, or starting and testing new equipment or processes, or where the assistance of the supervisor is essential to the setting up or continuation of unusually complex jobs beyond the immediate capability of unit employees or when regular employees are not available for reasons other than layoff. Supervisory employees shall not perform production or maintenance work which is covered by the terms of this Agreement for the expressed purpose of causing a temporary or permanent layoff of employees covered by this Agreement;
- (d) **Rules.** To establish, distribute, modify and enforce reasonable rules of employee conduct and safety (provided however, that before the Company announces a new employee rule, the management will meet with the Union grievance committee to advise the committee of the rule to be announced and the reasons for the rule) and manuals of operating procedures and safety regulations and to control, direct and change facilities and services on Company premises for the use or benefit of the employees; to maintain discipline and order and to maintain or improve efficiency within its operations;
- (e) **Products.** To determine, control and change the methods and sources of the sale and the distribution of its products and services, the items to be handled and/or delivered, the size of and the equipment to be used, and to obtain from the any source and to contract and subcontract for equipment, materials, services, and supplies, provided that prior to the permanent subcontracting of work, except rebuilds, normally performed by bargaining unit employees the Company will allow the Union the opportunity to meet with the Company to discuss alternatives to subcontracting. The Company will notify the Union of any subcontracting of work normally performed by the Bargaining Unit employees that occurs during periods in which Bargaining Unit Employees are on layoff. However, prior to the subcontracting of such work during periods in which Bargaining Unit employees are laid off the Company shall provide the Union the opportunity to meet and confer with the Company regarding the extent that Bargaining Unit employees may perform the needed work.
- f) **Benefits.** To establish and change any form of employee benefits not mentioned in this Agreement or which are in excess of and/or in addition to those provided in this Agreement;

- (g) **Other.** All other rights pertaining to the operation and the management of the business and the affairs of the Company and not expressly limited by any specific provision of this Agreement.

Paragraph 6.2. Nonwaiver of Rights. The failure by the Company to exercise any of the rights as provided in Paragraph 6.1 shall not be construed as a waiver of those rights. The provisions of this Agreement shall not limit or be construed to limit or restrict the inherent and the common law right of the owners and the management of the Company to control, direct, manage and make changes in the operations and the affairs of the Company.

Paragraph 6.3. Rights Not Subject to Grievance or Arbitration. Except when it can be reasonably shown that conduct or action by the Company is in violation of a specific provision of this Agreement, the right of the Company to operate and manage the business and the affairs of the Company as provided for in this Article shall not be subject to the grievance procedure or to arbitration as provided in this Agreement.

BENEFITS

Paragraph 7.1. Holidays. All employees covered by this Agreement who have been in the employ of the Company for thirty (30) days shall be eligible for holiday pay for the following designated holidays not worked, irrespective of the day of the week on which the holiday occurs, at the rate of eight (8) hours straight-time pay:

- New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- The day after Thanksgiving Day
- The day before Christmas
- Christmas Day
- The individual employee's birthday

Paragraph 7.2. National Holidays. The above mentioned holidays will be observed on the actual Holiday regardless of how the Nation observes the Holiday. In the event an individual employee's birthday falls on a recognized holiday as provided for in this Agreement, such employee will be entitled to the next calendar day as a recognized holiday.

Paragraph 7.3. Employees Working on Holidays. If an employee works on any of the above mentioned holidays, he shall be paid at the rate of double time of the employee's straight time rate for all hours worked and shall, in addition thereto, receive the regular holiday pay at eight (8) hours at his straight-time rate. The Company will post a sign-up sheet for holiday work at least two (2) weeks in advance of the recognized holiday in each department expecting to have holiday work. Employees who want to work the holiday must sign the sheet no later than Tuesday at 4:00 p.m. of the week prior to the

week in which the holiday is scheduled. Employees who sign up shall be required to work the holiday if needed. In scheduling employees needed to work the holiday, employees who have signed up shall be given preference in order of seniority, provided they have previously performed the available work required. If insufficient employees have signed the sheet or if fill-ins are needed for absent employees, the Company shall call employees from that department in order of seniority, provided the employee has previously performed the available work required. If sufficient employees do not accept the work, junior employees in the department who can be contacted may be required to work in order of reverse seniority. If an employee and/or his Union Representative brings a violation of this Paragraph to the attention of Management prior to the holiday being worked and no action is taken to correct the error, the employee who should have been offered or assigned the holiday shall be paid the difference between what he would have earned, if he had worked the holiday, and what he actually earned. An employee who should have been called into work under this Paragraph and was not will be paid the difference between what he would have earned, if he had worked the holiday, and what he actually earned. There shall be no pyramiding of rates with holiday pay; employees will be paid the greater applicable rate.

Paragraph 7.4. Eligibility for Holiday Pay. In order to be eligible for eight (8) hours pay for a holiday not worked, the employee must have worked his full scheduled working day before and his full scheduled working day after the holiday unless the employee is excused in writing by the employee's supervisor or the employee presents a written excuse from a medical doctor stating that he/she was ill or was suffering from injury which prevented his/her working on said scheduled working day before and first scheduled working day after the holiday. An employee who is scheduled or requested to work on a holiday, to be eligible for the holiday pay, must work the scheduled or requested hours of work on the holiday, except consideration will be given to a valid excuse of an employee requested on short notice to work on a holiday outside of his/her schedule and such employee requested on short notice and having a valid excuse for not working will remain eligible for holiday pay. An employee absent on the scheduled workday before or after the holiday due to an on-the-job injury or on-the-job illness shall be eligible to receive holiday pay for any holiday occurring within the first thirty (30) days of the period of absence due to an on-the-job injury or on-the-job illness. Should, due to an unanticipated event, an employee report late of not more than one hour to work on either one of the days consisting of the day before, the day of, if scheduled to work, or the day after the holiday, the employee will not thereby be ineligible under this Paragraph for holiday pay. An employee's holiday pay will not be withheld because the employee is on vacation.

Paragraph 7.5. Paid Personal Days.

- (a) Each employee shall be entitled to three (3) Paid Personal Days each calendar year after one (1) year of employment. Personal Days must be taken during the calendar year. Unused personal days will be paid **on the third week of December's payroll. Employees may take any unused Personal Days off without pay in the event it has already been paid out. These days will count as hours worked for the purposes of weekly overtime.**
- (b) Employees shall be required to notify the Company 30 minutes prior to the start of their shift for three (3) Paid Personal Days. Employees shall be required to give at least one (1) week advance notice to the Employer if the day the employee wishes to take as a Personal Day is a holiday as defined in Paragraph 7.1, Employees prevented from providing the required advanced or prior notice by an unanticipated emergency that the

employee verifies by documentation to the satisfaction of the Company. No more than one (1) employee per department will be permitted to take a personal day on the same day, except that the Production and Maintenance Departments will permit two (2) employees to take a personal day on the same day, per each Department. Based upon production requirements management may permit additional employees to take personal days. In a case of conflict concerning the number of employees desiring to take a Personal Day on the same day, the employee who submitted a request first to the Employer will be granted the Personal Day. In cases where the requests were submitted on the same day, the seniority of the employees shall determine which employee shall receive the Personal Day on the requested day in question.

Paragraph 7.6. Vacation Entitlement. An employee is eligible for a vacation on the following basis:

- (a) the amount of vacation is based on length of service;
- (b) the employee must have worked the required number of hours between January 1 and December 31 of the prior calendar year;
- (c) the employee must be employed on January 1 of the vacation year;
- (d) vacations must be taken during the vacation year;
- (e) the vacation year is the calendar year;
- (f) all hours paid by the Company shall count as hours worked for vacation eligibility; and
- (g) vacations are as follows:

Seniority as of January 1	Hours Worked Required	Amount of Vacation	Paid Vacation Time
Less than 6 months	500	3 days	24 hours
6 months but less than 18 months	1,000	1 week	48 hours
18 months but less than 9 years, 6 months	1,400	2 weeks	96 hours
9 years, 6 months	1,400	3 weeks	144 hours
19 years, 6 months	1,400	4 weeks	192 hours

Paragraph 7.7. Vacation Definitions. A week’s vacation for employees taking a paid vacation leave shall consist of seven (7) consecutive days with forty-eight (48) hours pay. A day’s vacation shall consist of one (1) day with eight (8) hours pay and a week’s vacation shall consist of forty-eight (48) hours pay. Pay for the vacation period shall be based on the employee’s regular rate of pay at the time he takes his vacation. Employees shall be eligible to take up to a maximum of five (5) individual vacation days paid at nine and six-tenths (9.6) hours pay per day. Individual vacation days must be scheduled by noon Wednesday the week prior to vacation day, and all other vacation rules apply. Each vacation day counts one-fifth (1/5) of the vacation week.

Paragraph 7.8. Vacation Preference and Scheduling. Vacation requests for the following calendar year may be submitted by each employee during the month of November. Vacation requests submitted during November will be scheduled on the basis of seniority within each vacation group, provided that no more than one (1) leadman per vacation group, on the same shift, may take vacation at the same time except Maintenance. Maintenance may have two (2) leadmen per shift, not more than three (3) total at the same time, providing they are all three (3) from different crafts. The vacation schedule for each calendar year will be posted by January 1st. Vacation groups and the number of employees that may take vacation at the same time are:

Hot Charge Electric Furnace/Reverb	2
Environmental.....	2
Battery Wrecker	2
Refinery.....	4
Sanitation	1
Shipping	1
Yard.....	2
Maintenance	4

Before each calendar month, the Company will review vacations and production scheduled for the next calendar month to determine whether additional vacation can be granted during the next month. If additional vacation can be granted, it will be based on seniority by department by classification.

Paragraph 7.9. Vacation Period. Vacations for which the employee is eligible shall be taken on or after January 1st, and on or before December 31st of each calendar year. The Company may close the plant or any portion thereof or department for the vacation period and/or portion thereof. If the Company decides to close the plant for the vacation period, notice of such intention to close will be given to the Union. By mutual agreement between the employee and the Employer, an employee may have his vacation scheduled at any time during the vacation year. The Employer shall schedule vacations in such a manner that the same will have the least effect on the efficient operation and needs of the plant, as determined by the Employer. Conflicts between employee requests will be resolved by the supervisor on the basis of seniority. Once posted, changes in vacation schedules will only be made by mutual agreement between the Employer and the affected employee.

Paragraph 7.10. Effect of Lost Time Due to On-the-Job Injury on Vacation. Time by an employee for on-the-job injury or illness directly attributable to causes occurring while the employee is working in the plant shall be counted as time worked for the purposes of computing earned vacation time as long as such person remains an employee of the Company. Employees absent from work as a result of a non-work related injury or illness shall be entitled to receive earned vacation, as provided for in Paragraph 7.6 at a rate of one-half the amount of vacation if the employee works one-half the hours required.

Paragraph 7.11. Holiday Pay During the Vacation. In the event any paid holiday as defined in Article VII shall fall during the paid vacation of an employee, such employee, shall receive an additional day(s) off, with pay, at the end of the vacation period, unless the employee notifies the department

manager two (2) weeks prior to his vacation that he does not wish to receive the additional day off, in which case the employee will receive eight (8) hours pay at straight time, and hours do not count towards an overtime calculation, for any holidays during his vacation.

Paragraph 7.12. Group Medical and Hospital Insurance. The Company shall continue a comprehensive group medical and hospital insurance plan of benefits, provided however, the Company may contract for an equal or better plan with another provider. **If the monthly cost of the group medical and hospital insurance increases by 15% or more, the Company and the Union will bargain to adjust plan benefits to reduce the increase below 15%.**

Paragraph 7.13. Company Paid Group Medical and Hospital Insurance. The Company will pay the full cost of the group medical and hospital insurance plan for employees and their eligible dependents, subject to Paragraphs 7.18 and 7.19 of this Agreement. **No changes may be made to the medical plans, except those required by law, unless authorized by the Company.**

Paragraph 7.14. Group Life and Accidental Death and Dismemberment Insurance.

- a) The group term life insurance plan shall provide benefits upon the death of the insured in the amount of **Thirty-Five** Thousand Dollars (**\$35,000**) effective March 1, **2016**.
- (b) There shall be a group accidental death and dismemberment plan providing benefits for the insured employee of **Thirty-Five** Thousand Dollars (**\$35,000**) effective March 1, **2016**.
- (c) The Company will pay the full cost of the group life and accidental death and dismemberment insurance, subject to Paragraphs 7.18 and 7.19 of this Agreement. **The company reserves the right to rebid and change the provider for group life and accidental death and dismemberment insurance each year.**

Paragraph 7.15. Sickness and Accident Insurance. The Company will provide group sickness and accident insurance (weekly disability) pursuant to a policy containing the usual terms for such insurance providing for payment of Three Hundred **Ninety** Dollars (**\$390.00**) per week for a total of twenty-six (26) consecutive weeks for loss of earnings by employees by reason of non-industrial sickness or accident. The amount of this benefit shall increase to Three Hundred **Ninety-Five** Dollars (**\$395.00**) on March 1, **2017**. The amount of this benefit shall increase to **Four** Hundred Dollars (**\$400.00**) on March 1, **2018**. The Company will pay the full cost of the sickness and accident insurance, subject to the terms of Paragraphs 7.18 and 7.19 of this Agreement. **The company reserves the right to rebid and change the provider for group sickness and accident insurance each year.**

Paragraph 7.16. Group Dental Insurance. The Employer shall continue to provide individual employees covered by this Agreement, and their eligible dependents with the plan of dental benefits in effect for employees. Eligible dependents of employees enrolled in the group dental plan shall receive the same dental benefits as the enrolled employee. The Employer shall provide and pay the full cost of

the group dental plan for employees and their dependents, subject to Paragraphs 7.18 and 7.19 of this Agreement.

Paragraph 7.17. Vision Insurance. During the term of this Agreement the Company shall provide a vision insurance plan for eligible employees and their dependents.

Paragraph 7.18. Quemetco, Inc., Cafeteria Benefit Plan. The Company shall establish a Benefit Plan to qualify as a Cafeteria Plan under Section 125 of the Internal Revenue Code of 1986, to provide eligible employees a choice between certain taxable benefits and nontaxable benefits offered in this Article VII.

Paragraph 7.19. Employee Contributions. Employees who elect participation in the Quemetco, Inc., Cafeteria Benefit Plan, shall contribute amounts through weekly payroll deduction as follows:

Effective	4/1/2016	Future years
Employee only	\$47.47	Previous year +or- 50% of increase/decrease
Family	\$62.40	Previous year +or- 50% of increase/decrease

Employees who are out of work for 30 or more consecutive calendar days will be required to reimburse the Company for usual employee contributions for all time missed. Arrangements can be made with the Payroll Department to provide reimbursement through incremental payroll withholding. Employees who are out of work for less than 30 consecutive calendar days will not be required to reimburse the Company for usual employee contributions for all time missed. The Company shall continue usual employee contribution payments on behalf of employees on Worker's Compensation for up to 12 months.

Paragraph 7.20. Pension Plan. The Company will continue to provide the Company retirement plan known as the Indianapolis Pension Trust for Production Employees for bargaining unit employees. The basic monthly benefit shall be based on Thirty-Six Dollars (\$36.00) per Year of Service

Paragraph 7.21. Employee Savings Plan. The Company will establish a 401(k) type Employee Savings Plan for employees covered by this labor Agreement, subject to IRS approval, effective January 1, 1996. Employee contributions to this plan shall be limited to the same maximum as the Company's salaried employees.

Paragraph 7.22. Tool Reimbursement. The Company will reimburse up to One-Hundred Twenty Dollars (\$120.00) to each Maintenance employee (Millwright, Electrician, Mobile Mechanic and Machinist) with at least one year of continuous service in the maintenance department on the date of reimbursement which will be July 1st of each year of the Agreement, if original receipts are provided at least two weeks prior to July 1st.

Paragraph 7.23 Affordable Care Act. The federal government has announced plans to impose a tax on any health plans an employer offers that have a total value greater than \$10,200 for single coverage or \$27,500 for family coverage, the premium thresholds for these high value health plans

may be modified from time to time by the federal government. In the event that the federal government implements this tax or any other tax or fine, Quemetco, Inc. and United Steelworkers, Local 1999 agree as follows with respect to the effect of these taxes:

1. To the extent the premiums for the negotiated "Quemetco Health Insurance Plan" will exceed the government-mandated thresholds and the Plan will be subject to this "Cadillac Plan" tax, or any other tax or fine is imposed on the plan, the Collective Bargaining Agreement between the parties will be "re-opened" for the sole purpose of negotiating modifications to the Plan necessary to ensure the premiums do not exceed the government-mandated thresholds.
2. During such negotiations it is the intent of the parties to expeditiously agree upon modifications to the Plan to ensure the total value of the Plan remains below the government-mandated tax or fine thresholds for all levels of coverage; all such modification to the Plan will be effective no later than any deadline to ensure the Plan is not subject to the Cadillac Plan tax or any other tax or fine. The parties agree that the sole purpose of the need for a "re-opener" will be for prevention of an implementation of the "Cadillac Tax" or any other tax or fine only and all other provisions of the CBA will remain in effect as originally bargained.
3. During any such period when the CBA is re-opened for this limited purpose, the Union agrees that it will not call upon or authorize employees to cease and abstain from the continuous performance of their respective duties with the Company. The Union specifically agrees that employees may not strike or engage in a work slow-down during such, or as a result of such, re-opener, and the Company agrees that it will not resort to a lockout of its United Steelworkers, Local 1999, represented employees during such, or as a result of such, reopener.

SENIORITY

Paragraph 8.1. Seniority Defined. Seniority means the length of continuous service with the Company that an employee has since his/her last hiring into the bargaining unit, including periods of layoff, or periods of illness or injury the nature of which prevented his/her working, except as may be otherwise specified in this Agreement. If two or more employees are hired on the same date on or after March 1, 1998, they shall be ranked by the last four digits in their Social Security numbers, with the lowest number ranking first. For the purposes of application of the provisions of this Article, the recognized departments to which employees are assigned shall be Battery Wrecker, Environmental, Hot Charge Electric Furnace/Reverb, Maintenance, Refinery, Shipping, Sanitation and Yard.

Paragraph 8.2. Bidding, Bid Preference.

(a) Bid on Open Job Classifications.

1. **Posting.** A new or vacant job, which is other than temporary, shall be posted on the bulletin board for a period of three (3) working days and said vacant job will be open to bidding to all Plant employees excluding those outside the department with less than 18 months seniority **bidding for a position that would be a lateral or demotion. Employees with less than 18 months seniority are eligible to bid for promotions after 90 working days.** Employees in the department in which a new or vacant job exists will be given first preference when awarding the job bid. The posting will state the rate of pay and the qualifications needed to perform the job. An employee may file a pre-bid for desired job opening during times the employee may not be available to bid in person as a result of a vacation, **military leave or approved Leave of Absence (per the agreed to Request for Leave of Absence Form.)** Such pre-bids will be available in the Human Resources Department and will only be applicable for the period of time the employee is on vacation, **military leave or Leave of Absence up to a maximum of 30 calendar days.**
2. Except in situations where an employee is temporarily assigned to substitute for another employee, an employee may not be assigned to a job for more than thirty (30) calendar days unless that job has been posted as an open job and the employee was the successful bidder. If no one bids on an open posted job, the Company may assign an employee to the job. The Employer may fill an open job classification on a temporary basis not to exceed thirty (30) calendar days during the bidding process.
3. **Promotion - Rights of Employee.**
 - i. **Definition.** A promotion in the case of any given employee is a situation in which the employee seeks to move to another job classification paying a higher rate range than the employee's present job classification.
 - ii. **Frequency.** An employee may receive a promotion as a result of bidding not more than once every three (3) months.
4. **Transfer - Rights of Employee.**
 - i. **Definition.** A transfer is a situation in which an employee moves laterally to another job classification paying the same rate range as the employee's present job classification.
 - ii. **Frequency.** An employee may receive a lateral or downward transfer (to a lower rated job) as a result of bidding not more than once every nine (9) months.

5. **Selection.**

- i. The most senior employee bidding shall have preference among employees having relative equal ability and qualification to perform the open job.
 - ii. If employees have different abilities, management will explain the different abilities in writing.
 - iii. If during the first twenty (20) working days the employee is unable to perform the job, the employee will be returned to the employee's previous job.
 - iv. After an employee is awarded the open job, the employee may not be released from the employee's present job until there is a qualified replacement for the employee in his/her present job. If an employee who has bid into a higher-rated job is held from going to the new job for more than 60 calendar days, he shall be paid the rate of the higher-rated job beginning on the 60th day, **and shall be placed in that job within 120 calendar days of being awarded the job.** An employee who has bid down or laterally into a job shall be placed in that job within 120 calendar days of being awarded the job.
 - v. An employee who bids for a vacancy will be bound by that bid.
 - vi. An employee who takes a job as a result of a successful bid, may return to his/her previous job within ten (10) working days of beginning work on the awarded job. The Company will not fill an employee's previous job until ten (10) working days have elapsed from the date an employee is transferred to his new position.
 - vii. If a successful bidder is returned to his or her previous job under iii or vi above and the bidder's previous job has been filled, employees shall be returned to the jobs they held before the bid was awarded.
- (b) **Shift Preference.** Upon filing written application with their supervisor, employees within a classification in which an employee was promoted in accordance with Article X, Paragraph 10.8, will be permitted to change their shift in accordance with their seniority in the same classification and department. Employees requesting a change in shift will be required to make such a request within thirty (30) calendar days from the date an employee is upgraded as described in Article X, Paragraph 10.8. The only employee that may be displaced from the employee's respective shift is the employee that has been promoted in accordance with Article X, Paragraph 10.8. It is recognized that management must retain a sufficient number of trained employees on any given shift, regardless of seniority, to assure the efficient and orderly operation of the plant.

Paragraph 8.3. Reduction in Force.

(a) **Definition.** Seniority for purposes of reduction in force means the length of continuous service with the Company that an employee has since his/her last hiring date into the bargaining unit.

(b) **Layoff - Rights of Employees.**

1. **Identification of Affected Employees - Step One**

Layoffs of personnel shall be in the inverse order of seniority in a job classification within a department.

2. **Right to Displace Other Employees - Step Two**

i. An employee who is identified on the layoff list as being subject to layoff may exercise his/her seniority against a less senior employee in the same classification regardless of department or against a less senior employee in another classification for which the employee has the ability and qualification.

ii. **Displacing Other Employees.** The exercise of seniority against a less senior employee shall be against the most junior employee in a job classification where the employee bumps someone on the same shift; and against the less senior employee in a job classification on another shift where the employee bumps someone on another shift. At the time of being designated for layoff, an employee will have a right to bump an employee on a different shift, according to this paragraph. The Company, however, for the purpose of balancing the skill and/or experience levels among employees may deny a bump to another shift.

3. **Right of Displaced Employees - Step Three**

An employee who is displaced by a more senior employee during a layoff shall have the identical right to displace another more junior employee.

(c) **Recall and Return of Laid Off Employees.**

Employees displaced from their classification shall be returned to their classification in order of seniority as openings occur. Laid off employees shall be recalled in order of seniority as openings occur if they have the qualification and present ability to perform the work available. If an opening occurs in a classification from which no employee is displaced and which no employee on lay off has the qualifications and present ability to perform, the opening shall be posted for bid and communicated to laid off employees.

Employees laid off and employees not laid off may bid on the open position. Selection will be made on the basis described in Paragraph 8.2(a)(5). A displaced or laid off employee who bids into a classification that is rated lower than the classification from which he or she is displaced or laid off shall continue to be considered a displaced employee with recall rights to his or her former position.

- (d) The determination of the Company concerning the ability and qualifications of an employee shall be within the discretion of the Company and shall control in such reduction in force or recall after layoff as long as such determination is not purely arbitrary, and such determination shall be subject to the provisions of Article V.
- (e) The Company shall not be required to train employees as relates to this Paragraph 8.3 of the Agreement. Employees who bump into another job must be able to immediately perform such job by virtue of having previously performed the job. An employee will be entitled to a reorientation period of up to two (2) days during which the employee must demonstrate that he has the qualifications and ability to satisfactorily perform the job.
- (f) In reduction in force, jobs in non-skilled classifications which can be performed by new employees immediately without training will be pooled on a plant wide basis and employees affected by the reduction in force may displace the most junior employees who hold the pooled classifications regardless of the department to which such junior employees are assigned.

Paragraph 8.4. Temporary Reduction in Force and Transfers. To avoid confusion and interference with efficient plant operation, the provisions of this Article with respect to reduction in force will not be applicable where the reduction in force lasts two (2) days or less.

Temporary transfers within and between departments of not more than two (2) weeks may be made by the Company without regard to seniority. An employee shall be considered temporarily transferred to another Department when that employee is scheduled to work in, or performs work in, a Department other than his own for more than four (4) hours in a single day. That employee will then be eligible for overtime by seniority and subject to mandatory overtime by seniority within the Department he/she is transferred to for that workday. When an employee is transferred as General Plant Labor and is not attached to any apparent Department then he/she will be considered as a member of the Department of the Supervisor to whom he/she is reporting for work instructions.

An employee promoted to Foreman shall accumulate and retain seniority for six (6) months from the date of promotion. If the employee returns to the bargaining unit prior to six (6) months having passed since his promotion, the employee will have his seniority reinstated for bidding upon twelve (12) months following his return. If the employee returns to the bargaining unit after six (6) months have passed since his promotion, the employee shall be considered a new employee for seniority purposes. The employee may voluntarily return to the bargaining unit only during the six (6) months following the promotion.

Paragraph 8.5. Loss of Seniority.

- (a) An employee will lose all seniority rights under the terms of this Agreement if he:
1. Fails to report to the Company within five (5) days after being given notice of his recall to work by registered mail to his last known address; (If failure of an employee to timely report is due to an extenuating circumstance which was beyond the employee's control and the employee has promptly notified the Company upon notice of recall that the employee wishes to return to work, then the Company will give consideration to such employee's circumstances. In such cases, should management make a determination to return the individual to work, the individual will return without the right to displace or bump another employee.)
 2. Is discharged for cause;
 3. Resigns;
 4. Is laid off without recall for a period of two (2) years, except employees with more than two (2) years of consecutive service may retain seniority for a period equal to the length of their consecutive service up to a maximum of five (5) years;
 5. Is working on another job while on a leave from the Company, however, on a case by case basis the Company will consider the individual situation of an employee prevented from working for the Company due to medical restrictions and working another job; and
 6. Is absent for twelve (12) consecutive months for a reason other than a compensable workers' compensation injury incurred at Quemetco. After twelve (12) months absence, the employee's seniority shall be frozen and there shall be no further accrual of seniority until he returns to actual work. There shall be no eligibility for any benefits under this contract during the time when seniority is frozen.
- (b) An employee who is absent due to a compensable workers' compensation injury incurred while working at Quemetco will continue to accrue seniority for a period of twenty-four (24) months or for a period equal to the employee's continuous length of service, whichever period is less. If the employee does not return to work at the expiration of this period, the employee will stop accruing further seniority and the employee's accrued seniority will be frozen as of the end of this period. The amount of seniority accrued as of the end of this period will be the employee's seniority upon the employee's return to work. Any benefit subject to ERISA will be applied and interpreted pursuant to ERISA regulations.

Paragraph 8.6. Probationary Period. An employee's seniority shall commence with the employee's most recent date of hire, provided the employee is retained beyond a ninety (90) workday probationary period. Each employee employed hereafter shall be considered a "new employee." New employees shall not be regarded as regular employees for the first ninety (90) workdays of their employment, during which probationary period of ninety (90) workdays the Company may discharge any such new employee and such discharge shall be in the sole discretion of the Company and not subject to the grievance and arbitration procedure set forth in Articles IV and V hereof. All employees who have been employed for a period of less than ninety (90) workdays shall have no seniority rights. Probationary employees shall have no rights to the job bid procedure provided for in paragraph 8.2.

Paragraph 8.7. Notice to Union. Except for new employees as hereinabove defined, the Company shall notify the Union of all dismissals, layoffs and recalls of employees.

Paragraph 8.8. Leave of Absence.

- (a) **Family and Medical Leave of Absence.** Employees covered by this Agreement will be eligible for a Family and Medical leave pursuant to the terms and provisions of the Employer's Family and Medical Leave (FMLA) policy.
- (b) **Leave of Absence.** The Company may grant an employee a leave of absence for a period not to exceed thirty (30) days.
- (c) **Union Leaves of Absence.** Where Union members are employed on a full-time basis, either by the Local Union, District, or National Organization, or are appointed by the Union to a bona-fide administrative position in a non-profit, non-political organization or agency concerned with the public welfare, they will be granted a Leave of Absence by the Company. At the end of such Leave, employees may return to work or may retire, if otherwise eligible. Employees receiving such leave shall continue to accrue seniority and pension benefits and be limited to one (1) employee with a term not to exceed three (3) years. However, employees who are granted such leaves will be eligible for additional three (3) year leaves of absences upon request. The company will make available to such employees the same Group Medical and Hospital Insurance, Life, Accidental Death and Dismemberment Insurance, Sickness and Accident Insurance, Group Dental, Vision Insurance as offered to other employees, at the same cost. The employee will be responsible for reimbursing the Company for the full cost of the benefits selected.

Paragraph 8.9. List of Employees Furnished to the Union. The Company will furnish the Union with a complete list of all employees covered by this contract within ten (10) days after signing this Agreement and an up-to-date list at not more than ninety (90) day intervals thereafter.

Paragraph 8.10. Seniority List.

- (a) The Company shall prepare a seniority list by date of employment for each person in the plant once every six (6) months, beginning with the effective date of this contract, containing the names, classification and seniority date of each employee. The list will be posted on the union bulletin board and any employee objecting to his standing on the list must make objection within thirty (30) days or be bound by the listing.

- (b) Grievance committeemen, not to exceed five (5), shall head the seniority list for purposes of layoff and recall only. As among the grievance committeemen, their individual seniority rights shall apply. The Union will give the Company prompt notice in writing of the names of the grievance committeemen and of any changes among the grievance committeemen. The Company's obligation to deal with grievance committeemen shall be limited to dealing only with those individuals designated in writing to the Company by the Union.

Paragraph 8.11. Accommodation of Employees with Non-Job Injuries. Employees having five (5) or more years of service who are unable to perform their regular work satisfactorily due to a permanent physical impairment, as a result of an off-the-job injury requiring an extended period of absence and work restriction will present to the employer a statement from their doctor and certification from an appropriate state or federal agency certifying handicapped employees detailing the reasons for any physical limitations and the degree of work restriction. Representatives of the Company and the Local Union will then meet and try to mutually agree on an available job within the employee's physical ability to perform. Employees so assigned shall be given a reasonable length of time, but not to exceed thirty (30) calendar days, to demonstrate their ability to satisfactorily perform the job. Employees assigned under the provisions of this Paragraph shall not be displaced except in the case of layoff, and will not be permitted to bid on open jobs without first submitting a release from their physician. Employees assigned under this Paragraph shall submit a detailed statement from their doctor and the appropriate governmental agency on an annual basis to substantiate the continuing need for work restrictions.

HOURS

Paragraph 9.1. Workweek and Workday. Forty (40) hours of work divided into days of eight (8) hours of work shall constitute the standard workweek and workday. The standard workweek shall commence on Monday at the beginning of the first shift and shall end on the following Sunday at the end of the third shift.

Paragraph 9.2. Shifts, Schedules and Breaks.

- (a) Any shift starting between the hours of 6:00 a.m. and 10:00 a.m. shall be designated as the second shift; any shift starting between the hours of 2:00 p.m. and 6:00 p.m. shall be designated as the third shift; and any shift starting between the hours of 10:00 p.m. and 2:00 a.m. shall be designated as the first shift. The Company shall retain the option of establishing and/or changing the starting times of shifts for all employees or for any individual employees. Schedules will be posted weekly, no later than 5:00 p.m. Wednesday. It is understood that the official employee schedule is posted under glass and that schedule shall control. A Union representative will be given the opportunity to initial the schedule, on or about 4:00pm on Friday. Changes may be entered on that schedule subject to the requirements of paragraph 9.3. Employees may swap shifts by executing a form provided by the Company and subject to approval of the supervisor.

Nothing in this paragraph shall limit or restrict the Company's right under the Collective Bargaining Agreement to schedule work, and adding a workday shall not be considered a change in the schedule. Employees will be responsible for knowing their schedule and any schedule changes up to 4:00 p.m. on Friday. After 4:00 p.m. on Friday, they will be notified by the Company of any schedule changes.

- (b) All employees will be given an unpaid lunch period of thirty (30) minutes not later than six (6) hours after the start of their shift. An employee who, at the request of management, works through his/her lunch period shall be released from duty thirty (30) minutes before the end of his/her shift. There will be two (2) paid fifteen (15) minute rest periods for each eight (8) hour shift. All employees covered by this Agreement shall receive twenty (20) minutes of pay for required wash-up time and uniform changes. A reasonable wash-up period will be provided before each rest period and lunch.
- (c) Employees required to work more than four (4) consecutive hours beyond the end of their assigned shift will receive an unpaid thirty (30) minute meal-break period.
- (d) Prior to implementing a change in the starting time of any shift which change affects all employees assigned to such shift, the Company will notify and discuss the change with the grievance committeemen. In case of emergency, schedules will be susceptible to immediate change. Schedules of individuals may be changed to meet varying production requirements.

Paragraph 9.3. No Guarantee of Work. No change will be made in an employee's scheduled workweek for the purpose of avoiding overtime payment. After 4:00 p.m., Friday, an employee's schedule of workdays and days off for the workweek beginning on the following Monday will not be changed. Employees that are required to report to work within eight hours of leaving work shall be paid at a rate of time and one-half for all consecutive hours. Nothing in this agreement shall require the Company to work an employee with less than twelve (12) hours between work periods. Provisions of this Article shall not be deemed a guarantee by the Company that forty (40) or any other number of hours of work will be available nor restrict the right of the Company to make changes in the number of hours of work available to all or to any individual employee. Nothing in the Agreement shall be construed to restrict the right of the Company to reduce the workweek of any or all employees in lieu of a layoff; however, in the event the workweek of all employees is reduced to less than thirty-two (32) hours, the parties will discuss whether there shall be a reduced workweek or a layoff.

Paragraph 9.4. Minimum Work. Any employee who is scheduled or is called to report for work outside of his schedule and reports ready for duty at the time specified shall be granted a minimum of four (4) hours of work. Should an employee receive less than four (4) hours of work in any one (1) day, the Company shall pay the employee a sum equal to the amount he would have received had he worked four (4) hours at straight time. Any employee shall not be considered to have been scheduled for or ordered to report for work for purposes of this Paragraph: (a) if the Company calls the last telephone number supplied to the Company by the employee at least two (2) hours prior to the time last specified for the employee to report for work that there is no work available for said employee for that time; or (b) if the employee does not furnish the Company with a telephone number at which he may be contacted

and if the employee is informed that there is no work available for said employee for that time by his supervisor upon such employee reporting for work.

Paragraph 9.5. Change in Schedules. If an employee is called into work on the employee's scheduled day off, the employee's scheduled days off for that workweek will not be changed unless the employee requests another day off and management agrees to change the day off. An employee's regularly scheduled days off shall not be changed because the employee is allowed to not work a holiday.

Paragraph 9.6. Mandatory Meetings. Employees who may be required to attend Company meetings shall be paid from the beginning of the meeting until the end of the employee's shift, if the meeting begins before the start of the employee's shift; or from the beginning of the employee's shift until the end of the meeting, if the meeting ends past the normal end of the employees shift.

WAGES

Paragraph 10.1. Wage Rates. Wages shall be paid in accordance with the schedule thereof annexed hereto and made part hereof and marked Appendix "B" but notwithstanding the Company may pay any listed job an amount in excess of the rate provided in Appendix "B".

Paragraph 10.2. Shift Differentials. Work performed on first shift by an employee scheduled on first shift shall be paid fifty cents (\$0.50) per hour above the applicable straight-time hourly rate of pay. Work performed on third shift by an employee scheduled on third shift shall be paid forty cents (\$0.40) above the applicable straight-time hourly rate of pay. Employees who are working outside of their scheduled shift (coming in early or staying over) for one hour or more, shall receive the respective shift differential for the shift when the hours are worked.

Paragraph 10.3. Temporary Assignments. Whenever, for the convenience of the Company, an employee is temporarily assigned to a higher rated job, the employee shall receive the job rate for the work performed. Whenever, for the convenience of the Company, an employee is temporarily assigned to a lower rate job, the employee shall receive his/her regular job rate for the work performed. Such temporary assignment will be offered in seniority order to employees then present on the shift.

Paragraph 10.4. Temporary Assignments Due to Temporary Incapacitation. An employee who is temporarily assigned to a lower rated job because the employee is unable to perform the employee's regular assignment due to a compensable, temporary and partially disabling injury or because of work related lead intoxication as diagnosed by the Company's physician, shall receive the rate of pay of the job to which the employee was permanently assigned at the time the employee suffered the injury or was diagnosed as being lead intoxicated during the period only of the employee's recovery from such injury or intoxication. An employee temporarily assigned to a lower rated job because the employee is unable to perform the employee's regular assignment due to a temporary non-work related illness or injury shall receive the rate of pay of the job to which the employee is temporarily assigned.

Paragraph 10.5. Return from Absence. Upon the return to work of an employee who has been absent by reason of a legitimate illness or injury, such employee shall be reassigned to his/her regular

job if he/she has not been disabled from performing it. Any employee who has been assigned the job of such ill or injured employee during the period of such absence shall be considered temporarily assigned to such job under the provisions of Paragraph 10.3 of this Article.

Paragraph 10.6. Attendance Bonus. As a bonus for prompt and regular attendance, each employee who shall have reported promptly for and attended work on his/her regular shift on each day required by the Company during a workweek shall receive for the work performed during such week a bonus of **fifty cents (\$0.50)** per hour in addition to his/her regular rate of pay for the work performed during such week. In any week in which the attendance bonus has been earned, the regular job rate plus the attendance bonus shall be the hourly rate used for determination of any overtime pay earned during such week and any holiday pay for a paid holiday falling in such week.

Paragraph 10.7. On-the-Job Injury. In the event an employee suffers a work related injury, not illness, which prevents the employee from continuing to work, the employee shall be paid for the remainder of the employee's shift up to a maximum of eight (8) hours on the day when the employee suffered the injury.

Paragraph 10.8. Laborer Upgrade. An employee having worked four continuous years as a laborer **in the same department will be promoted** may elect within thirty (30) days of such fourth (4th) anniversary to move to the operator classification. **Such** an employee **may elect not** to move to the operator classification **by completing a Laborer Upgrade Refusal Form and turning it in to Human Resources at least thirty (30) days before such fourth year anniversary.** The employee shall nevertheless retain the right to bid on a posted operator position. Should an employee who has elected the operator classification be unable to perform the operator job duties within thirty (30) days, the employee shall be returned to the laborer classification and rate of pay.

Paragraph 10.9. Accelerated Laborer Upgrade. An employee who previously held an Operator or higher rated position in their Department and bid into a Laborer position, in order to change shifts, may elect to participate in the "Accelerated Laborer Upgrade Program". The employee must complete **one (1)** year and six (6) months consecutive time as a Laborer, after they changed shifts and meet the eligibility requirements defined in the Accelerated Laborer Upgrade Program. If during the first twenty (20) working days the employee is unable to perform the job, the employee will be returned to the employee's previous position and rate of pay.

OVERTIME

Paragraph 11.1. Intention. This Article and Articles IX and X hereof are intended only to provide a basis of calculation for hours, wages and overtime and are not to be construed as a guarantee of hours of work per day or per week.

Paragraph 11.2. Payment. Overtime will be paid at the rate of time and one-half the regular straight-time rate for all hours worked in excess of eight (8) hours in any one (1) workday or for all time worked in excess of forty (40) hours in any one (1) workweek, but not for both. Overtime will be paid

at the rate of double time an employee's regular straight-time hourly rate, including shift differential if applicable, for all hours worked by an employee in excess of twelve (12) consecutive hours in any one (1) calendar day. For purposes of calculating forty (40) hours pursuant to this Paragraph, holidays paid for under Article 7.0 but not worked by an employee, shall be counted as eight (8) hours of work, except in the case of the holiday falling in the vacation period. Hours paid for bereavement leave and for personal days shall be counted as hours worked for purposes of weekly overtime.

Paragraph 11.3. Sixth Consecutive Day of Work. Overtime shall be paid at the rate of time and one-half the employee's straight-time rate for all time worked on the employee's sixth consecutive workday in the workweek, provided that such hours are in excess of forty (40) hours before the sixth consecutive day. In the event an employee suffers a work related injury, not an illness, and is released by a doctor after treatment to return to the employee's regular assignment and the employee is assigned to work at the employee's regular job on what would have been the employee's sixth consecutive workday in the workweek but for the employee's absence due to the injury and which absence was directed by the doctor, then the day on which the employee was injured or absent at the doctor's direction during the workweek will count as a day worked for the purpose only of determining the sixth consecutive day of work.

Paragraph 11.4. Seventh Consecutive Day of Work. Overtime shall be paid at the rate of double time for all time worked on the employee's seventh consecutive workday in the workweek, provided that such hours are in excess of forty-eight (48) hours worked before that seventh consecutive day. A day shall be counted as a day of work for purposes of this Paragraph although an employee has not worked due to the following conditions:

- (a) The day is a day on which the employee is injured on the job;
- (b) The day is a day on which the employee reports to work on his regularly scheduled workday without having been previously notified not to report and no work is available; or
- (c) The day is a day on which the employee reports for work and gets sick on the job.

Paragraph 11.5. Weekend Work. Work performed on Saturday will be paid a premium rate of eighty-five cents (\$.85) for each hour worked by the employee. Work performed on Sunday will be paid a premium rate of one dollar (\$1.00) for each hour worked by the employee.

Paragraph 11.6. No Pyramiding. There will be no pyramiding of pay under the terms of this Agreement, that is, no type of premium or penalty pay except shift differential. When more than one premium or penalty pay applies to the same amount of work, the higher rate shall be paid.

Paragraph 11.7. Overtime Assignments.

- (a) **Daily Overtime.** When the Company determines that it is necessary for an employee to work daily overtime, such overtime will be offered to the most senior employee then present on the shift, who has previously performed the available work, within the respective department in which the overtime is required. Should that employee be unable to work such overtime, the assignment will be offered to other employees who have previously performed the available work within the department then present on the shift on the basis of seniority until such overtime is accepted. Should all employees be unable to work the overtime required, the most junior employee then present who has previously performed the available work within the department will be assigned and required to work the overtime. Employees who may be required to work overtime and secure a replacement, who has previously performed the available work, will be excused from working the overtime. The Company shall not require an employee to work more than twelve (12) consecutive hours. New employees will not be required to work Daily Overtime for the first thirty (30) calendar days of their probationary period. Once an employee has worked eight (8) hours overtime in a workweek, any involuntary overtime will be assigned in the reverse order of seniority beginning with the most junior employee who has not worked eight (8) hours overtime until all employees have worked eight (8) hours of overtime in a workweek. Once each employee has worked eight (8) hours overtime, the order of involuntary overtime assignments begins again with the most junior employee. After an employee has worked sixteen (16) hours of overtime within a workweek, the employee may refuse overtime during the remainder of that workweek. It is understood that employees assigned to continuous operations shall remain on the job until properly relieved or excused by the supervisor in charge, and that short periods of overtime, that consist of finishing up a job on which an employee has been working during the regular shift may be assigned to the employee then doing the assignment.

To cover a partial shift occurring at the end of a shift, the Company shall offer the available work to employees scheduled in the department on the following shift who have previously performed the available work, in order of seniority. If no one accepts, the most junior employee in the department on the following shift who has previously performed the available work and who can be contacted shall be required to report. An employee shall be given at least two (2) hours advance notice prior to being required to report to work.

Nothing in Paragraph 11.7 shall require the Company to work an employee more than twelve (12) consecutive hours.

- (b) **Sixth (6th) and/or Seventh (7th) Day Work.** If a sixth (6th) and/or seventh (7th) day of work is necessary, the most senior unscheduled employees who have previously performed the available work will be offered the additional work. If sufficient unscheduled employees are not available in the department where the work is to be performed who have previously performed the available work, then employees may be required to do the work in reverse seniority order.

Employees do not have the right to refuse a sixth (6th) and/or seventh (7th) day of work, if scheduled.

Employees may elect to equalize (pass the requested overtime to an employee with less accumulated overtime) work in excess of eight (8) hours on a sixth (6th) and/or seventh (7th) day, provided the employee has accumulated, at least eight (8) hours of overtime, prior the request for equalization.

Employees may refuse additional work, in excess of eight (8) hours on a sixth (6th) and/or seventh (7th) day, provided the employee has accumulated at least sixteen (16) hours of overtime prior to the refusal.

- (c) **Violations of Paragraph (a) and/or (b).** If an employee and/or his Union Representative brings a violation of Paragraph 11.7(a) and/or (b) to the attention of Management prior to the overtime being worked and no action is taken to correct the error the employee who should have been offered or assigned the overtime shall be paid for all lost earnings. An employee who should have been called into work under Paragraph 11.7(a) and/or (b) and was not will be paid for all lost earnings.
- (d) **Working with Medical Restrictions.** Employees who may be working with medical restrictions, work related and/or non-work related, will not be denied the opportunity to work all overtime, provided the individual is able and qualified to perform the work and is not medically restricted from performing such work.
- (e) **Refusals.** Each bargaining unit employee will be allowed **three (3)** refusals of overtime during each calendar year. **No more than two (2) refusals of overtime may be taken in a thirty (30) day period.** It is understood that a refusal of overtime will not be permitted if all qualified available employees refuse the same overtime.

VETERANS

Paragraph 12.1. Veteran's Rights. The Company and the Union agree to adhere to any laws or regulations relating to the rights and/or employment of veterans. For active duty of two (2) weeks to a maximum of thirteen (13) weeks during the period of Active Duty Training the employee will be entitled to receive an amount equal to 40 hours of basic earnings. That is, if his pay per week from the government is less than his basic weekly earnings at Company, the Company will make a supplemental payment to him which is equal to the amount by which his 40 hours of basic weekly earnings exceeds the amount he receives from the government per week. Flight pay, proficiency pay, base pay, etc. are included in determining total government pay received for training duty; but travel, government subsistence, and quarters allowances are excluded.

STRIKES AND LOCKOUTS

Paragraph 13.1. No Strikes. The Company and Union declare it to be their intention to prevent any suspension of work during the term of this Agreement due to grievance or disputes. Should a work stoppage occur due to a grievance or labor dispute, the Shop Committee must immediately inform those employees who have ceased working that such employees have ceased to be paid as of the time the work stoppage occurred. Such employees are subject to Union and/or Company discipline. It is agreed that the Union and its members, individually and collectively, will not, during the term of this Agreement, cause or take part in any work stoppage or slow down. The Union shall not be held liable for any violation of this section committed by individual employees or groups of employees unless such violation has been caused, promoted or encouraged by the Union or its officers or stewards.

Paragraph 13.2. No Lockouts. The Company agrees not to engage in a lockout. For purposes of this Section, the cessation or reduction of any of the operations of the Company for economic reasons or the temporary or permanent discontinuance of all or any part of the operations or of the business of the Company shall not be deemed to be a lockout.

Paragraph 13.3. Violations. In the event this Article of the Agreement is breached by individual employees or groups of employees, the Union agrees that it will endeavor to terminate such breach by all available means and including the sending immediately to each member a registered letter stating that such action is a violation of the Agreement and that such violation must cease immediately. The Company reserves the right to discharge or otherwise discipline any employee taking part in any violation of this Article.

Paragraph 13.4. Refusal to Work. The concerted failure or refusal of employees to report for work during the presence of pickets at the Company's place of business shall be considered a violation of this Article, provided that this Paragraph shall not apply if such pickets are employees covered by this Agreement and are not participating in action prohibited by this Agreement.

Paragraph 13.5. Picket Lines. Employees shall be expected to deliver the Company's product to a customer's premises. No deliveries shall be stopped until the Union and the Company recognize the picket line.

WORKING CONDITIONS AND SAFETY

Paragraph 14.1. Protective Equipment. The Company shall provide face shields, goggles, respirators and a pre-employment physical as required by Federal or State Laws or Regulations.

Paragraph 14.2. Facilities. The Company shall provide and maintain sanitary washrooms, lockers and proper facilities for eating lunch.

Paragraph 14.3. Safety Committee and Rules. In recognition of the prime importance of safety promotion and accident prevention, the Company and the Union agree to cooperate in the enforcement of safety measures, in the use by the employees of necessary safety equipment and in the maintenance of safe and sanitary working conditions.

- (a) **The Joint Safety Committee's purpose is to serve as a voice for employee safety concerns, advocate safe working conditions and assist in the correction of safety issues. The Committee will identify hazards, assist in investigating incidents, and recommend policy, procedures and training to improve the health and safety of Quemetco employees.**

Joint Safety Committee members will review safety and health inspection reports, evaluate incident investigations for root cause correction, assess the Workplace Accident and Illness Prevention Program and facilitate the BBS Steering Committee. Members will be the safety communication link between employees and the Company, forwarding employees' safety concerns and sharing safety messages with employees.

The Safety Committee will generate meeting minutes which will be made available to all employees. A quarterly report will be compiled using the outstanding issues from the meeting minutes and will be presented to the Plant Manager and to the Management team during the first staff meeting of each quarter. One Safety Committee member will be nominated to review the outstanding issues listed on the report at that time.

The union will appoint one (1) voting Committee member from each of the following departments: Battery Wrecker, Environmental (Air Quality and Water Quality), Maintenance, Refinery, Reverb/SRF, Sanitation and Shipping/Receiving/Yard. The Company will appoint a minimum of one (1) advisory committee member from Safety, Human Resources/Administration and one other department.

The Unit President, or his designee, will serve as Safety Committee Chair. Dates, Times and location of meetings will be determined by the Chair and approved by the Safety Committee.

No single person shall be required to serve on the Safety Committee for more than three years, unless such person holds the position of Unit President. All voting members, except for the Unit President, shall be appointed annually for up to three consecutive annual terms. Current Safety Committee members shall appoint new members to fill vacancies on the committee.

Company management will: act on Safety Committee recommendations in a timely manner and with due diligence; Provide all necessary resources to fulfill the Safety Committee's primary functions; Arrange for Safety Committee members to attend the annual USW Joint Union/Management Safety Conference and Pay Safety Committee members for all approved time while performing duties of a Safety Committee member. Department Managers will meet with designated Safety Committee Member to discuss/abate safety related issues as presented during safety committee meetings.

- (b) **All general and safety rules shall be promulgated by the Company, a copy of which shall be provided to each employee along with any amendments thereto, which said copies shall be receipted for by each employee. Employees shall be subject to disciplinary action for the breach of any general or safety rules.**

Paragraph 14.4. Uniforms. In furtherance of cooperation in the maintenance of safe and sanitary working conditions, so long as uniforms are required to be worn by all employees covered by this Agreement, the Company shall pay the expenses of the uniform service for each employee using the uniforms.

Paragraph 14.5. Safety Grievances. In the event that a grievance within the meaning of Article IV of this Agreement involves a matter of safety and is brought pursuant to Article IV of this Agreement, it may be initially processed at Step No. 2 (Paragraph 4.3 of this Agreement) of the grievance procedure.

Paragraph 14.6. Lost Time Accidents. In the event that a serious accident occurs, which is one that is likely to be a lost time accident, the Safety Supervisor will notify the Union Safety Committee Chairman as soon as possible.

Paragraph 14.7. Safety and Health Program. The Union safety program, described in this paragraph, shall be implemented by the Company. Where exposure conditions require, the Employer shall provide coveralls or similar protective work clothing, gloves, protective hats, protective (safety) shoes, shoe covers, face shields or goggles, and respirators. The Company shall provide for the cleaning of protective clothing and respirators. The Company shall provide change rooms and showers. The Union on behalf of the individual employees agrees that employees will use the protective equipment specified in this Paragraph at all times that the employee is working in a posted area, subject to discipline for failure to properly use the equipment. The individual employee shall be given the eight (8) hours of work on his regular assignment provided for in Paragraph 9.1 (Normal Work Hours) as long as he wears the protective equipment and the Company may not rotate the employee off his/her job or reduce the employee in hours on his regularly assigned job in lieu of using the protective equipment described in this Paragraph; and should an employee refuse to work a full day with the protective equipment described in this Paragraph, the employee is not entitled to compensation for the time not worked. If an employee believes that his health or safety is adversely affected by the use of the safety equipment specified in this Paragraph, the employee shall not leave his work assignment without prior permission, but rather, shall communicate the specific details upon which that belief is based to the Grievance Committeeman. The Grievance Committeeman and the Safety Director shall confer regarding those details. If unable to resolve the matter to the satisfaction of the employee, a meeting will be held with the Grievance Committeeman and the General Manager. If after the meeting with the General Manager the matter is not resolved, the employee may work at a job, if then available, in an area not requiring the specific protective equipment, should such an area exist and if the employee has the ability to immediately perform the job without training. Otherwise, the employee will take a temporary unpaid leave without being subject to discipline.

BEREAVEMENT

Paragraph 15.1. Leave. When the death of an employee's mother, father, spouse, child, step-child currently residing with the employee, an employee shall be paid for any of his regularly-scheduled working days lost, not to exceed four (4) consecutive calendar days. When the death of an employee's brother or sister, current mother-in-law or current father-in-law, current brother-in-law and current sister-in-law, **grandchild** grandparent or current spouse's grandparent occurs, an employee shall be paid for any of his regularly scheduled working days lost not to exceed three (3) consecutive calendar days.

Proof of attendance at the funeral may be required by the Company. The four (4) consecutive calendar days shall be the two (2) days before burial, the day of burial, and the day after burial. The three (3) consecutive calendar days shall be the day before burial, the day of burial, and the day after burial. Upon request an employee will be granted a reasonable amount of additional unpaid bereavement leave.

If there are no formal services for any of the above-recognized relatives, an employee shall be paid one (1) scheduled work day's pay. The employee must provide proof of death to qualify for the leave.

JURY DUTY

Paragraph 16.1. Leave. Employees performing jury duty where subpoenaed to a criminal proceeding to which the employee is not a party shall receive the difference between the jury pay or witness fees and the straight-time pay which the employee would have earned on the particular days involved, where such jury service or appearance as a witness falls on days on which the employee was regularly scheduled for work and was not on a layoff. The benefit under this paragraph shall apply in the aggregate for a maximum of fourteen (14) calendar days in any one (1) calendar year.

TERM OF AGREEMENT

Paragraph 17.1. Effective Date. Contract to take effect **February 29, 2016**. This Agreement agreed as stated on February **26, 2016**.

Paragraph 17.2. Expiration. Should either party desire to alter, amend or annul this Agreement **and/or LOAs listed below** at the **contract** expiration date, written notice thereof describing such changes desired shall be given to the other party sixty (60) days before the date of expiration of this Agreement. This Agreement **and LOAs listed below** shall continue in force until such notice is given and a new Agreement **and/or LOAs** are negotiated.

The present Agreement and LOAs listed below supersedes all prior written Agreements and LOAs between the Company and the Union which might be in conflict with the present Agreement and/or LOAs.

No future agreements, amendments or modifications shall be binding on either the Company or the Union until it has been reduced to writing and signed by both the designated representative of the Company and the designated representative of the International Union, with the exception of final and binding arbitration awards that are binding on both the Company and the Union.

The parties conducted an extensive search with the purpose of locating and sharing all written understandings. If, however, either part discovers any additional written letter of understanding it believes is still in effect, it shall promptly share this discovery with the other party. If the parties cannot mutually agree concerning the effectiveness of the letter of understanding, either party may file a grievance concerning the matter(s) for the next twenty-four (24) months.

Current Letters of Agreement

- 1. Maintenance Upgrade Program. Dated February 13, 2013**
- 2. Operator Upgrade Program. Dated February 13, 2013**
- 3. Administration of Daily Overtime. Dated August 29, 2008**
- 4. Employee in Training Program. Dated February 8, 2007**
- 5. Safety College, Environmental College and Advanced EHS College Program. Dated February 18, 2016.**

Paragraph 17.3. Length of Contract. This Agreement shall be effective from the date first above set forth and shall continue until February 28, **2019** at 12:00 midnight.

AGREED AND SIGNED BY:

**United Steel, Paper and Forestry, Rubber
Manufacturing, Energy, Allied Industrial
and Service Workers International Union,
AFL-CIO-CLC, on behalf of Local Union
1999**

QUEMETCO, INC.

Leo Gerard, International President

John A. De Paul, Senior Vice President

Stanley W. Johnson, Int'l Secretary.-Treasurer

A.J. Williams, Vice President-Indiana Operations

Tom Conway, Int'l Vice President

Roland Chapell, SPHR, Group Manager HR

Fred Redmond, Int'l Vice President

Stephanie Zalkin, HR Manager

Mike Millsap, District Director

Wayne A. Dale, Sub District Director

James C. Adcock, Staff Representative

LOCAL UNION 1999 NEGOTIATING COMMITTEE

Chuck Jones, Local Union President

Michael McDonald, Committee

Kelly Ray Hugunin, Local Union Rep

Stan Perkins, Committee

Derrick Morris, Unit President

Paul Hedden, Committee

Andrew Engle, Unit Vice President

**APPENDIX A
GRIEVANCE REPORT**

USW Local Union No. _____

Grievance No. _____

Location _____

Date _____

Employee's Name

Identification No.

Department

Job Title

Use space below to write in other important Grievance information

Nature of Grievance

Settlement requested in Grievance _____

Agreement Violation _____

Signature of Aggrieved:

Signature of Union Representative:

GRIEVANCE CASE NO. _____

Answer of Company Representative Date _____

Answer of Company next step _____ Date _____

Answer of Company next step _____ Date _____

Answer of Company next step _____ Date _____

Union Comments: _____

Signature of Union Representative

APPENDIX B: WAGE RATES

DEPARTMENT/JOB CLASSIFICATION	2/29/2016	3/1/2017	3/1/2018
BATTERY WRECKER			
Battery Wrecker Leadman	26.27	26.77	27.32
Battery Wrecker Op II	25.41	25.91	26.46
Battery Wrecker Op I	24.35	24.85	25.40
Laborer > 90 days	23.53	24.03	24.58
ENVIRONMENTAL			
Environmental Leadman	26.37	26.92	27.47
Environmental Specialist	25.94	26.49	27.04
Air Quality Leadman	25.56	26.11	26.66
Air Quality Operator II	25.51	26.06	26.61
Air Quality Operator I	24.76	25.31	25.86
Water Treatment Op II	25.51	26.06	26.61
Water Treatment Op I	24.76	25.31	25.86
Laborer > 90 days	23.63	24.18	24.73
MAINTENANCE			
Electrical/Electronic LM	31.61	32.21	32.76
Electrical Leadman	30.87	31.47	32.02
Maintenance Leadman	30.36	30.96	31.51
Mobile Equip Leadman	30.36	30.96	31.51
Electrician III	30.10	30.70	31.25
Electrician II	29.83	30.43	30.98
Electrician I	29.28	29.88	30.43
Mobile Mechanic III	29.48	30.08	30.63
Mobile Mechanic II	29.06	29.66	30.21
Mobile Mechanic I (EIT)	28.24	28.84	29.39
Welder/Millwright III	29.48	30.08	30.63
Welder/Millwright II	29.06	29.66	30.21
Welder/Millwright I	28.24	28.84	29.39
Machinist/Millwright III	29.48	30.08	30.63
Machinist/Millwright II	29.06	29.66	30.21
Machinist/Millwright I	28.24	28.84	29.39
Storehouse Assistant	24.66	25.16	25.71
Painter	24.86	25.46	26.01
REFINERY			
Refinery Leadman	26.27	26.77	27.32
Refinery Operator II	25.41	25.91	26.46
Refinery Operator I	24.35	24.85	25.40
Laborer > 90 days	23.53	24.03	24.58
REVERB/SRF			
Reverb/SRF Leadman	27.33	27.83	28.38
Reverb/SRF Operator II	26.47	26.97	27.52
Reverb/SRF Operator I	25.41	25.91	26.46
Laborer > 90 days	24.59	25.09	25.64
SANITATION			
Sanitation Leadman	24.88	25.38	25.93
Sanitation Operator	24.16	24.66	25.21
Office Cleaner	22.66	23.16	23.71
Laborer > 90 days	23.53	24.03	24.58
SHIPPING			
Shipping Leadman	25.25	25.75	26.30
Warehouseperson	24.16	24.66	25.21
Laborer > 90 days	23.53	24.03	24.58
YARD			
Yard Leadman	25.25	25.75	26.30
Yard Operator	24.16	24.66	25.21
Laborer > 90 days	23.53	24.03	24.58
PROBATIONARY PERIOD - LABORERS			
Laborer after 90 working days	23.53	24.03	24.58
Hire in rate	16.90	16.90	16.90