

ARTICLE I - Agreement

This Agreement dated July 1, 2023, is between Haynes International, Inc. at its Kokomo, Indiana plant (hereinafter referred to as the Company) and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO on behalf of its Local Union No. 2958 (hereinafter referred to as the Union). 1

1.1 The Company agrees that it will not sell, convey, assign, or otherwise transfer any plant or significant part thereof of the Kokomo, Indiana facilities covered by this labor agreement between the Company and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO on behalf of its Local 2958, unless prior to the closing date of the sale, the Successor/Buyer advises the seller that it will do one of the following promptly after the closing date of the sale. 2

(1) The Buyer shall have entered into an Agreement with the Union recognizing it as the bargaining representative for the employees within the existing bargaining units. 3

(2) The Buyer shall agree to abide by this Agreement or enter into a separate agreement with the Union establishing the terms and conditions of employment to be effective and retroactive to the closing date. 4

The above provision shall not apply to any transition during any reorganization out of bankruptcy or its law. Nor shall it apply to any transaction between the Company and any of its Subsidiaries, affiliates, or Parent Company, or any of its Subsidiaries, holdings, or affiliates, or the sale of stock in a public 5

offering or similar capital transaction. The above exclusions are not to be considered as a waiver of any right the Union may have under the National Labor Relations Act (NLRA).

1.2 Intent, Purpose, and Productivity

Haynes International and the United Steelworkers Local 2958 are concerned that the future of the industry in terms of employment and return on substantial capital investment rests heavily on the ability of the parties to work cooperatively to achieve significantly higher productivity trends than have occurred in the recent past. 6

The parties agree that there will be several questions arise over qualifications and assignments within the work groups and are committed to resolve any and all questions as they may arise as soon as practical. 7

The Labor Relations Manager, Company Representative, Union President, and the Area Grievance Committeeperson or a representative of the aforementioned will meet within three (3) days to resolve such questions. The consensus method will be utilized and the employee with the question will have the opportunity to attend the meeting if he/she so desires. The time limit can only be extended by mutual agreement. 8

It is the intent of the parties, through this concept of mutual cooperation, to secure regular full-time employment. In accordance with this principle, it is the intent of the Company to perform bargaining unit work, within the bargaining unit. The Company agrees to notify the Union of all subcontracting that might affect the bargaining unit. Upon request from the Union, the Company agrees to meet with and discuss the efficiency of any contract. However, in case of emergency, the Company may provide the notice and review after the contract has been let. The Company agrees to provide the 9

information necessary to show that an emergency condition existed that prevented notification.

The Company will make every attempt to perform work “in-house” that can be performed efficiently “in-house”. For purposes of this agreement, the term “efficiently” includes consideration of such factors as safety, quality, yield and cycle time. The intent of this language is not to deplete the bargaining unit or arbitrarily contract work out to a lower cost producer. 10

The Company will provide the union, not less than one (1) week advance notice, of its intent to contract out work which can not be performed efficiently by the bargaining unit. If so requested by the union, the company agrees to meet and confer with the union over any proposed work to be contracted out. 11

It is, and continues to be, the intent of the parties that all work that can be efficiently performed by the bargaining unit remains within the bargaining unit consistent with the “Intent and Purpose” of Article 1, Section 2, of the parties Collective Bargaining Agreement. 12

Further, the Union may meet quarterly with the Management to review recommendation concerning the control of waste and the improvement of productivity. 13

The Company recognizes the Union’s Contracting Out Committee of two (2) persons who shall have the same right as other Committeepersons referred to in Section 9.7 of Article 9 of this Agreement. 14

The United Steelworkers Local 2958 and Haynes International are committed to working together to become the low-cost producer and to the improvement of the Company’s competitive position. Furthermore, the parties recognize 15

a stable loyal work force is a necessary part of the formula for competitive success and agree to cooperate to work for stabilization of the work force. The Company and Union encourage the highest possible degree of respectful cooperation between their respective representatives at all levels and with all employees.

1.3 Responsibilities

The Company and Union and their officers and representatives at all levels and all employees of the Company are bound to observe the provisions of this Agreement. 16

Neither, the officers and representatives of the Union nor those of the Company, are authorized to amend, modify, delete or alter any of the provisions of this Agreement, either orally or in writing, to fit the need of any particular department or situation except for the Local Union President and International Representative and Labor Relations Manager as they may mutually agree in writing in a binding Memorandum of Letter of Understanding. 17

ARTICLE II - EQUAL EMPLOYMENT OPPORTUNITY

A. Both the Company and the Union recognize the dignity of the individual and reaffirm their belief in Equal Employment Opportunity. Both parties pledge their best efforts to ensure continued Equal Opportunity at this facility. The provisions of this agreement shall be administered and shall apply equally to all employees without regard to their age, race, color, religion, sex, disability, national origin or veteran status. 18

B. Every effort has been made to address both genders where appropriate in this agreement. However, if only the masculine gender appears in this agreement, it shall apply to both male and female employees. 19

- C. The Human Rights Representatives shall be permitted to spend a reasonable amount of time without loss of pay to assist in the adjustment of Human Rights complaints in a manner that will not impede operations by arrangement with his/her supervisor. The Human Rights Representative, seeking proper authorization to assist in the adjustment of such a complaint, will provide his/her supervisor with as much advance notice as possible and will identify the particular complaint involved and the employee(s) he/she wishes to contact in order that his/her supervisor may make proper arrangements with other supervisor(s) involved in a prompt manner. Furthermore, any grievance involving an alleged violation of this Article shall be forwarded to the Human Rights Chairperson and said Chairperson shall be permitted to attend any and all grievance meetings concerning the alleged violation(s). 20

ARTICLE III - QUALIFICATION PROVISION

In order to receive any benefit under this Agreement which is dependent upon notice to an employee by the Company, each employee is obligated to provide the Company's Human Resources Department with a telephone number and an address by which he/she can be reached and to keep same up to date. Any changes are to be made in writing via the "Employee Contact Information" form and returned to the Human Resources Department or notify the Human Resources Department at x6122. 21

ARTICLE IV - UNION MEMBERSHIP

4.1 Membership

Unless otherwise changed by law, Article 4.1 Paragraphs 22, 23, 24 and 25 are of no force or effect as of July 1, 2013.

It is agreed that all employees who, as of the effective date of this Agreement, are members of the Union, and shall be required as a condition of continued employment to remain members of the Union in good standing for the duration of this Agreement. 22

Employees covered by this Agreement who are not Members of the Union at the time it becomes effective, shall as a condition of continued employment, be required to become members of the Union on the first (1st) day after the thirtieth (30th) day following such effective date, and shall remain members in good standing for the duration of this Agreement to the extent of paying monthly dues, initiation fees, and assessments uniformly required of all members. 23

Employees hired, rehired, reinstated, or transferred into the Bargaining Unit after the effective date of this Agreement, shall, as a condition of continued employment, become members of the Union on the first (1st) day after the thirtieth (30th) day following their date of employment, and shall remain members in good standing for the duration of this agreement to the extent of paying monthly dues, initiation fees, and assessments uniformly required of all members. 24

All of the foregoing provisions shall be consistent with Applicable Federal and State Laws. 25

4.2 Check Off

A. The Union shall certify in writing to the Company, the names of the employees who are members of the Union, as of the effective date of this Agreement and will thereafter, on or before the twenty-fifth (25th) of each month, submit a list of employees, if any, who have become members of the Union or have withdrawn their membership in the Union since the previous list was submitted. 26

B. During the term of this Agreement, the Company will deduct from the employees' weekly pay, any dues, assessments and initiation fees as may be designated by the International Treasurer of the Union as Membership Dues in the Union, on the basis of and for the term of individually signed authorized check-off cards submitted to the Company by the Union. 27

The membership dues for each employee who has provided a voluntary check-off authorization card shall be deducted and calculated as prescribed by the Constitution of United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO. 28

The Company agrees to check-off from employees' pension the amount requested by said employee by their filing of a voluntary check off card for membership in the Steelworkers Organization of Active Retiree (SOAR). The Company further agrees to submit said moneys to the International Secretary-Treasurer in accordance with the terms of the check-off card. 29

For dues calculation purposes, the average hourly earnings of each employee shall be computed by dividing his/her "earnings" by his/her "hours" in such pay period. For this purpose, "earnings" shall mean gross earnings, but shall not include Sick and Accident Benefits or Workers' Compensation Benefits. For this purpose, "hours" shall mean actual hours worked plus eight (8) hours for each day of vacation pay which may be included in such pay period. In cases of earnings insufficient in any such calculation period to cover deduction of dues, the dues shall be calculated on the basis of and deducted from earnings in the next pay period in which there are sufficient earnings, subject to present provisions and practices as to accumulation of dues. 30

This shall not be deemed to alter the meaning of “average hourly earning” as that term may be used for purposes other than dues calculation. 31

All moneys collected as above described shall be promptly remitted within fifteen days of the close of the calculation period to the International Treasurer of the United Steelworkers, 5 Gateway Center, Pittsburgh, Pennsylvania, 15222. 32

The Company will notify the Union President, in writing, of the names of any employee(s) that dues are not withdrawn and the reasons thereof. This report will be provided not less than once a month. 33

The Company will deduct PAC moneys from employees who sign a volunteer PAC Check-Off Authorization (PAC Form #104) card. It is the employees’ responsibility to notify payroll of the desire to have PAC monies deducted from their payroll checks. 34

4.3 Indemnity

The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company in reliance upon lists furnished to the Company by the Union or for the purpose of complying with any of the provisions of the Article. 35

4.4 New Hire Orientation and Gate Access

A. The Company will allow all new hire bargaining unit employees to be given a four (4) hour orientation at the Union’s facility from seven (7) A.M. to eleven (11) A.M. on one morning of orientation week. 36

- B. The Company will provide the Union with access to the main Plant gates at North and South Deffenbaugh, for the purpose of soliciting charitable contributions from its membership at shift change times. 37

Arrangements shall be made in advance with the Company for the dates and times of such solicitations. 38

ARTICLE V - HOURS OF WORK AND RATES OF PAY

5.1 Work Provisions

- A. The following provisions shall not be construed as a guarantee of a minimum number of hours of work, nor as a limitation of the hours of work: 39

1. The workweek consisting of seven (7) consecutive days shall begin at 11:00 P.M. Sunday and run through 11:00 P.M. the following Sunday. 40

2. The normal workweek shall consist of forty (40) hours of work within a workweek. The work schedule will be Monday through Friday. 41

3. Normal workdays shall consist of eight (8) consecutive hours of work followed by sixteen (16) consecutive hours off work. Shifts begin and end at the following times: 7a.m.-3p.m., 3p.m.- 11p.m. and 11p.m.-7a.m. However, where energy savings (i.e. Melt Shop) and/or customer service requirements are of issue, the shift starting and/or ending time(s) may be adjusted to recognize these demands. Furthermore, the adjusted shift starting and/or ending time(s) shall not be more than two (2) hours prior or two (2) hours after the above listed shift times, except by mutual agreement between the Company and the Union. 42

- B. The Company is obligated to comply with the wage and hour laws, regulations, rulings, and official interpretation thereof. The provisions of this Article shall be modified to the extent necessary to conform to any change in such laws, regulations, rulings, and interpretation. **Effective August 1, 2023, future hourly production and maintenance employees must be enrolled in direct deposit for payroll payment processing.** 43
- C. An employee will not be forced to take time off to avoid the payment of overtime. 44

5.2 Overtime Pay

One and one-half (1-1/2) the employee's straight time hourly rate shall be paid for all overtime in excess of eight (8) hours in any one day or forty (40) hours in any one week. Both daily and weekly overtime shall not be paid for the same overtime hours. 45

An employee placed on layoff for any part of his/her workweek who is then recalled (under the twenty-one (21) day rule) to work later in his/her workweek, will have the days of layoff, as long as the days of his/her layoff are days he/she would have normally been scheduled, counted as days worked for the calculation of his/her sixth and seventh day premium pay. This provision does not apply where the change in workdays and subsequent layoff was made at the request or for the convenience of an employee, occasional breakdown or shutdown of equipment for repairs, non-delivery of purchased supplies, strike, work stoppage in connection with labor disputes, failure of public utilities or other casualties beyond the control of the company. Any hours taken as work available will count towards the calculation of 6th and 7th day premium pay. 46

5.3 Premium Pay for Sixth and Seventh Day

One and one-half (1-1/2) the employee's straight time hourly rate will be paid for all hours worked on the sixth day worked in a workweek. Two (2) times the employee's straight time hourly rate will be paid for all hours worked on the seventh consecutive day worked in a workweek. 47

5.4 Sunday Premium

One and one-half (1-1/2) the employee's straight time hourly rate will be paid for all hours worked on Sunday. 48

5.5 Report Pay/Call-In Pay

Any employee called to work or permitted to come to work without having been properly notified that there will be no work, shall receive a minimum of four (4) hours pay at the regular hourly rate including applicable shift differentials. However, in the event that an employee works more than one (1) hour before being sent home because of lack of work, he/she will receive eight (8) hours straight time pay plus applicable shift premium, except in cases of labor disputes, bomb threats, failure of public utilities or acts of God which interfered with work being performed. 49

An employee who reports to work at the start of his/her scheduled shift, and who is not allowed to work because of disciplinary action, will unless he/she received at least eight (8) hours notice that disciplinary action was contemplated, be paid for the time actually on the premises from the start of his/her regular shift until the time he/she is clocked out. 50

5.6 Non-Pyramiding

A. Overtime and/or premium pay shall not be pyramided. 51
When the same hours may be compensated by two or

more types of such pay, such hours shall be paid for using only one type of pay, the type requiring the higher pay.

- B. To the extent that hours are paid for at an overtime or premium rate under one provision of the Agreement, they should not be counted as hours worked in determining overtime pay under any other provision except that hours worked on the second shift on Sunday will be counted as hours worked for the purpose of determining overtime pay for hours worked between 11:00 P.M. Sunday and 7 A.M. Monday. 52

Should, however, an employee work eight (8) or more hours on a Sunday, at the double-time rate and should he/she, without a break, continue to work beyond 11:00 P.M. such hours worked past 11:00 P.M. will be compensated at the double time rate. 53

- C. The types of pay which are included within the scope of the provisions of Paragraphs A and B of this Section are: 54
1. Overtime pay for the hours worked over eight (8) in a normal workday; 55
 2. Overtime pay for the hours worked over forty (40) in any one workweek; 56
 3. Premium pay for work performed on Sunday. 57
 4. Premium pay for work performed on an observed holiday; 58
 5. Premium pay for the sixth day worked in a work week; 59
 6. Premium pay for the seventh day worked in workweek. 60

- D. Notwithstanding Paragraph B, hours worked on holidays, not exceeding eight (8), for which premium pay is paid shall be included in accumulating the forty (40) hour weekly total required before weekly overtime is paid and shall be counted as a day of work in determining the sixth and seventh day of the workweek. 61

A sixth day worked for which premium pay is received shall be counted as a day of work in determining the seventh day of the week. 62

- E. Shift differentials which are payable in accordance with Section 9 of this Article shall not be considered as a premium type of pay within the meaning of this Section 6. 63

5.7 Distribution of Overtime

- A. **Nature of the Business:** The Union recognizes that the nature of the Company's production process requires efficient operation of the plant facilities. This type of operation necessitates daily and weekly overtime and call-outs to maintain, start-up and support production. 64

- B. **Reasonable Amount Described:** Nothing in this section will limit the Company's right to require a reasonable amount of overtime. However, the parties agree that a reasonable amount of overtime will be defined as no more than sixty (60) hours of forced overtime worked per employee per calendar month. However, an employee cannot be forced to work more than two (2) 6th and/or 7th days per calendar month. Furthermore, should an employee be forced to work a sixth day but not offered or forced a seventh day, he/she will be credited with sixteen (16) hours toward the accumulation of the sixty (60) hour limit. Overtime hours for which employees volunteer will not count toward the sixty (60) hour total. **Should an employee be forced** 65

to work a 6th day, he/she will automatically become eligible to be forced the 7th day so long as the company exhausts all volunteers. This language does not permit an employee that is forced a Sunday and not a Saturday to be backfilled and forced on Saturday. An employee signing up for Max 8 will only be eligible to work 8 hours in that 24-hour period, whether those hours are volunteer or scheduled. Further, for an employee to be required to work the weekend he/she must be informed by Thursday, 12:01 A.M. of the week the overtime is to be worked. Weekends crossing two calendar months will only count toward the month in which the weekend begins.

- C. **Volunteer scheduling:** Volunteer scheduling can occur anytime after Thursday, 12:01 A.M. of the week the overtime is to be worked, even if the voluntary overtime list has been depleted. 66
- D. **Extended Shifts or Holidays:** In the case of extended shifts or scheduled holiday, the notice shall be posted by the Friday prior to the week in which the extended shifts or scheduled holidays are to be worked. Should an employee not be at work prior to the scheduled extended shifts/holiday, they will be exempt from working the extended shift/holiday on the day they return. For example, if a notice is posted Friday and the employee does not work Friday, Saturday, or Sunday, then he/she will be exempt from working the extended shifts/holiday schedule on Monday but required to work the remaining extended shifts/holiday schedule. 67
- E. **Commitment:** Employees will indicate their desire to work and commit to work by signing the weekend overtime sign-up sheet posted at the designated area by 4:00 PM on Tuesday prior to the weekend in which overtime is needed. For the weekend immediately follow- 68

ing Thanksgiving, employees will indicate their desire to work by signing the weekend overtime signup sheet by 4:00PM on Monday prior to the Thanksgiving weekend. An employee who is absent from work may contact their Supervisor by 4:00 PM Tuesday (by 4:00 PM Monday for Thanksgiving week) and authorize the Supervisor to sign the employee's name to the overtime list. It is understood that when an employee signs the weekend overtime signup sheet indicating his/her desire to work, he/she has committed to work and his/her failure to do so shall constitute a **point** under the Employee Attendance Policy.

- F. **Holiday Availability:** Employees will sign the holiday 69
signup sheet posted at the designated area indicating their availability to work the holiday(s) by 4:00 PM on the Tuesday prior to the week of the holiday(s). Furthermore, employees will be asked for their availability to work the weekend following the Christmas Holiday, on the Tuesday prior to the Christmas Holiday week. In addition, employees will also be asked for their availability to work New Year's Day, on the Tuesday prior to the Christmas Holiday week.

To this end the Company will post for volunteers plant- 70
wide once the voluntary method in the Work Group is completed (with the exception of Work Group 8). Volunteers from outside the Work Group will be accepted based on the procedures set forth in Section H below and will not be charged the hours worked.

- G. **If the Work Group or Job Family fails to obtain a suffi-** 71
cient number of employees: Should the Work Group/Job Family volunteer overtime process fail to obtain a sufficient number of employees then, upon completion of the voluntary overtime process within the Work Group/Job Family, the Supervisor shall obtain a copy

of the plant-wide volunteer list from the Guard Shack. This list shall be completed by 7:00 a.m. on Wednesday of each week.

- H. **Plant Wide Procedure:** The following procedure shall 72
replace the Work Group overtime procedure for week-
end opportunities only. The following volunteer system
shall be used as follows:
The Supervisor shall contact those qualified employ- 73
ees first, who have indicated a desire to work in the
Supervisor's Work Group/Job Family. Once an em-
ployee has indicated his/her desire to work in another
Work Group/Job Family, the employee is committed to
working and upon notice from the Supervisor becomes
scheduled in the Work Group/Job Family, based upon
the employee's indicated preference when signing the
plant wide volunteer list.
- I. **Plant Wide Procedure where not qualified for the** 74
Work Group/Job Family: Where an employee has
signed the plant wide overtime list prior to Wednes-
day, 7:00 a.m. and such employee is not qualified in
the Work Group/Job Family where overtime is need-
ed, the Supervisor will determine if he/she can utilize
the employee as "helping hands". If so, the Supervisor
will contact such employee (in accordance with Plant
Seniority) and schedule him/her for work in the Work
Group/Job Family.
- J. **Management determination of the need for overtime:** 75
The determination of whether overtime is necessary
and the number of employees required is at the discre-
tion of management.
- K. **Scheduled overtime/reasonable amount:** Should the 76
Work Group/Job Family and plant wide overtime pro-
cess fail, then the Company may force schedule those

employees who have not exceeded sixty (60) hours of forced overtime for the calendar month, as specified in B above. For an employee to be required to work the weekend, he/she must be informed by Thursday, 12:01 A.M. prior to the week the overtime is to be worked. It is understood, that if the Company fails to inform an employee by Thursday, 12:01 A.M. of the week the overtime is to be worked, the employee will not be required or expected to work.

- L. **Determination of a tie in hours:** In determining a tie 77
in hours when an employee is to be forced to work the
needed overtime, the company agrees that the least
hour, the least senior employee, who has not yet worked
the maximum number of forced hours for the calendar
month, shall be forced to work the required overtime.

- M. **Recording twice when forced to work:** When an em- 78
ployee has been forced to work any overtime, the forced
hours shall be recorded as twice (2x) the amount he/
she worked. The recording of “2x” is for equalization
purposes only and will not count toward the accrual of
sixty (60) hours in B above.

- N. **Charging hours when working overtime in Work 79
Groups/Job Families:** Overtime opportunities rejected
or worked within an employee’s Work Group/Job Fam-
ily shall be charged to the employee’s overtime record.
However, overtime opportunities that do not exceed
two (2) hours will not be charged as overtime oppor-
tunities, whether worked or refused. Overtime will be
offered and/or scheduled on the basis of overtime hours
worked, least hours first.

- O. **Work Group Overtime Agreements:** The parties agree 80
that each Work Group may, by binding memorandum
of understanding in accordance with Article 1, Section

3, develop a suitable overtime procedure for their Work Group recognizing the procedure to be utilized by the Work Group. Such agreements require the signature of the local Union President and the Labor Relations Manager, prior to implementation.

- P. **Equal distribution:** Overtime will be divided as equally as practical among those qualified employees on the shift within the Job Family or Work Group and will first be offered to the qualified employee with the least overtime hours on the shift within the Job Family or Work Group. 81
- Q. **Obligated to use procedure prior to implementing other schedule:** The Company is obligated to use a voluntary system (i.e. double shifts, extended hours, inside and outside the Work Group) prior to scheduling any weekend or holiday overtime or implementing any work schedule other than those agreed to by the parties in Section 5.1. 82
- R. **Signing for multiple Work Groups:** Employees may sign the list for voluntary overtime for multiple Work Groups and multiple shifts each week. 83
- S. **Equalization requirements/required to work in employee's Work Group prior to accepting overtime outside of the Work Group:** The Company will endeavor to keep overtime charges equal. Absolute equality is not possible. In recognition of this impossibility it is agreed that a sixteen (16) hour differential must exist between employees on the shift within the Work Group or Job Family before the Company is liable for failing to equalize. However, where it is recognized that an employee is offered overtime and the employee is not the least hour employee to be offered, when it is brought to the attention of Management, Management agrees to correct the 84

situation prior to the overtime being worked, provided there is time to correct the situation. Failure to do so shall result in the Company being liable to the proper employee who was denied the opportunity for whatever hours the incorrect employee worked. The exception to this provision is where a specific business need dictates otherwise and the employee denied has been offered the explanation of the specific business need. In the event overtime is inadvertently not equalized as set forth herein, the appropriate employee(s) will be compensated for the opportunity denied at the appropriate rate of pay. Overtime must be worked in the employee's assigned Work Group/Job Family before he/she is eligible for overtime in any other Work Group/Job Family.

- T. **Posting of overtime hours:** Overtime hours for opportunities accepted or rejected shall be posted on the Company bulletin board within the respective Work Group as they change or at the time clock area if there is no Company bulletin board available. Furthermore, the Work Group Committeeperson and Manager of Labor Relations or representatives acting on their behalf, shall receive a copy of said Work Group overtime hours on a weekly basis. 85
- U. **Failure to post or disputed opportunity:** If the Company fails to post the Work Group overtime hours and/or provide the proper personnel with overtime hours as mentioned above, and there is a dispute concerning overtime opportunities, the Company shall then disregard the sixteen (16) hour spread and make employee(s) whole for failure to equalize. 86
- V. **New employee averaged in new Work Group/Job Family:** Employees entering a Work Group/Job Family will be charged with the average overtime hours for that Work Group/Job Family. 87

- W. **Employee required to stay on job until properly relieved:** 88
 The Union joins the Company in endorsing and restating the rule that no worker will leave the job without proper relief, where safety, damage to equipment or product, or efficiency of the operations is jeopardized.
- X. **Parties working together to ensure voluntary system works:** 89
 The Union agrees to work with Management in utilizing the voluntary system.
- Y. **Circumvention of Work Group process:** 90
 The Company has no intentions of circumventing Work Group and/or Job Family Overtime Agreements. Therefore, the Company agrees that it shall not schedule employees in their respective Work Groups and /or Job Families with the intention of assigning them to another Work Group and/or Job Family. However, nothing within this Agreement shall prohibit the Company from utilizing qualified, on shift, employees within another Work Group and/or Job Family if the need arises.
- Z. Employees refusing to report after accepting overtime 91
 outside of their Work Group shall constitute a **point** under the Company's Attendance Policy.

5.8 Lunch Period, Breaks and Clean-up Period

- A. Employees shall be granted twenty (20) minutes for lunch and two (2) 10-minute breaks per eight (8) hour shift, and a 10-minute break following every two (2) hours worked beyond eight (8) hours, without deduction from pay, but work and the operation of machinery shall continue without interruption whenever practical; where the work and the operation of machinery must cease such paid lunch periods shall be taken near the middle of the shift at such times and places as manage-

ment shall designate so as to minimize interruption of production.

- B. Any changes in a lunch period shall be discussed with the appropriate Area Committeeperson as far in advance as practical. 93
- C. Employees are to be provided a minimum clean-up period immediately preceding the end of their shift of not less than ten (10) minutes. Additionally, Work Group 8, shall receive an additional five (5) minutes for the cleaning of their work tools. However, there may be some cases, due to continuing operations (i.e. Drever, and Annealing furnaces) or emergency situations, where an employee is required to forego the ten (10) minute clean-up period. 94

5.9 Shift Premium

- A. Shift differentials will be paid for all scheduled shift work as follows: 95
 - 1. Work which is performed on first shifts starting between 7:00 A.M. and 9:00 A.M. will be paid for at the employee's regular day rate and no shift differential will apply. 96
 - 2. Work which is performed on second shifts starting between 3:00 P.M. and 5:00 P.M. will be paid for at the employee's regular day rate plus a **shift differential of seventy (\$0.70) cents per hour.** 97
 - 3. Work which is performed on third shifts starting between 11:00 P.M. and 1:00 A.M. will be paid for at the employee's regular day rate plus a **shift differential of seventy-five (\$0.75) cents per hour.** 98

4. An employee who is scheduled to work on a shift which begins at some hour not included in the starting hours of the first, second, or third shifts as defined in this Section 9, A, 1, 2 and 3 shall receive a shift differential applicable to the shift in which the majority of scheduled hours fall. **99**

5. An employee who works overtime hours following his/her regular shift or starts work prior to his/her scheduled shift shall receive his/her regular shift differential or the shift differential he/she is working whichever is greater. **100**

5.10 Jury Duty Pay

- A. An employee who is kept away from his/her scheduled work because of jury duty, or is subpoenaed as a witness, will be paid the difference of their regular rate of pay and what compensation they received as a witness, or for serving on jury duty. To be eligible for such payment, employees must present, in advance whenever possible, documented evidence that his/her absence was due to the fact that they were serving on jury duty or subpoenaed as a witness. When advance notice is impossible due to the employee being called for jury duty or subpoenaed as a witness after his/her last shift before so called or subpoenaed, the employee will provide such documented evidence immediately upon his/her return to work. Furthermore, the employee must present evidence of any compensation received, and of time spent as a subpoenaed witness or on jury duty. It is further agreed that the employee will report to work on his/her regular schedule as promptly as possible after he/she is released from jury duty or from being a subpoenaed witness. **101**

Employees working first and second shifts will be ex- **102**

cused the same day as jury duty or the day they are subpoenaed as a witness and employees working third shift will be given the choice of being off work either the shift immediately prior to or after the days of jury duty or the days they are subpoenaed as a witness.

- B. Days in which an employee is absent from work for jury duty service or because he/she is a witness shall be considered as a day of work. **103**

5.11 Company Service Credit

Company Service Credit shall be based upon the Company Service Credit Rules attached hereto and made a part thereof as Appendix "D". **104**

5.12 Vacation

The Vacation Plan for employees shall be according to the Vacation Plan attached hereto and made a part hereof as Appendix "E". **105**

5.13 Non-Occupational Disability Pay

Employees who are unable to report for work for more than three (3) days due to non-occupational disability shall be eligible for non-occupational disability payments as covered in the Non-Occupational Disability Pay Plan attached hereto and made a part hereof as Appendix "F". **106**

5.14 Occupational Disability Pay

Employees who are unable to report for work due to occupational disability shall be eligible for occupational disability payments as covered in the Occupational Disability Pay Plan attached hereto and made a part hereof **107**

as Appendix "G".

5.15 Lay-Off Allowance

Lay-Off Allowance for employees laid off on account of reduction-in-force shall be in accordance with the Lay-Off Allowance Plan attached hereto and made a part hereof as Appendix "H". Except that no employee being returned to his/her Work Group within 21 days will receive layoff allowance. **108**

ARTICLE VI - HOLIDAYS

6.1 Holidays

- A. A floating holiday will be selected by the VP of Operations at the beginning of each year. In addition, the following holidays will be observed:** New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Friday after Thanksgiving. In addition, the following days shall be observed as holidays during the Christmas season: **109**

<u>Year</u>	<u>Dates</u>
2023	December 25, 26, 27, 28, 29 & New Year's Day 2024
2024	December 23, 24, 25, 26, 27 & New Year's Day 2025
2025	December 22, 23, 24, 25, 26 & New Year's Day 2026
2026	December 21, 22, 23, 24, 25 & New Year's Day 2027

**2027 December 20, 21, 22, 23, 24 &
December 31, 2027 for New Year's
Day 2028**

- B. Whenever a holiday listed above falls on a Saturday, it will be observed on the preceding Friday. Whenever a holiday listed above falls on a Sunday, it will be observed on the following Monday. **110**

- C. Any such Holiday shall be considered the twenty-four hour period starting at 11:00 P.M. on the day before the holiday to 11:00 P.M. on the holiday, except in those departments or areas where the third shift starts before or after 11:00 P.M., in such cases the holiday for affected employees shall be the twenty-four (24) hour period beginning at the start of the third shift nearest to 11:00 P.M. on the day before the calendar holiday. All hours worked on a holiday shall count toward the maximum hour requirement specified in Article 5 for overtime purposes. **111**

- D. Where the normal schedule is not maintained, the overtime procedure as set forth in Article 5.7 will be utilized. **112**

6.2 Holiday Pay

- A. An employee who does not work on an observed holiday shall receive a holiday allowance of eight (8) hours of pay at his/her straight time rate. To be eligible for such an allowance, the employee must be an active employee who worked his/her last scheduled day prior to the holiday and his/her next regularly scheduled day following the holiday, with these exceptions: **113**
 - (1) An active employee who is absent on one but not both of these two days, and has presented **114**

documented evidence that their absence was due to jury duty or because he/she is subpoenaed as a witness, or illness which is under a physician's or dentist's care, or because of death in the immediate family (husband, wife, children, parents, brothers, sisters, step-brothers, step-sisters, parents-in-law, grandparents, grandparents-in-law, step-grandparents, grandchildren, step-parents, step-children, half-brothers, half-sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law and other relatives if this relative is living in the same household as a member of the regular family unit) shall be eligible for the holiday allowance.

- (2) An active employee who is absent on one but not both of these two (2) days for the purpose of bonafide Union business. **115**

Request for such absences will be submitted in writing to the Labor Relations Representative or his/her designee as far in advance as possible. Prior approval by the said representative or his/her designee for an absence under two (2) of these provisions is necessary. **116**

- B. An employee who is instructed to work on the holiday but who fails to work, shall receive no holiday allowance for that day, unless documented evidence indicates the absence for that day was due to jury duty or because he/she is subpoenaed as a witness, illness which is under a physician's or dentist's care, or because of death in the immediate family (mother, father, mother or father-in-law, children, brother, sister, husband, wife, grandchildren, grandparents or grandparents-in-law). **117**

- C. An employee who works eight (8) hours or less than **118**

eight (8) hours on an observed holiday shall receive one and one-half (1 1/2) times his/her straight time rate for such hours worked plus a holiday allowance of eight (8) hours pay at his/her straight time rate as provided in Paragraph A of this section.

- D. An employee who works more than eight (8) hours on an observed holiday shall receive two and one-half (2 1/2) times his/her straight time rate as premium pay for all hours worked over eight (8) hours, plus applicable shift premium, in lieu of the holiday allowance provided in Paragraph A of this section. **119**
- E. An employee who has been instructed or scheduled not to work on an observed holiday and who then is called in for work shall receive in addition to the eight (8) hours holiday allowance provided in Paragraph A of this section, pay as follows: **120**
1. If he/she works four (4) hours or less he/she shall receive one and one-half times the straight time rate of the job for all hours worked plus the straight time rate of the job for the difference between the hours worked and four (4) hours. The above straight time rates will include the applicable shift differential. **121**
 2. If he/she works more than four (4) hours and less than eight (8) hours he/she shall receive one and one-half times the straight time rate of the job for all hours worked plus the applicable shift differential. **122**

6.3 Holiday During Vacation

Notwithstanding 6.2 above, an employee who is on vacation on any of the observed holidays shall receive **123**

an extra day's pay in lieu of an extra day of vacation.

6.4 Receipt of Holiday Pay

A day for which a Holiday Pay allowance is received will be counted as a day worked for the purpose of determining whether an employee is eligible for the sixth and seventh day premium. **124**

6.5 Qualification Provisions

In the administration of this Article, the following qualifying provisions will apply. **125**

- A. An employee shall not be denied Holiday Pay because of tardiness, or leaves early on either his/her last scheduled day before the holiday or his/her next regularly scheduled day after the holiday, but not on both such days, providing the employee reports for work and works at least four (4) hours. **126**
- B. An employee whose illness release date falls on a holiday will be eligible for Holiday Pay providing the employee works his/her next regularly scheduled day after the holiday. **127**
- C. An employee who works his/her last scheduled shift before the holiday but is ill under a physician's or dentist's care on subsequent days after the holiday will be eligible for Holiday Pay providing he/she returns to work on his/her release date. **128**
- D. An employee who works the last scheduled day in the workweek immediately preceding the workweek in which the holiday falls or who works a day previous to the holiday in the same workweek as the Holiday Pay will be eligible for holiday pay providing he/she works **129**

his/her next regularly scheduled day after the holiday and his/her absence is due to illness under a physician's care.

- E. An employee who works his/her last scheduled day prior to the holiday shall be eligible for Holiday Pay providing he/she works a day after the holiday in the same workweek as the holiday or his/her next regularly scheduled day in the workweek immediately following the workweek in which the holiday occurred and providing his/her absence is due to illness under a physician's care. **130**

- F. The reasons for which an employee may be absent on one, but not both, of his/her last scheduled day prior to the holiday and his/her next regularly scheduled day after the holiday shall also include "because of injury or illness of the spouse, children, step-children, parents, step-parents, and other relative if this relative is living in the same household as a member of the regular family unit which requires absence substantiated in writing by a physician in charge." **131**

- G. The excusable reasons, in addition to those shown in Paragraph 2 B for which an employee who is instructed to work the holiday but fails to do so shall also include, "because of injury or illness of the spouse, children, and parents which requires absence substantiated in writing by the physician in charge." **132**

- H. In addition to the above provisions, in those cases where an employee is scheduled for layoff in a work week in which the holiday(s) fall, and because of the effective date of the layoff, the employee is unable to work the next regularly scheduled day after the holiday(s), the affected employee will be entitled to the holiday(s) pay allowance providing he/she works the last scheduled **133**

day before the holiday(s), subject to the qualifications provisions above.

- I. In no case will the Company's Non-Occupational Illness Pay be pyramided on Holiday Pay. In other words, an employee who received Holiday Pay shall not receive Non-Occupational Illness Pay for that same day. This does not affect the employee's eligibility for the Company Non-Occupational Illness Pay for days other than the holiday. 134
- J. In the event the Company disciplines an employee to the extent he/she is given time off that occurs in conjunction with a holiday as provided in Paragraph A, such employee shall not be denied his/her holiday pay. 135
- In those cases where a disciplined employee receives a day(s) holiday pay, such day(s) will not count as a part of the disciplinary action. 136
- K. An employee who is absent for reasons other than those heretofore provided on either the last scheduled work day prior to or the next scheduled work day after a multiple and consecutive holiday period shall be ineligible for one (1) day of the holiday pay in the holiday period. However, if an employee is absent the day before and the day after a consecutive holiday period, other than provided for in the Article, in previous paragraphs, he/she shall be ineligible for two (2) days holiday pay. 137
- L. Employees who take a vacation day before or after a holiday that falls on a Friday or Monday shall not be required to work the weekend or the holiday consecutive to the holiday. For example, if an employee takes a vacation day on the Friday before a Monday holiday, Tuesday after a Monday holiday, Thursday before a Friday holiday, or Monday after a Friday holiday, the** 138

employee can not be required to work the weekend or holiday.

ARTICLE VII - WAGES

7.1 Wage Schedule

The Job Qualifying Criteria and Wage Rate Schedule set forth in this Agreement shall be in effect for the duration of the Agreement, subject only to the provisions of Section 3 of this Article. **139**

7.2 Comprehensive Position Descriptions (CPD's)

The parties agree that the CPD's will be used as the source for ADA related issues. **140**

The parties agree all Comprehensive Position Descriptions (CPD's) include the following: Driving and use of material handling equipment; inspection, packaging and preparation of materials for shipping; the performance of routine maintenance on equipment; painting; and the use of operating personnel to help maintenance personnel during maintenance repair. The determination of ability and physical requirements shall be made by the Company prior to the end of the qualification period. **141**

7.3 New or Substantially Changed Jobs

If the Company creates a new job, the posting procedure outlined in Article 8.8 shall be utilized. Furthermore, if the Company substantially changes the job duties of an existing classification during the term of this Agreement, the procedure outlined below will be followed: **142**

7.4 The Company will notify the Area Grievance Committee person and Union President in writing, of their intentions to create a new job or that a job has substantially changed. Upon receipt of notice of such new or substantially changed job, the Union and the Company will meet within fifteen (15) working days following receipt of such notice in an attempt to seek an agreement concerning such job(s) and the job duties thereof. 143

Following this meeting, the Company will post for the new job or implement the substantially changed job and the applicable comprehensive position description subject to the Union's right to grieve as hereafter set forth. 144

The Union may process a grievance directly into the Third Step of the grievance procedure concerning an alleged violation of this Article VII, Section 3, concerning such new or substantially changed job. Such a grievance may be processed through Arbitration as provided under Article IX of the Collective Bargaining Agreement. The Union will further have the right to process a grievance concerning the rate of any such new or substantially changed job that may be in dispute. Such a grievance shall be processed directly into the Third Step of the Grievance procedure and may be appealed to Arbitration as provided under Article IX of this Agreement. In any event, such a grievance must be filed within thirty (30) calendar days following the date of the last meeting out of which the dispute arose. 145

If a rate grievance is processed to arbitration, the decision of the Arbitrator shall be consistent with the rate structure of the plant. The parties may bring to the attention of the Arbitrator any evidence which is pertinent to the equity or inequity of the rate in question in comparison to the other established wage rates of Appendix C. 146

No grievance alleging a job rate inequity will be submitted or processed except as permitted by this Section. 147

Notwithstanding the above, a new or substantially changed job involving the combination of existing jobs and their job duties requires the mutual agreement of both parties. 148

In the case of equipment or jobs on which any changes or upgrades are made, an employee(s) who was previously qualified on such equipment or job(s) will be required to learn the new change or upgrade. 149

ARTICLE VIII - SENIORITY

8.1 Definition

A. Seniority referred to in this article means seniority originating in the bargaining unit at the Kokomo Plant of Haynes International, Inc. 150

B. The term "Plant Seniority" as used in this Agreement shall be deemed to mean the length of continuous service of an employee measured from his/her date of hire or rehire. 151

8.2 Probationary Employee

A. An employee hired during the term of the Agreement in the bargaining unit shall be considered probationary and shall acquire seniority status when he/she has accumulated 120 calendar days. Periods of absence not exceeding two (2) weeks due to lay-off or disability shall be included as if worked in determining the accumulation of time. 152

B. On the date he/she acquires seniority status, he/she 153

shall acquire Plant Seniority as of his/her date of hire.

- C. A probationary employee shall be subject to layoff, suspension, discharge, recall or transfer at the sole discretion of the Management until he/she has acquired seniority status. 154
- D. Probationary employees must be qualified on the job within the work group/job family in order to be offered an overtime opportunity. 155

8.3 Employees Promoted Out of the Bargaining Unit

Employees promoted out of the bargaining unit shall not retain or accumulate seniority. 156

8.4 Temporary Supervisor

This classification is to be used for the assignment of temporary replacements of supervisors who are absent for one of the following reasons only: 157

- 1. Vacation of the supervisor (5-day minimum) 158
- 2. Illness of the supervisor (5-day minimum)
- 3. Temporary shift of a job family, not to exceed thirty (30 days).

Any exception to the above shall require mutual agreement of the parties in accordance with Article 1, Section 3 of the basic agreement. Temporary Supervisor is on a voluntary basis, such assignment will not jeopardize an employee's rights to return to his/her permanent job and shift. 159

A Temporary Supervisor will assume all the work and administration procedures normally required of a salaried supervisor except such management functions as 160

the interpretation of the Union Contract, hiring, firing, and discipline.

The work performance of a Temporary Supervisor will not exceed those limits for non-bargaining unit employees outlined in Article XIV of the Basic Agreement between the Union and the Company. 161

An employee may take a Temporary Supervisor assignment without jeopardizing rights to temporary or permanent bargaining unit jobs that are available at the same time as the Temporary Supervisor opening. 162

An employee taking a Temporary Supervisor assignment does not leave the bargaining unit and continues to pay his/her proper union dues. 163

An employee working as a Temporary Supervisor will be charged for overtime opportunities as he/she is considered in his/her classification for daily, sixth or seventh day overtime. He/she will not be considered for overtime in his/her permanent classification until the procedure for that classification has been exhausted. Overtime worked as a Temporary Supervisor will be charged towards the employee's overtime record. 164

Supervision is to notify the Area Grievance Committeeperson of the use of a Temporary Supervisor. 165

8.5 Transfer of a Job/Job Elimination

In the event a job is eliminated and subsequently reinstated, or A substantial portion thereof is transferred from one Work Group to another, the employees holding the qualifications for that particular job (in the Work Group where applicable) shall be given the opportunity to transfer with the job by seniority, most senior first. 166

8.6 Termination of Seniority Status

Seniority shall cease on the date of discharge, resignation, retirement or for failure to return from medical leave of absence within two (2) years from the date the absence began. 167

Furthermore, a laid-off employee will lose his/her seniority: 168

- A. After a lay-off which continues for more than four (4) years, or 169
- B. In case he/she declines to return to work, or 170
- C. When notified of recall he/she fails to accept or if he/she accepts recall and fails to report for work within five (5) days after the date of notification of recall. 171

Additional time will be granted to report for work upon Presentation of a satisfactory reason for such extension, but the Company will not be required to grant more than five (5) additional days. 172

The Company will continue the practice of notifying laid-off employees of recall by telephone to expedite a return to work for affected employees. 173

Should this practice fail to result in notification, a certified letter shall be sent to the employee's last reported address according to Company records. Should this notification by mail be necessary, the Company shall continue telephoning employees lower on the recall list and filling the available jobs but retaining sufficient job vacancies for those notified by mail. 174

A laid-off employee who has been mailed a letter of no- 175

tification of recall must contact the Company (by collect call if necessary) within five (5) days from the date of certification of the letter or be considered as voluntarily forfeiting his/her recall rights.

Should the letter be undeliverable within five (5) days, it shall be returned to the Company and the employee shall be considered as voluntarily forfeiting his/her recall rights. **176**

8.7 Application of Seniority

The parties recognize that job opportunity and security should increase in proportion to length of service and ability to perform the work. It is agreed, therefore, that in all cases of Job Posting, bumping, reduction in force, recall and lay-off, the following factors will be considered. **177**

1. Seniority **178**
2. Ability to perform the required work **179**
3. Physical requirements for the job **180**

Where factors (2) and (3) are relatively equal, seniority shall be the determining factor. In the event of a dispute over the relative equality of factors (2) and (3), a trial period in the job will be provided at the request of the International Representative. Said trial period shall be of a reasonable duration, the length of which will be dependent upon the nature of the job. However, it shall be unnecessary to continue such trial period when it is obvious to the Company that the employee in question cannot qualify within the prescribed period. The determination of ability and physical abilities shall be made by the Company at the end of the trial period. Said determination may be the subject of a grievance. **181**

With regard to daily job assignments, an employee 182
upon request, will be provided with a legitimate business reason whenever a less senior employee is assigned a job desired by a more senior employee. The employee may question the assignment under the current Agreement at Article 1.2.

Notwithstanding the above, the Company will utilize 183
the Comprehensive Position Description (CPD's) to incorporate qualifications in the demonstration of job functions. Furthermore, the Company may require an employee to test and/or demonstrate their physical capabilities within thirty (30) days after transferring, if said capabilities are in question by the Company. All training and qualification shall be documented on the training matrixes.

8.8 Plant Posting/Internal Work Group Posting

A. All job postings shall be signed by the respective Work 184
Group Supervisor and Area Grievance Committee person before being posted. Furthermore, when the Company declares an opening in a Work Group/Job Family it will be filled in the following order:

1. The most senior employee who has displaced rights 185
shall be first offered his/her position within the Work Group/Job Family where his/her function(s) or prior classification exists.

2. If the employee(s) with displaced rights chooses not to 186
accept the job offered, the Company will post notice of the job within the Work Group in which the job exists. Plant postings will be at the entry level in the Work Groups.

(A) In a Work Group that has multiple Job Families, 187

the Company shall first declare the initial opening(s), followed by listing other openings and for other families within the Work Group. Employees will sign for the initial opening and for other families within the Work Group/Job Family(s), noting their preference as described in paragraph 195. Upon awarding the senior applicant the initial opening in the Work Group, the Company shall also award the senior applicants whom have signed for other Job Family(s) in order to complete the back filing of the vacancy created by the initial opening in the Work Group.

If there are no bidders on a job posting within the Work Group, the job will next be posted in the other Work Groups within the plant. The Company will award the job to the employee with highest Plant Seniority who signs the job posting from among the other Work Groups in accordance with Section 8.7. Once a Job Family and/or Work Group has been posted, internally or plant wide, it will not be reposted until the back filling of the vacancy(s) created by the initial opening(s) has been completed. The only exception is when a vacancy occurs in a Work Group with multiple families after the posting process has moved outside of the Work Group, any subsequent opening in that Work Group will require an additional internal posting. **188**

3. Employees will only hold a job bid for one (1) Work Group. Being granted a bid terminates all previous bids. When an employee signs a Job Posting, he/she is signifying his/her desire to be awarded the job. Furthermore, when multiple jobs are posted at the same time, an employee who signs more than one (1) posting must signify his/her preference by placing a "1" beside his/her name for a first preference, "2" for a second preference and so on. The Company will award a job in accordance with Section 8.7 and in order of his/her **189**

highest, possible preference. A seniority list for the Work Group/Job Family indicating the current employees in such Work Group/Job Family's seniority date and shift, will be posted along with the Job Posting.

4. Plantwide job postings shall be posted on the bulletin boards for a period of four (4) consecutive days, excluding Saturdays, Sundays, and holidays. During which time, employees may then apply in writing by signing the Job Posting Bid form and will be awarded the job on the basis of plant seniority in accordance with Section 8.7 and must accept the job. Once an employee has been awarded a job posting, he/she has no rights to any other job posting he/she may have signed during the same time period. A seniority list for the Work Group/Job Family indicating the current employees in such Work Group/Job Family's seniority date and shift, will be posted along with the Job Posting. One copy of the Job Posting Bid form will be given to the Area Grievance Committeeperson. A copy of the form will be mailed to the President of the Local Union. **190**
5. Anyone receiving a successful bid on a job posting will be released from current job, no later than three (3) weeks from date of acceptance. **191**
6. Anyone held longer than three (3) weeks shall be paid at a rate of one and one-half (1 1/2) times their pay for all straight time hours worked. **192**
7. Should training be required for the new job posting, any training needed on more than one shift, shall be offered by plant seniority. **193**
8. Three (3) week rule will not apply in the Melt Specialist classification. **194**

- B. In Work Groups with multiple families, an opening within the Work Group shall first be posted in that Work Group for the specific family in which it occurs. It is understood that signing a posting internally within a Work Group shall in no way terminate an employee's bid rights to another Work Group. Furthermore, job postings within the Work Group shall be posted for a forty-eight (48) hour period. When multiple jobs are posted at the same time within a Work Group, an employee wishing to sign more than one posting must signify his/her preference by placing a "1" beside his/her name for a first preference, "2" for a second preference and so on. The Company will award a job in accordance with Section 8.7 and in order of his/her highest, eligible preference. **195**

8.9 Shift Preference

A. Employees may select shift/schedule (crew) on the basis of plant seniority no more than three times per calendar year upon giving the supervisor two (2) weeks notification. The employee will change shifts/schedules (crews) no later than three (3) weeks from the first Monday after said notification to his/her immediate supervisor, with the exception of Work Group 8, which will refer to the Skilled Trades Agreement. Shift preferences are permitted within the job family or Work Group, whichever is applicable. **196**

B. If there is a redistribution of shift assignment with no change of the total number of employees in the Job Family/Work Group, (ie. 4-3-2 shift assignment becomes a 3-3-3) the shift opening due to a re-alignment is first offered to qualified employees on the basis of their shift preference and on the basis of their Plant Seniority status. **197**

If filling the opening does not achieve the desired alignment and results in another opening that is the preference of another employee in the job classification, this opening also will be filled on the basis of Plant Seniority status and shift preference. **198**

If the desired distribution is not attained after the employees have had an opportunity to express their shift preference as stated above, the employee with the least seniority status on the shift having too many employees will be forced from the shift. He/she may go to the opening or he/she may force an employee with less seniority on another shift to the opening. **199**

8.10 Layoff Reduction In Force

1. In the event that there is a reduction in force in a Work Group, employees will be reduced out of such Work Group on the basis of plant seniority. 200
2. An employee reduced out of a Work Group shall be allowed, on the basis of plant seniority, to bump a less senior employee in any Work Group within the plant. 201
3. However, within a twenty-one (21) day period, employees may be placed on temporary lay-off or recalled to the Work Group without regard to subsection 2 above. 202
4. Work Groups 6, 8, 9, and 13 are excluded from the bumping procedure. In Work Group 8 (Maintenance), in the event of a reduction in force, craft seniority shall prevail and the least senior employees based on craft seniority shall be first reduced from their specific craft. 203
5. It is understood that an employee reduced from Work Group 8 shall be afforded the opportunity to reduce an employee from any Work Group (except 6, 8, 9, and 13) where he/she has more plant seniority. 204

8.11 Recall

When an opening exists, employees who have been on layoff for more than twenty-one (21) days will be recalled on the basis of Plant Seniority, the most senior first. 205

8.12 Rights to Recall from Lay-off

1. Employees who have been affected due to a reduction in force or due to the permanent discontinuance of a job shall have rights to recall on the basis of Plant Seniority. 206
2. When an employee is offered an opportunity to be re- 207

called from lay-off and rejects such opportunity for reasons other than disability that is verified by a licensed physician or dentist, he/she shall lose all further rights to recall and shall be removed from the Plant Seniority List. An employee in the plant who refuses the opportunity to return to a job displaced from because of disability will not lose recall rights to that job.

8.13 Tie in Seniority

In the event two or more employees have the same Plant Seniority, the employee with the lower payroll number shall be considered as being senior. **208**

8.14 Waiver of Seniority

Employees who are covered under the Americans with Disabilities Act (A.D.A.) may be given reasonable accommodations under Article 8.7, up to and including waiver of seniority, if said accommodations do not bring undue hardship upon the Company. The Company shall notify the Union of any reasonable accommodations being made. **209**

8.15 Disqualification

Any employee disqualified by the Company will be given the specific reasons for this disqualification in writing. The Area Grievance Committeeperson will be given a copy of this disqualification notice in a prompt manner. **210**

8.16 Seniority Lists

A complete Seniority List of all bargaining unit employees showing Craft and Plant Seniority dates will be provided for each Area Grievance Committeeperson twice **211**

each year.

The Company agrees to post the Semi-annual seniority lists in the following areas: **212**

R-1	Building
R-11	Building
R-17	Building
R-18	Building
R-22	Building
R-24	Building
R-25	Building
R-30	Building
R-31	Building
R-35	Building
R-36	Building
R-42	Building
R-43	Building
R-55	Building

A list of changes, deletions and additions will be provided for each Area Grievance Committeeperson and added to the posting each month by Work Group Supervision. Any alleged mistake in the initial lists will be corrected only if a complaint is made by the affected employee within thirty (30) days following date of posting. Any such complaint may be made the subject of a grievance. **213**

ARTICLE IX - GRIEVANCE PROCEDURE AND ARBITRATION

9.1 Representation

A. For the purpose of handling grievances, the Union may appoint a Unit Chairperson, Area Grievance Committeeperson and Area Assistant Grievance Committeeperson **214**

erson as mutually agreed.

B. The Union shall furnish the Company in writing, the names of the Unit Chairperson, Area Grievance Committeeperson and Area Assistant Grievance Committeeperson. 215

C. For the purpose of communicating with members without outside interference, the Company agrees to provide an office at the plant with maintained electricity, air-conditioning and heating, in an area mutually agreed to by the Local Union President and the Manager of Labor Relations. 216

9.2 Participation of Unit Chairperson, Area Grievance Committeeperson, Area Assistant Grievance Committeeperson, Chairperson and Vice-Chairperson of the Grievance Committee. 217

A. An Area Grievance Committeeperson, or in his/her absence, an Assistant Grievance Committeeperson, the Unit Chairperson of the Grievance Committee, or in his/her absence, the Vice-Chairperson, shall be permitted to spend a reasonable amount of time without loss of pay to assist in the adjustment of grievances in the first, second and third steps of the procedure in a manner that will not impede operations by arrangement with his/her supervisor. An Area Grievance Committeeperson, or in his/her absence, an Area Assistant Grievance Committeeperson, the Chairperson of the Grievance Committee, or in his/her absence, the Vice-Chairperson, seeking proper authorization to assist in the adjustment of a grievance will provide his/her supervisor with as much advance notice as possible and will identify the particular grievance involved and the employee or employees he/she wishes to contact so his/her supervisor may make proper arrangements with 218

other supervisors involved in a prompt manner.

- B. An employee who has a grievance who desires the representation of an Area Grievance Committeeperson, or in his/her absence, an Area Assistant Grievance Committeeperson will contact his/her supervisor who will make arrangements for such representation in a prompt manner that will not impede operations and will defer any further discussion of the matter with the employee until the Committeeperson arrives. In the event of the absence of the Committeeperson, their assistant or alternate shall apply. 219

9.3 Definitions of a Grievance

- A. A “grievance” as used in this Agreement shall be defined as any complaint, dispute, inquiry or problem concerning the interpretation or application of any of the terms of this Agreement or any other work-related problem. The grievance whether oral or written should set forth the nature of the alleged violation and the employee or employees aggrieved. 220
- B. In order for a grievance to be considered, the grievance must be presented within thirty (30) calendar days following the incident out of which the grievance arose. 221

9.4 Procedure

All grievances of employees as defined above shall be handled in the following manner: 222

A. First Step

1. By the employee himself/herself and/or the Area Grievance Committeeperson, or in his/her absence, 223

the Area Assistant Grievance Committeeperson, shall be presented to the supervisor in writing.

Any settlement of a grievance in the first step shall be applicable to that grievance only, and shall not be binding authority for disposition of any other grievance. 224

2. If the problem is not resolved **in writing by** the supervisor within two (2) days of that meeting, it may be referred to the Second Step. The Committeeperson will, prior to the Second Step, reduce the grievance to writing on the prescribed form. **First step grievances shall be presented in writing to the supervisor on the Union's Grievance Form.** 225

In order for a grievance to be heard in the Second Step, the grievance must be presented to the Key Manager over the Work Group involved within five (5) days of the First Step answer. 226

B. Second Step

1. The Key Manager over the Work Group involved or in his/her absence, his/her designated representative, and the Area Grievance Committeeperson will meet within five (5) days following receipt of the written grievance to discuss and try to resolve the matter. 227
2. The Company shall reply in writing within five (5) days after the date of the Second Step Meeting, setting forth its disposition of the grievance. 228
3. If the Union desires to carry the grievance further, it shall notify The Company in writing within 229

ten (10) days after the date the decision is given in the Second Step.

4. Any Settlement of a grievance in the Second step shall be applicable to that grievance only and shall not be binding authority for disposition of any other grievance. **230**

C. Third Step

1. A Third Step Meeting will be held, when there are grievances that have been appealed to the Third Step, on the first and third Wednesdays of each month. Additional days, if required may be mutually agreed upon. The Union will furnish an agenda for the meeting not later than one week prior to the Meeting. Grievances appealed to the Third Step, to be considered in the Third Step meeting, must be placed on the agenda within ten (10) days of the date of the appeal. **231**
2. The Union President, and the representative(s) as determined by the Union, which will not exceed five (5) members, will meet with the Labor Relations Manager or designated representative, and the Key Manager over the department and/or his/her designated representative, at the scheduled meetings to discuss the grievances appealed to the Third Step. **232**
3. A written answer to the grievance will be mailed to the Union President and the International Union Representative by the Labor Relations Manager or his/her representative within fifteen (15) days following the meeting. If the Company fails to provide a response within the specified time limit following the third step meeting, the grievance **233**

shall be considered granted and resolved as requested. In addition to mailing the response, the Labor Relations Manager and the Union President will make arrangements to meet within fifteen (15) days following the meeting to more fully discuss the grievances presented at the third step meeting.

4. If the Company's decision at the Third Step does not settle the grievance, the Union shall send notice within fifteen (15) days to the Labor Relations Manager of its desire to appeal the Grievance to Arbitration. 234

D. Arbitration

In those situations where repetitive grievances occur on issues previously settled in a given area of the plant, the Union President may request a meeting with the labor relations representative and the appropriate Key Manager with the objective of such a meeting being to clarify the settlement of the grievance and the agreement between the parties to eliminate the issue. 235

1. It is understood that unless mutually agreed otherwise, only a dispute which involves the application or interpretation of or alleged violation of any provision of this Agreement may be submitted to arbitration as provided by this Section. 236

Within fifteen (15) days following receipt of the Company's Third (3rd) step answer, if not accepted by the union, the International Representative shall send notice to the labor relations representative of the desire to appeal said grievance into arbitration. Cases in arbitration shall be assigned to Arbitrators from a permanent panel of five (5) Arbitrators chosen by the Company and Union. 237

The permanent panel will be selected as follows: 1 by the Company; 1 by the Union; and 3 mutually selected by the Company and Union. Every member of the permanent panel must be a member of either the American Arbitration Association or the National Academy of Arbitrators. When a party replaces one of their selections on the permanent panel with a new Arbitrator, that Arbitrator will be skipped in the very next round of alphabetical assignment of cases to the members of the panel.

2. Arbitrators shall be assigned to cases on a rotating basis by alphabetical order based on the last name of the Arbitrator. The order of cases to be heard in Arbitration shall be in accordance with the filing date of the grievance, earliest date first, except termination cases shall be heard prior to other pending cases, earliest termination first. It is understood that "termination cases" shall include any step of progressive discipline that preceded the termination, with the earliest grieved steps being heard separately. In addition to termination cases and any progressive discipline case(s) forming the basis of the termination, all of which take precedent over all other grievances, the Company and Union can mutually agree in writing to move a grievance in front of other grievances and submit it directly to a hearing ahead of older grievances. 238

This language applies to all past, current, and future grievances. 239

3. The decision of the Arbitrator shall be final and binding on both parties. The expense and compensation of the Arbitrator shall be divided between the Company and the Union. 240

4. The jurisdiction of the Arbitrator shall be limited to a decision on the dispute or question set forth in the joint or separate stipulation and no such decision shall in any way change, supplement or modify any of the terms or provisions of this Agreement, nor make any award retroactive more than thirty (30) calendar days prior to the filing of the grievance, or as mutually agreed by the parties unless specifically provided for in this Agreement. **241**

5. Separate grievances may not be joined in one arbitration except by mutual agreement of the parties. **242**

6. Each party shall disclose any and all relevant documentary information in its possession concerning the grievance, not less than seventy-two (72) hours prior to the arbitration hearing. Documentary evidence that is not disclosed prior to the hearing shall not be considered by the Arbitrator, unless such documentary evidence is presented for purpose of rebuttal. The parties will respond to relevant information requests within a reasonable period of time at any step of the grievance procedure. **243**

- E. Any grievance which is not referred to the next higher step of the grievance procedure within the prescribed time limit, including any mutually agreed extension thereto, shall be considered as settled in accordance with the answer in the last step to which the grievance has been properly referred. If the Company fails to respond within the prescribed time limit, the grievance will move to the next respective step. The only exception to this rule is set forth in Article 9.4 C above, which addresses the Company's failure to respond within the **244**

specified time limit following a third step meeting.

- F. The time limit referred to in this Article excludes Saturdays, Sundays, and holidays and may be extended by mutual agreement of the parties. **245**

- G. Either party may have necessary witnesses at any step of the grievance procedure upon proper notification and by mutual agreement which neither party will arbitrarily withhold. **246**

- H. Expedited Arbitration Procedure

Notwithstanding any other provision of the Agreement, the parties agree to adopt the following Expedited Arbitration Procedure: Effective as of the date of the new Agreement, the parties shall select the permanent panel for this process within thirty (30) days; where the parties cannot mutually agree, then they shall submit to the American Arbitration Association whom shall provide a list of five (5) arbitrators whom are within a reasonable mile radius of the Kokomo facility to serve as the arbitrators. **247**

- 1. Grievances subject to this Expedited Arbitration Procedure shall be confined to those of limited complexity and limited contractual significance. Disciplinary actions resulting in 3-day suspensions or less shall be placed in the expedited arbitration procedure. **248**

- 2. The parties hereto shall select a Permanent Arbitrator or panel of Permanent Arbitrators for the purpose of this procedure unless otherwise mutually agreed. The Arbitrator(s) shall be available sufficient days to insure the successful operation of this procedure. The Company and the Union shall take any and all action necessary to insure the successful operation of this procedure in- **249**

cluding the replacement or election of an additional arbitrator. The expenses and fees shall be borne equally by the Company and the Local Union.

3. This procedure will supplement Article IX Grievance Procedure of the Basic Agreement and will operate as follows: 250
 - A. Within ten (10) days after receipt of a grievance appealed to Arbitration under Article IX of the basic Agreement, the Union's International Staff Representative and the Company's labor relations representative shall confer and determine which grievances shall be referred back to the third step representatives for the Expedited Arbitration Procedure. If the International Representative and the labor relations representative are unable to mutually agree that a grievance should be referred back for the Expedited Procedure, the grievance may proceed to Arbitration as provided in Article IX of the Agreement. Any referral of grievances back to the Third Step for Expedited Arbitration shall be confirmed in writing. 251
 - B. As to any grievance so designated when referred back to the Third Step by the International Representative and the labor relations representative, the Chairman of the Local Union Grievance Committee may appeal it to the Expedited Arbitration Procedure. Such appeal must occur within seven (7) days of receipt of the referral. If the grievance is not so appealed to the Expedited Arbitration Procedure, it shall be considered withdrawn. If the Grievance is appealed to the Expedited Arbitration Procedure, the Third Step representatives shall then arrange for handling the Expedited Arbitration as follows: 252

	Cases in Expedited Arbitration shall be assigned to Arbitrators on a rotating basis in accordance with the filing date of the grievance, earliest date first. The rotation of Arbitrators shall be by alphabetical order.	253
	The Arbitrator shall be contacted and requested to serve on the case or cases designated for Expedited Arbitration at a time and place agreeable to the parties. The parties shall immediately forward to the Arbitrator copies of the grievance, and any written answers.	254
4.	Grievances shall be presented in the Expedited Arbitration Procedure by a representative for the Local Union and a representative for the Company. Witness attendance at the hearing will be limited to the time necessary to give his/her testimony.	255
5.	The hearings shall be conducted in accordance with the following:	256
	a. The hearing shall be informal.	257
	b. No briefs shall be filed or transcripts made unless desired by the Arbitrator.	258
	c. Each representative shall have a maximum of ninety (90) minutes to present his/her case and two separate ten (10)-minute periods for rebuttal; provided however, that if the Arbitrator determines more time is required to insure a fair and adequate presentation of the issues in dispute, he/she may extend the time limits equally for both sides.	259
	d. The Arbitrator shall have the obligation of assur-	260

ing that all necessary facts are brought before him/her by the representatives of the parties. In all respects, he/she shall assure that the hearing is a fair one.

- e. The Arbitrator shall render his/her written decision within ten (10) days following the date of the hearing. His/her decision shall be based on the record developed by the parties before the hearing and on the facts presented by the parties at the hearing and shall include a brief written explanation of the basis for his/her conclusion. **261**

- 6. Time limits referred to in this Supplemental Agreement exclude Saturdays, Sundays, and holidays and may be extended by mutual agreement of the third step representatives for the Company and the Union. **262**

- 7. The authority of the Arbitrator shall be the same as that provided for in Article IX of the Basic Agreement. The Arbitrator's decision shall be final and binding on the Company and the Union and the employee. **263**

- 8. Duplicate originals of each decision shall be furnished by the Arbitrator to the respective representatives presenting the grievance with the copies to the International Staff Representative. **264**

- 9. This procedure may be utilized for grievances filed on or after the effective date of this agreement. **265**

9.5 International or Local Union Representation

In case the Union desires to have a representative of the International Union or the Chairperson of the Grievance Committee enter the plant to investigate a grievance, permission shall be granted upon application to **266**

the Labor Relations Representative or his/her designee:
(a) any such visit shall be limited to the investigation of the particular grievance or grievances as arranged with the Labor Relations Manager, or in his/her absence, the appropriate Supervision, (b) the Union Representative observes applicable Company rules and Government regulations while on the plant premises, and (c) a representative of the plant management may accompany the Union representative during such visit.

9.6 Committeeperson Area Assignments

267

Work Group 1

1 Committeeperson and 2 Assistants

Work Group 2

1 Committeeperson and 2 Assistants

Work Group 3

1 Committeeperson and 1 Assistant

Work Group 4

1 Committeeperson and 1 Assistant

Work Group 5A

(Forge Family & Mill Family)

1 Committeeperson and 1 Assistant

Work Group 5B

(Cold Processing, Plate & Bar, Families)

1 Committeeperson and 2 Assistants

Work Group 6

1 Committeeperson and 1 Assistant

Work Group 8

1 Committeeperson and 3 Assistants

Work Group 9 and 10

1 Committeeperson and 3 Assistants

Work Group 7, 11

1 Committeeperson and 1 Assistant

Work Group 13

1 Committeeperson

9.7 Special Seniority

When any reduction in force occurs within a Work Group, representatives of the Union as declared above shall be maintained in the group. 268

Time spent excused for Union business by officers, grievance committee members, and/or any member of the Union negotiating committee during active negotiations shall count in determining the sixth or seventh day. 269

Furthermore, the time spent for the President or Unit President (as determined by the local and whom shall be an employee of Haynes International) shall be protected from loss of pay and so compensated, weekly at forty (40) hours at their straight time hourly rate of pay and eight (8) hours at one and one-half (1 1/2) their straight time hourly pay. All of which shall be considered as time worked toward the calculation of further hours worked for overtime purposes. 270

In addition to Paragraph 267, the President, Vice President, Chairperson of the Skilled Trades Committee, and Safety & Health Committee, shall be maintained within their respective Work Group without regard to seniority. Furthermore, Committeepersons and/or assistants shall not be subject to the shift preference procedure as outlined within Article 8.9 of the Agreement, except that a Committeeperson or Assistant may exercise shift preference with a less senior Committeeperson or Assistant. 271

In the above, the Vice President of the Local Union and the Chairperson of the Safety & Health Committee shall be maintained on the first shift in order to enforce the terms of this collective bargaining agreement. Further- 272

more, the Chairperson of the Safety & Health Committee shall continue to have an in-plant office, secure from access by others, and shall continue to fulfill his obligation of enforcing, participating in and recommending improvements in the Safety and Health for the members of this facility.

ARTICLE X - SUSPENSION AND DISCHARGE

- A. In the event that an employee is suspended for less than five (5) days, the incident may be taken up as a grievance under the procedures set forth in Article IX. In cases of suspension or discharge, the Company shall promptly notify the Area Grievance Committee person representing the area in which the employee works and submit a written explanation in support of the disciplinary action. **273**
- B. In the event an employee is suspended for five (5) days or more, or in case of discharge, such incident may be considered as a grievance providing a grievance is filed in writing by the employee involved not more than five (5) days following the date notice was presented to the Area Grievance Committee person. Said grievance shall be first considered in the Third (3rd) Step of the grievance procedure and a Third Step meeting will be held not later than five (5) days subsequent to the date upon which the grievance is filed. **274**
- C. If it is determined by the parties hereto or in arbitration that the employee has been discharged or suspended unjustly, the Company shall reinstate the employee and reimburse him /her, at his/her regular rate of pay, provided, however, that if justified by the circumstances involved, the employee may be reinstated with a lesser amount or with no reimbursement for wage loss. **275**

- D. Notices of Disciplinary Warning (which do not result in justified suspensions) will be removed from an employee's personnel file twelve (12) months after the date of their issuance providing no other notices or disciplinary action have been received during the intervening period. 276

10.1 Effect of Imprisonment

If an employee should be convicted of and imprisoned for an alleged offense not connected with his/her employment so that he/she is unable to perform the work for which he/she is employed, his/her employment shall not automatically thereby terminate and his/her seniority and continuous service shall not automatically thereby be broken, but as soon as practical the President of the Local Union and a representative of the Company shall confer to determine whether the employee's employment shall be terminated and his/her seniority and continuous service be broken by such imprisonment, or whether some other disposition of the matter be made, as justice and the circumstances of the case may require. 277

The disposition of each case shall be made upon the basis of whether, on the employee's record and the nature of the offense, he/she is worthy of continuous employment or not. Should the Company and the Union be unable to agree upon the disposition of such employee's case, then the Company shall make such disposition thereof as it shall deem just; provided, that if the employee believes such disposition of his/her case to be unjust, he/she may file a grievance, which shall be disposed of as provided in Article IX of this Agreement. 278

ARTICLE XI - LEAVE OF ABSENCE

11.1 Personal Reasons

The Company at its own discretion may grant a leave of absence to any employee upon his/her written request made in the form prescribed by the Company. In the exercise of its discretion, the Company will avoid discrimination among the employees requesting leave. The Area Grievance Committeeperson will be notified in writing of any leave granted. 279

11.2 Union Service

An employee who is selected for full-time Union service shall, on the written request from the Union, be granted leave of absence by an authorized Company official, but not to be more than three at any one time. Such leaves of absence shall be for a period of not more than one year, and may be renewed for a further period by mutual agreement of the parties, except that, in the case of a leave of absence granted to enable an employee to accept a paid position with the Local, such leave of absence may be for the term of office and be renewed for a further period by mutual agreement of the parties. **The United Steelworkers International Union appointed ERT member, (limited to one member at a time) shall be released upon receipt of call to duty.** 280

11.3 Other Leaves

- A. The Company will, within the framework of Section 11.1, consider those requests for leaves to assume a **full-time public elected office** from those employees with at least **five years** of seniority, but in no case shall any leave granted be for more than **three (3) terms** of that office. 281
- B. The Company will also, within the framework of Section 11.1, consider requests for leave from those employees who have at least one year of seniority to attend accredited schools of higher learning for the purpose 282

of taking job related instruction. Such leaves of absence will not exceed one (1) year in duration. In order for an employee to be eligible for another such leave, he/she must have worked one (1) full year since returning from the last leave.

- C. Leaves of absence, other than those listed in Article XI, must be in accordance with the Family Medical Leave Act (FMLA) of 1993 and its guidelines and regulations. **283**

- D. Any employee receiving FMLA leave will be required to utilize up to 40 hours per year of paid vacation or other paid time off during such leave. Employees will not be required to utilize paid vacation during the 3-day waiting period set forth in the Non-Occupational Illness Pay Plan. **284**

11.4 Plant Seniority

The Plant Seniority for an employee on a leave of absence shall continue to accumulate. **285**

ARTICLE XII - MOURNING PAY

The Company will protect an eligible employee from loss of pay during absence due to a death in his/her immediate family in accordance with the following regulations: **286**

- A. Member of the “employee’s immediate family” will be interpreted to cover: husband, wife, children, parents, brothers, sisters, step-brothers, step-sisters, parents-in-law, grandparents, grandparents-in-law, step-grandparents, grandchildren, step-parents, step-children, half-brothers, half-sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law and other relatives if this relative is living in the same household as a member **287**

of the regular family unit.

- B. An active employee will be protected under such circumstances against loss of pay during the time lost from his/her scheduled work day and work week at his/her applicable hourly rate, including shift premium, subject to the following: **288**
1. The time to be paid for shall be any three (3) working days from the day of the death through the day after the funeral **or celebration of life**. In the case of brothers-in-law, sisters-in-law, sons-in-law, and daughters-in-law, the time to be paid for shall be the day of the funeral **or celebration of life plus one day**. **289**
 2. Compensation shall not exceed pay for three (3) times The number of hours in the employee's normal work day; **290**
 3. The hours thus paid for shall be considered as hours worked In computing overtime payable for hours worked in excess of forty (40) in any work week, or for determining the sixth (6th) or seventh (7th) day worked in any work week; **291**
 4. No pay allowance will be granted in a case where, because of distance or other cause, the employee does not attend the funeral **or celebration of life** of the deceased; **292**
 5. The employee shall furnish the Company with satisfactory proof of death and proof that he/she actually attended the funeral **or celebration of life**. **293**
 6. With the limitation of the days only being taken to consecutively extend the paid days off to attend a **294**

funeral, employees shall be granted up to two (2) additional non-paid days of leave upon request.

- C. An employee will not be eligible to receive pay for such absence if he/she is already receiving pay for the same time under any of the following: **295**
1. Vacation pay, military training policy during peacetime; **296**
 2. He/she will also not be eligible under this section to receive pay if he/she is in receipt of holiday pay or disability pay for the same period. **297**
- D. An employee will not be eligible to receive pay for the above absence if he/she: **298**
1. Has been granted leave of absence without pay for any reason; **299**
 2. Is temporarily laid off due to suspension of work; **300**
 3. Is out on strike. **301**

ARTICLE XIII - BULLETIN BOARDS

The Company will erect and maintain an agreed upon number of bulletin boards in suitable locations throughout the plant for the Union's use. The Company will provide glass enclosed locked bulletin boards at the following locations: **302**

R-1 Building	R-11 Building
R-17 Building	R-18 Building
R-22 Building	R-24 Building
R-25 Building	R-30 Building
R-31 Building	R-35 Building

R-36 Building R-42 Building
R-43 Building R-55 Building

Lighting will be provided where receptacles are already conveniently located. Notices for posting on such boards shall be submitted to the Company for approval. Each notice shall be signed by an appropriate official of the Union and must pertain to social and/or business affairs of the Union. Such notices will be posted on each bulletin board by the Area Grievance Committeeperson responsible for the area the bulletin board is in. **303**

ARTICLE XIV - EXCLUDED EMPLOYEES PERFORMING BARGAINING UNIT WORK

- A. Any supervisor or excluded employee shall not perform work on a job normally performed by an employee in the bargaining unit, however, this provision shall not be construed to prohibit supervisors or other excluded employees from performing the following types of work: **304**
1. Experimental work; this is work undertaken to determine whether product, equipment or processing method is feasible or economical. The Area Grievance Committeeperson will be notified of experimental work that is being or will be performed in his/her area. **305**
 2. Demonstration work performed for the purpose of instructing and training employees. **306**
 3. Work required by emergency conditions. Emergency conditions exist when there is considered to be imminent danger to an employee, a product, **307**

property and/or equipment and immediate action is needed to combat or correct the situation or circumstances involved.

4. Work that is negligible in amount. This is work that is insignificant in amount and can be performed in a minimal amount of time and which, under the circumstances then existing, would be unreasonable to assign to a bargaining unit employee. **308**

- B. Work which is incidental to supervisory duties on a job normally performed by a supervisor or excluded employee, even though similar to duties found in jobs in the bargaining unit, shall not be affected by this provision. **309**

ARTICLE XV - SAFETY AND HEALTH

15.1

- A. The Company shall continue to make reasonable provisions for the safety and health of its employees at the plant during the hours of their employment. Furthermore, employees are expected to maintain to the best of their ability, all personal protective safety equipment that is issued to them. **310**

- B. Protective devices and personal protective equipment will be provided as deemed necessary by the Company. Nothing within this Agreement shall prohibit the Company from requiring employees to wear personal protective equipment. Also, the Company will provide additional personal protective equipment as mutually agreed upon by the Company and the Union. **311**

- C. The Company will continue the present arrangement **312**

of supplying work gloves, as required in some areas, and will supply work gloves to employees in other jobs where needed and provided the old pair of gloves is worn out and is returned by the employee for replacement. Management will determine the type of gloves which are best suited for each job.

- D. The Company will pay the full cost of one pair of approved safety shoes and one-half (1/2) of the cost of a second pair of approved safety shoes each calendar year for employees. Such shoes will be purchased through the vendor selected by the Company. **313**

New employees may purchase one pair of approved safety shoes from the Company at cost price, total cost will be refunded by the Company upon successful completion of their probationary period. The new employee will then be eligible, before the end of that calendar year, following the probationary period, to purchase a second pair of safety shoes, of which the Company will pay one-half (1/2) of the cost. **314**

- E. Employees who cannot be properly fitted with safety shoes obtained through the Mobile Shoe Unit due to a foot problem which has been certified by a physician and verified by the Safety Department, and at the discretion of a qualified Physician, and who have to purchase safety shoes from an outside source, will be allowed a monetary credit upon the purchase of up to two (2) pairs of safety shoes in a year. No credit will exceed the cost as stated within paragraph 314. **315**

- F. The Company shall cover the cost of basic frame prescription safety glasses with attached side-shields selected by the joint Safety and Health Committee. The Company shall pay the cost of approved prescription Single Vision and Basic Bifocals and Trifocals only. **316**

For Maintenance employees and Overhead Crane Operators, the Company shall pay the cost of approved lineless Bifocals and Trifocals. There will be one such allowance every two (2) years unless the employee's prescription changes or lens replacement is needed due to impact damage or severe pitting damage incurred while the employee is working on the job. The Company will provide the opportunity for the periodic adjustment of the employee's prescription glasses.

- G. Should the Company require any inoculations of its employees, other than probationary employees, it will bear the full cost of such inoculations. 317
- H. For the safety of the employees, all overhead crane inspections and repair will be completed with proper personal protection equipment. No employee will be allowed to repair, maintain, or inspect any overhead cranes alone. (This does not include jib cranes.) 318

15.2 Coordinated Safety Committee

- A. The Company and the Union have a mutual interest in the safety and health of all personnel, and it is expected that both parties will apply their knowledge and expertise to protect said interest. 319
- B. The Company and the Union concur with utilizing the employees in a coordinated effort to aid the Company in discharging its responsibility to observe and promote the principles of safety. 320
- C. To ensure maximum effectiveness by employee participation, the Company and the Union have agreed on a Coordinated Safety Committee. This responsible group of employees consists of a maximum of three (3) members designated by the Union as the 1st shift 321

representative who shall be the Chairperson, the 2nd shift representative and 3rd shift representative, and in their absence an alternate safety representative will be recognized. The Committee will be notified in advance of its monthly meeting with the Company's designated Safety representatives to consider existing practices and regulations relating to safety and suggest changes as deemed necessary. Minutes of such meeting will be prepared by the Company, distributed to each member of the Committee and will summarize each item discussed, recommendation(s) made, and what action, if any, the Company Safety Representative intends to take. The minutes will be distributed within ten (10) days of the meeting.

The Company agrees to reimburse up to three (3) representatives of the Union Safety and Health Committee at the rate of eight (8) hours per day while attending the Annual District Safety and Health Conference. **322**

D. In order for the Committee to fulfill its potential, the Committee members will assist the Company in maintaining the highest safety standards in a concerted effort by: **323**

1. The Union's Safety Committee along with a Company Safety Representative, will visually inspect all areas of manufacturing every six (6) months. The Company will compensate the Union Safety Committee for time spent in this effort. A copy of the results of the safety evaluation will be furnished to all members of the Joint Safety Committee. **324**

The foregoing is not intended to change in any way the practice of allowing time for the Area Grievance Committeeperson or a Safety Committeeperson to conduct monthly departmental safety inspections **325**

with the appropriate supervision.

The monthly departmental inspection shall be conducted and copies of the written summary of the inspection forwarded to the Safety Department, Area Grievance Committeeperson and Chairperson of the Union Safety Committee no later than the third Friday of each month. 326

The written summary shall set forth the general conditions which prevailed, those items reviewed and what action if any, has been taken and/or will be taken. 327

2. The parties agree to endeavor to establish and maintain a sound practical and workable safety education training program, cooperating in encouraging employees to observe the safety rules and regulations, to work in a safe manner, and to use the prescribed procedures for making safety suggestions. 328

3. Endorsing the concept that employees should make known their observations of hazards, the employee should report all hazards to their area supervisor immediately upon observing said hazards. Should the employee not be satisfied with the disposition of the matter, they may request to see the Chairperson of the Union Safety and Health Committee or his/her designee and the Company Safety Representative. 329

E. The Union's Area Grievance Committeeperson will be informed of any "lost workday," "restricted work activity," or injuries in his/her area. Additionally, whenever there are employees assigned to Work Group 7 Utility Pool, the Company agrees to provide notice to the Committeeperson with a weekly list of the number of 330

employees whom are absent due to non-occupational and occupational leave of absence.

The Chairperson of the Union's Safety and Health Committee, or in his/her absence, a member of the Union Safety and Health Committee designated by the Chairperson, shall be informed promptly of any "lost workday", "restricted work activity" injury, or "fatality" which may occur in the plant. **331**

The Union's Safety and Health Chairperson, or in his/her absence, a designated member of the Union Safety and Health Committee, shall accompany a Company Safety Representative to investigate "lost workday" or "restricted work activity" or "fatality". Such investigation shall be held promptly. **332**

If a situation arises where a Company Safety Representative investigates a near miss incident/accident or is asked to review a safety and health matter, said representative will be accompanied by the Union Safety and Health Chairperson. If the Union Safety and Health Chairperson is absent he/she will be represented by a designated member of the Union Safety and Health Committee. **333**

The Chairperson will be advised of the results of these investigations and the Company's recommendations to prevent future occurrences of a similar nature in a prompt manner. The Union Safety Chairperson will receive a copy of any safety accident/incident report entered into the Company's O.H.M. system, which involves a bargaining unit employee. These reports are for the Safety Committee Chairperson's use and are not to be posted on the Company or Union bulletin boards. **334**

F. In the event a Federal or State Compliance Officer con- **335**

ducts a formal safety and health inspection of the production and maintenance facilities, the Union Safety Chairperson, or in his/her absence, a designated member of the Union Safety and Health Committee, will be afforded the opportunity to tour the above facilities with the government official and Company representative. The Chairperson of the Union Safety Committee will be provided with a copy of the inspection results.

- G. Upon the relocation or the introduction of new equipment or the changing of current work process or the establishment of new work processes, the Company will notify the Chairperson of the Union's Safety and Health Committee or a designated member of the Union Safety and Health Committee, who shall, along with the Company's Safety and Health Representative, inspect and review the equipment or processes before they are put into operation to insure the safety and health of the employees. The Chairperson of the Union's Safety and Health Committee or his/her designated member of the Union Safety and Health Committee shall observe the process or equipment during trial or test stage. The Chairperson of the Union's Safety and Health Committee or his/her designated member of the Union Safety and Health Committee may consult with the affected employees and the Grievance Committeeperson representing the area, concerning any problem(s) or potential problem(s) involving the process or equipment. A copy of the release of the work processes or equipment will be forwarded to the Chairperson of the Union's Safety and Health Committee and the Area Grievance Committeeperson. The employees who work on the affected process or equipment shall be instructed and trained in its safe operation before the process or equipment is placed into operation. 336

- H. It is the intent of the parties that no employee(s) shall 337

be required to work under conditions which are unsafe. An employee who believes an unsafe condition exists will notify his/her supervisor who will investigate the condition. Should the employee and the supervisor disagree as to whether or not a condition of "imminent danger" exists, the supervisor will immediately notify a Union Safety Representative on shift and, as soon as possible, convene an investigation by the Safety Department, the Chairperson of the Union Safety Committee and the Area Grievance Committeeperson.

An investigation by the parties will be completed prior 338
to final disposition by the Company.

Employees who sustain an industrial injury in the 339
course of their employment, and who upon the advice of the Company Medical Department, or in the case of off shifts or weekends, are advised by the physician in the emergency room at the hospital or a supervisor, not to continue working, will be paid at their standard hourly rate, including shift premium, for the balance of their scheduled hours. In the case of Saturday, Sunday, or holidays, premium pay will be provided, if otherwise eligible. In order to better respond to emergencies on all shifts throughout the operations, an Emergency Response Team (ERT) has been developed. All personnel that participate on the team are required to obtain a minimum of forty (40) hours of Chemical Response Training, eight (8) hours of Incident Commander Training, and a minimum of forty (40) hours of Medical First Responder Training, which consists of Indiana State Certification in CPR, Trauma, and First Aid. The cost of the training shall be paid for by Company.

I. Employee Assistance Program

The EAP has been established to assist employees with various problems in their lives. Substance abuse, alcohol abuse, or any other personal problems, are recognized as detrimental to the employee, the company, and their co-workers. Through this program, employees are assured that these situations will receive careful consideration and will be offered appropriate assistance to help solve such problems in confidence. Employees are assured that their jobs and continued employment will not be jeopardized for seeking assistance through the program. Employees are assured that program records will be preserved in the highest degree of confidentiality. 340

Neither the EAP nor this Article of the contract will limit management's ability to discipline employees who violate the Company's rules by reporting to work under the influence of drugs or alcohol. 341

An EAP representative shall be permitted to spend a reasonable amount of time without loss of pay to assist in EAP matters in a manner that will not impede operations by arrangement with his/her supervisor. An EAP representative seeking proper authorization will provide his/her supervisor with as much advance notice as possible to make proper arrangements. 342

ARTICLE XVI - MILITARY TRAINING

An employee who is called to perform temporary training duty in the **Army** National Guard or other United States **Military** reserves shall be paid the difference between his/her straight time rate and the amount he/she received from the government for a period not to exceed **three (3) weeks** in a calendar year **for their annual training. Additionally, should a weekend drill** 343

period require advance presence, Monday-Friday, then those periods would be authorized upon receipt of such orders. The amount of differential will be computed by multiplying the daily rate for military service by **eighteen (18)** and then comparing this amount with **one-hundred twenty (120)** hours of the employee's base pay to determine the amount. The inclusion of a sixth day into the method of computation shall apply to military leave.

ARTICLE XVII - MANAGEMENT RIGHTS

- A. Except as specifically limited or modified by this Agreement all of the rights, powers, prerogatives, and authority involved in the management of the business, the operation of the plants, and the employment and direction of the work force are vested exclusively in the Company. **344**
- B. Among the rights and responsibilities reserved to Management are the right to hire, train, transfer, promote and lay off employees; to discipline, suspend, and discharge employees for just cause; to schedule, assign and direct the workforce; to determine and modify the number of work shifts and their starting and ending times; to determine the methods, procedures, materials and operations to be utilized or performed by employees; and to carry out all other ordinary and customary functions of management. **345**

ARTICLE XVIII - NO STRIKE - NO LOCKOUT

- A. Neither employees nor the Union shall engage in or provoke or encourage in any way a strike against the Company during the term of this Agreement. As used in this Article, "strike" includes any work stoppage, whether total or partial, any picketing or any stay-in or sit-down; any slow down or other interference with work or any **346**

picketing or other interference with the shipment or delivery of products to the Company's customer. Any employee who violates this "no strike" provision shall be subject to discharge or other disciplinary action by the Company, subject to Article X of Agreement.

- B. There shall be no lockout by the Company during the term of this Agreement. 347

- C. In the event of a work stoppage upon the termination of this Agreement, the Company and the Union recognize that, due to the nature of the operations and equipment in the plant, it is essential that an orderly shutdown be arranged. Accordingly, the Union agrees, that such employees as may be required to condition equipment, i.e., furnaces, draining pipes, etc. for shutdown and to protect and maintain Company property, equipment and products, shall be permitted to perform such work. Employees will be selected in accordance with Article VIII, Section 10, pursuant to a discussion and a finalization with the Union. 348

ARTICLE XIX - SAVINGS CLAUSE

If during the term of this Agreement any portion is invalidated by any existing or subsequently enacted legislation or by any award of court of competent jurisdiction, such invalidation shall apply only to those portions thus invalidated, and all remaining portions of this Agreement, including Article XVIII shall remain in force and effect. Therefore, in the event any provision herein contained is so rendered invalid, upon written request of either party hereto, the Company and Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement of such provision. 349

ARTICLE XX - COLLECTIVE BARGAINING PROCESS

The terms and provisions of this Agreement replace those established by the prior Collective Bargaining Agreement between Haynes International, Inc. and the United Steelworkers Local 2958, and any agreements or practices supplemental or thereto that are not specifically referred to and adopted herein. 350

The parties agree that all agreements, precedents and practices prior to July 1, 2003, between the parties are effective and existent only to the extent they are expressly set forth in the terms of this agreement. 351

ARTICLE XXI - DURATION OF CONTRACT

This Agreement together with the Pension and Insurance Agreement and Hospital-Surgical Agreement attached hereto, shall continue in effect until 11:59 P.M., June 30, 2028, shall automatically continue thereafter for further periods of one (1) year each of its applicable expiration date unless either party notifies the other in writing not less than sixty (60) days nor more than ninety (90) days prior to its applicable expiration date that a discontinuance or modification is desired. In the event of such notification, negotiations between the parties shall begin within fifteen (15) days following such notification. If, pursuant to such negotiations, an agreement on the renewal or modification of this Agreement is not reached prior to the current expiration date, this Agreement shall expire at such expiration date unless it is extended for a specified period by mutual agreement of the parties. 352

APPENDIX A

Job Qualifying Criteria Used to Determine Pay Rates

Work Group 1 - 4-Hi Support

353

Job Functions

1. Operate Station No. 2 (Upcoiler)
2. Charger (4 Hi)
3. Operate Anneal & Kolene
4. Operate Grind Line
5. Operate Fox Saw
6. Operate CMI
7. Operate Furnaces
8. Operate Large Herkules Grinder

Qualifying System

General Operator A	- 5 of 8 Functions
General Operator	- 4 of 8 Functions
General Assistant Operator	- 3 of 8 Functions

Work Group 2 - Cold Strip Mill

354

Job Families

<u>Rolling</u>	<u>Annealing</u>	<u>Finishing</u>
100 MKW Asst. Roller	Drever Operator	S.S. Operator
90 MKW Asst. Roller Coil	E.F. Operator	Braner
Small Herkules Grinder		Inspection Line

Coil Prep

Pickle Line Operator (Includes stick welding of coils)
CBUL Welder Operator

Continuous Anneal & Pickle (CAP) Operator
Qualifying System

- General Operator A - Must be willing to train to become qualified on all functions on all units in Family
- General Operator - All functions one (1) line, or entry and exit ends of the Drever and Electric Furnace
- General Assistant Operator - One (1) job in any family

Note: Pickle Line Operator will conduct welding only when operating the Pickle Line.

Driver

Employees, from Work Group 2, entering the Driver Family will retain their current rate of pay as long as they are in training to become qualified on all driving functions.

Qualifying System

- General Operator A - After completing 6 months driving
- General Operator - After completing 3 months driving
- General Assistant Operator - Entry level

Employees within the Finish Family prior to January 2, 2007, will, for pay purposes only, be “grandfathered” and will retain their present rate of pay.

Work Group 3 - Air Melt

355

Job Functions

1. Furnaces
2. AO Vessel
3. Ladle
4. Refractory
5. Floor
6. Crane

Qualifying System

Melt Specialist - Qualified A Operator

Criteria: The Melt Specialist position shall first be filled on a voluntary basis. Any forced training for the Melt Specialist position shall be filled on the basis of least senior qualified A Operator on shift.

General Operator A	-	5 of 6 Functions
General Operator	-	3 of 6 Functions
General Assistant Operator	-	2 of 6 Functions

Work Group 4 - Vacuum Melt

356

Qualifying System

Melt Specialist

1. Qualified A Operator

Criteria: The Melt Specialist position shall first be filled on a voluntary basis. Any forced training for the Melt Specialist position shall be filled on the basis of least senior qualified A

Operator on shift.
General Operator A

1. Operate All Furnaces
2. All Functions of Operator
3. **Bricking Furnaces**

General Operator

1. Operate One (1) Furnace
2. Perform All Floor & Setup Functions
3. Weld and Cut: **The Company will continue to have “Hobart” or similar resource conduct ongoing training approximately every six months.**
4. Run Overhead Crane

General Assistant Operator

Trainee

Work Group 5

357

Job Families

Plate & Bar

Mill Processing

Lathes

Asst. Roller

Grinders

Mill Operator

Plate Saws

Charger/Mills

Plate/Bar Finisher

Annealing

Forge Processing

Cold Processing

Heater

Shears

Press Operator

Stretchers, Roller Levelers,
Blast

Machine Operator Pickle
R-18 Grind & Cut Grind & Swing Saw

Qualifying System

General Operator A - 3 of 4 in any Family
General Operator - 2 of 4 in any Family
General Assistant Operator - 1 of 4 in any Family

Work Group 6 - Inspection 358

Inspector Nuclear NDT Qualified
Inspector NDT Level 2
Inspector NDT Level 1
Inspector A
Trainee

****Refer to side letter agreement regarding WG-6**

Work Group 7 Utility Pool 359

The parties have agreed to re-establish the Utility Pool, Work Group 7, under the following terms and conditions:

1. Utility Employees shall be trained and utilized to replace employees in other Work Groups that are absent for any reason; however, a Utility person shall not be trained in a position until a permanent classified employee who has the desire to be trained on a specific function has received such training.
2. The use of Utility will not circumvent Article 8.8 – Plant Posting, under the current Collective Bargaining Agreement.
3. The rate of pay for a Utility employee shall be at the

General Assistant Operator rate of pay; however, where an employee has been trained and qualified within a specific Work Group/Job Family, he/she shall receive the appropriate rate of pay and move to the General Operator or General Operator A classification as may be applicable, regardless of future assignments.

4. The employee(s) shall be assigned weekly to a shift and shall not be subject to shift reassignment during a pay-roll week.
5. Where the Company has forty-eight (48) hours or less notice of an employee absence, the Company shall first exhaust the Work Group/Job Family overtime procedure, prior to assigning a Utility employee to the vacancy. However, in order to not interrupt the work process, Utility employees may be utilized until the overtime process has been completed as expeditiously as possible. If volunteers cannot be obtained, the Utility employee may then fulfill the balance of the shift.
6. Utility employees will not be offered overtime in any Work Group/Job Family until the Work Group/Job Family overtime procedure has been exhausted.

This agreement will not amend, modify or abrogate any other terms of the parties collective agreement bargaining agreement except as specifically set forth herein.

Work Group 8 – Maintenance

360

Job Titles

Electrician

Instrument Technician

Heating, Ventilation & Air Conditioning (HVAC)

Machine Repair

Machinist
Welder
Millwright
Tinner
Industrial Vehicle Mechanic
Lubrication Specialist
Spare Parts
Yard Maintenance

Work Group 9 - Waste Water Treatment

361

Job Titles

Waste Treatment Plant Operator A (Pay qualification only)
Waste Treatment Plant Attendant

Work Group 10 – Reclaim

362

Job Functions

1. Crusher
2. Shears
3. Torch
4. Storage/Receiving of Raw Materials & Scrap
5. Weigh Room
6. Verification
7. Slag Recycle
8. Outside Driver

Qualifying System

General Operator A	-	6 of 8 Functions
General Operator	-	5 of 8 Functions
General Assistant Operator	-	4 of 8 Functions

Work Group 11

363

Job Functions

Shipping & Warehouse Family

1. Material Handling - Driving & Loading Trucks, Pull & Put Away
2. Material Packing
3. UPS - Small Parts
4. Fabrication Bench
5. Material Transportation

Receiving & Stores Family

1. Receiving Clerk
2. Storeroom Attendant / Integrated Supplies
3. Mail Route
4. Material Handling - Unpacking, Driving & Unloading Trucks, Pull & Put Away, & Propane Tanks

Qualifying System

General Operator A	-	4 in any Family
General Operator	-	3 in any Family
General Assistant Operator	-	2 in any Family

NOTE: As of June 11, 1996, and until the expiration of this Agreement, in order for an employee to remain in the Receiving & Stores Family or become an Operator A within the Receiving & Stores Family, he/she must be trained and qualified in the Material Handling Function.

This shall only affect those employees entering the Receiving and Stores Family after June 11, 1996.

Yard Family

1. Yard Maintenance

Spare Parts Family

1. Spare Parts

Work Group 13 – Machining and Testing

364

Machining Family

Headman (Number Limited by Company)

Machinist (General Operator A)

Operator (General Operator)

Trainee (General Assistant Operator)

Job Functions

1. Shears/Roller Leveler
2. Chemistries
3. Blanchard
4. CNC Mill
5. CNC Lathe
6. **Bar Prep (Cut to Size, Drill, Rough Grind, Profile, EDM)**
7. Bar Finish (**Crush Grind, Thread**)
8. **Water Jet**

Qualifying System

General Operator A 6 of 8 Functions
All functions of General Assistant Operator + four (4) additional functions.

General Operator 4 of 8 Functions
All functions of General Assistant Operator + three (3) additional functions.

General Assistant Operator 3 of 8 Functions
Shears/Roller Level, Bar Prep + (1) additional function

Testing Family

Job Functions

1. Room Temperature Tensile
2. Elevated Temperature Tensile
3. Stress Rupture
4. Creeps

Qualifying System

General Operator A	3 of 4 Functions
General Operator	2 of 4 Functions
General Assistant Operator	1 of 4 Functions

Note: Service Work shall be transferred to the Maintenance Machine Shop

APPENDIX B

The Company and Union acknowledge the necessity that 365
employees work up to their full potential. In establishing the
Work Groups and qualifying families, the need is realized
for job assignment flexibility and to pay employees based on
their knowledge, capability and desire. The qualifying fam-
ilies were created in some Work Groups to separate related
job functions for employees to qualify for General Assistant
Operator, General Operator, and General Operator A clas-
sifications and to receive the associated rate of pay. Quali-
fying for the afore mentioned classifications is not intended
to impair the training-learning process. An employee is still
responsible and encouraged to learn and qualify and the
Company is still responsible and encouraged to properly
train employees on an ongoing basis. In addition, the estab-
lishment of the qualifying families is for pay determination
and qualifying desires.

However, nothing within this Agreement will prohibit an 366
employee, who so chooses, from training or qualifying out-
side of a job family within his/her Work Group.

In cases where it is imperative that an employee must be 367
trained within the Work Group, it shall be the least senior
employee in the Work Group/Job Family, on the shift where
training is needed.

A qualified employee may be assigned outside of their Job 368
Family within his/her Work Group as may be necessary for
production needs (except for crafts in WG 8).

In areas where management and union determine the need 369
for a working team leader, the Work Group/Job Family will
be notified.

The senior applicant, who must be a qualified General Op- 370

erator A within his/her area, who has the desire, shall be assigned. Once assigned, this employee shall stay team leader until such time as they give it up, or a more senior person coming from another shift, work group/family having General Operator A status in the incoming area, has expressed their desire to be team leader. If the leader gives up the position and stays on the same shift, there must be at least a one (1) month period before becoming eligible to be re-considered for the position. The rate of pay shall be seventy-five (\$.75) cents higher than the employee's base rate of pay. (Work Group 8, except for the Garage, is excluded from the above.)

APPENDIX C

Wage Rates

371

Work Groups 7-01-23 7-01-24 7-01-25 7-01-26 7-01-27

1. 4 Hi & 4 Hi Support
2. Cold Strip Mill
3. Air Melt
4. Vacuum Melt
5. Plate & Bar Mill Processing, Forge Processing & Cold Processing
7. Utility Pool
10. Reclaim
11. Shipping & Receiving/Stores
13. Machining and Testing

Melt Specialist

(WG3 & 4) 34.13 35.33 36.57 37.85 39.17

General

Operator A 31.41 32.51 33.65 34.83 36.05

General

Operator 30.74 31.82 32.93 34.08 35.27

General

Asst. Operator 30.15 31.21 32.30 33.43 34.60

- Employees performing the Heater function **and 4-Hi Furnace Operator will be paid \$.55** per hour above A Operator pay for all hours worked.

- **Employees working in WG-3 and WG-4 will receive a \$1.00 per hour wage increase above regular wage rates.**

WORK GROUP 6

372

Inspection**Nuclear****NDT Qualified 33.59 34.76 35.98 37.24 38.54****Inspector****NDT Level 2 32.95 34.11 35.30 36.54 37.82****Inspector NDT****Level 1 31.87 32.98 34.14 35.33 36.57****Inspector A 31.41 32.51 33.65 34.83 36.05****Trainee 30.15 31.20 32.30 33.43 34.60****WORK****GROUP 8****7-01-23****7-01-24****7-01-25****7-01-26****7-01-27**

373

Maintenance 36.71 38.00 39.33 40.70 42.13**Electrician 36.71 38.00 39.33 40.70 42.13****Instrument 36.71 38.00 39.33 40.70 42.13****Heating,
Ventilation 36.71 38.00 39.33 40.70 42.13****Machine 36.71 38.00 39.33 40.70 42.13****Machinist 36.71 38.00 39.33 40.70 42.13****Welder 36.71 38.00 39.33 40.70 42.13****Millwright 36.71 38.00 39.33 40.70 42.13****Tinner 36.71 38.00 39.33 40.70 42.13****Industrial Vehicle****Mechanic 36.71 38.00 39.32 40.70 42.13**

Lubrication Specialist	33.88	35.06	36.29	37.56	38.87
General Operator A	31.41	32.51	33.65	34.83	36.05
7000-7999	35.61	36.86	38.15	39.49	40.87
6000-6999	34.65	35.86	37.12	38.42	39.76
5000-5999	34.22	35.41	36.65	37.94	39.26
4000-4999	33.37	34.54	35.75	37.00	38.29
3000-3999	33.04	34.19	35.39	36.63	37.91
2000-2999	32.75	33.89	35.08	36.31	37.58
1000-1999	32.50	33.64	34.81	36.03	37.29
0-999	32.27	33.40	34.57	35.78	37.03

WORK GROUP 9

374

Waste Water Treatment

Waste Treat Plant Operator A	31.41	32.51	33.65	34.83	36.05
Waste Treat Plant Attendant	30.73	31.80	32.92	34.07	35.26

Work

375

<u>Group 13</u>	<u>7-01-23</u>	<u>7-01-24</u>	<u>7-01-25</u>	<u>7-01-26</u>	<u>7-01-27</u>
Headman	31.78	32.90	34.05	35.24	36.47
General Operator A	31.41	32.51	33.65	34.83	36.05
General Operator	30.74	31.82	32.93	34.08	35.27

General Assistant Operator	30.15	31.20	32.30	33.43	34.60
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Testing Family

General Operator A	31.41	32.51	33.65	34.83	36.05
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General Operator	30.74	31.82	32.93	34.08	35.27
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General Assistant Operator	30.15	31.20	32.30	33.43	34.60
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With the exception of employees hired into or transferring into WG 8 376
 new employees hired on or after March 1, 2004, shall hire in at \$3.00 per hour less than the starting rate of the Work Group where he/she becomes employed. In each year following the employees hire date, the employee shall receive wage increases \$1.00 per hour on his/her anniversary date (in addition to any applicable base wage increases which are awarded) for the first three years of employment until such time as he/she is at the full rate provided by the collective bargaining agreement for the employee's Work Group.

APPENDIX D

Company Service Credit Rules

Company Service Credit is based upon employment by 377
 Haynes International and by any Subsidiary Company of the Corporation and by any predecessor Company of a Subsidiary and by any Company acquired by the Corporation or by any Subsidiary thereof.

Company Service Credit of all employees who were on the 378
 payroll on the date the Haynes International, Inc. Pension Plan became effective has been established with respect to their employment prior to the date. Company Service Credit

for employment subsequent to that date and Company Service Credit for all new employees hired after that date will be determined under the following rules:

1. In case an employee receives salary, wages or commission from some Subsidiary of Haynes International, without interruption, his/her Company Service Credit begins as of date such salary, wages or commission became effective. **379**
2. In case an employee is laid off by the Company on account of reduction in force and through no fault of his/her own: **380**
 - a. If such layoff continues not more than four (4) consecutive years - Company Service Credit will be given for service prior to such layoff. **381**
 - b. If such layoff continues more than four (4) years - no Company Service Credit will be given for service prior to such layoff. **382**
3. In case of absence caused by temporary suspension of work (other than "layoff" as in Paragraph 2 above), disability or absence with leave which is authorized by the Management, employment will be considered as continuous without any deductions if it does not exceed three (3) months. However, in case such absence does exceed three (3) months, the period of absence in excess of three (3) months will not be considered as Company Service unless otherwise authorized by the Management. If an employee who is thus absent fails to return to work when able to do so and at the time designated by the Company, he/she will be considered as voluntarily terminating his/her employment and his/her Company Service Credit shall end as of the date on which such absence commenced. **383**

4. If an employee's continuous service is interrupted because of non-occupational disability as defined in Appendix F, he/she shall upon return to work, be credited with, in addition to the three (3) months provided in Paragraph 3, Company Service Credit for the period absent up to an additional three (3) months provided his/her total absence from work is not more than one (1) year and providing he/she returns to work when able to do so. **384**

5. If an employee's continuous service is interrupted because of an occupational disability as defined in Appendix G, he/she shall upon return to work, be credited with, in addition to the three (3) months provided in Paragraph 3, Company Service Credit for the period absent up to an additional nine (9) months providing his/her total absence is not more than two (2) years and providing he/she returns to work when able to do so. **385**

6. In case of rehire subsequent to voluntary termination of employment, credit will be given for service only since last date of rehire by the Company unless such employee was rehired within three (3) months after his/her voluntary termination and the Management deems it to be in the interest of the Company to authorize credit for service prior to such voluntary termination. **386**

7. In case of rehire or reinstatement subsequent to discharge for cause, credit will be given for service only since last date of rehire or reinstatement by the Company unless otherwise authorized by the Management. **387**

8. An employee may obtain the status of his/her continuous service credit by contacting the Human Resources Department. **388**

9. For the purpose of the Non-Contributory Pension Plan **389**

only those employees who retire from the active payroll of the Company under the Normal or Early Retirement or Disability Benefit provisions of the plan or where the employee's spouse is entitled to a Pre-Retirement Surviving Spouse Benefit after November 1, 1973, will have their Company Service Credit deemed to be the greater of either Plant Seniority (as defined in Article VIII, Section 1 of the Basic Agreement) or their actual Company Service Credit as determined by the above rules.

APPENDIX E

Vacation Plan

A. Vacation Schedule

1. An employee must complete one (1) year of Company Service Credit or Plant Seniority, whichever is greater, to obtain initial vacation eligibility. After attainment of said credit and during the remainder of that calendar year, he/she will receive two (2) weeks of vacation. **390**
2. During calendar years in which an employee completes from two (2) through four (4) years of Company Service Credit or Plant Seniority, whichever is greater, he/she will receive two (2) weeks of vacation. **391**
3. During calendar years in which an employee completes from five (5) through nine (9) years of Company Service Credit or Plant Seniority, whichever is greater, he/she will receive three (3) weeks of vacation. **392**
4. During calendar years in which the employee completes from ten (10) through nineteen (19) years of Company Service Creditor Plant Seniority, whichever is greater, he/she will receive four (4) weeks of vacation. **393**
5. During calendar years in which an employee completes from twenty (20) through twenty-nine (29) years of Company Service Credit or Plant Seniority, whichever is greater, he/she will receive five (5) weeks of vacation. **394**
6. During calendar years in which an employee completes thirty (30) or more years of Company Service Credit or Plant Seniority, whichever is greater, he/she will receive six (6) weeks of vacation. **395**

B. Vacation Pay

The amount paid to an employee for a week of vacation will be his/her permanent straight time hourly rate plus shift premium in effect at the time of vacation multiplied by forty (40). **396**

Vacation pay will be paid in its entirety, on a separate check the week prior to the vacation under the following condition: **397**

1. Once a check is processed by payroll; there will be no voiding of said check. **398**

C. Vacation Scheduling

1. The Company will, each November 1st publish the following year's vacation list. This list will become effective as of the first full week of January of the following year. Employees will select vacation in accordance with their Plant Seniority within their Work Group and/or Job Family, whichever is applicable. A vacation week will consist of five (5) scheduled straight time work days within a seven (7) day period, Monday through Sunday. To be eligible for a vacation an employee must work the following number of hours in the calendar year in which the vacation was earned. **399**

Full Vacation	Minimum 1040 Hours
2/3 Vacation	Minimum 780 Hours
1/2 Vacation	Minimum 520 Hours
Zero Vacation	Less Than 520 Hours

Partial Days will be paid. **400**

All hours which count as hours worked will be counted in determining eligibility. **401**

2. The vacation season may be limited to a specific period of months within the year, or to a “shutdown” period; it is understood that said “shutdown” will not exceed two (2) weeks and in the event that a specific Work Group/ Job Family is scheduled to work, said Work Group/Job Family will post, on the department bulletin board, not less than sixty (60) days prior to the “shutdown” period, notice of the need to work. Failure to schedule within the sixty (60) days prior to “shutdown” will result in the scheduling on a volunteer basis, and it is understood that no employee will be forced to work under the above provision. **402**

3. Lists will be circulated in the order of Plant Seniority. Vacation Weeks selected may or may not be consecutive at the employee’s discretion. **403**
 - a. Employees eligible for five (5) or more weeks of vacation may select up to four (4) weeks vacation provided it does not conflict with a more senior employee’s choice. **404**

 - b. Employees eligible for less than five (5) weeks of vacation may select up to two (2) weeks vacation provided it does not conflict with a more senior employee’s choice. **405**

4. Lists will be circulated a second time in order of Plant Seniority. **406**
 - a. Employees with vacation remaining to be scheduled may select additional weeks of their choice provided it does not conflict with any employee’s first choice or does not conflict with a more senior employee’s second choice. **407**

5. All eligible vacations must be scheduled by December **408**

15th on the first circulation and by January 15th on the second circulation. Vacations not scheduled by January 15th will be scheduled at the Company's discretion. However, the parties agree that employees may reschedule previously scheduled vacations provided it does not conflict with any other employee's scheduled vacations and with thirty (30) days notice. Such thirty (30) day notice may be waived with Company approval. It is understood that requests to reschedule vacations into "open" weeks will be approved on a first come basis and seniority will not be considered. Also, employees may trade vacations with prior approval of the Company and a minimum of three (3) weeks notice from involved employees.

Vacation weeks which become available after January 15th shall be offered on the basis of Plant Seniority. Notice of the availability of such week(s) shall be noted on the Work Group vacation schedule and the senior eligible employee applying for such week(s) within five (5) days will be scheduled for the available vacation week(s). **409**

6. Employees unavailable for work because of industrial injury, non-occupational illness or accident at the time of scheduled vacation may request pay in lieu of such scheduled vacation or may be allowed to reschedule such vacation so long as it does not conflict with previously scheduled vacation. **410**

7. The number of employees allowed to be on vacation at any one time will be established by the applicable department manager who will take into consideration such things as: **411**
 - a. Production Schedule
 - b. Number of Employees in Work Group or Job Fam-

- ily
- c. Availability of Relief
- d. Number of Employees on Shift
- e. Number of Employees qualified in each Job Function

Subject to paragraph 408 of the parties Collective Bargaining Agreement, the Company shall consider the entire fifty-two (52) weeks of the year for vacation purposes. **412**

- 8. An employee who transfers into another Work Group after the vacation list has been completed or has been circulated, shall be allowed to carry his/her vacation to the new Work Group. **413**
- 9. An employee who has scheduled a vacation week will be excused from any scheduled work on the weekend prior to and immediately following the employee's vacation. However, those employees whose work days fall on a Saturday and/or Sunday prior to or following their vacation week, shall be given the option to work the weekend or take it off without pay. **414**
- 10. Employees may take vacation in increments of one (1) or half (.5) day in accordance with the following schedule. **415**

<u>Eligibility</u>	<u>One Day Increment</u>	<u>Half Day Increment Out of One Day Increment Allotment</u>
2 Weeks	1 Week	2 Days – (4 separate .5 days can be used)
3 Weeks	2 Weeks	4 Days – (8 separate .5 days can be used)
4 & Above	3 Weeks	6 Days – (12 separate .5 days can be used)

Increments not used before December 31st will be paid during January of the next calendar year. The total number of employees allowed vacation on any day will be determined by management on a first come basis. **416**

11. Only vacation requested and approved prior to the start of the employee's shift taken in day or half day increments will count as time worked in computing 6th and 7th day overtime, with the exception being if a half (.5) day vacation is given to an employee who is currently at work for their second portion of their shift. **417**

12. Should a vacation day be given on an employee's fifth (5th) work day of his/her work schedule, his/her two (2) off-work days following will not be counted as an occurrence, should such off-work days be scheduled. Should a vacation day be given on an employee's first (1st) work day of his/her work schedule, his/her two (2) off-work days preceding will not be counted as an occurrence should such off-work days be scheduled. This is provided that the vacation days are scheduled at least one (1) week prior to when the days are to be taken. **418**

* Employees may request day at a time or half day vacation by phoning and speaking with any Supervisor within their Work Group who is present at the plant.

APPENDIX F

Non-Occupational Illness Pay Plan

A. Eligibility

- Employees are eligible for benefits under this plan if: **419**
1. They are hourly-paid employees and their Company Service Credit is equal to or in excess of six (6) months as determined by the Company Service Credit Rules. **420**
 2. They provide the company with a doctor's certificate as proof that their absence was due to non-occupational illness or injury, subject to confirmation by a doctor selected by the Company. **421**
 3. Such absence is in excess of three (3) consecutive calendar days. Furthermore, one (1) day at a time vacation day may be used as the three (3) day waiting period. **422**
 4. They report their absence and the cause of absence to the Medical Department within the foregoing three (3) day period. **423**
 5. The employee shall report their absence and the cause within the three (3) day period and also arrange for all documents to be obtained from the Haynes' Non-Occ Administrator, or his/her designated representative in the Human Resource Department, for its submission to their doctor whom shall return the completed documents to the Haynes' Non-Occ Administrator, or his/her designated representative in the Human Resource Department. Should the employee and/or doctor fail to provide the completed medical documentation described herein within fifteen (15) days from the start of the absence for Non-Occupational eligibility, benefits **424**

under this plan will be denied.

6. It is understood that in order for the employee to be considered for Non-Occupational benefits, the employee is responsible for ensuring that the Haynes' Non-Occ Administrator, or his/her designated representative in the Human Resource Department has sufficient access to necessary documentation and any intentional refusal to cooperate, or lack of responsiveness, by the employee with the above in providing the necessary documentation to the Haynes' Non-Occ Administrator, or his/her designated representative in the Human Resource Department shall be considered as just cause for suspension of benefits under this provision. 425
7. Should the Company require additional information following the initial three (3) day period from the injury or illness, the Company then may contact the employee's physician whom shall then provide the relevant documentation. 426
8. Absences under the non-occupational provision set forth herein shall run concurrent with the Family Medical Leave Act. 427

B. Conditions of Payment

1. Payments under this plan are made only to employees whose absence is due to non-occupational illness or injury and will not be paid to anyone eligible for Workers' Compensation benefits or anyone who has failed to cooperate in establishing their eligibility. 428
2. No payments will be made for: 429
 - a. Any period of incapacity during which the employee is not under treatment by a licensed practicing 430

- physician.
- b. Any sickness or injury caused directly or indirectly by war or riot. **431**
 - c. Any intentionally self-inflicted injury. **432**
 - d. Absence due to leave of absence. **433**
 - e. The first three (3) consecutive calendar days of illness. **434**
 - f. Any period of incapacity during which employees represented by Local No. 2958 are engaging in a work stoppage of any kind. **435**
- 3. Absences in excess of three (3) calendar days will be paid for on the basis of absence for days which normally would have been worked had the employee performed his/her regular schedule of work. **436**
- 4.
 - a. If an employee is on vacation and illness or injury occurs, the three (3) day waiting period commences as of the date illness began; however, payments will not start until the end of the vacation period. **437**
 - b. If the employee has not begun scheduled vacation and becomes eligible for payments under this plan, vacation may be rescheduled and payments will be made under this plan. **438**
- 5. Any increase in an employee's hourly wage rate which occurs while he/she is absent because of illness will be applicable to the "Non-Occupational Illness Pay Plan" during that particular illness. **439**
- 6. An employee may request that his/her check be mailed **440**

to them.

C. Amount of Benefits

1. Following the three (3) day waiting period, payments **441**
for absence due to certified nonoccupational illness or
injury will be made for a period of time dependent upon
the employee's Company Service Credit as follows:

Over 6 months but less than 2 years 10 Weeks **442**

Over 2 years but less than 4 years 14 Weeks

Over 4 years but less than 5 years 18 Weeks

Over 5 years but less than 7 years 22 Weeks

Over 7 years but less than 9 years 24 Weeks

9 years or more 26 Weeks

2. The parties agree that the Company will pay 85% of the **443**
employee's basic weekly earnings computed at his/her
straight time hourly rate excluding all premiums.

3. Total benefits under this plan will be limited to a twelve **444**
(12) month period, January 1 to December 31. Any ab-
sence, due to a certified non-occupational illness or in-
jury, extending into the next calendar year will be con-
sidered as being in the calendar year in which it began.

4. The above schedule is for a five (5) day, forty (40) hour **445**
workweek and would not apply in case of a reduction
of working hours in which case a reduction in sick pay
would be made. In case of an extended work schedule,
more than a five (5) day forty (40) hour workweek, the
above schedule of payments will not be exceeded.

5. Temporary Medical Restriction

If an employee has exhausted his/her insurance benefits and is not eligible for a total or total and permanent disability status and has a temporary medical restriction preventing him/her from returning to work, the Company will consider him/her in an interim status as though he/she were in a total disability not to exceed six (6) months. 446

APPENDIX G

Occupational Disability Pay Plan

A. Eligibility

Provided the conditions of payment outlined in B below are met, an employee will receive occupational disability payment for absence caused by illness or injury resulting from employment with the Company, which is determined to be compensable under the Indiana Workers' Compensation Law. 447

B. Conditions of Payment

The Company may withhold such payment:

1. For any instance where it is determined that the employee's injury or illness resulted from his/her negligence or violation of plant safety rules and practices. 448
2. If the employee is not complying satisfactorily with the instructions of the physician in charge of his/her case or fails to cooperate with the Company or its physician with respect to keeping appointments and continuing eligibility. 449

3. If the employee fails to report the incident which caused the injury or illness to his/her supervisor or Medical Department immediately but no later than three (3) days after the occurrence. 450

C. Amount of Payment

1. The parties agree that the Company will pay 90% of the employee's basic weekly earnings computed at his/her straight time hourly (excluding all premiums) rate for his/her scheduled work day following the day of the injury; minus the sum of Workers' Compensation benefits. 451
 2. Occupational disability payments will be made by the Company for the period of disability, but in no case for a period longer than fifty-two (52) weeks. 452
 3. Employees who are injured on the job and returned to work after the beginning of the work week and work the weekend will be compensated at the appropriate overtime rate. 453
 4. An employee may request that his/her check be mailed to him/her. 454
- D. The Workers' Compensation Chairperson will, upon request to the Company Safety Representative, be provided with reasonable information concerning Workers' Compensation claims. Upon request, the Chairperson will be permitted to meet with the Company Safety Representative and the affected employee at a mutually agreeable time concerning such information, without loss of pay. However, in keeping with the Americans with Disabilities Act (A.D.A.), nothing within this Agreement shall allow the Union to have access to medical records without written permission from the employee involved. 455

APPENDIX H

Lay-Off Allowance Plan

A. Purpose of the Plan

This plan is intended to assist an employee laid off on account of lack of work, pending the location of another position or during the waiting period for Unemployment Compensation benefits. **456**

B. Conditions Governing Payment

1. The layoff allowance will be in addition to any vacation pay which may be payable under the Company Vacation Plan. **457**
2. In cases involving layoff for lack of work, it is Company policy to give as much advance notice as feasible, whether or not layoff allowance is also payable under the plan. **458**
3. A layoff allowance is payable to an employee who has three (3) months or more of Plant Seniority and who is laid off on account of lack of work, unless the layoff is less than 21 days. In preference to being laid off because of lack of work, an employee who is eligible for early retirement benefits under the Pension Plan may elect to retire and draw such benefits. Even if he/she makes this election, layoff allowance will be payable to him/her. **459**
4. A layoff allowance is not payable to an employee who terminates his/her employment voluntarily, who is discharged, or who is granted leave of absence. However, an employee, who is laid off while on an approved leave of absence will receive the layoff allowance to which he/she is entitled. **460**

5. Unless approval is given by the Company to make the payments in a lump sum or otherwise, payments of layoff allowance will be made of the regular pay days during the respective authorized periods. 461

C. Re-employment

In case an employee is re-employed by the Company after he/she has been paid a layoff allowance, his /her Plant Seniority for any subsequent layoff consideration shall start from the date of such re-employment. 462

Employees returning to work from a layoff status will have their Health Insurance coverage effective the day they return to work. 463

D. Schedule of Payments

A layoff allowance will be paid to an employee eligible, therefore, under this plan in accordance with the following schedule. The amount will be calculated at the employee's highest permanent straight time hourly rate during the thirty calendar days preceding his/her lay-off, excluding all premiums. 464

**LAYOFF ALLOWANCE
CREDIT**

PLANT SENIORITY

No allowance

Under three (3) months

Same proportion of two (2) weeks' as completed months of service are to twelve (12) months

Three (3) months and under one (1) year

(Example: Layoff Allowance Eligibility of eight (8) months of Plant Seniority equals eight-twelfths (8/12) of two (2) weeks pay.)

Two (2) weeks pay	One (1) year and under three (3) years
Three (3) weeks pay	Three (3) years and under five (5) years
Four (4) weeks pay	Five (5) years and under seven (7) years
Six (6) weeks pay	Seven (7) years and under ten (10) years
Eight (8) weeks pay	Ten (10) years
Same as for ten (10) years, plus, one-half (1/2) week additional year of Company Service Credit or Plant Seniority, whichever is greater.	Eleven (11) years and over

APPENDIX I

Equity

1. No employees pay will be reduced due to changes in qualifying criteria or combinations of Work Groups included in this Agreement. 465
2. All employees receiving \$.66 per hour equity as of July 3, 1988, will continue to receive the equity rate for the term of the contract. No additional employees promoted during the term of the Agreement will receive the equity rate. 466
3. Employees currently displaced and who were paid \$.66 per hour prior to being displaced will receive the \$.66 per hour equity when returned to his/her position. 467

PENSION AND INSURANCE AGREEMENT

This agreement relating to a pension plan and insurance plan is entered into on July 1, 2023, by and between Haynes International, Inc., Kokomo, Indiana (hereinafter referred to as the “Company”) and the United Steelworkers, on behalf of Local Union 2958 (hereinafter referred to as the “Union”). 468

The Company and the Union hereby agree upon the maintenance of the of the Pension Plan as amended and the group Insurance Plan as amended for the bargaining unit employees represented by the Union at the Company’s Kokomo, Indiana plant subject to the following terms and conditions: 469

PART A - PENSION PLAN

1. Benefits are available under the Pension Plan to employees who retire on or after the effective date of this Agreement as set forth in the Summary Plan Description (SPD). Notwithstanding the preceding provisions or any other provisions contained in this Agreement to the contrary, any bargaining unit employee who is first hired or re-hired (unless such re-hired employee has not incurred a break in service under the Pension Plan) after the effective date of this Agreement shall not be eligible to participate in or accrue future benefits under the Pension Plan. 470
2. It is understood that if any dispute shall arise between the Company and any bargaining unit employee under the Pension Plan as to: 471
 - a. The calculation of his/her Vesting Service or Benefit Service, 472
 - b. The age of the employee; 473

c. The average straight-time monthly earnings used in calculating his/her Pension or Disability Benefit. 474

Then such dispute may be taken up through the Grievance Procedure of the principle Collective Bargaining Agreement 2.between the parties then in effect. 475

It is understood that an employee who retires, other than one drawing a Disability Benefit, will have no rights to resume active employment with the Company. 476

3. If any dispute shall arise between the Company and any bargaining unit employee, as to whether such employee is, or continues to be, totally and permanently disabled within the meaning of the Pension Plan, such dispute shall be resolved upon the prompt filing of a claim by the employee, as follows: 477

The employee shall be examined by a physician appointed for the purpose by the Company and by a physician appointed for the purpose by the Union. If they disagree concerning whether the employee is totally and permanently disabled the question shall be submitted to a third physician selected by such two physicians. The medical opinion of the third physician after examination by him/her of the employee and consultation with the other two physicians shall be final and binding on the Company, the Union and the employee. The fees and expenses of the third physician shall be shared equally by the Company and the Union. 478

4. The obligation of the Company to maintain the Pension Plan, as herein provided, is subject to the requirement that approval by the Internal Revenue Service for the amended Plan is maintained continuously as: 479

a. Qualifying under Section 401 of the Internal Rev- 480

enue Code or any other applicable section of the Federal tax laws (as such Sections are now in effect or are hereafter amended or enacted); and

- b. Entitling the Company to deduction for payments under the plan pursuant to Section 404 of the Internal Revenue Code or any other applicable section of the Federal tax laws (as such Sections are now in effect or are hereafter amended or enacted). **481**

In the event that any revision in the Pension Plan is necessary to maintain such approval, the Company and the Union shall meet to discuss the issue for the purpose of reaching agreement on such revision, it being understood that such revision shall be held to a minimum, adhering as closely as possible to the intent expressed in the Pension Plan and in this Agreement. **482**

- 5. The Pension Plan referred to in this Agreement shall be non-contributory. It is understood however, that an eligible bargaining unit employee who is a participant at the close of business on the day preceding the effective date of this Agreement in the contributory Retirement Plan for employees of the Company may continue to participate in the Plan, but such participation will in no manner render him/her ineligible for the non-contributory pension benefits as provided in the Pension Plan described and set forth in the SPD. **483**

- 6. An employee who retires and takes a full-time position with another employer will have primary medical benefits as provided by his/her new employer. Haynes International will only be a secondary insurer for the term of that employment. **484**

All employees hired before July 1, 2007, are participants in Haynes International Pension Plan. A copy of the **485**

SPD is available in the Benefits Department.

PART B - GROUP LIFE INSURANCE PLAN

1. Benefits available under the Group Life Insurance Plan to eligible employees who participated in the Plan are set forth in the SPD. **486**
2. Participation in the Group Life Insurance Plan shall be on a voluntary basis. **487**
3. The costs to employees for Basic Life Insurance and Supplemental Life Insurance are set forth in the SPD. Each participating active employee shall pay his/her cost of the Group Insurance Plan by payroll deduction pursuant to his/her written authorization on a form supplied by the Company. An early retiree who elects the option to continue the full amount of (a) his/her Basic Life Insurance or (b) his/her Basic and Supplemental Life Insurance up to age 65, shall make his/her payments in advance monthly through deduction. **488**
4. In the event of the enactment or amendment of any Federal or State law providing for benefits similar, in whole or in part, to those covered by Part B of this Agreement, and requiring either (a) compulsory participation by an employee or the Company; or (b) compulsory payment of taxes or contributions by any employee or by the Company; or (c) benefits costs either to the employee or the Company different from those provided for under Part B of this Agreement, then the parties hereto agree that they will amend this Agreement so as to provide that the total cost to the Company for insurance benefits of whatsoever nature for its employees will not be greater in amount than such costs as provided by law or by Part B of the Agreement, whichever costs are greater. **489**

5. The Company shall retain the right to arrange coverage through other Carriers. If Carriers are changed, the existing level of benefits will be maintained. **490**

6. The administration of the Group Life Insurance Plan hereunder and payment of benefits under the Plan shall be handled directly by the Carrier, it being understood that a claimant whose benefits claim is denied may contest such denial with the Carrier; but that he/she shall have no redress whatsoever against the Company. It is agreed, however, that in any case which an employee claiming benefits under the Group Life Insurance Plan and desiring to file such claim with the Carrier, becomes engaged in a non-medical factual dispute with the Company in connection with such claim (such as, for example, but not limited to, disagreement over his/her earnings, group eligibility, employment status, amount of Company Service, or other non-medical factual question) such employee and the Union may process such dispute through the Grievance Procedure set forth in this Collective Bargaining Agreement. It is agreed that any arbitration award as to such factual dispute shall be final and binding upon the parties hereto and the employee thereafter may present his/her claim to the Carrier on the basis of the facts as determined by said award. **491**

It is agreed, however, that any and all medical questions in dispute shall be determined solely by the Carrier. **492**

PART C - GENERAL PROVISIONS

1. During the term of this Agreement, the Company Service of an employee for the purpose of determining eligibility for benefits under the Pension Plan and Group Life Insurance Plans, and of computing the amounts of **493**

such benefits, shall be determined in accordance with the respective plan documents and the provisions set forth in the Collective Bargaining Agreement then in effect between the parties.

2. The Union will not cause or permit its members to cause, nor will any member of the Union take part in any strike, either sit-down, stay-in or any kind or strike or any other kind of interference or any other stoppage, total or partial, during the term of the Agreement for the purpose of obtaining any change in the terms and conditions of this Agreement. The Company shall have no obligation to negotiate or bargain with the Union with respect to pension and group life insurance benefits during the terms of this Agreement, except as the Agreement specifically provides otherwise. 494

3. This Pension and Group Life Insurance Agreement shall be effective July 1, **2023** replacing all prior agreements pertaining to pensions and group life insurance, including any amendments to such prior Pension and Group Life Insurance Agreements. It shall remain in effect until 11:59 P.M., June 30, **2028** and shall automatically continue thereafter for further periods of one (1) year each from its applicable expiration date unless either party notifies the other in writing, not less than sixty (60) days nor more than ninety (90) days prior to its applicable expiration date that a discontinuance or modification is desired. In the event of such notification, negotiations between the parties shall begin within fifteen (15) days following such notification. If no agreement is reached pursuant to negotiations: (1) the dispute shall not be subject to arbitration, and (2) regardless of the no-strike commitments set forth in the principle Collective Bargaining Agreement, the Union may initiate a strike in support of its position in the dispute within 48 hours following the expiration of the Pension and 495

Group Life Insurance Agreement.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives on the date first written above.

496

UNITED STEELWORKERS

**HAYNES
INTERNATIONAL**

HAYNES INTERNATIONAL, INC.
MEDICAL PLAN

This agreement relating to the Haynes International, Inc. **497**
Medical Plan entered into on July 1, **2023** by and between
Haynes International, Kokomo, Indiana (hereinafter referred
to as the “Company”) and the United Steelworkers, on be-
half of Local Union No. 2958 (hereinafter referred to as the
“Union”).

The Company and the Union hereby agree upon the main- **498**
tenance of a medical plan for the bargaining unit employees
represented by the Union at the Company’s Kokomo Plant,
subject to the following terms and conditions. Furthermore,
the terms and conditions of the Haynes International, Inc.
Medical Plan are outlined in the Summary Plan Description.

1. The Company may change carriers with the objective **499**
of maintaining satisfactory service and economy. If car-
riers are changed, the existing level of benefits will be
maintained. Furthermore, the Company endeavors to
maintain the existing level of benefits and will contin-
ue to investigate options to improve service and quality
and reduce costs.
2. The Plans will be administered by the respective carrier. **500**
An employee may contest denial of his/her claim with
the carrier but will not have redress against the Compa-
ny.
3. If a participating employee or member of his/her fami- **501**
ly is eligible to receive benefits under another group or
statutory plan providing hospital – surgical - medical
- major medical benefits, then the benefits available un-
der this supplemental Agreement will be coordinated
with those available from any other such plan so that no
more than 100% of the “allowable expenses” incurred
will be paid by the applicable plans.

“Allowable expense” is any necessary reasonable and customary items of expense covered in full or in part under any one of the plans involved. In a situation where this coordination of benefits provision applies, one of the plans involved is the primary plan and the others are secondary plans. The primary plans pay its benefits first without consideration of the other plans. The secondary plans then make up the difference up to the total “allowable expense”. No plan will pay more than it would have paid without this coordination of benefits provision. If one plan has no such provision, it automatically is the primary plan and pays its benefits first. A plan may be primary if it covers the individual for whom the hospital –surgical - medical - major medical services were rendered as an employee and secondary if it covers the individual as a dependent. However, the individual with the earlier birthday in the year is the primary and the other individual’s coverage will be secondary (“The Birthday Rule”) for covered dependents. 502

Any statutory plan providing hospitalization and/ or surgical – medical - major medical benefits will be the primary plan. 503

4. In the event State or Federal law is enacted or amended to provide benefits similar in whole or part to those provided by this Agreement and requiring the Company to pay (by taxes, contributions or otherwise) in whole or in part for such benefits, then this Agreement will be amended so that the total cost to the Company for medical benefits for its employees shall not be greater than the cost as provided by law or by this Agreement, whichever is greater. 504
5. Effective October 1, 2002, all employees covered under this Agreement are required to pay for portions of Health Care items as outlined in the SPD. Highlights of 505

the Hourly Current Schedule follows. These amounts will be in effect for the term of this agreement.

HOURLY CURRENT PLAN DESIGN (HIGHLIGHTS ONLY)				
	In Network		Out of Network	
Monthly Premium	\$225 Individual \$400 Employee + 1 \$600 Family		\$225 Individual \$400 Employee + 1 \$600 Family	
Annual Premium Maximum		<u>Individual</u>	<u>Employee + 1</u>	<u>Family</u>
	01/01/2025	\$230.50	\$410.00	\$615.00
	01/01/2026	\$236.50	\$420.00	\$630.00
	01/01/2027	\$242.50	\$430.00	\$645.00
	01/01/2028	\$249.00	\$440.00	\$660.00
Deductible	\$300 Individual \$600 Family		\$600 Individual \$1200 Family	
Out of Pocket Maximum (Includes Deductible, Excludes Rx)	\$300 + \$500 = Individual; \$600 + \$1000 = Family		\$600 + \$1000 = Individual; \$1200 + \$2000 = Family	
Lifetime Maximum	None			
Office Visits & Consultants	\$20 Copay per visit Deductible does not apply		Covered at 60%	
Laboratory Tests & X-rays	Covered at 80%		Covered at 60%	
Allergy testing & treatment	\$20 Copay per visit Deductible does not apply		Covered at 60%	
Preventive Care Includes routine physical exams & Immunizations	\$20 Copay per visit Deductible does not apply (Other services at 80% bypassing deductible)		Covered at 60%	
Maternity Services	Covered at 80%		Covered at 60%	
Inpatient hospital room & misc. services	Covered at 80%		Covered at 60%	
Inpatient physician's visits	Covered at 80%		Covered at 60%	
Surgeon & Anesth. Inpatient & Outpatient	Covered at 80%		Covered at 60%	
Skilled nursing facility	Covered at 80%		Covered at 60%	

HOURLY CURRENT PLAN DESIGN (HIGHLIGHTS ONLY)

	In Network	Out of Network
Emergency Room	\$50 Copay per visit, waived if admitted to hospital Deductible does not apply	\$50 Copay per visit, waived if admitted to hospital
Urgent Care	\$35 Copay per visit Deductible does not apply	Covered at 60%
Ambulance Services	Covered at 80%	Covered at 60%
Durable Medical Equip.	Covered at 80%	Covered at 60%
Out -patient Therapies including: <input type="checkbox"/> Physical <input type="checkbox"/> Occupational <input type="checkbox"/> Speech Therapy * Thereafter, subject to Medical Necessity	\$20 Copay per visit Deductible does not apply 35 visits * 20 visits 20 visits Combined in Network & Out of Network Limits	Covered at 60% 35 visits * 20 visits 20 visits Combined in Network & Out of Network Limits
Chiropractic Care	\$20 Copay per visit Deductible does not apply; 12 manipulations per calendar year	Covered at 60% 12 manipulations per calendar year; combined with in-network limit
Mental Health/ Substance Abuse In-patient Psychiatric Treatment	Covered at 80%	Covered at 60%
Out-patient Psychiatric Treatment	\$20.00 per visit	Covered at 60%

HOURLY CURRENT PLAN DESIGN (HIGHLIGHTS ONLY)		
	In Network	Out of Network
In-patient Substance Abuse	Covered at 80%	Covered at 50%
Out-patient Substance Abuse	\$20 per visit	Covered at 50%
Human Organ & Tissue Transplants	Covered at 100%	Covered at 50%
Prescription drugs Retail Pharmacy 30 day Supply	30% Copayment	30% Reimbursement
Mail Order 90 Day Supply	30% Copayment	30% Reimbursement
Dependent Limiting	Age 26; end of the month	
Precertification	Precertification is required on all in-patient hospital. Provider is responsible	Precertification is required on all in-patient hospital. Failure to Precertify will result in a flat \$300 penalty

All services payable are based on reasonable and customary regardless of provider network. Copays and deductibles apply unless stated otherwise. Prescription drug copays do not apply to deductible or out of pocket maximum. 506

If you use a Preferred Provider Organization (PPO) provider, your share will be based on reasonable and customary. The provider cannot bill you for amounts over and above the reasonable and customary. The provider can bill for copays, deductible, and coinsurance amounts. Visit limits are combined both in and out of network. 507

6. If the coverage or coverages provided by the Company are found to cause the plan to be in violation of any provision of federal or state law or regulation for any reason (including, but not limited to, any interpretation of the Patient Protection and Affordable Care Act, the Healthcare and Education Reconciliation Act, their implementing regulations or any other federal or state law or regulatory system, plan or scheme governing health care), the parties agree that they will meet and confer regarding potential alternative options. 508

If an excise tax is enacted, e.g., the Cadillac Tax, the Parties agree to meet and reach an agreement which preserves the value, cost-sharing, and design of the Plan. In no event may either Party declare impasse because of mid-contract health insurance changes proposed by either Party. Throughout the entire process described in this Paragraph, the Parties agree that both the USW and the Company shall have full access to the grievance and arbitration procedure. 509

7. The Haynes International, Inc. Medical Plan shall remain in effect until June 30, 2028, subject to the follow- 510

ing provisions:

During the sixty (60) day period prior to 11:59 P.M., June 30, 2028 the parties will meet, by mutual arrangement, to negotiate on the renewal or modification of these plans. If no agreement on their renewal or modification is reached by 11:59 P.M., June 30, 2028 then, the Haynes International, Inc. Medical Plan, as it relates to this Agreement, shall expire on June 30, 2028.

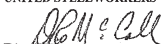
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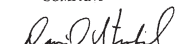
IN WITNESS WHEREOF, the Union and the Company, by their duly authorized representatives, have signed this Agreement on 7-1-2023.

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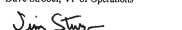
UNITED STEELWORKERS

COMPANY

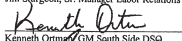

D. R. McCaskey International President

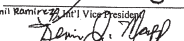

Dave Strobel, VP of Operations

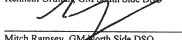

John E. Shinn, Int'l Secretary-Treasurer

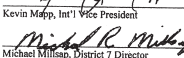

Jim Sturgeon, Sr. Manager Labor Relations


Emil Ramirez, Int'l Vice President


Kenneth Ortman, GM South Side DSO

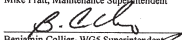

Kevin Mapp, Int'l Vice President

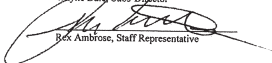

Mitch Ramsey, GM North Side DSO

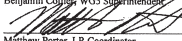

Michael Millsap, District 7 Director


Mike Pratt, Maintenance Superintendent

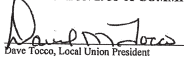

Wayne Dale, Sub3 Director


Benjamin Collier, WG5 Superintendent

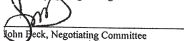

Rex Ambrose, Staff Representative



Matthew Porter, LR Coordinator

LOCAL UNION 2958-01 COMMITTEE


Dave Tocco, Local Union President


Steve Leming, Negotiating Committee


John Beck, Negotiating Committee


Desmon Williams, Negotiating Committee


Joe Fields, Negotiating Committee


Zach Keller, Negotiating Committee

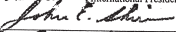
AGREEMENT BETWEEN THE COMPANY AND THE UNION

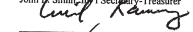
The Company and Union have agreed to an Apprenticeship 513
Program which is contained in a separate document entitled
Skilled Trades and Apprenticeship Standards dated July 1,
2023 which is made a part of this Agreement.

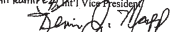
IN WITNESS WHEREOF, the Union and the Company, by their duly authorized
representatives, have signed this Agreement on 7-1-2023.

UNITED STEELWORKERS


D. R. McCull, International President

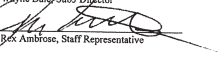

John P. Shinn, Int'l Secretary-Treasurer


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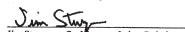

Michael Millsap, District 7 Director


Wayne Dale, Sub3 Director


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COMPANY


Dave Strobel, VP of Operations


Jim Sturgeon, Sr. Manager Labor Relations


Kenneth Ortman, GM South Side DSO


Mitch Ramsey, GM North Side DSO


Mike Pratt, Maintenance Superintendent


Benjamin Collier, WGS Superintendent


Matthew Porter, LR Coordinator

LOCAL UNION 2958-01 COMMITTEE


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Steve Leming, Negotiating Committee


John Beck, Negotiating Committee


Desmon Williams, Negotiating Committee


Joe Fields, Negotiating Committee


Zach Keller, Negotiating Committee

LETTER OF INTENT

Temporary Summer Help

In order to maintain a constant flow of material throughout the plant during the summer vacation months, (May through August), the Company and Union have agreed to the following:

1. To hire temporary summer help using the in-house referral system.
2. The rate of pay for temporary summer help shall be \$11.00 per hour plus applicable shift premium.
3. Temporary summer help shall have no rights to the Collective Bargaining Agreement.
4. Temporary summer help may be asked for overtime only when their Work Group/Job Families have exhausted their overtime procedure and plant overtime procedure.

Lynn G. Smith
Senior Manager of
Labor Relations

Rex A. Ambrose
President, United Steelworkers
Local 2958

LETTER OF INTENT

Miscellaneous Items

1. Will ask all Heater classification on the basis of off-going/incoming first when performing roll changes on open hearth furnaces; however, this will not restrict the use of other qualified personnel.
2. The Company will match employee 401K contributions at a rate of 50% up to 3% except as provided in the following paragraph 3.
3. Effective July 1, 2007, participants of the Haynes International, Inc. Combined Profit Sharing and Savings Plan (the "Plan") who are eligible to receive a matching contribution and who are not accruing a benefit under the Haynes International, Inc. Pension Plan will receive a matching contribution equal to 60% of their salary deferrals up to 8% of Compensation. For employees who are currently employed as of July 1, 2018, the Company shall make a one-time \$500 contribution directly into a 401(k) account established for each employee who is not accruing a benefit under the Haynes International, Inc. Pension Plan. In the event they do not have an account already established, one will be established for them.
4. Retirement supplement will now be paid until the employee reaches full Social Security age.
5. Retirement supplement is \$8.00.
6. Pension multiplier is .016.

7. Insubordination, as defined in the Company Rules, shall be changed to read: “Employee refusing to comply with a direct order after being informed that his/her refusal would be considered insubordinate.”

Jim R. Sturgeon
Senior Manager,
Labor Relations

Rex A. Ambrose
President United Steelworkers
Local 2958

LETTER OF INTENT

Christmas Holidays

An employee who works during the Christmas holiday week shall have the option to receive holiday pay plus time and one-half or time and one-half and an additional day of vacation that shall be taken within six (6) months of such holiday worked as per Appendix E, Section C, Sub-section 7, Paragraph 411.

Lynn G. Smith
Senior Manager of
Labor Relations

Rex A. Ambrose
President United Steelworkers
Local 2958

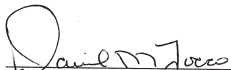
WG-6 SIDE LETTER OF AGREEMENT

- The Company will pay 2 employees at Nuclear level pay for all hours worked.
- The Company will pay 6 employees at Level 2 pay for all hours worked.
- Any employee that is qualified at Nuclear, Level 2, or Level 1 that is not either one of the two Nuclear employees that receives Nuclear level pay for all hours worked and is also not one of the six Level 2 employees that receives Level 2 pay for all hours worked shall receive Nuclear, Level 2, or Level 1 pay when they perform work at their highest level of complete qualification.
- When an employee in this category performs work in this regard, the employee shall receive the highest level of pay for the entire shift in which they performed the work. When an employee becomes completely qualified at Level 2 but is not one of the two Nuclear or one of the six Level 2 qualified employees, then the employee shall receive Level 1 pay for all hours worked. All current NDT qualified inspectors shall be placed at whatever their certification level is at the time this side agreement is made.
- Any employee that is either one of the 2 Nuclear or one of the six Level 2 qualified employees cannot refuse to perform work at the highest level in which they are qualified.
- Normal seniority rules apply for obtaining sonic personnel.
- Nuclear level work is normally performed on 1st shift. Accordingly, if a Nuclear qualified employee is needed on 1st shift, then the Company has the right to temporarily move the Nuclear qualified employee to 1st shift until the need ends.
- Once qualified for NDT Level 1, an employee has 12 months to achieve Level 2 qualification; otherwise, the employee is reduced to Inspector A. Employees will not be penalized if work levels do not allow progress in training to Level 2.
- NDT pay to start after successful completion of all Level requirements.
- If any level is unsuccessful or if employee drops out of NDT program, then employee has mandatory 1-year waiting period before employee can apply or request to qualify for NDT level.
- Each employee in WG6 will have the opportunity to train. A senior employee has preference over junior employee as to order of training prior to training beginning. The Company will attempt to see that employees get trained as quickly as they potentially can be trained.

Dated: July 1, 2023



Jim R. Sturgeon
Senior Manager, Labor Relations



David Tocco
President, USW Local 2958

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2024

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2027

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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

April

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

May

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

June

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

2028

January

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

July

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29				

August

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

March

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

April

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

May

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

June

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

