

AGREEMENT

Between

Hussey Copper
Bar Plant

and

United Steel, Paper and Forestry,
Rubber, Manufacturing, Energy, Allied
Industrial and Services Workers
International Union, AFL-CIO, CLC

On Behalf of

Local 1693-21
District 8

10/1/2022 to 10/4/2025

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AGREEMENT

This Agreement is made and entered into this 1st day of October, 2022, by and between Hussey Copper, Bar Plant, Eminence, KY and its successors (hereinafter referred to as the “Employer” or “Company”) and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and service workers International Union, (hereinafter referred to as the “Union” or the “U.S.W.”)

WHEREAS, it is the intent and purpose of the parties hereto that this agreement will initiate cooperative industrial and economic relationships between the Company, the Union and all the employees of the Company (as hereinafter defined) and to set forth herein the basic agreement covering rates of pay, hours of work, and conditions of employment to be observed by the parties, it is therefore understood and agreed between the parties as follows:

ARTICLE I --- RECOGNITION

Section 1. The Company recognizes United Steelworkers as the exclusive bargaining representative concerning wages, hours, rates of pay, and other conditions of employment of all production and maintenance employees at its Hussey Copper, Bar Plant Eminence, KY Plant, excluding office employees, Supervisors, Security Guards, Engineering personnel, Quality Control Technicians and Environmental/Waste Treatment Technicians.

Section 1-A. The Provisions of Article 1, Section 2-A and Section 3 paragraph 1 below shall not apply because Kentucky Law currently prohibits this form of Union security. In the event Kentucky Law is repealed or modified, and such prohibition is removed in whole or part, the provisions of Section 2-A and Section 3 paragraph 1 shall apply to the extent and under the conditions permitted by law.

Section 2-A. To the extent allowed by law, it shall be the condition of employment that all employees of the employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are hired on or after its effective date shall at the completion of their probationary period become and remain members in good standing in the Union.

Section 2-B. The Company shall have the exclusive right to determine the source of applicants for employment and shall be the sole judge of the requirements and qualifications of such applicants. The Company and Union will mutually work together in the process of interviewing prospective employees. The final hiring decision will remain solely with the Company.

Section 3. Checkoff: As a condition of employment, all employees covered by the Agreement will at the expiration of their plant probationary period become members of the Union and remain members of the Union during the term of this Agreement, to the extent of paying an initiation fee and the weekly membership dues uniformly required of all Union members as a condition of acquiring or retaining membership in the Union. Membership in the Union will be subject to the limitations of any State or Federal laws.

During the life of this Agreement, the Company agrees to deduct from the wages of each employee, in accordance with the expressed terms of a signed, voluntary authorization to do so, the membership dues of the Union which includes monthly dues and initiation fees in the amount designated by the International Secretary/Treasurer. Said deductions will be forwarded at the end of the month, indicating the name, address and date of hire, to: International Secretary/Treasurer, at the address which he authorized for this purpose, together with Form R-115 with a check-off showing the names of each

employee, the amount of the dues and initiation fees collected from each employee's wages, the number of the Local Union and furnish the Sub-District office with a copy of said check-off list. All checks will be made payable to "International Secretary/Treasurer, UNITED STEELWORKERS".

- a. Deductions on the basis of authorization card submitted to the Company will commence with respect to dues for the week in which such card becomes effective.
- b. In case of earnings insufficient to cover deductions of dues, the dues will be deducted from the next pay in which there are sufficient earnings.
- c. The Union will be notified of the reasons for non-transmission of dues in case of interplant transfer, layoff, discharge, resignation, leave of absence, sick leave, retirement, death, or insufficient earnings.
- d. The Company will upon individual request to the Personnel Department, advise in writing the amount of Union dues deducted from wages during the previous calendar year.
- e. If an overcharge is made in making payroll deductions for dues and initiation fees, the Union will be responsible for adjustment of such claim with the individual member and the individual member will hold the Company harmless for having wrongly made such deductions.
- f. At the time of his/her employment, the Union will make available to each new employee an authorization for the check-off of Union dues in the form agreed upon. A copy of the authorization card for the check-off of the Union dues will be forwarded to the financial secretary of the Local Union and a copy will be forwarded to the employee who signed the authorization and human resources.
- g. Dues for any week will be deducted in accordance with the United Steelworkers Constitution. A copy of the USW procedures will be given to the Company accounting department.
- h. The Union will have a one-hour (1) new hire orientation period before the employee starts production work.

Indemnity Clause

The Union will indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that will arise out of or by reason of action taken by the Company for the purpose of complying with any of the provisions of the Section.

Section 4. – PAC Check-off: The Company will check off and transmit to the Treasurer of the United Steelworkers Political Action Committee (USW/PAC), voluntary contributions to the USW Political Action Fund from the earnings of those employees who voluntarily authorize such contributions on forms provided for that purpose by the USW/PAC.

The parties acknowledge that the costs of implementing and administering the USW/PAC check-off program would be an obligation of the Union and that the estimated costs of such implementation and administration of the program have been incorporated by the Company in its valuation of the collective bargaining negotiation settlement. The Union, however, will be responsible for the cost of printing and distributing voluntary USW/PAC wage deduction authorization forms. It is specifically agreed that the USW/PAC check-off plan will be implemented as follows:

- a. Effective October 20, 2003, the Company will deduct, on a weekly basis, such voluntary employee contributions to the USW/PAC. The amount and timing of such USW/PAC wage deductions and the transmittal of such voluntary contributions to the USW/PAC shall be as specified on forms provided by the USW and in conformance with any applicable State or Federal statute. Said deductions will be forwarded to USW/PAC Administrative Office (5 Gateway Center, Pittsburgh, PA 15222) on a monthly basis. A report will also be forwarded which will list the names, social security numbers, addresses, and amounts of deductions for USW/PAC contributions which have been withheld pursuant to this Agreement during and immediately preceding the payroll period.
- b. The signing of such USW/PAC check-off forms and the making of such voluntary contributions are not conditions of membership in the Union or of employment with the Company.
- c. The United Steelworkers Political Action Committee, which is connected with the United Steelworkers a labor organization, solicit and accept only individual voluntary contributions, which are deposited in an account or accounts separate and segregated from the dues-funds of the Union. Those separate and segregated funds are used for political purposes including, but not limited to, making contributions to or expenditures for candidates for federal, state and local offices and addressing political issues of public importance.

Section 5 – Non-Discrimination: The Company and the Union agree that they will not discriminate against any employee because of his or her race, creed, color, religion, sex, national origin, age, qualified mental or physical handicap, or any Veteran or because of any employee’s participation in Union affairs. Whenever the masculine or feminine pronoun is used in this Agreement, it shall be deemed to mean either sex.

ARTICLE II --- WAGES

- A. The hourly wage scale of rates for the respective job grades shall, for the term of Agreement, be in accordance with Schedule “A”. Effective May 11, 2022, the “new hire” wage rate will be 95% of Schedule “A” for twelve (12) months, then 100% of Schedule “A”. This will not apply to Maintenance positions.
- B. A premium of Sixty (\$0.60) per hour shall be paid for hours worked between 3:00 p.m. and 11:00 p.m. and a premium of Sixty (\$0.60) per hour shall be paid for hours worked between 11:00 p.m. and 7:00 a.m.
- C. When an employee is assigned temporarily to a lower rated job for one (1) hour or more for the convenience of the Company, he/she will receive his/her regular rate of pay plus \$1.00 per hour while assigned to such work. If, however, an employee is assigned temporarily to a higher rated job, he/she will receive the job grade rate being paid for the job to which he/she is assigned plus \$1.00 per hour.
- D. Bereavement Pay - In the event of a death in his/her immediate family (Father, Mother, Spouse, Children, Brother, Sister, Mother-in-law, Father-in-law, Grandfather, Grandmother, Grandchildren, Partner), the employee shall be entitled to a maximum of three (3) days off with pay for the time lost from scheduled work due to the death, for either a traditional funeral or a memorial service. Such time off may be taken at the time of the death or at a later time within a

period up to six months. Time so lost shall be compensated up to a maximum of eight (8) hours per day at the employee's hourly rate of straight time earnings. An employee will not receive funeral pay when it would duplicate pay received for time not worked for any other reason. (Father, Mother, Children, Brother and Sister include "Step Relations".)

Documentation Required - The Company will permit a maximum of two (2) unpaid days for Funeral Leave for Aunt, Uncle, Niece, Nephew, Spouse's Grandparents or Cousin per calendar year without assessing attendance points, provided that the employee requests the leave 24 hours prior and provides proof of attendance from the funeral home to show attendance upon return. Proof of attendance can be the program or an "in memory of" card. Any paid time used in this section shall count as time worked for the purpose of computing overtime.

- E. Incentive Plan - based on production over 340 lbs/man-hour. The plan will pay out at 1.00 cents per pound for every pound over 340 lbs/man-hour for up to a maximum of 400 lbs/man-hour. The pounds will be the pounds produced across the scales for a given month. The man-hours will be out of the payroll system. The incentive will be paid out at the appropriate wage rate and will be paid on hours worked, time off for vacation, jury duty, death in the immediate family, and approved Union leave will be paid under this incentive program. The Company and Union will agree to establish a committee to be trained on the fundamentals of the incentive program. Each committee shall have two (2) members from the Company and two (2) members from the Union. The Union will appoint its committee members and the Company will appoint its committee members. Members will meet each month to review and adjust, if necessary, any production numbers by mutual agreement. The Company's senior representative and the Union's International Staff Representative shall meet and attempt to resolve any issues.

ARTICLE III --- HOURS OF WORK

- A. This Article defines hours of work and shall not be construed as a guarantee of hours of work per day or per week.
1. The established workweek shall consist of five consecutive days, commencing with the third shift on Sunday (11:00 p.m. – 7:00 a.m.), and ending with the second shift on Friday (3:00 p.m. – 11:00 p.m.).
 2. Employees shall be permitted to take two (2) 10-minute break periods and a 20-minute lunch period and a 5 minute "wash-up" time during each eight (8) hours of work. When working twelve (12) hours, an additional 10-minute break will be granted during the last four (4) hours of work. Lunches will be scheduled at 11am, 7pm, 3am on eight (8) hour shifts and at 11pm and 11am on twelve (12) hour shifts (EOWEO). A 5-minute wash-up time will be granted at the end of the employee's respective shift (either at the end of 8 hours or 12 hours).
 3. Employees may be scheduled in advance (on the weekly schedule) to work a 12 hour shift due to various known absences of other employees.
 4. Any employee absent, or detained from work on account of illness or other good cause shall give reasonable advance notice to the Company. Reasonable notice is defined as no later than one-half hour prior to the start of his/her shift.

B. Overtime

1. Employees shall be required to work a reasonable amount of overtime. The following is mutually agreed to be reasonable:

2. Daily (excluding 6th and/or 7th day) – Eight (8) hours in any one work week. Reasonable advance notice of a requirement to work more than eight (8) hours in the work day (Monday – Friday) shall be given by lunch time. If the overtime is a result of another employee calling off work, notice will be given within one and a half hours of when the employee calls in, if applicable.

3. Sixth and Seventh Day---Employees will not be scheduled for more than eight (8) hours. Employees may volunteer for up to eight (8) additional hours. There will be two (2) 6th and 7th day overtime sign-up sheets that will be posted. One (1) Forced and One (1) Volunteer.

The Company may transfer an employee who has been “Forced” to work and is scheduled for Saturday or Sunday, or both when another employee, who was “Forced” to work and scheduled for the same shift calls off or leaves early.

Employees who sign the force sheet and work the force in their job will be counted towards the fifteen (15) weekends in their bid job. Employees who sign the force sheet and work in a job other than the bid job will have deemed to volunteer and will not count towards the fifteen (15) forced weekends. Any employee signing the volunteer sheet who worked the overtime will be deemed to have volunteered and it will not count towards his fifteen (15) weekends.

An employee can be forced to a maximum of fifteen (15) weekends per calendar year.

4. Employees will not be scheduled for two consecutive weekends. In other words, if an employee is scheduled to work (as opposed to volunteering) this Saturday and or Sunday, he/she will be off both next Saturday and Sunday.

5. Notice of a requirement to work the sixth and/or seventh day of a work week shall be given not later than lunch time, or midway through the fourth (4th) work day in the employee’s work week.

Employees will be forced a maximum of fifteen (15) weekends per calendar year.

The foregoing limitations shall not apply to emergency situations beyond the control of the Company, such as equipment breakdowns, fire, flood, Acts of God.

6. The Company agrees it will not post weekend overtime or scheduling for the sole purpose of canceling this overtime or weekend scheduling on Fridays. Should the Company post or schedule weekend overtime and need to cancel, it will notify the Union in writing by 2:00 p.m. Friday of the reason(s). Should the Company post weekend overtime or scheduling and decide to cancel for reasons other than equipment breakdown, fire, flood, Acts of God, and customer order changes, it will pay all employees who have been scheduled two (2) hours of pay at the appropriate hourly rate.

7. Daily Overtime

When it is necessary to work overtime due to a vacancy the overtime will be filled in the following manner and order of preference:

First, all overtime will be offered by seniority in the job classification. If no one in the job classification volunteers and an employee needs to be forced the first four (4) hours

they will be forced by junior employee up in the job classification and then by the junior qualified employee on the shift (i.e. senior may, junior must).

- a. The senior employee on the premises in the job classification as determined by the vacancy will have the election of working the entire vacancy. If the senior employee in job classification elects to work only four (4) hours of overtime, then the following procedure shall take place:
 - i. Those employees off the premises on the shift following such vacancy in the same job classification will be offered the overtime, (providing the employee(s) has provided a telephone number where they can receive messages).
 - ii. Then by senior qualified

The daily overtime language shall not apply to any vacancy that is made known to the company by the employee prior to the end of his/her last scheduled work shift before the date of the vacancy; in other words, employees on the affected job(s) will be rescheduled.

After the Company has exhausted all means to fill a vacancy caused by an employee who calls-off or leaves early on that shift, the Company may transfer the junior qualified employee and backfill his position only.

8. Sixth and/or seventh day overtime will be staffed in accordance with the following:
 - a. The entire plant, department or process may be scheduled negating the need to solicit volunteers.
 - b. Volunteers from employees scheduled for the particular job classification for the week by shift in the following order:
 - First – Senior employee scheduled on that shift on that job for the work week.
 - Second – Senior employee scheduled for other shifts on that job for the work week.
 - Third – Among qualified employees, in seniority order, to perform the available work.
 - c. If an insufficient number of employees volunteer for the work, the junior qualified employee(s) on that shift will be required to work. The Company agrees to provide a qualification list, by seniority, by December 31, 2006 and annually thereafter.
9. Overtime Pay
 - a. Any time worked in excess of forty (40) hours in any one work week or eight (8) hours in any one work day shall be paid at the rate of time and one half.
 - i. Approved Union leave shall be counted towards the calculation of overtime.
 - b. Double time will be paid for the seventh consecutive day in a work week provided the employee has worked the preceding six (6) days as scheduled. (i.e. not scheduled Saturday but work all other days in the work week , will be double time for Sunday). Employees who follow the lateness/leave early attendance procedure shall receive this double time so long as they have not missed more than 4 hours in a day (Said 4 hours must all occur in 1 day per work week).

Clarification: Double Time

After successful ratification of the 2013 contract the company will revert back to paying double time pay in accordance to Article III, 9-b seventh consecutive day in a work week provided the employee has worked the preceding six days as scheduled (i.e. not schedule Saturday but work all other days in the work week, will be paid double time for Sunday) and complies with the lateness / leave early procedure.

C. Non-Duplication

1. Payment of overtime rates shall not be duplicated for the same hours worked.

Hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provisions, provided, however, that a vacation or a Holiday, whether worked or not, shall be counted for purposes of computing overtime liability.

2. Except as above provided in this Agreement, hours paid for but not worked shall not be counted in determining overtime liability.

D. Contact

1. All employees must provide a telephone number where they can receive messages.

ARTICLE IV --- JOB VACANCIES

- A. When a job is posted because of an opening or a new job creation, the job will be posted for three (3) days and a maximum of five (5) days (excluding weekends). Any employee who wishes to bid on the job can do so, except for those on Workers Compensation or Non-Compensable Accident & Sickness. An employee on vacation can bid for the vacancy by having a Union representative sign the employee's name on the posting. The vacancy will then be awarded to the senior employee from the list of bidders with seniority being the determining factor. The only employees eligible will be those who have not been awarded a job posting as specified in Section F of this Article and those who are not in the written warning stage of progressive discipline under the Attendance Policy. The employee receiving the bid will be notified within three (3) days after the bid has been taken down and thereafter will be placed on the job bid within two (2) weeks of such notice. Employees on Workman's Compensation or Compensated Accident & Sickness will have to bid while job is posted and must have a physician's note permitting them to return to full duty with no restrictions within two (2) weeks of the job award in order to get the job as awarded.

The employee must be moved to the new job within two (2) weeks or the employee will be paid at the rate the job would be compensated at unless the rate is a lower pay grade. The employee must be moved within 90 calendar days or that bid does not count against their three (3) bid limit. Such vacancy if not bid by a current employee will be filled by outside hire. This section shall apply to openings in Electrical, Maintenance A and or Electro-Mechanical Maintenance providing the bidding employee possesses the requisite skills (the employee must provide documentation) as determined by Management.

It will be at the sole discretion of Management as to what L.G. a Maintenance position will be posted.

- B. When the Company seeks to train employees on other jobs for the purpose of providing backup personnel for temporary absences due to vacations, illnesses and leaves of absence, the training opportunity will be given on each by seniority. Those who decline to train based on seniority, will not be penalized. If such occurs, the junior employee will be required to train within their respective job classification.
- C. In all cases of a permanent job bid, should an employee be simultaneously awarded more than one (1) bid, the employee must decide within two (2) workdays which bid he/she prefers. All

remaining job bid awards will be considered from the next employees remaining on such job bids based on seniority

- D. All permanent vacancies not filled by bidders, may be filled by outside hire. Newly hired employees filling such vacancies will not be permitted to bid for a period of six (6) months from the date of hire unless the employee is a Union member or no other Union members choose to bid for such job.
- E. For the purposes of reassigning scheduled employees to a position other than their bid job during the normal workweek, seniority will be the determining factor in moving the qualified employee from the Company designated pull positions.
- F. Employees will be limited to Three (3) permanent bids for the life of this agreement. Employees may use these bids at any time during the life of this Agreement.
- G. After a job posting is taken down and awarded, or if no one bids, the company may begin forcing coverage for that position immediately and continue forcing for two weeks. After two weeks the Company may continue forcing only if it shows that it is actively trying to hire to fill the position. When filling positions that have never existed in the plant or have not been operational for a period of eighteen (18) months, the Company must wait two weeks after the bid is posted before it may force to fill the position. The Company must also show that it is actively trying to hire to fill the position.

ARTICLE V --- HOLIDAYS

- A. Specified Holidays are as follows:
 - New Year's Day
 - Good Friday
 - Memorial Day
 - Fourth of July
 - Labor Day
 - Thanksgiving Day
 - Day after Thanksgiving Day
 - Day before Christmas Day
 - Christmas Day
 - Day before New Year's Day
 - Birthday
- B. The Company will pay to each eligible employee on the Company's active payroll, Holiday allowance equal to eight (8) times his/her hourly rate of straight time earnings on his/her last scheduled shift before the Holiday (or on the Holiday if employee works the Holiday) for each of the Holidays set forth in this Article V above.
- C. As used in this Article V, an eligible employee is one who:
 - 1. Performs work or is on Vacation, Jury or Witness Service, or approved Union Leave in the payroll period immediately preceding or following the Holiday.
 - 2. Works as scheduled or assigned both on his/her entire last scheduled work day prior to and on his/her entire first scheduled work day following the Holiday unless he/she has failed to work because of approved Union Leave, Jury Duty or due to the Death in the

Immediate Family as defined in Article II-D - any of which must be verified in order to receive Holiday Pay. Employees who report late for up to one hour the day before or after the holiday will receive holiday pay. Those employees who report later than one hour on the day before or after the holiday will not receive holiday pay.

3. Has completed the probationary period.
- D. In addition to the Holiday allowance provided for above, any employee who works on any of the specified Holidays will be compensated for the hours worked on such Holiday at double time.
- E. Every effort will be made to observe the Holiday as a day of rest; however, based on the needs of business, employees may be required to work on certain Holidays. Employees will not be forced to work on Labor Day, Thanksgiving Day or Christmas Day.
- F. If an eligible employee is scheduled to work on a Holiday, he shall become ineligible for the unworked Holiday pay if he fails to report or perform his scheduled or assigned work unless he has failed to report or perform such work due to approved Union Leave, Jury Duty or Death in the immediate family as defined in Article II-D - any of which must be verified in order to receive Holiday Pay.
- G. If an eligible employee performs work as scheduled on a Holiday and subsequently is required or volunteers to work beyond such scheduled hours as a result of a call-off/no report, in addition to the Holiday pay that he/she is entitled to receive, such employee shall receive up to an additional eight (8) hours of Holiday pay for hours not worked by the ineligible employee reporting off/no report. It is understood that this item shall only pertain to instances where the reporting off/no report employee is ineligible to receive Holiday pay.
- H. If the calendar Holiday falls on Sunday, for the purposes of this Agreement, the Holiday shall be deemed to fall on the following Monday. Any premiums payable for the Holiday shall be payable for the Monday of observance only. If the calendar holiday falls on Saturday, for the purposes of this Agreement, the holiday shall be deemed to fall on the preceding Friday. Any premiums payable for the holiday shall be payable for the Friday of observance only. Upon the Union's request the Company will change the date upon which 11-7 shift employees observe the July 4th holiday and Christmas Day holiday.

ARTICLE VI --- MISCELLANEOUS

- A. The Company will not discriminate against committee persons or officers of the Union and will grant them leave of absence when delegated to represent their members of the Eminence, KY, Hussey Copper Bar plant, provided the number of employees who are granted leave of absence does not exceed five (5) at any time, and provided written request for such leave of absence is received by the Company twenty-four hours in advance. Likewise, it is understood that the five (5) members referred to herein may be reduced in number should it be determined that the absence of five (5) such employees could have an effect on the efficient operation of the business. But no less than one. The Company recognizes the following committees:
 - a. Workers Compensation Committee – 1 person
 - b. Legislative Committee – up to 2 persons
 - c. Labor Council – up to 2 persons
 - d. Negotiating Committee – not less than 5 during contract negotiations

- e. Unit President, Unit Griever & Unit Recording Secretary

It is agreed that:

- a. Workers Compensation person will be permitted to attend a Workers Compensation seminar once per year for one day. The Company agrees to pay the employee eight or twelve hours pay depending on the scheduled hours of the affected employee. It is further agreed that a Company representative may at the Company's discretion attend the seminar.
- b. Legislative Committee will be permitted to attend two (2) meetings per calendar year.
- c. Labor Council will be permitted to attend one (1) meeting each month.
- d. The Company agrees to allow two representatives of the union to attend the Kentucky Labor Management Conference or USW Safety and Health Conference and the Company further agrees to pay the employees for the hours of his/her lost wages for one week to attend this conference – not to exceed 40 hours pay for each employee at their straight time pay rate. It is further agreed that Management shall have the right to attend such conference.
- e. The Company agrees to pay the full cost for two (2) employees to attend the USW Safety and Health Conference and District 8 Summer Institute or the Kentucky Labor Management Conference each year.

The right to attend the above meetings will not be unreasonably denied as long as there is no effect on the efficient operation of the business.

- B. In the event an employee is absent from work at the end of a work week, the burden is on the employee to call the Company and determine from the Company his/her schedule of work prior to reporting back for the new work week.
- C. An employee injured in the plant during the course of his/her shift shall receive his/her full pay for the shift on which the injury occurred. An employee injured in the plant who does not suffer a loss of work time due to the injury, but who may be assigned to work other than his regular job solely to accommodate a related disability arising from the injury, shall maintain the rate of his/her regular job for a period not to exceed 3 months.
- D. When the Company establishes plant rules and penalties, these will be discussed and reviewed with the Union prior to their publication. The purpose of such review will be to permit the Union to raise objections as to the reasonableness of any of the rules and penalties. The Company may, as the result of such review, make certain changes, but may not, in which case the rules and penalties will be published as established by the Company, subject to the Union's right to process a grievance challenging the reasonableness of the particular rule or penalty.
- E. The Union pledges its cooperation and agrees to meet upon request with the Company on problems involving the need to achieve increased productivity and efficiency in operations, improve quality of production, reduce rejects, and to reduce the costs of operations, and to make every effort to work out solutions to such problems.
- F. The Company may agree to grant a leave of absence in a minimum of 5-day increments, up to 3 times per calendar year, up to a maximum of 30 days. All leaves will be at the sole discretion of management. Any weekends which fall within the leave will not be forced. The Union will be notified of all such leaves.

- G. Employees on layoff will be covered by medical and hospital benefits for the balance of the month in which the layoff occurs, plus two (2) months thereafter, except employees hired after October 16, 2003 medical benefits will terminate at the end of the month in which the layoff occurs.
- H. Employees receiving Accident and Sickness benefits will be covered by medical and hospital benefits during the period they are receiving Accident and Sickness benefits; when the Accident and Sickness benefits terminate, said employees will be eligible for medical and hospital benefits coverage for an additional six (6) months provided they forward to the Company, in advance, 50% of the premium in effect at the time for such coverage.
- I. Memo for Accident and Sickness - No payment is due for 26 weeks. Employee will be responsible for 100 % of due employee premium contributions, based on a payment plan, after 26 weeks or return to work. A Union Representative will be present for any discussions on repayment arrangements if requested by employee.

Payment plan structure must be approved by the Sr. Manager of Human Resources. A member of the HR staff at each location will manage and maintain the information. Employees can always elect to pay prior to his 26 weeks. If no payment plans are established after 28 weeks, medical coverage will be terminated. If employee is still out after 28 weeks, then the employee will owe 50% of the company total insurance premium for up to an additional 28 weeks. If the employee is still out after one year, then employee will be offered COBRA. Medical balances owed by employees will need to be paid over a time period of no longer than 13 months.

Memo for W/C - No payment is due for the first 30 days. Employee will start a payment plan after 30 day. The plan must be approved by the Sr. Manager of Human Resources.

A member of the HR staff at each location will manage and maintain the information. If after 45 days no payment plan is established, medical coverage will be terminated.

ARTICLE VII --- VACATIONS

- A. Eligibility
 - 1. Employees are entitled to vacation based on years of Continuous service on their anniversary date of employment as defined in this Article.
 - a. The vacation year runs from January 1st to December 31st.
 - 2. Newly hired employees (first year) completing their probationary period will earn one (1) week (40 hours) of vacation to use in the calendar year in which it is earned or paid out under the provisions of this agreement. The following year they will have a pro-rated vacation based on their months of continuous service the previous year. Pro-rated will be on the 1/12 scale of months (i.e. an employee hired in April would qualify for 9/12 of the vacation allotment as described in Section B of this Article). After that the employee will be in the normal vacation allotment as described in Section A.
 - 3. An employee completing a year of continuous service within the calendar vacation year which increases their vacation allowance shall receive their additional allowance on their anniversary date, except "new hires" who are due to receive a pro-rated portion of vacation, these employees will receive their vacation allotment on January 1st.

4. Should an employee's demise occur before the vacation year begins, the amount of pay to which he/she would have been entitled to had he/she lived shall be paid by the Company to the beneficiary on record according to the above schedule.
5. An employee, even though otherwise eligible under this Paragraph "A", forfeits the right to receive vacation benefits under this Article if he/she quits without first giving a two (2) week notice prior to January 1 of the vacation calendar year.
6. The Company shall accord to each regular employee who applies for re-employment after conclusion of his/her military service with the Armed Forces of the United States such re-employment rights as he/she shall be entitled to under then existing laws. When the employee leaves for military service, his/her seniority will continue as if the employees never left for the service.
7. Employees on layoff will receive accrued and unused vacation pay on the week of December 15 of the calendar year in which the layoff began and the subsequent calendar year.
8. Employees on Accident & Sickness will receive accrued and unused vacation pay on the week of December 15 of the calendar year in which the Accident & Sickness benefits begin and end. When an employee's use of Accident & Sickness spans over the course of two calendar years, the employee will accrue vacation during the second calendar year on a pro-rated basis (1/12) and the employee will be paid out on the week of December 15 of the third calendar year on a pro-rated basis.
9. Employees on Workers Compensation leave will receive unused vacation pay on the week of December 15 of the calendar year in which the Workers Compensation leave began. Employees will continue to receive unused vacation pay each subsequent year that they are on Workers Compensation leave.
10. At the time an employee is placed on Layoff, Accident & Sickness, or Workers Compensation, the employee may request payout of accrued and unused vacation pay for the remainder of the calendar year and the following calendar year. All leave not paid out pursuant to the foregoing will be paid the week of December 15 of the following calendar year.

B. Length of Vacation

1. An eligible employee who has attained the years of continuous service indicated in the following table in any calendar year during the continuation of this Agreement shall receive a vacation corresponding to such years of continuous service as shown in the following table:

<u>Years of Service</u>	<u>Vacation</u>
Completed Probation	1 week
1 or more	1 ½ weeks
3 or more	2 weeks
5 or more	2 ½ weeks
10 or more	3 weeks
12 or more	3 ½ weeks
15 or more	4 weeks
20 or more	4 ½ weeks
25 or more	5 weeks

C. Scheduling Vacations

1. Vacations may be scheduled throughout the calendar year.
2. Vacations will be scheduled in weekly multiples except employees will be afforded the opportunity to take up to two (2) weeks of single-day vacation. (A 48-hour notice is required to request a single-day vacation). In addition, employees have the option to split one such week. The split will be no more than in two steps (i.e.; one period of two days, another period of three days). This split week vacation may be requested at any time prior to the schedule being posted for the week in which the split week vacation is being requested to examine scheduling to determine if this request can be granted. It is understood that such request will not unreasonably be denied. It is agreed that such split week request will not supersede or displace another employee's vacation who has already been scheduled for the same full week. If there is more than one employee requesting such option, and all of them cannot be permitted to have the same time frame, seniority will be the preference.

The Company will agree to allow employees to use three (3) days of vacation as an emergency vacation day, per calendar year, providing the employee calls off prior to the start of the shift. The emergency day vacation will not be taken in conjunction with a holiday, either the scheduled day before or after the holiday. The Company will have the option of forcing the junior qualified employee from the on-coming shift, who is called to work the last four hours created by vacancy created by an emergency vacation. Current contract language will be used to cover the first four hours of the vacancy.

3. Vacations will, insofar as possible, (consistent with the orderly operation of the plant) be granted at the times most desired by employees.
4. Employees must request desired vacation date by February 1 of the vacation year. Vacations will be scheduled subject to the provision of Paragraph "C-3" of this Article VII as requests are received prior to February 1. Employees who request vacation after the February 1st deadline will be granted vacation in accordance with "C-3" above in seniority order. Vacation scheduled will be posted no later than March 1 of each year.

Those employees on Workers Compensation or Accident and Sickness who had scheduled vacation during that time will be permitted to take that vacation at a different time, if requested. It is further understood that they will take that vacation during a time that will not inconvenience other employees who themselves have already been scheduled.

Employees will not be required to work the weekend prior to or after a scheduled week of vacation. Employees will not be required to work the weekend prior to or after a scheduled

split week vacation providing the partial week includes Monday for the weekend prior or Friday for the weekend following. A single day vacation will not afford the employee the weekend off as it does for a split week described herein.

5. Plant Shutdown

At its option, the Company may shut the plant down for vacations and the following applies:

- a. The shutdown may be for a maximum of two (2) weeks.
- b. The Company will agree to notify employees by May 1 of the calendar year if a shutdown is to occur. The Company will agree that if the shutdown is scheduled, the shutdown will occur or the employees who have scheduled vacation during the shutdown will be permitted to take off.
- c. If there is to be a shutdown, it will be announced no later than 60 days prior to the shutdown.
- d. All operations are expected to be shut down during this time, except Maintenance. However, any additional employees that may be required to work will be notified no later than 45 days prior to the shutdown.
- e. If additional employees are needed for plant shutdown work, they will be chosen from a sign-up roster in seniority order provided he/she possesses the necessary qualifications to perform the required work.

If there are more employees in any grouping than needed, the selection will be by seniority – the more senior employee having preference to work.

D. Vacation Pay

1. The hours of vacation pay for each employee eligible for vacation under this Article VII shall be forty (40) hour of their straight time base rate.
2. Each employee entitled to vacation will receive vacation pay as vacation is taken, except as outlined in Paragraph A-2 and 3, above, or;
3. The employee(s) may request their vacation pay prior (week before) to actual time off on a form provided by the Company.

ARTICLE VIII --- SENIORITY

- A. Continuous service shall date from (a) the date of first employment, or (b) subsequent date of employment following a break in continuous service, whichever is later.
- B. Continuous service shall be broken by:
 1. Voluntary quit.
 2. Discharge for just cause.
 3. Failure to return to work following recall.
 4. Absence due to layoff or non-compensable disability for a period in excess of the schedule following:
 - a. If an employee with less than one (1) year seniority is off for six (6) consecutive months.

- b. If an employee with one (1) year, but less than five (5) years seniority is off for twelve (12) consecutive months.
- c. If an employee with five (5) or more years seniority is off for thirty (30) consecutive months.

This schedule shall not be used for any other purpose under this Agreement or any other Agreement.

- 5. Failure to return to work after expiration of leave of absence.
- 6. Absence from work for three (3) consecutive work days without reporting off and/or unless an adequate reason for such absence is presented.
- 7. Absence due to compensable disability (Worker's Compensation) for a period in excess of actual length of service or three (3) years, whichever is less.
- 8. An inability to return to work after thirty (30) months absence, including while on Accident & Sickness.

Grandfathering in any member currently out beyond these time limits and will fall under the original 48-month limit.

- C. Plant seniority shall be equal to the employee's length of continuous service with the Company from the most recent date of hire. When two or more employees are hired on the same day, the employee with the earlier birth date, including month, day and year, will be the senior employee.
- D. An employee's plant seniority shall govern in all cases of decrease or increase in personnel, provided that the employee entitled by seniority to a particular job is competent to perform the job, as hereinafter provided (Article XX Lay-off/Recall). An employee must file any grievance he/she might have as a result of the operation of this paragraph within Seven (7) work days of the assignment to the job in question, or lose the right to file such grievance.
- E. New employees shall be regarded as probationary employees until they have completed 1,000 actual hours of work. In the case of such new employees, there shall be no seniority rating, nor responsibility on the part of the Company for continued employment, nor for re-employment if laid off, before completion of this period of continuous probationary service. At the completion of 1,000 actual hours of work, employees on probation shall be given full credit for continuous service from date of hire.
- F. An employee promoted to a Supervisory position shall have the election for a period of three (3) months from the time of promotion to return to the bargaining unit as a laborer or a then open job (one that has been posted and there are no successful bidders) or to remain in the Supervisory position with forfeitures of all seniority. An employee shall have this right of election only once during the term of this Agreement. Seniority will be frozen in regard to plant seniority for lay-off and bidding purposes for the period not in the bargaining unit.
- G. Leaves of absence for the purpose of accepting positions with the USW shall be available to one employee at any one time. Adequate notice of intent to apply for leave shall be afforded the Company to enable proper provision to be made to fill the job to be vacated.
- H. Leaves of absence shall be for a period of one year and may be renewed from year to year.
- I. Continuous service shall not be broken by the leave of absence but will continue to accrue.

- J. An employee who can no longer perform his/her job adequately, due to reasons of health or physical limitations, will be assigned by mutual agreement between the Company and the Union to the first available vacancy in an equally or lower-rated job which he/she is qualified to perform.
- K. The Unit President (1) and Grievance Committee persons (3) shall for their respective terms of office or appointment, have top seniority rights for the purposes of layoffs in connection with the reduction of workforce. Provided, however, that the Unit President and Grievance Committee persons (3) shall not be retained in the employ of the Company unless work which the employee can capably perform is available. Notwithstanding the provisions of this Agreement regarding seniority, length of service accumulated by the Unit President and Grievance Committee persons (3) solely as the result of the retention at work in accordance with this Section shall not enable any such employee to claim relative seniority status in excess of that which he/she would have had he/she not been so retained. The total number of Grievance Committee persons will not exceed one (1) per shift or one (1) per each fifty (50) employees, whichever is greater. The Unit President will be assigned to the daylight shift.

ARTICLE IX --- GRIEVANCE PROCEDURE

Section 1. It is agreed that there shall be a grievance committee of the Union at the Plant whose duty it shall be to make an earnest effort to settle any grievances or differences that might arise between the Company and the employees as to working conditions, discharges, seniority rights, layoffs, and re-employment.

Section 2. The Company agrees that it will recognize such committee and, that on request for a conference on any grievance, will make an earnest effort to meet and endeavor to adjust any such matters at the earliest possible moment.

Section 3. It is agreed that unless such conference would interrupt operations of the Plant's production or otherwise interfere with working schedules, all grievances shall be taken up during working hours.

Section 4. Either party may request an extension of the time limits. However, such extensions must be mutually agreed to in writing.

Section 5. In the case where either the Company or the Union fail to answer a grievance or move to the next step in the time frames described herein, the parties agree the grievance will be dropped (Union) or awarded (Company) depending upon which party violated the time frames.

Section 6. In discharge cases only, the grievance may be initiated at Step 3 of the grievance procedure within seven (7) calendar days of the discharge.

Section 7. It is understood that any employee who feels that he/she has a just grievance shall process it in the following manner:

Section 8: The aggrieved employee(s) may be present at any step of the grievance procedure at the request of either party.

Step 1: The Union Representative shall refer the matter to the employee's immediate supervisor within seven (7) calendar days of the occurrence of the grievance. Failing satisfactory settlement of the grievance, the Union Representative shall present the grievance in writing to his/her immediate supervisor within seven (7) calendar days of the initial referral.

Step 2: The Local Manufacturing Unit or Plant Manager and/or his/her representative shall hold a meeting and give an answer within ten (10) calendar days of the submission in writing. If the decision of the Local Manufacturing Unit or Plant Manager and/or his/her representative is not satisfactory to the grievance committee, the committee may within seven (7) calendar days present the grievance in writing to Step 3 or to Step 4 or the grievance will be considered dropped.

Step 3: If the written grievance, as submitted in Step 2, has not been satisfactorily settled, the Union shall have the right to refer the grievance to an International Representative of the Union or his or her designee who shall arrange a meeting with the Manager, Labor Relations and/or his/her representative to occur within thirty (30) calendar days of the receipt of the Step 2 answer. The Manager, Labor Relations and/or his/her representative shall give an answer in writing within seven (7) calendar days after the meeting.

Step 4: If the written grievance has not been satisfactorily settled in Step 2 or Step 3, the grievance may be appealed to Arbitration within seven (7) calendar days of the receipt of the Step 2 answer or Forty (40) calendar days of the receipt of the Step 3 answer or it will be considered dropped. Grievances appealed to Arbitration shall be processed as follows:

- A. The impartial Arbitrator shall be mutually agreed upon by the Company and the Union. If they are unable to agree upon an impartial arbitrator within ten (10) calendar days after such arbitration has been requested, the Director of the Federal Mediation and Conciliation Service shall be requested to submit to both parties a panel of Arbitrators. An Arbitrator from this panel shall be accepted by agreement of both parties, or by striking names alternately until only one (1) name remains. Such appointment shall be final and must be accepted by both parties.
- B. The Company and the Union may each strike one (1) entire panel without the concurrence of the other, and both parties may strike any number of panels by mutual agreement. The party striking an entire panel will pay the cost for the second panel.
- C. The fee and all expenses of the Arbitrator shall be borne equally by the Company and the Union, provided, however, that the fees and expenses of witnesses, the cost of documentary evidence and matters of that nature shall in all cases be borne by the parties procuring the same.
- D. The Arbitrator's awards and opinions shall only involve the interpretation or application of this Agreement and shall be final and binding on both parties.

ARTICLE X --- DISCIPLINE, SUSPENSION AND DISCHARGE

- A. An employee shall not be prematurely discharged. An employee may be suspended or discharged for just cause. In all cases in which the Company may conclude that an employee's conduct warrants suspension or discharge, the employee shall first be suspended without pay for not more than five (5) scheduled workdays and given written notice of such action. In all cases of suspension or discharge, notice of such action shall promptly be given to the Unit President or his designee prior to such suspension or discharge.
- B. If such initial suspension is for five (5) scheduled workdays, and if the employee affected believes he/she has been unjustly suspended, he/she may request and shall be granted a hearing and statement of the offense with his/her Grievance Committee person present. Such hearing shall be held within the initial suspension period. At such hearing, the facts concerning the case shall be made available to both parties. After such hearing, or if no hearing is requested, the Company may conclude whether the suspension shall be affirmed, modified, extended, revoked, or

converted into a discharge. In the event the suspension is affirmed, modified, extended, or converted into a discharge, the employee may, within Seven (7) calendar days after the notice of such action, file a grievance in the Third Step of the grievance procedure set forth in Article IX of this Agreement. In discharge cases only, the grievance may be initiated at Step 3 of the grievance procedure within (7) calendar days of discharge. Such grievance shall thereupon be handled in accordance with the procedures of Article IX and this Article X. The parties shall exert every reasonable effort to have the Arbitration within sixty (60) days recognizing the fact that neither party can control the Arbitrator's schedule.

- C. In Arbitration proceedings involving discharge or suspension, the Company shall not make use of any personnel records of previous disciplinary action invoked more than 18 months prior to the date of the event which is the subject of such Arbitration.
- D. With respect to a suspended and/or discharged grievant whereby the grievant has been reinstated and made whole (by an Arbitrator) insofar as weekly compensation is concerned, such award will be offset (only) by any unemployment compensation received by the grievant during and as a result of such suspension and/or discharge.

ARTICLE XI --- BULLETIN BOARD

The Union will be permitted to maintain a Bulletin Board, (furnished by the Company) located in the current location, for the purpose of posting authorized Union Notices, approved by the Company, and restricted to Notices of Union Elections, Union Meetings, Union Recreational and Social Events, signed by the Unit President.

ARTICLE XII --- UNION VISITORS

Authorized representatives of the Union shall have reasonable access to the premises by appointment and shall be governed by the rules of the Company with respect to safety. It is understood that not more than two representatives (unless the parties agree upon a larger number) shall have access to the premises at any one time and precaution shall be taken not to interfere with the operation or production of the Plant. Reasonable advance notice is agreed to be one (1) hour.

ARTICLE XIII --- NO STRIKES --- NO LOCKOUT

- A. There shall be no strikes, sympathy strikes, slowdowns, work stoppage, interruptions to or impeding of work for the duration of this Agreement. No representative of the Union shall authorize or condone any such activities, nor shall any employee participate in such activities.

The Union acknowledges that its officers and representatives are responsible for taking affirmative measures to ensure that Union members, including themselves, comply with the No Strike obligation of this Section.

- B. There shall be no Lockouts by the Company during the life of this Agreement.

ARTICLE XIV --- MANAGEMENT RIGHTS

Any of the rights, powers and authority the Employer had prior to entering into this Collective Bargaining Agreement are retained by the Employer except as expressly and specifically abridged, delegated, granted

or modified by this Agreement. This includes the right to determine the methods and means by which its operations are to be carried on; to direct the work force; to conduct its operations in a safe and effective manner; to decide the number and location of plants; the equipment; the products to be used, the method of operation, the scheduling; to determine whether and to what extent the work required in its business shall be performed by employees covered by this Agreement, to maintain order and efficiency in its plant and operation; to hire, layoff, assign, transfer, promote and determine the starting and quitting time and the number of hours to be worked; to discipline, suspend and discharge employees for just cause, including violation of any of the terms of this Agreement and to institute, modify or terminate reasonable rules and regulations to be complied with by the employees to the extent that they do not conflict with the specific items of this Agreement.

ARTICLE XV --- MILITARY SERVICE

The Company shall accord to each employee who applies for re-employment after conclusion of his/her military service with the United States such re-employment rights as he/she shall be entitled to under then existing statutes. An employee who at the time of leaving active employment to enter military service of the United States has qualified for a vacation in the year of such entrance and who has not received a vacation or vacation allowance shall then be granted such allowance.

ARTICLE XVI --- SAFETY AND HEALTH

- A. The Company shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment.
- B. A joint Safety and Health Committee consisting of not more than three (3) members each from the Company and the Union shall be established for the purpose of meeting twice a month at either 7:00 am, 11:30 am, or 2:00 pm, on the first and third Wednesday of each month to discuss safety and health matters which have been placed on an agenda. The agenda shall consist of issues filled out on a Safety & Health form with both Company issues and Union issues. Union members of the Committee will be afforded such time off as may be necessary to attend such meetings. Employees will be paid their regular earnings.
- C. An employee, Shop Steward, Union representative or group of employees who have a complaint concerning a safety or health condition will first discuss the matter with their Supervisor. If the Supervisor cannot resolve the matter, he/she will seek the assistance of his/her Superintendent and/or the Industrial Relations Department in an effort to satisfactorily resolve the matter. The Company and Union agree to meet immediately on any safety concern or health condition deemed to be an immediate hazard for the purpose of resolving the issue. Immediate hazards are defined as any serious health or safety concern which an employee or the company deems cannot wait to be resolved at the Joint Committee meeting. The parties further agree that there shall be no discipline to any employee who requests an immediate meeting per this Article. If the complaint is not satisfactorily resolved in this manner, the employee or employees affected may file a written grievance in Step No. 3 of the grievance and arbitration procedure for preferred handling.

Protective devices, wearing apparel, and other equipment necessary to properly protect employees from injury shall be provided by the Company in accordance with prevailing practices or as such practices may be improved by the Company from time to time. It is understood and

accepted by all parties that the wearing of such required protective equipment is a condition of employment.

The Company will provide Basic First Aid and CPR training for two (2) employees per shift annually.

ARTICLE XVII --- RELOCATION

In the event that the Company decides to relocate the plant during the term of this Agreement, the Company and the Union agree to meet and negotiate the effects of such relocation. It is agreed that a senior employee will have the option of exercising his/her right to bump consistent with the terms and conditions of this Agreement or electing to be severed.

ARTICLE XVIII --- SEVERANCE ALLOWANCE

A. Conditions of Allowance

When, in the sole judgment of the Company, it decides to close permanently a plant or discontinue permanently a substantial portion thereof and terminate the employment of individuals, an employee whose employment is terminated either directly or indirectly as a result thereof because he/she was not entitled to other employment with the Company under provisions of Article VIII, Seniority, of this Agreement and Paragraph "B-2" below shall be entitled to a severance allowance in accordance with and subject to the following provisions.

B. Eligibility

Such an employee to be eligible for a severance allowance shall have accumulated three (3) or more years of continuous Company service as computed in accordance with Article VIII, Seniority, of this Agreement.

1. In lieu of severance allowance, the Company may offer an eligible employee a job in at least the same job class for which he/she is qualified, in the same general locality. The employee shall have the option of either accepting such new employment or requesting his/her severance allowance.
2. As an exception to Paragraph "B-1" above, an employee otherwise eligible for severance allowance, who is entitled under VIII, Seniority, to a job in at least the same job class in another part of the same plant shall not be entitled to severance allowance whether he/she accepts or rejects the transfer. If such transfer results directly in the permanent displacement of some other employee, the latter shall be eligible for severance allowance provided he/she otherwise is qualified under the terms of this Article.

C. Scale of Allowance

An eligible individual shall receive severance allowance based upon the following weeks for corresponding continuous Company service:

<u>Continuous Company Service</u>	<u>Weeks of Severance Allowance</u>
3 years but less than 5 years	2
5 years but less than 10 years	3
10 years or more	4

D. Calculation of Allowance

A week's severance allowance shall be forty (40) hours pay of basic straight time hourly rates then in effect.

E. Non-Duplication of Allowance

Severance allowance shall not be duplicated for the same severance, whether the other obligation arises by reason of Contract, law, or otherwise. If an individual is, or shall become entitled to any discharge liquidation, severance, or dismissal allowance or payment of similar kind by reason of any law of the United States of America or any of the States, Districts, or Territories thereof subject to its jurisdiction, the total amount of such payments shall be deducted from the severance allowance to which the individual may be entitled under this Article, or any payment made by the Company under this Article may be offset against such payments. Statutory Unemployment Compensation payments shall be excluded from the non-duplication provisions of this paragraph.

F. Election Concerning Layoff Status

Notwithstanding any other provisions of this Agreement, an employee who would otherwise have been terminated in accordance with the applicable provisions of this Agreement and under the circumstances specified in Paragraph "A" of this Article may, at such time, elect to be placed upon layoff status for 30 days or to continue on layoff status for an additional 30 days if he/she had already been on layoff status. At the end of such 30 days period, he/she may elect to continue on layoff status or to be terminated and receive severance allowance if he/she is eligible for any such allowance under the provisions of this Article; provided, however, if he/she elects to continue on layoff status after the 30-day period specified above, and is unable to secure employment with the Company within an additional 60-day period, he/she may elect to be terminated and receive severance allowance if he/she is eligible for such allowance.

G. Payment of Allowance

Payment shall be made in a lump sum at the time of termination. Acceptance of severance allowance shall terminate employment and continuous service for all purposes under this Agreement.

ARTICLE XIX --- OTHER AGREEMENTS

Section 1 – Pay Checks. The payroll period shall be weekly and distributed by noon on Friday. It is understood and agreed that checks will be distributed sooner (by 3:00 P.M. on Thursday) if available. If the third shift employees are not scheduled to work Thursday night, the Company will distribute payroll checks to those employees on Thursday morning, prior to the end of the shift if the checks are in the plant. If employee(s) cashes their check early, he/she will lose their privilege of receiving their check early. If payroll errors occur to employee paychecks in excess of \$75.00 in any payroll period, the Company shall provide the employee a correction check within 2 days (if requested by the employee). If the error is found to be the Company's responsibility a \$50 stipend will be distributed (the stipend will come in the form of a \$50 gift card). Payroll errors of less than \$75 in any payroll period shall be rendered on the next subsequent payroll period. If the correction check is not received within two (2) days, the employee will receive an additional \$50 gift card.

All employees must sign up for Direct Deposit with the Company.

Section 2 – New Process. In the interest of progress and development of the business, if placing into operation any new machinery, apparatus, process or equipment, a trial period not to exceed ninety (90) calendar days will be permitted before new wage rates are established. And when new rates are

established, the same will be retroactive to the date when such new jobs or processes were placed into production. The Union reserves the right to the grievance procedure should the Union contend the new rates established not be fair and consistent with other work within the plant.

Section 3. Supervisors shall act in a supervisory capacity and shall not perform bargaining unit work. The parties agree that the long-standing practice of Maintenance and Electrical supervisors performing hands on work shall continue. Salary personal will also perform work to instruct other employees, perform experimental, developmental/research work engineering, and quality verification as necessary and in emergency situations. A Supervisor will only operate equipment to perform normal production work when all other means to secure bargaining unit workers have been exhausted. If a Supervisor violates this section, the affected employee shall be compensated at two (2) times his/her hourly rate for the time the Supervisor performed such work.

“Salary personnel” used above is further defined as non-clerical personnel. The Company offers the following to further define what it considers reasonable expectations for Engineering and Quality salary personnel. During such work the appropriate Bargaining Unit personnel is present during any performance of such work by a management employee.

Engineering:

- This would apply to anyone in salary with a technical background.
- PLC work. This would include connecting with a laptop, programming, troubleshooting, design.
- Equipment. Design, installation management (not working with tools), electrical and /or mechanical troubleshooting, prototype testing.
- Chemicals. Titrating, making first time adds and/or defining methods for adding/checking. Setting up pumps, meters, etc.
- Process. This is more for future hire Plating engineer. Will define and write SOPs. This would include figuring things out on the floor for the first time in order to provide the SOP, but once this is complete the bargaining unit employees would perform the tasks.
- Any/all lab work
- Any/all data analysis work

Quality:

- This would apply to all salaried quality personnel
- Establish/Define quality control methods. The initial training of new processes or methods will include the daylight quality inspector. Training thereafter should be conducted by the daylight quality inspector training the remainder quality inspectors.
- Use QC tools (e.g. mics, calipers, tape measures, temperature/conductivity meters etc.) to verify certain dimensions on customer returns, new product, set ups for trials, run offs for stamping products, die verifications. This language is intended to represent “spot” checking orders, etc., it is not the intent to perform bargaining unit work such as checking customer returns 100%, conductivity checks or master coil shipments, or any other task expected of from the QC inspector, etc.
- Any/all lab work
- Any/all data analysis work

Section 4. This Agreement is exclusive for its entire term and not subject to further negotiation and is to cover all Contract relations between the parties for its entire term. It is understood that nothing contained in this Article shall be construed as annulling any other part of this Contract.

Section 5. Drug and Alcohol Policy dated October 1, 2022, shall be part of this Agreement.

Section 6. Attendance Policy dated October 1, 2022, shall be part of this Agreement.

Section 7. Light Duty Program dated October 1, 2022, shall be part of this Agreement. See Memorandum of Understanding on page 35.

Section 8 – Successorship. The Company agrees that if, during the life of the Agreement, it discontinues operations, sells, leases, transfers, or assigns the operations covered by this Agreement, it shall inform the purchaser, lessee, transferee, or assignee to provide substantially equivalent wages and benefits while assuming all the remainder of the obligations of the Agreement until its expiration date.

ARTICLE XX --- LAYOFF/RECALL

- A. In cases of decrease of working forces, the Company will make layoffs in such a manner that the scheduled work week for the employees not laid off shall not fall below 32 hours per week, provided, however, that this provision shall not be applicable in any workweek in which:
1. The employee in question has been laid off; or
 2. The employee in question is recalled to work from layoff; or
 3. A job transfer is made affecting the job or assignment of the employee or employees in question; or
 4. A major breakdown, power trouble or failure, strikes, flood, fire or any circumstances beyond the control of the Company affects the job or assignment of the employee or employees in question. “Circumstances beyond the control of the Company” shall be deemed to be circumstances which could not be avoided by reasonable action on the part of the Company.
- B. An employee scheduled for layoff shall be given at least a two (2) working day advance notice; except in cases of major breakdown, or conditions beyond the control of the Company.
- C. An employee laid off temporarily for a defined period of time (less than five (5) days) will not be afforded bumping rights.
- D. Lay-offs/reduction in position will be as follows:
- The senior affected employee on that shift will have the option to accept layoff, bump to where seniority permits (within 15-day training period) or stay in current position. If the senior employee(s) opt to stay in their position(s), then the junior affected employee on that position and shift will have the option of taking the layoff or exercising his/her bumping rights. If the senior employees do not opt to stay in their position, then the junior employee must cover the position.
 - EOWEO – When reducing from EOWEO to straight shifts, the senior affected employee on that shift will have the option to accept layoff, bump to where seniority permits (within 15-day training period) or stay in current position. If senior employees opt to stay in their positions, then a junior affected employee on that position and shift will have the option of taking the layoff or exercising his/her bumping rights. If senior employees do not opt to stay

in their positions, then junior employees must cover their positions. The straight shifts positions will be determined by seniority.

- E. In increasing work forces, eligible employees previously laid-off and who have not been given an expected return to work date will be notified via phone or at their last known address provided by the employee at the time of lay-off. Such employees who are unemployed on the date of the notice shall be given two (2) days to return to work and those employed elsewhere on the date of the notice shall be given up to two weeks to return to work provided the employee notifies the Company of his/her intentions within twenty-four (24) hours of receipt of this notice.

Those employees who have been given an expected return to work date will report on that date unless otherwise notified.

A recalled employee will return to the position that is open and can train within 15 days.

If an employees' last bumped position becomes open, the affected employee will have 4 days to notify of the intent to return to that position or forfeit the right to return. Employees on vacation will have 4 days to notify upon their return to work. Those on Worker's Compensation will have 4 days to notify of intent to return provided they can return to full duty within two weeks of the notice.

Defined layoff of 5 days or more:

- Employees on a defined lay-off of 5 days or more will have bumping rights in the following manner:
 - a. First – the affected employee will be scheduled to cover Company offered vacancies on their shift by seniority and qualification. The senior qualified affected employee has the option to fill the vacancy. The junior affected qualified employee will be required to cover the open vacancy.

Note: Intent is that all vacant positions be filled first. It is recognized that a senior qualified employee may also be the only qualified person making him/her the junior employee that must fill the position.
 - b. Second – Affected employees will have the right to bump by seniority to a position for which they are qualified.
 - c. After the defined layoff period – all affected employees will return to their position they held prior to the defined layoff.

This language will not be valid in case of a major breakdown, power trouble or failure, flood, fire or any circumstances beyond the control of the Company.

Any reference to seniority shall be defined as plant seniority (not job seniority).

ARTICLE XXI --- REPORTING WAGE

Only those employees who have given the Company a telephone number where they can receive messages, reporting for work for their scheduled shifts who have not been notified otherwise, will work or be paid in accordance with the following:

- A. The Company may offer and the employee must accept eight (8) hours of substitute work at the appropriate rate for the job performed; but not less than the employee's regular rate of pay. If

the employee refuses the offer of 8 hours of work, he/she forfeits any compensation (i.e. subsections B&C do not apply).

- B. The Company may offer him/her four (4) hours of work at regular rate of pay which the employee can refuse and forfeit two (2) hours of the report wage; or
- C. The Company may simply send the employee home with four (4) hours pay at his/her regular rate.
- D. None of the foregoing shall apply in cases of interruption of work caused by accidents, breakdowns, acts of God, or other causes beyond the control of the Company.
- E. Regular rate is determined to be the rate the employee would have been paid for working those hours.

Clarification: Reporting Pay

Regular rate is determined to be the rate the employee would have been paid for working those hours. A Saturday will be paid at time and one half if the employee has achieved 40 hours in the normal scheduled workweek. Sunday will be paid at double time if the employee worked scheduled time in the workweek and adhered to the lateness / leave early policy.

EOWEO Shifts

A 5:00am to 5:00pm shift employee will not be forced into covering a vacancy for a 5:00pm to 5:00am shift; and likewise, for a 5:00pm to 5:00am shift vacancy.

Shift 1, 2 or 3 employees will not be forced into covering EOWEO; and likewise, EOWEO employees will not be forced to cover for shift 1, 2 or 3 employees; however, volunteer coverage is acceptable.

Overtime Clarification

Employee will not be placed on jobs that they are not qualified to perform; however, on a limited basis, if an operator is training and feels comfortable in performing that job without a trainer, he may do so.

The EOWEO overtime posting will be constructed to follow start times in accordance with the contract.

Overtime posting will be for all known vacancies for the week. Employees may sign up to work any open vacancies within that week as their qualifying overtime. If a vacancy is required to be filled and is still open, the least junior qualified employee will be forced to cover that vacancy.

Job Titles

Job Title	Labor Grade
Cratemaker	5
Wheel Loader	5
Tin Plating Helper	6
Parts Plater Helper	6
Slitter Helper	7
Maintenance C	8
Material Handler	8
Oiler	8
Weigher	9
Furnace Operator	10
Quality Inspector	10
Tin Plating/Parts Plater Operator	12
CNC	14
Tin Plating/Parts Plater Operator – HazMat trained	14
Slitter Operator	14
Saw Operator	14
Utility Packer	16
Conform Line Operator	19
Bullblock Operator	23
Sr. Tishken Operator	25
Electrician B	27
Maintenance B	27
Floater	28
Electrician A	28
Grounds/Driver/Utility	28
Floater (10+ jobs)	29
Maintenance A	30
Electromechanical Technician	32
* Any Hazmat certified operator will receive thirty cents (\$0.30) per hour in addition to the regular rate of pay.	

DRUG AND ALCOHOL TESTING POLICY

October 1, 2022

Hussey Copper is committed to the health and safety of their employees. Employees who are dependent, under the influence or abusers of controlled substances, including prescription drugs that are misused, or alcohol, significantly impair the safety of themselves and others and reduce the effectiveness of their job performance. It is Hussey's policy, consistent with the mandates of the Federal Drug Free Workplace Act, to assure that when there is probable cause to believe an employee is dependent, under the influence or abusing controlled substances or alcohol, by reason of demeanor, appearance, physical symptoms, possession, known abuse or a combination thereof, or involvement in a workplace accident; such employee may be removed from the work environment and tested for the presence of controlled substances and/or alcohol. In addition, a screening for the presence of controlled substances may be performed as a part of routine post offer of employment physicals and when employees return to work following an absence of thirty (30) calendar days or longer.

When testing is required or requested, the employee will be transported to an approved medical facility where proper chain of custody procedures as outlined by the Substance Abuse and Mental Health Services Administration (SAMHSA) will be observed. The employer representative will arrange to have the suspect employee observed by a second employer representative or a Union representative (whenever or wherever reasonably possible) prior to testing.

1. A refusal to submit to testing in accordance with this Policy, or switching, adulterating, or otherwise tampering in any way with any sample used to test for the presence of drugs or alcohol is a violation of this policy and will result in discharge.
2. An employee who tests positive for a controlled substance above those cut off levels approved by the SAMHSA shall be discharged. The employee testing positive will avoid discharge if the employee submits to, and successfully completes an approved rehabilitation program. Should the employee refuse rehabilitation and/or does not successfully complete the program, such employee will be discharged.
3. An employee who has a blood alcohol concentration greater than 0.02 shall be discharged. Absent extenuating circumstances such as hospital confinement for an illness or injury or being incapacitated to the point of being medically ordered homebound, the employee must make contact with the rehabilitation program and begin treatment within one (1) week of the Management and Union joint meeting. Said employee is then required to complete the program in the time frame set forth by the treatment facility.
4. An individual who voluntarily admits to an alcohol and/or a drug problem before a probable cause situation exists and who subsequently successfully completes an approved rehabilitation program shall not be disciplined as a result of said disclosure.

Further, it is understood that employee(s) in either Items 2, 3 or 4 immediately above will be given one (1) and only one (1) such opportunity to rehabilitate themselves. An employee who tests positive after completing rehabilitation as required by this Policy will be discharged. Further, any employee who successfully completes a rehabilitation program will be subject to unlimited random testing within the next twenty-four (24) month period. Should the employee test positive above those cut-off levels approved by SAMHSA for drug testing and above 0.02 for alcohol, such employee will be subject to

immediate discharge. The presence of an amount of substance exceeding these cut-off levels respectively shall be considered “positive” for the purposes of this policy.

In an effort to ensure a drug free workplace, the Company reserves the right to bring on site a drug dog from a legal entity in order to search the Company’s property for the presence of drugs. If drugs are found in a common area, the Company will bring a certified professional on site to perform urine drug screening, in compliance with the chain of custody procedures, testing all employees who had access to that common area at the time of the discovery as well as employees scheduled for the next 2 shifts. Any person who tests positive on site will be retested at an approved medical facility designated by the Company within 24 hours of the original test. If the testing is not conducted within proper guidelines, the testing will be null and void. The Company further agrees that all testing will be done on Company time and the employee’s shift. Should the testing extend beyond the employee’s scheduled shift the employee(s) shall not be required to stay and will be allowed to leave without penalty or discipline as long as the employee(s) do not delay and are participating in good faith.

The use, possession, sale, purchase or transfer of alcohol or drugs by employees on Company property is prohibited. The use of an authorized drug in a manner other than intended or the use of an authorized drug by someone other than the person for whom the prescription was written is also prohibited. Employees violating this policy shall be discharged.

Attendance Program, October 1, 2022

Purpose

The Company realizes that occasionally employees may be absent, tardy or leave work early. This program is designed to address and control habitual attendance problems which, in the end, affect plant operations and employee morale.

Excused Absences:

The following absences are considered excused, and points will not be assessed.

1. Vacation
2. Jury Duty
3. Military Duty
4. Hospital Confinement
5. Absences covered under FMLA
6. Death in Immediate Family
7. Approved Union Leave

Unexcused Absences: All absences not listed above.

Lateness/Leaving Early: Reporting to work after the start of the scheduled shift or leaving prior to the end of the scheduled shift.

Point Assessment:

1 Point: Reporting greater than two hours after the start of the shift, total day absences or leaving greater than two hours before the end of the shift.

NOTE: Any employee who is absent for three (3) or more consecutive days and provides medical documentation stating an employee was unable to work, will receive a maximum of two (2) points for that absence.

½ Point: Reporting late or leaving early (up to two hours in both cases). After two hours of reporting late, the points will be given in ½ point increments for every one hour thereafter for the duration of the shift unless the employee notifies the employer of the time in which he/she will be present at work. The employee's first call to the plant indicating the time he/she will report will be used for purpose of this section.

Program Year:

Points are accumulated and are part of the attendance record for a rolling twelve-month period. (Attendance report will always include the preceding twelve months.)

Progressive Discipline:

- 9 Points: Verbal Warning
- 11 Points: Written Warning
- 12 Points: Five-day suspension without pay with intent to terminate

Return to Work:

Employees who are absent for medical reasons for three (3) consecutive days are required to furnish a release from a medical professional clearing such employee as "released to work". For the protection of both the employee and Employer, the Company reserves the right to have the employee examined by a Company physician (at the Company's expense) prior to returning to work. The Company will schedule the appointment in advance of the return date and will pay up to 4 hours of the appoint time at the straight time hourly rate, provided that the employee passes the physical and physical demands examination.

Reporting Off (Including Tardiness):

Employees who are going to be absent or tardy are required to report off one-half hour prior to the start of their scheduled shift. The current telephone number is 502-845-5663 extension 2624. An additional ½ point will be given to those employees reporting to work after the start of their shift if the employee has not called in and notified the employer prior to the start of the shift.

No Call / No Show:

An employee not reporting off work (no call/no show) will receive three (3) points. Employees who have already notified the employer of an excused absence as listed above under the Excused Absence Section will not be required to call in for each day absent. The initial notification only is required.

Emergency Vacations:

Employees may use up to three (3) of their available single day vacation days as emergency vacations (if available), per calendar year, providing the employee calls off prior to the start of the shift. The emergency vacation day(s) will not be taken in conjunction with a holiday, either the scheduled day before or after the holiday. No points will be assessed for emergency vacation days.

Other

Birthday Holidays:

The Birthday Holiday (the actual day taken off) will count as time worked for the computation of overtime eligibility. It is understood by the parties that since there is flexibility in the scheduling of this particular Holiday, that an employee is not entitled to premium payment just by the fact of working on his/her actual Birthday.

Jury Duty/Witness Service:

An employee who is called for jury service or subpoenaed by a court to serve as a witness shall be excused from work for the days on which he/she serves. Service, as used herein, includes required reporting for jury or witness duty when summoned. Whether or not he/she is used, such employee shall receive for each such day of jury or witness service on which he/she otherwise would have worked, the difference between eight (8) times his/her hourly rate of straight time earnings, and the payments he/she receives for such service. It is understood that if an employee is excused from jury service, he/she will be expected to report to work. The employee will present proof of such service and the amount of pay received.

Memorandum of Understanding, October 1, 2022

- 1) The Company and Union agree to hold joint meetings with all employees at least once every three months, and more often if agreed to by both parties, for the purpose of sharing information. The Company further agrees for the Union to hold meetings with all bargaining unit members at least twice every month. These meetings will be held in the break area and the only member on the clock will be the meeting host. The parties will agree to a mutual time so that employee can be notified of said meeting.
- 2) The Unit President, Vice President and Union Stewards will be allowed the use of cellular phones for the purpose of conducting Union business. For the purpose of regular business the phones are to be used during break time only.

Should a recognized representative need to phone another representative during work hours, they must inform the supervisor (durations of less than 5 minutes will not require notification) to arrange for continuous equipment operation. The supervisor will provide the means of contact and privacy if necessary.

In the case of an emergency situation, the supervisor is to be notified and will assist in taking the necessary steps to correct the situation. If this resolution is not acceptable to both parties, upper management may be contacted at any time.

- 3) The Unit President and Grievance Committee will be provided internet access throughout Hussey Copper Bar Facility in order to conduct Union Business.

Maintenance Tool Program

Required tools for maintenance employees, as determined by management, will be provided at no cost to the employee. Tools will be replaced or repaired by the company due to damage and or normal wear and tear upon presentation by the employee of the tool needing replaced or repaired.

Memorandum of Understanding, October 1, 2022

LIGHT DUTY PROGRAM

The following light duty program has been agreed to by the Company and Union (collectively, the “Parties”).

This program is effective immediately. This program does NOT include any employees off on A&S. When an employee is placed on restrictions due to a work-related injury or illness, then a company representative and union representative will mutually agree to the tasks the employee may perform upon returning to work under this light duty program.

- Employees off work on workers compensation will have their workers compensation hours contribute towards their vacation eligibility.
- The Parties agree to follow CBA language for light duty work to be compensated at the employee’s current rate of pay (Article 6 C). Must be on the qualification list. One exception is light duty employees would be allowed to record information from work/sales orders onto the daily work sheets.
- Medication restrictions are to be specific to written instructions from the medical professional; if there are no doctor specifications, then refer to any prescription side effect warnings. If the employee has medication that says “may cause drowsiness” and states to the company that the medication has made him drowsy, or states he is in pain from the injury/illness, the employee may remain in the cafeteria until end of shift. (The employee will remain in the cafeteria and will not go out onto the floor or otherwise interfere with normal operations/production, nor will the employee be allowed to be on the phone or smoke or perform any other actions the employee would normally not perform if working). The employee may return the next scheduled workday on light duty. If the employee is unable to work his shift due to complications from injury/illness, then the employee would need to go back to the doctor for follow up evaluation, no points, no pay. If the employee is unable to work due to dizziness from medication (as listed as a side effect), the employee may call in (per CBA call in procedure), no points no pay. Continued complications from the injury/illness or medication will warrant a return to the doctor by the employee.
- The company will offer the employee on light duty the option to workday shift M-F 7a-3p if employee prefers. Otherwise the employee can stay on his normal shift.
- Light duty is restricted to 40 hours a week, or normal EOWEO hours. Lack of work still applies.
- If the plant goes without a lost time accident for a rolling three months, Option 1: Safety incentive program with \$125 gift card. Option 2: each employee would be eligible for a paid personal day treated the same as a vacation day. Management will decide if it wants coverage for the call off, and then a union assigned representative would be responsible for arranging coverage for those exercising their day off, and there would be a restriction of same language that is in the Agreement of being able to run the plant (Article 7 C Paragraph 2). The 48-hour notification does not apply so long as the plant can be adequately staffed. Employees will make their choice within 10 days of the end of the rolling three month. Cycle will reset at the beginning of the next month following any lost time accident. Eligible employees will be allowed to carry no more than 2 days from option 2 at any one time.

- After 3 consecutive months of no lost time, the company will provide a cook out for all employees.
- If an employee is assigned to work in a light duty capacity but unable to do all tasks of their assigned job, their assigned job will be considered a vacancy. Therefore, other employees are subject to forces to perform those tasks that a light duty employee is unable to perform due to restrictions.
- An employee on light duty may perform any of the following tasks so long as they do not violate the employee's doctor prescribed restrictions:
 - Painting, cleaning, general housekeeping to be conducted at their normal work areas.
 - Pick up trash in yard and lot. Exception is optional for picking up cigarette butts.
 - Inspect fire extinguishers, eye wash stations, and complete a mutually agreed (current safety policy committee) upon safety audit at direction of safety committee.
 - Complete safety training.
 - Train a new employee as long as the employee on light duty stays within his work restrictions, and seniority is not violated.
 - Perform any paperwork for job classifications that light duty employee is qualified for.
 - Assist quality program for documenting results of studies so long as the study falls within the employee's qualified job.

Any revisions to this program are to be mutually agreed upon by the company and the union.

Memorandum, October 1, 2022

Wages:

Employees in the Electromechanical classification will receive \$34.00 per hour beginning on October 1, 2022, \$35.50 per hour beginning on the first pay period in October 2023, and \$37.00 beginning on the first pay period in October 2024.

Employees in the Maintenance A classification will receive \$32.00 per hour beginning on October 1, 2022, \$33.50 per hour beginning on the first pay period in October 2023, and \$35.00 beginning on the first pay period in October 2024.

All employees other than those listed in Labor Grades 30 and 32 will receive the following increases

October 1, 2022	\$1.50/hour increase
October 1, 2023	\$1.50/hour increase
October 6, 2024	\$1.50/hour increase

Ratification Bonus:

Provided this Agreement is ratified prior to 8:00 a.m. on October 11, 2022, the Company will pay each bargaining unit member a ratification bonus of \$999.00

Medical Insurance Coverage: 90/10 plan / 4 options (single, family, employee/spouse, employee/children)

- i. Employees will pay 20% of the total premium cost each year. Frozen 2023 at 2022 rate.
- ii. In the event that Federal or State healthcare legislation results in the need to modify the Company's healthcare plans to coincide with legal requirements, the Company reserves the right to make such changes, after discussing those changes with the Union. Unless the Union and Company agree, the Company agrees to refrain from entering into any agreement that would cause employee medical benefits to be transferred to a government mandated health insurance program.
- iii. The medical premium increases or decreases will become effective on 1/1/2020 and then January 1st of each year thereafter.

Office visit co-pay: \$20

Deductible (in network):

Family: \$100

Single: \$50

Rx Co-Pay: Generic – (up to 30-day supply): \$15
Formulary Brand (up to 30-day supply): \$25
Non-Formulary Brand (up to 30 day supply): \$40

Mail Order: 1.5 X Co-Pay

Rx: Highmark Formulary

Dental Insurance:

Employees may purchase the same plan as offered to salary employees by paying the full amount of the premium charged to the Company by the carrier. Premium will be deducted in equal amounts from each paycheck on a pre-tax basis. Employees electing participation are required to keep coverage in force for

the life of the agreement unless the premium increases a minimum of 20%. Coverage must be elected by May 1, 2004, for current employees and at the end of six (6) months of employment for new employees. (The Plan Document indicates an employee must be employed for six (6) months to be eligible for coverage).

Vision Insurance:

Employees may purchase the same plan as offered to salary employees by paying the full amount of the premium charged to the Company by the carrier. Premium will be deducted in equal amounts from each paycheck on a pre-tax basis.

Life Insurance:

\$68,000

AD&D:

\$30,000

A&S: (up to 26 weeks)

<u>Yr. 1</u>	<u>Yr. 2</u>	<u>Yr. 3</u>
\$510	\$520	\$530

A&S –Payable on the first day of the accident or sickness

Safety Shoes:

Up to \$175 per year for the actual purchase of metatarsal safety shoes.

Employees who have their safety shoes ruined or destroyed at work will have them replaced upon supervision approval.

Safety Glasses:

The company will provide one (1) pair of Rx safety glasses per year. In the event the glasses are broken at work, they will be replaced at no cost to the employee. Said employee must present the broken glasses before they will be replaced. The company will pay for only one (1) broken replacement pair per year.

Pension:

Effective December 31, 2010, years of service and multiplier will be frozen. Service will no longer accrue after this date for pension purposes. The Company will re-institute the 401(k) plan that currently exists for the bargaining unit employees at Hussey Copper in Leetsdale, PA. The Company agrees to provide the current matching contribution of 100% of the first 6% invested through the life of this contract.

The 401(k) matching contributions detailed above will not be effective until Quarter 1 of 2023, and will not be retroactive.

Memorandum of Understanding --- EOWEO (Every Other Week-End Off)

- All shifts are twelve (12) hours. Either 5:00 A.M to 5:00 P.M. or 5:00 P.M. to 5:00 A.M. The parties agree that the starting and quitting times may be changed by mutual agreement.
- The payroll period shall be weekly (Friday - no later than noon - but understood that checks will be distributed sooner if the checks are on site).
- Overtime, at the rate of time and one half, is only paid for over 12 hours worked in a single day and over 40 hours in a pay period. Double time will be paid for the second “off day” worked in a work week providing the employee actually worked the other three or four days and hours scheduled to work. There will be no pyramiding of hours.
- A normal pay period will include either 36 or 48 hours plus applicable overtime.
- The week is defined as Sunday through Saturday. If an employee’s schedule is to change from EOWEO to 15 turn or visa versa, the company will post the work schedule by 2:00 P.M. on Tuesday for the following week.
- Every other week end off includes three (3) days; Saturday, Sunday & Monday.
- **Holiday Pay:**
Employees will receive a minimum of eight hours of holiday pay for those holidays specified in the Labor Agreement regardless if he/she was scheduled to work or not. In other words, if an employee is scheduled off on a particular Monday and it happens to be a specified Holiday, that employee will still receive 8 hours holiday pay. If an employee was scheduled to work and the plant elects to not operate that day, then this employee would be paid 12 hours holiday pay. If an employee works on a Holiday, he/she will receive 12 hours Holiday pay and double time for hours actually worked as per the Labor Agreement. A Holiday will only count as time worked for O.T. purposes if it is a scheduled workday and the plant did not work. There will be no pyramiding of hours.
- **Vacation Pay:**
Equals 40 hours.
- **Shift Differential:**
Paid at \$0.60/hr. for all hours worked between 5:00 P.M. and 5:00 A.M. (or agreed to PM shift time). Effective October 1, 2022, the differential for such hours will be \$0.60/hr.
- Saturday and Sunday overtime rules including pay practices do not apply as these days may be part of a normally scheduled workweek.
- Day Crew workweek begins at 5:00 A.M. Sunday and the Night Crew at 5:00 P.M. on Sunday.
*Subject to change per above starting and quitting times.
- Employees will not be forced to work more than 12 hours per day.
- Employees shall be permitted to take three (3) 10-minute break periods and a 20-minute lunch period and a 5 minute “wash-up” time during each 12 hours of work and a 5-minute wash-up time at the end of their shift. The lunch times will be 11pm and 11am (or adjusted to the mid- point of shift if not on a 5pm-5am schedule).

- The parties agree that Management has the right to determine that certain operations may not be deemed appropriate for the EOWEO schedule due to such circumstances as metal flow, customer demand, etc. In this case those operations will revert to a normal 15 turn operation and all provisions of the CBA associated with a ‘normal’ work week shall apply.
- This agreement is intended to provide the conditions of the EOWEO continuous operation schedule. All other applicable language in the Collective Bargaining Agreement shall remain in force. The parties agree that if in the future conflicting provisions are discovered that the parties will meet to resolve said issues within 3 days subject to the grievance procedure.
- Funeral leave and Jury Duty service will be paid in accordance with the CBA but substituting 12 hours where 8 hours is currently indicated.
- The Birthday Holiday must be scheduled with established practices and the employee will be entitled to 12 hours of pay instead of 8.
- Plant seniority will govern when bidding to the 12-hour shifts.
- Employees may be scheduled on an off day to cover for vacations and Worker’s Compensation, Accident and Sickness, bereavement, leaves of absence, FMLA, union Business and jury duty. (Verification will be provided to the Unit President upon request). The company will solicit for volunteers as described in the CBA. If the company is unable to fill the vacancies with volunteers, then the junior qualified employee will be forced to work. If a second day of forcing is required in the same work week the next junior employee will be forced so as not to force the same employee twice in a given work week.

WAGE SCHEDULES

Full Rate*			
Labor Group	01-Oct-2022	02-Oct-2023	07-Oct-2024
1	\$ 22.59	\$ 24.09	\$ 25.59
2	22.84	24.34	25.84
3	22.96	24.46	25.96
4	23.19	24.69	26.19
5	23.33	24.83	26.33
6	23.53	25.03	26.53
7	23.67	25.17	26.67
8	23.84	25.34	26.84
9	24.03	25.53	27.03
10	24.19	25.69	27.19
11	24.32	25.82	27.32
12	24.54	26.04	27.54
13	24.69	26.19	27.69
14	24.88	26.38	27.88
15	25.04	26.54	28.04
16	25.14	26.64	28.14
17	25.38	26.88	28.38
18	25.53	27.03	28.53
19	25.75	27.25	28.75
20	25.92	27.42	28.92
21	26.13	27.63	29.13
22	26.29	27.79	29.29
23	26.50	28.00	29.50
24	26.66	28.16	29.66
25	26.88	28.38	29.88
26	27.10	28.60	30.10
27	27.32	28.82	30.32
28	28.39	29.89	31.39
29	29.17	30.67	32.17
30	32.00	33.50	35.00
32	34.00	35.50	37.00

* See Article II, Paragraph A.

95% of Full Rate*			
Labor Group	01-Oct-2022	02-Oct-2023	07-Oct-2024
1	\$ 21.46	\$ 22.89	\$ 24.31
2	21.70	23.12	24.55
3	21.81	23.24	24.66
4	22.03	23.46	24.88
5	22.16	23.59	25.01
6	22.35	23.78	25.20
7	22.49	23.91	25.34
8	22.65	24.07	25.50
9	22.83	24.25	25.68
10	22.98	24.41	25.83
11	23.10	24.53	25.95
12	23.31	24.74	26.16
13	23.46	24.88	26.31
14	23.64	25.06	26.49
15	23.79	25.21	26.64
16	23.88	25.31	26.73
17	24.11	25.54	26.96
18	24.25	25.68	27.10
19	24.46	25.89	27.31
20	24.62	26.05	27.47
21	24.82	26.25	27.67
22	24.98	26.40	27.83
23	25.18	26.60	28.03
24	25.33	26.75	28.18
25	25.54	26.96	28.39
26	25.75	27.17	28.60
27	25.95	27.38	28.80
28	26.97	28.40	29.82
29	27.71	29.14	30.56
30	30.40	31.83	33.25
32	32.30	33.73	35.15

* See Article II, Paragraph A.

The Company agrees to pay certain hazmat certified operators thirty (.30) cents per hour in addition to the regular rate of pay. Employees will only receive hazmat pay when they are working in an operator position that requires a hazmat certification.

ARTICLE XXII --- DURATION OF AGREEMENT

This Agreement is dated October 1, 2022 and shall remain in full force and effect until 8:00 a.m. October 4, 2025, (first Saturday in October) and shall continue in full force and effect from year to year thereafter unless either party shall, not less than sixty (60) days before October 4, 2025, notify the other party in writing that it desires to negotiate a change or changes therein. In the event notice is given by either party to the other as herein provided, negotiations between the parties shall begin as soon as mutually convenient to both parties.

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