

2563

1,000 workers

BETWEEN
EYER PIPE COMPANY
EYER, TEXAS
AND THE
UNITED STEELWORKERS
LOCAL NO. 1157-L
NOVEMBER 6, 2005
THROUGH
NOVEMBER 7, 2009

79 pages

AGREEMENT
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UNITED STEELWORKERS
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PURPOSE OF THE AGREEMENT

- 1 It is the intention and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationship between the Company, the Union and the employees. It is recognized by both parties that they have a mutual interest in maintaining friendly cooperation between the Company, the Union and the employees which will permit safe, economical and efficient operation of the Company and that will insure to the mutual benefits of both parties.
- 2 The Union agrees that it will cooperate with the Company and support its efforts to assure a full day's work on the part of its members and the employees it represents; that it will cooperate with the Company to combat absenteeism and any other practices, which restrict production. It further agrees that it will support the Company in its efforts to improve service, eliminate waste; conserve materials and supplies; improve the quality of workmanship; prevent accidents and strengthen goodwill between the Company, the employees, the customer, the Union and the public. The Union further agrees at all times, so far as in its power, to encourage each member of the Union who is an employee of the Company to abide by all reasonable operating rules and regulations of the Company that do not conflict with this Agreement. The Company and the Union agree that an employee involvement program may be established to encourage employees to offer input regarding improvements to production, safety, training and development of employee skills so as to provide enhanced advancement opportunities for the employees and the continued success of the Company. Any questions or decisions resulting from employee input shall be at the sole discretion of the Company.

NON-DISCRIMINATION

- 3 It is the policy of the Company and the Union that the provisions of this Agreement be applied to all employees covered by this Agreement without regard to race, color, religion, sex, national origin, age, permanent disability, marital status, sexual orientation or military status. Any claims of violation of this policy may be taken up as a grievance, provided that any such claim must set forth the details of the alleged violation by the time it is presented by the Union at a meeting with Management.

ARTICLE I

RECOGNITION

- 4 The Company recognizes the International Union as the sole and exclusive bargaining agent with respect to rates of pay, wages, benefits and other working conditions as defined in the National Labor Relations Board Certification issued on October 2, 1992 as Case No. 16-RC-9526-
- 5 INCLUDED: All production and maintenance employees, hourly paid shipping and receiving employees, garage mechanics, unloading and clean-up employees, hourly paid production lab employees and hourly paid technical service employees.
- 6 EXCLUDED: All office clerical employees, plant clerical employees, salaried employees, professional employees, and supervisors as defined in the Act.

ARTICLE II

MANAGEMENT RIGHTS

- 7 This Agreement is not intended to interfere with, abridge or limit the Company's right to manage its business. In order to operate its business and except as expressly and specifically limited or restricted by a provision of this Agreement, the Company reserves and retains in full, exclusively and completely, any and all management rights, prerogatives, and privileges previously vested in or exercised by the Company, and the *unqualified* right to place any and all of such rights into effect without notice to, or negotiations with, the Union. These rights include, but are not limited to: the right to plan, direct, control, increase or decrease the operations, the right to determine whether the operations or any part thereof continues; the right to establish new jobs and job classifications and to abolish, combine or change existing classifications and their requirements; the initial right to establish the rate of pay for a new job classification or when a classification is reevaluated which thereafter would be subject to negotiations to establish a permanent rate; the right to determine the price of products or services; the right to determine the products or services to be sold or handled including their quantity and quality; the right to determine where the products shall be manufactured and/or services rendered; right to, in its discretion, schedule and assign or reassign work duties for regular and overtime work and to establish reasonable standards in accordance with its determination of the needs of the job and the operation; the right to increase or decrease the number of jobs, employees, shifts and/or the number of working hours per day or per week; the right to determine shift schedules and change such scheduling; the right to have its work or any portion thereof including repairs

and/or maintenance done by any person, Company facility, firm or corporation; the right to establish, modify, rescind or change and the right to enforce safety rules for the orderly conduct of plant operations, including the right to impose discipline, up to and including discharge for just cause, for violation thereof, the right to determine the need for and administration of physical examination, drug tests or other tests for the security of the employees, plant premises or other property of the Company and the Company paying for the administration of the test; the right to determine the qualifications for, or make the selection of, its managerial and supervisory forces; the right to purchase products, materials and parts from any source including the right to determine the purchase price of all such purchases; the right to determine whether to use employees full time or temporary; the right to change materials, processes, methods, techniques and/or machines, equipment and operations and to discontinue or introduce new materials, processes, methods techniques and/or machines, equipment and products; the right to determine the method of funding each Company benefit including the identity and selection of the carrier or trustee. The Company shall be the sole judge of applicants for employment as well as employee qualifications, physical fitness and the skills required for each job classification and the qualifications and standards necessary for any of the jobs it may have or may create in the future. The Company shall determine the number of employees it shall employ at any one time, the number assigned to any particular function or assigned area, the policies affecting the selection and training of new employees, and the right to establish, revise or discontinue policies, practices, procedures, rules and regulations for the conduct of business, and from time to time to change, amend, modify or abolish such policies, practices, rules and regulations provided such changes do

not conflict with the terms of this Agreement. If the Company exercises its right with respect to changes or discontinuance of policies, practice, procedures, rules and regulations for the conduct of the business, it will notify the Union of such. Subject to the provisions of this Agreement, the Company shall have the right to determine when overtime shall be worked and to require employees to work overtime; the right to transfer employees from job to job, work station to work station, and shift to shift, and to change, add to or reduce the number of employees, shift and work schedules; the right to determine whether, when and where there is a job opening; the right to separate employees without seniority subject only to expressed provisions of this Agreement; the right, in its sole discretion, to hire or rehire employees, transfer or layoff employees because of lack of work or other legitimate reason, and recall employees who are laid off; demote, promote, suspend, discipline or discharge for just cause.

- 8 It is expressly understood and agreed that all rights heretofore exercised by the Company or inherent in the Company as the owner and operator of the business, or as an incident to the management thereof, not expressly contracted away by a specific provision of this Agreement are retained solely by the Company. Any rights granted to or acquired by the employees or the Union under this Agreement or during its life shall have no application beyond the terms of this Agreement or any renewal thereof.
- 9 The failure of the Company to exercise any power, function, authority or right reserved or retained by it, or the exercise of any power, function, authority or right in a particular manner shall not be deemed a waiver if the right of the Company to exercise such power, function, authority or right, or to preclude the Company from

exercising the same in some other manner, so long as it does not conflict with an express provision of this Agreement.

- 10 The Company has and shall retain the right to move, sell, close, liquidate or consolidate the facilities in whole or in part, and to separate its employees in connection with said moving, selling, closing or liquidating of the facilities or any portion thereof; however, in the event the Company decides to do so, it will negotiate with the Union concerning the effects thereof upon the employees. It is fully understood and agreed that the decision to move, sell, close or liquidate shall rest solely with the Company and its obligation shall be limited to advising concerning such decision and negotiating concerning the effects thereof on the employees.
- 11 It is further agreed that the Company shall have the unrestricted right to determine where its work shall be performed and may, notwithstanding this Agreement or any provision herein, transfer work to or from the location covered by this Agreement to any other location, as it may deem necessary or appropriate, at any time.

ARTICLE III

CHECK-OFF AND DEDUCTIONS

- 12 The Company, on receipt of an individual written authorization from employees, on United Steelworkers of America Check-Off Authorization Forms and in accordance with the provisions thereof, will deduct each pay period the Union dues of such employees for that pay period, and initiation fees if permitted by State and Federal Law, in amounts as determined in accordance with the provisions of the Constitution of the International Union now in effect, and promptly remit the same to the International

Secretary/Treasurer of the Union.

- 13 This assignment and authorization shall be effective and cannot be canceled for a period of one (1) year from the date appearing above or until the termination date of the current collective bargaining agreement between the Company and the Union, whichever occurs sooner.

ARTICLE III-I

- 14 The Company shall submit the dues deducted each month to the USWA International Union Secretary/Treasurer, J. Gateway Central, Pittsburgh, Pa. 15222.
- 15 These amounts can be amended by authorization from the International Union Representative with approval by the Local 1157 President.
- 16 The Company shall submit to the Financial Secretary of the Local Union or his designated representative promptly after the close of the first pay period of each month a revised list of employees who have check off cards on file with the Company but from whom no dues were deducted during the preceding month. This list will show the reason why the Company did not make such deductions.
- 17 The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company in reliance upon the written authorization furnished to the Company under the provisions of this Section.
- 18 It is understood that the Company's Agreement is limited to authorized deductions from the employee's pay.

ARTICLE IV

GRIEVANCE PROCEDURE

DEFINITIONS:

- 19 A grievance is defined to be any matter involving an alleged violation of the Company's Policies, Procedures and Work Rules by an employee or an
- alleged violation of an expressed provision of the CBA by the Company arising during the term of this Agreement as a result of which the aggrieved employee maintains that his rights or privileges have been violated.
- 20 For purposes of this Article the terms "days" and "working days" will mean the Monday through Friday calendar days and will exclude Saturday's, Sunday's, Holidays listed in Article V, Section 4 and days designated as a "Dark Plant" by the Company. A Dark Plant is defined as a period of time in which the Plant is not operating on a normal production schedule.

SECTION 1:

- 21 The parties of this Agreement recognize that grievances should be settled promptly and as close to the source as possible. Therefore, both parties will endeavor to present all the facts relating to the grievance at the first step of the grievance procedure. All grievances must be filed immediately but no later than five (5) working days after having knowledge of the alleged violation.
- 22 The steps in the grievance procedure shall be as follows:

STEP ONE

- 23 Any employee or one designated member of a group of seniority employees having a grievance may first take up the grievance with their supervisor who will attempt to adjust the grievance.
- 24 Any employee may request their supervisor to call the Union Representative to handle the grievance with the supervisor.
- 25 Failing to settle such grievance with the supervisor, the grievance shall be reduced to writing by the Union Representative on forms mutually agreed upon and furnished by the Company, signed by the employee(s) involved and presented to the supervisor with a copy given to Human Resources by the Representative within two days of the date the grievance was given to the supervisor. The supervisor shall give his written answer to the grievance within five (5) working days from the presentation of the grievance, unless extended by mutual agreement.
- 26 Failure to give a copy to Human Resources within two days will extend the supervisor's time to respond to the grievance by the same amount of time the grievance was delayed in being given to Human Resources.
- 27 If Management fails to give its written answer to a grievance within the time limits provided above, the grievance will be awarded to the grievant in full unless it is mutually agreed to by both parties to extend the time limits. Any grievance not appealed from a decision at this step of the procedure to the next step within five (5) working days of such decision shall be considered settled on the basis of the last decision and not subject to further appeal.

STEP TWO

- 28 If the written grievance is not adjusted at Step One, the Union Representative may appeal the grievance to the Plant Manager involved and they will endeavor to adjust the grievance. The Plant Manager shall give a written answer to the Union Representative within five (5) working days after receipt of the appealed grievance, unless extended by mutual agreement.
- 29 If Management fails to give its written answer to a grievance within the time limits provided above, the grievance will be awarded to the grievant in full unless it is mutually agreed by the parties to extend the time limits.
- 30 Any grievance not appealed by the Union from a decision from the Company at this step of the procedure to the third step within five (5) working days of such decision shall be considered settled on the basis of the last decision and not subject to further appeal.

STEP THREE

- 31 If the written grievance is not adjusted at Step Two, the Union Representative may appeal the grievance to the Members of the Administrators of the Grievance Handling Process for a meeting with the Management Committee, one member whom shall be a representative of the Human Resources Department. Management shall give a written answer to the Members of the Administrators of the Grievance Handling Process within fifteen (15) days after the hearing of the grievance, unless extended by mutual agreement.

STEP FOUR-ARBITRATION

- 32 If the written grievance is not adjusted at the Third Step and the Union believes it has grounds for further appeal, the Union will file a Notice of Appeal with the Human Resources Department within thirty (30) days after receipt of Management's written answer, or the case shall be automatically settled based on Management's last written answer and not subject to further appeal.
- 33 Failure to request an arbitration panel within twenty (20) working days of notice to appeal the case to arbitration will automatically settle the case based on Management's last written answer and not subject to any further appeal.
- 34 If new facts regarding a case become available to either party that party may request that the case in question be referred back to the Third Step of the Grievance Procedure for further discussion.
- 35 The parties agree they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) names from which the parties shall make a selection. The Company and the Union each reserve the right to request another panel from the Federal Mediation and Conciliation Service. On the date set by the Impartial Arbitrator, the parties shall at the time and place in the Tyler, Texas area, appointed by the Impartial Arbitrator, appear and present a statement of the issues involved, either in writing, orally, or both, as each party may desire.
- 36 The Impartial Arbitrator shall render a decision on every grievance, which has been submitted to him within thirty (30) days from the date of receipt of post arbitration briefs filed by all the parties unless additional time is requested by the Arbitrator and mutually agreed to by the Company and the Union.

GRIEVANCE PROCEDURE - MISCELLANEOUS

SECTION 2:

- 37 A. Controversies may arise of a nature so general as directly to affect all or a major portion of the employees of the plant. It is agreed that issues of this nature need not be subjected to the entire grievance procedure, but may be initiated by the Union at the Third Step of the Grievance Procedure.
- 38 B. The Company, upon request of the Union, will permit an International Representative to participate in the Third Step of the Grievance Procedure.
- 39 C. Third Step grievance meetings between Management and the Union will be scheduled no later than thirty (30) working days after the 2nd step meeting.
- 40 D. The Union shall keep Management informed with a complete and up-to-date list of the names of all Union representatives of the Members of the Administrators of the Grievance Handling Process and Officers of the Union. Management shall keep the Union informed with a complete and up-to-date list of the names of all supervisors and representatives of Management.
- 41 E. Grievances alleging a violation of the Retirement Plan should be initiated at the Third Step of the Grievance Procedure.
- 42 F. Grievances involving suspensions and discharges may be filed at the First or Second Step

of the Grievance Procedure.

- 43 G. Union Representatives will be paid, for no longer than their scheduled working hours, when requested by Management to leave their job in order to conduct Union business. Union Representatives will not be paid to conduct Union business after their scheduled working hours.

DISCIPLINARY LAYOFFS AND DISCHARGES

SECTION 3:

- 44 A. Any employee who has been disciplined by a suspension, layoff or a discharge will be furnished a brief written statement describing the misconduct for which he or she has been suspended, laid off or discharged and, in the case of layoff, the extent of the discipline. In some cases, involving suspension, it may not be possible to furnish a brief written statement before or immediately after an employee has been suspended. In these cases, a brief written statement will be furnished to the employee as soon as practical.
- 45 B. The Union will be advised in writing within one (1) working day of the fact of suspension, layoff or discharge and will be given a copy of the statement given to the employee.
- 46 C. An employee will be tendered a copy of any warning, reprimand or disciplinary layoff entered on their personnel record within three (3) days of the action taken. An identical copy will also be given to the employee's Union Representative or placed in the Union President's mailbox if the

Union Representative was not present.

- 47 D. In imposing discipline on a current charge, Management will not take into account any prior infractions, which occurred more than twelve (12) months previously. However, in cases where an employee has been absent from work for an extended period of time, the period of absence will not be included in the review of the previous twelve (12) month period.
- 48 E. An employee may review their Personnel Record after making a request through their supervisor to Human Resources.
- 49 F. It is Management's intent, to the best of their ability, to advise the employee(s) that Union representation is available when recorded content or discipline is being considered.

POWERS OF THE ARBITRATOR

SECTION 4:

- 50 A. The Arbitrator shall have only the function set forth herein. The Arbitrator may make investigations as he may deem proper, hold a hearing open to the parties and examine the witnesses of each party.
- 51 B. The Arbitrator shall be empowered to render a decision after due investigation on any case involving matters covered by this agreement except matters pertaining to all IRS Qualified Benefit Plans, excluding the Savings & Investment Plan and Pension Plan; Company policies not a part of this Agreement, or to add to

or subtract from or modify any of the terms of this Agreement or any agreements made supplementary hereto; nor to establish or change any salary or wage. The Arbitrator is precluded from awarding punitive damages. Any case appealed to the Arbitrator on which he has no power to rule shall be referred back to the parties without a decision.

- 52 C. Any claims including claims for back wages by an employee covered by this Agreement, or by the Union, against the Company shall not be valid for a period prior to the date the grievance was first filed in writing, except that if the circumstances of the cases made it impossible for the employee, or the Union, as the case may be, to know that he or the Union had grounds for such a claim prior to that date, the claim shall be limited retroactively to a period thirty (30) days prior to the date the claim was first filed in writing.
- 53 D. All claims for back wages shall be limited to the amount of wages the employee would have earned from employment with the Company during the periods as defined above, limited to forty (40) hours per week at the normal rate of pay.
- 54 E. No decision of the Arbitrator or of Management in one case shall create a basis for a retroactive adjustment in any other case prior to the date of written filing of each such specific.
- 55 F. After a case on which the Arbitrator is empowered to rule hereunder has been referred to him, it may not be withdrawn prior to the hearing by either party except by mutual consent.

- 56 G. There shall be no appeal from the Arbitrator's decision, which will be final and binding on the Union and its members, the employee or employees involved, and the Company. The Union will discourage any attempt by its members and will not encourage or cooperate with any of its members in any appeal to any court or Governmental Agency from the decision of the Arbitrator. With respect to the processing, disposition and/or settlement of any grievance initiated under the Grievance Procedure Section of this Agreement, and with respect to any court action claiming or alleging a violation of this Agreement, or other agreement amendatory or supplemental hereto, the Union shall be the sole and exclusive representative of the employee or employees covered by this Agreement.
- 57 H. The disposition or settlement, by the Company or between the Company and the Union, of any grievance or other matter, shall constitute a full and complete settlement thereof and shall be final and binding upon the Union and its members, the employee or employees involved, and the Company. Neither the Company, nor the Union, nor any employee or group of employees, may initiate or cause to be initiated or press any court action claiming or alleging a violation of this Agreement or other agreement amendatory or supplemental hereto, where such claim is also the subject matter of a grievance which is then open at any step of the Grievance Procedure. No employee or former employee shall have any right under this Agreement in any claims, proceeding, action or otherwise on the basis, or by reason, of any claim that the Union or any Union officer or representative has acted or failed to act

relative to presentation, prosecution, or settlement of any grievance or other matter as to which the Union or any Union officer or representative has authority or discretion to act or not to act under the terms of this Agreement.

- 58 f. The mutually agreed expenses and compensation of the Arbitrator shall be equally shared between the Company and the Union.

ARTICLE V GENERAL WAGES AND HOURS

Pay Grade	Job Classification	Effective 11/6/2005	Effective 11/5/2006	Effective 11/4/2007	Effective 11/2/2008
1		B 7.46 J 8.94	B 7.46 J 9.08	B 7.46 J 9.19	B 7.46 J 9.30
2		B 7.61 J 9.12	B 7.61 J 9.25	B 7.61 J 9.37	B 7.61 J 9.48
3		B 7.80 J 9.34	B 7.80 J 9.48	B 7.80 J 9.60	B 7.80 J 9.72
4		B 8.29 J 9.89	B 8.29 J 10.04	B 8.29 J 10.17	B 8.29 J 10.29
5		B 8.60 J 10.29	B 8.60 J 10.44	B 8.60 J 10.58	B 8.60 J 10.70
6		B 8.97 J 10.74	B 8.97 J 10.90	B 8.97 J 11.04	B 8.97 J 11.17
7	General Clean up & Laborer Small Sweeper Operator	B 9.55 J 11.45	B 9.55 J 11.61	B 9.55 J 11.77	B 9.55 J 11.90
8	Automobile Mechanic B Cupola Tender & Repair Person Ladle Liner A Machine Operator A Spray Mix Operator Warehouse Worker A	B 10.29 J 12.32	B 10.29 J 12.50	B 10.29 J 12.67	B 10.29 J 12.82
9	Cold Box Proc./Core Maker Core Hauler - Impact Desulphurizing Ladle Rpr. Person Fitting Process Drill Operator Fitting Process Fork Operator Fitting Process Lina Tender Fitting Process Mill Operator Fork Truck Operator-Production Line Heavy Equipment Operator Hub Core Machine Operator Permanent Mold Fin. A Pipe Processor Shell Core Machine Operator Wads. Fin. Goods Handler Water Treatment Operator B-3 Yard Utility	B 11.23 J 13.57	B 11.23 J 13.77	B 11.23 J 13.95	B 11.23 J 14.11

Pay Grade	Job Classification	Effective 11/6/2005	Effective 11/5/2006	Effective 11/4/2007	Effective 11/2/2008
10	ABC Core Machine Operator ABC Core Processor Automotive Mechanic A Bottom/ Pressure Pourer Operator Bridge Magnet Crane Operator Brush & Spray Station Operator Cement Wiper CNC Operator A Core Setter – Impact Core Setter & Transfer –PMW Customer Order Processor Equipment Operator A Fitting Conveyor Casting Inspector Fitting Process Salvage Operator Fitting Process Set up Industrial Painter A Iron Transfer- Monorail Iron Transfer – SP Laempe Machine Operator A Machinist A Pattern Repair Person A Permanent Mold Fin. A-2 Reamer & Extractor Operator Relief Worker – Akers Relief Worker - All Areas Shakeout- PMW Shakeout – SP Molding Slinger Operator Spray – Core Setter- Extractor Wade Customer Order Processor Water Treatment Operator –A	B 12.56 J 15.44	B 12.56 J 15.67	B 12.56 J 15.87	B 12.56 J 16.06

Pay Grade	Job Classification	Effective 11/6/2005	Effective 11/5/2006	Effective 11/4/2007	Effective 11/2/2008		
11	Airset Coremaker/ Machine Oper. Application Tech. 2 Casting Processor Cupola Operator Furnace - Water Treatment Tech. Iron Pourer- Akera Iron Pourer - PMW Iron Pourer - SP Molding Iron Transfer - Crane Lab Technician Machine Tool Repair Person Master Mechanic - Garage Millroom Casting Controller MLD Production Operator Molding Machine Operator Permanent Mold Machinist Pipe Bundling Operator Quality Auditor Relief Worker - NP Cupola Sr. Cement Liner Operator Senior CNC Operator Sr. Core Box Set-Up Sr. Furnace Operator Sr. Iron Ladle Repair Person Sr. Maintenance Mechanic Sr. Production Finish Operator Vacuum Truck Operator	B 13.88 J 16.68	B 13.88 J 16.93	B 13.88 J 17.15	B 13.88 J 17.35		
	12	Master Mobile Mechanic	16.98	17.23	17.45	17.66	
	13	CNC Journeyman CNC Machinist	18.02	18.29	18.52	18.74	
		Journeyman Pattern Maker					
		Journeyman Pattern Machinist					
		Journeyman Pattern Welder					
	14	Master Millwright	J1 14.55 J2 17.79 J3 19.94	14.76 18.05 20.23	14.96 18.28 20.50	15.13 18.50 20.74	
		Master Millwright Max *	21.46	21.78	22.06	22.32	
		15	Master Electrician	J1 14.55 J2 17.79 J3 19.94	14.76 18.05 20.23	14.96 18.28 20.50	15.13 18.50 20.74
			Master Electrician Max *	22.50	22.83	23.13	23.40

* Progression to the maximum requires passing appropriate course material or performance appraisal.

- 59 Employees who are hired into the Master Millwright or Master Electrician jobs will be placed in that classification based on the test scores achieved:
1. Scores of 70 or better will start that individual at the J-3 rate.
 2. Scores of 55-69 will start at the J-2 rate..
 3. Scores of 45-54 will start at the J-1 rate.
- 60 Persons hired into this classification @ the J-1 or J-2 rate will be tested every ninety (90) days. If they achieve a higher score allowing them to move up in pay it will be made effective the full pay period following test day. If a person does not achieve movement at least one step in 180 days, they will be removed from the skilled trades master millwright/electricians program, placed into the open positions in the plant if they are qualified to perform the job, if no jobs are available they will be terminated.

GENERAL WAGES PROVISIONS

SECTION 2:

- 61 A. When a new job or new classification is created or when changes are made in equipment or methods of processing which will result in substantial changes in the job duties or procedures, wage rates will be established by use of a job evaluation plan based on sound industrial engineering principles.
- 62 When a job evaluation has been completed and before becoming effective, the Union will be advised in writing as to the established rate as far in advance of the effective date as possible, but not less than two (2) working days prior to the effective date exclusive of Saturday, Sunday and Holidays. Any dispute that may arise in

respect to the equity of the rate shall be subject to review under the grievance procedure including arbitration. Upon request, Management will give to the Union copies of supporting data showing the basis upon which the rate was determined.

- 63 Material and/or information should be provided to the Union Job Evaluation Committee person, to enable him/her to make a fair assessment of the job in question, upon request.
- 64 B. If an employee is temporarily transferred to another job, the employee will be paid his current grade rate or the rate of the job to which assigned, whichever is higher. If an employee works overtime on a job that is not their regularly assigned job, they will be paid the rate of the job accepted.
- 65 C. Employees who perform clean up work as a "project" accomplished outside their normal work schedule will be paid at Job Grade 7 plus any overtime or double time as defined in this contract. The overtime or double time pay would apply to the hours worked outside the employees normal work schedule. Clean up "project" work will be offered on a voluntary basis. If inadequate volunteers are available, mandatory overtime will be used.
- D. MODIFIED DUTY
1. OBJECTIVES
- 66 To return employees who were injured at work to a temporary job within their medical restrictions. The Company reserves the right to determine the length of time each employee occupies those jobs and the ability to discontinue this program at any time with or with-

out notice. The employee assigned on a job and subsequently removed will be re-assigned to an available position in accordance with their medical restrictions. Such employees so assigned will receive the rate of pay for the job being performed.

2. ASSIGNMENTS

- 67 Assignments will be as follows: to replace an employee who is absent for vacation, for leaves of absence, for temporary openings, or any job not posted under the General Provisions of Job Posting. Such assignments will be filled by considering the needs of the employee(s) who are currently filling the position(s) with the objective of reaching a mutual agreement. Failing to reach an agreement, Management will assign. In no event will a senior employee be laid off when making such assignment.

3. NOTIFICATION

- 68 The Union will be furnished a list each week indicating the names of employees on modified duty and the department where they are working.

GENERAL WAGES & HOURS

SECTION 3:

- 69 Hourly employees will be compensated as follows:

STRAIGHT TIME

- 70 For first forty (40) hours worked in the employee's work week.

TIME & ONE-HALF

- 71 For time worked in excess of forty (40) hours in the employee's workweek. Holidays, jury duty and bereavement days shall count as time worked for the purposes of computing time worked in excess of forty (40) hours in the employee's work week.

DOUBLE TIME

- 72 A. For time worked on the seventh consecutive scheduled day in the employee's work week, provided the employee has worked in excess of forty-eight (48) hours during the current work week, or
- 73 B. For overtime hours worked on Sunday, provided the employee has worked in excess of forty (40) hours during the workweek, holidays, jury duty and bereavement days shall be counted as time worked for the purpose of computing time worked in excess of forty (40) hours in the employee's workweek.
- 74 C. For those employees who may be scheduled to work the B shift (or weekend crew), double time will be paid for hours worked in excess of forty-eight (48) hours in the employee's work week.

SHIFT PREMIUM

- 75 A shift premium of thirty-five (\$0.35) cents will be paid for all hours scheduled and worked between 6:00 p.m. and 6:00 a.m. from November 6, 2005 through November 3, 2007.
- 76 A shift premium of forty (\$0.40) cents will be paid for all hours scheduled and worked between 6:00 p.m. and 6:00 a.m. from November 4, 2007 through November

7, 2009.

CONSECUTIVE DAYS OFF

- 77 Employees whose five (5) day work week schedule is such that they are not scheduled consecutive days off, will be paid a shift premium of thirty (30) cents for all hours worked on the fifth day of the work week schedule. This shift premium will be in addition to any shift premium an employee is eligible for in regards to hours worked during certain times of the day.

OVERPAYMENT

- 78 Deductions from an employee's wages to recover overpayment made in error will be made as soon as the Company is aware of the overpayment and after the employee has been notified.

UNDERPAYMENT

- 79 When an employee is under paid, and reports such, a "make up" payment will be made as follows:
- 80 The Company will process separate a "make up" check as soon as possible, but within two days of being made aware of any under payment that exceeds 4 hours pay. Any amount that is 4 hours pay or less, the Company will process the short pay on the next regular paycheck on the next normal payday.

GENERAL WAGES & HOURS HOLIDAY PAY

SECTION 4:

- 81 Employees shall be paid for specified holidays as provided

hereinafter:

New Year's Day
Labor Day
Dr. Martin Luther King's Birthday
Thanksgiving Day
Good Friday
Friday after Thanksgiving
Memorial Day
Christmas Eve Day
Fourth of July
Christmas Day

provided they meet all of the following eligibility rules unless otherwise provided:

- 82 1. The employee has seniority as of the date of each specified holiday.
- 83 2. The employee must have worked the last scheduled work day prior to and the first scheduled work day after each specified holiday within the employee's scheduled work week.
- 84 3. If scheduled to work on the specified holiday, the employee works the scheduled day.
- 85 An otherwise eligible employee who begins an approved medical leave of absence in the week of or the week prior to the week in which the holiday falls or returns to work in the week the holiday falls shall be eligible to receive holiday pay.
- 86 An otherwise eligible employee who is placed on temporary or permanent layoff in the week of or the week prior to the week in which the holiday falls or returns to work from layoff in the week the holiday falls shall be eligible to receive holiday pay.

- 87 For purposes of this provision, the workweek begins on Sunday and ends on Saturday.
- 88 Eligible employees shall receive eight (8) hours pay computed at their hourly rate for each of the holidays specified.

GENERAL WAGES & HOURS
JURY DUTY PAY

SECTION 5:

- 89 Any seniority employee who is summoned and reports for jury duty, as prescribed by applicable law, or who reports for pre-jury duty examination required by the court, shall be paid by the Company the wages the employee would have earned by working during that day, up to eight (8) hours. In order to be eligible for payment, the employee must notify their supervisor within forty-eight (48) hours not counting Saturdays, Sundays or Holidays, after receipt of notice of selection for jury duty and must furnish a written record or receipt from the appropriate public official stating the date and time served.
- 90 The provisions of this section are not applicable to employees who, without being summoned, volunteer for jury duty.
- 91 An employee will not be required to work on the day they serve on Jury Duty.

GENERAL WAGES & HOURS
BEREAVEMENT PAY

SECTION 6:

- 92 When death occurs in a seniority employee's immediate family as defined below, he/she will be excused with pay for three (3) normally scheduled work days provided one of the

days is the day before the funeral, one of the days is the day of the funeral and one of the days is the day after the funeral and provided the employee attends the funeral.

- 93 For funerals that occur on Saturday or Sunday only two (2) days will be paid for Friday and Monday. Employees must provide notice as early as possible to supervision before taking bereavement leave and will be required to provide proof of attendance, at said funeral, and relationship to the employee.
- 94 Upon request, employees would be granted up to five (5) days of additional unpaid bereavement leave unless the employee requests earned but unused vacation.
- 95 Immediate family for purposes of this provision is defined as including the employee's:
- | | |
|--------------------------|------------------------------|
| Spouse | Employee's Grandparents |
| Child | Grandchildren |
| Brother | Sister-In-Law |
| Sister | Brother-In-Law |
| Parents | Son-in-Law |
| Current Spouse's Parents | Daughter-in-law |
| Employee's Stepparents | CurrentSpouse's Grandparents |
- 96 Legally adopted and stepchildren; half and stepbrothers and sisters are included in the definition of immediate family for the purposes of pay under this article.
- 97 Bereavement pay will be eight (8) hours at the employee's regular straight time rate.

GENERAL WAGES & HOURS
CALL-IN PAY/REPORTING PAY

SECTION 7:

A. Call-In Pay

- 98 An employee called back for emergency work after having completed his/her scheduled shift shall be paid no less than four (4) hours pay at the applicable hourly rate.

B. Report-In Pay

- 99 Except in cases of labor disputes or other conditions beyond the control of the Company, any employee reporting to work according to his/her work schedule and sent home without having been properly notified that there will be no work shall be paid a minimum of four (4) hours at the applicable hourly rate.
- 100 Report-In Pay will not be paid if conditions are beyond the control of Management defined as but not limited to fire, flood, storm, power outage, major equipment malfunction such as Cupolas, Impact Molding or Aker II & III (or their successors), raw material shortage, or other Acts of God. Notification of no work under these conditions will be made at the main turnstile bulletin board, Main Security Post, Water Treatment, Pattern Shop or Shipping time clocks.

GENERAL WAGES & HOURS
PAY FOR OCCUPATIONAL INJURY

SECTION 8:

- 101 When an employee is injured due to an occupational injury and is unable to resume work on the day of the injury, the employee will be paid to the end of their shift for that day, not to exceed ten (10) hours.
- 102 When an employee is injured due to an occupational injury and is able to resume work on the day of the injury, the

employee will be paid for the time spent, not to exceed ten (10) hours, in the Medical Department or other facility for treatment or consultation.

GENERAL WAGES & HOURS EQUALIZATION OF OVERTIME

SECTION 9:

- 103 The following rules shall govern the crediting of hours of overtime.
- 104 Overtime shall be equalized among the employees within the department, within the classification by shift, as far as practicable.
- 105 A weekly record shall be maintained to show the accumulated overtime hours for each employee, starting with the first week of January each year and ending with the last week of December of that year. In the first week of January of the next year, new sheets shall be prepared with carryover credit from the previous year in such a manner that the employee with the lowest number of hours shall be recorded as zero and others in the group adjusted accordingly.
- 106 Hours will be credited in terms of hours worked.
- 107 When hours are available to an employee and they are absent or fail to work for any reason, or if the employee declines an offer of work, the hours available to the employee shall be credited as if worked.
- 108 "Employees without seniority" shall not be placed into a group until they acquire seniority. "Employees without seniority" acquiring seniority will be charged with the highest hours of the group entered.

- 109 "Employees without seniority" shall be offered overtime in periods of part-time operations only after seniority employees have been offered the work and additional manpower is needed, provided the "Employees without seniority" are capable of doing the job required.
- 110 A seniority employee returning from a permanent layoff to their former group will be charged with highest hours of the group.
- 111 A seniority employee returning to work from a permanent lay-off and entering a new equalization group will be charged with the highest hours of the group entered.
- 112 An employee returning to the bargaining unit from a job outside of the bargaining unit will be charged with the highest hours of the group entered.
- 113 When an employee is transferred or moves from one group to another for any reason, the employee will be charged with the highest hours of the group entered.
- 114 Discrepancies will be reconciled through hours worked.

ARTICLE VI

SENIORITY **GENERAL PROVISIONS**

SECTION 1:

- 115 Seniority shall be plant wide in the classification within the departmental occupational group in which the employee's seniority is established.
- 116 When an employee acquires seniority, their name will be placed on the seniority list for their classification within their

departmental occupational group in descending seniority order.

- 117 Employees in the same classification within the same departmental occupational group with the same plant-wide seniority date shall be listed in alphabetical order of the first letter of their name. Employees whose last name begins with "A" will be considered to have the longest seniority and those with "Z" will be considered to have the shortest seniority.
- 118 Seniority lists for each departmental occupational group will be updated and posted within the department or other satisfactory area in the plant every three (3) months.
- 119 Following the end of each month, the Union will be furnished a list of employees who during the preceding month have:
- A. Been hired
 - B. Acquired seniority
 - C. Been granted a leave of absence of more than thirty (30) days
 - D. Returned to work from leaves of absences described in (C) above
 - E. Been laid off
 - F. Been recalled from layoff
 - G. Transferred
 - 1. into the bargaining unit, or
 - 2. out of the bargaining unit
 - H. Become deceased
 - I. Quit
 - J. Retired
 - K. Been Discharged
 - L. Been Terminated
- 120 When there is a reduction in the workforce, members of the Members of the Administrators of the Grievance Handling Process shall be considered the highest seniority employee in their classification within their departmental occupational

group.

- 121 If, after complying with the terms of the above paragraph, the Members of the Administrators of the Grievance Handling Process member's classification is eliminated within their departmental occupational group, the Committee member will displace the lowest seniority employee in his/her district on a job that is operating that they can perform.
- 122 If, after complying with the terms of this agreement, the Members of the Administrators of the Grievance Handling Process member is laid off, they will be the first to be recalled in their district or classification within their departmental occupational group.
- 123 Upon being relieved from the Members of the Administrators of the Grievance Handling Process, such employee shall revert to a normal employee status in accordance with the applicable rules of seniority.

SENIORITY **ACQUIRING SENIORITY**

SECTION 2:

- 124 Any employee having less than 90 scheduled work days of continuous service with the Company shall be considered as a probationary employee and as such entitled to no seniority rights or benefits. Should an employee become disabled through a personal injury or a workers' compensation injury, the time lost or the time spent on modified duty will extend the 90 day probationary period, provided the two parties mutually agree to do so.
- 125 The probationary period must be satisfied within six (6) months from date of hire.

- 126 Employees still in their probationary period may be released at anytime during the 90-scheduled work day period and such release will not be subject to the grievance procedure.

SENIORITY LOSS OF SENIORITY

SECTION 3:

- 127 Seniority shall be broken for the following reasons:
- 128 1. If the employee quits.
 - 129 2. If the employee is discharged for just cause.
 - 130 3. If the employee is absent for three working days without properly notifying Management of the absence. (Notification of the absence does not excuse the employee's absence and the employee could be subject to disciplinary action for the reported absence.) Prior to implementing this paragraph, the Company will consider circumstances that may have made it impossible for the employee, their family or some other individual to contact the company concerning their absence.
 - 131 4. If the employee fails to return to work from temporary layoff or suspension within two working days after being notified to report to work.
 - 132 5. If the employee fails to return to work from permanent layoff within one (1) week after being notified to report to work.
 - 133 6. If the employee fails to return to work within two working days after the expiration of an approved leave of absence.

- 134 7. If the employee is unable to return to their regular work duties after a nine (9) month leave of absence due to a non-occupational injury or illness or an aggregate of loss time that equals nine (9) months within an eighteen (18) month period from the start of the initial leave of absence.
- 135 8. If the employee is unable to return to their regular work duties after a one (1) year leave of absence due to an occupational injury or illness or an aggregate of loss time that equals one (1) year within a two (2) year period from the start of the initial leave of absence. Credited time will be given for the time delayed when denial of recommended medical procedures by the insurance carrier are subsequently allowed.
- 136 9 If the employee is absent from work for more than 50 per cent of the available work hours, less all contractual time off, in any calendar year.
- 137 10 If the employee is laid off for one (1) continuous calendar year.
- 138 11 If the employee retires.

SENIORITY LEAVES OF ABSENCE

SECTION 4:

- 139 All the below mentioned leaves of absence are without pay.

PERSONAL LEAVE

- 140 Upon application of a seniority employee and with approval by the Plant Manager or Location Manager in Distribution,

Wade and Facility Maintenance, a leave of absence may be granted for personal reasons for a period not to exceed thirty (30) days. Such leaves of absence shall not be renewed and seniority will accumulate during the leave. Up to one week of vacation time will be used by the employee in conjunction with their Personal Leave, if the employee has vacation time available.

MEDICAL LEAVE

- 141 By federal law the Company is required to extend Family Medical Leave rights to employees who have worked for the Company more than one (1) year and have worked more than 1250 hours in the last twelve (12) months. FMLA leave is unpaid and is for up to 12 weeks. An employee's earned but unused vacation time will be used during the 1st portion of the FMLA leave. Short-term disability can be applied concurrent with vacation after eight (8) days and will run for up to twenty-six (26) weeks. Any leave for a personal medical issue under this program must be supported and affirmed by certification from a doctor before fifteen (15) days expires once the leave has been identified as (FMLA) personal medical. Seniority will accumulate during the period of such leave.

OCCUPATIONAL LEAVE (WORKERS COMPENSATION LEAVE)

- 142 An employee who believes that he or she has suffered an on-the-job injury or illness must immediately report the incident to the employee's supervisor or manager. When an employee's injury or illness requires treatment beyond first aid, a company-selected doctor must initially treat the employee. If the employee disagrees with the initial evaluation and prognosis, the employee has the right to select another doctor from the insurance carrier's approved list. Employees will be eligible to receive workers compensation benefits as prescribed by the Texas Workers'

Compensations Laws in effect at the time of the injury or illness. Time missed will be counted toward the employee's available leave time allowed under FMLA if the employee is unable to return to work due to their injury or illness. Employees will accumulate seniority during the period of such leave.

MILITARY LEAVE

- 143 Any seniority employee who volunteers or is involuntarily called to active duty in the Armed Forces of the United States will be given a leave of absence for no longer than four years subject to the following conditions:
- 144 A. The employee provides satisfactory proof of induction for active services.
- 145 B. The leave shall not exceed the initial service time required.
- 146 C. Upon termination of such leave, the employee shall be offered re-employment in line with his seniority and comparable pay as jobs may be available which he is capable of doing provided he makes application within 90 days of such military discharge.
- 147 D. Seniority will accumulate during the period of such leave.

PUBLIC OFFICE

- 148 Any seniority employee who is elected or appointed to full time public office which will take them from their employment with the Company, will be given a leave of absence for no longer than four (4) years and shall be reinstated upon application provided they can qualify under the seniority rules, is physically able to perform the required work, and applies for

re-employment within thirty (30) days after the end of their tenure of office.

- 149 The employee shall notify the Company in writing of their intention of accepting such office and shall inform the Company of their status annually thereafter. Seniority will accumulate during the period of such leave.

UNION ACTIVITY LEAVE

- 150 Any seniority employee who is elected or selected for full-time duty as an officer or representative of the Local Union or International Union or the AFL-CIO, and assignment will take them away from their employment with the Company, will be granted a leave of absence upon written request from the Local or International Union and approval by Management. Any seniority employee covered by this provision must make application for reinstatement within thirty (30) days after being released from such full-time duty. Upon reinstatement, an employee, consistent with their seniority, will be placed on their previous or comparable job, provided they are qualified to perform the work. Seniority shall accumulate during the period of such leave.

SHORT-TERM UNION LEAVE

- 151 Any seniority employee, with advance notice and approval from the International Union, may apply for a short-term leave of absence no longer than two weeks in duration. All leaves must be approved by Management in advance.

SENIORITY JOB POSTING

SECTION 5:

- 152 The transferring of employees is solely the responsibility of Management subject to the following sub-paragraphs.

Selection Process

- 153 When a permanent vacancy occurs in an established classification or when a new classification has been established, the selection for filling the vacancy will be conducted in the following manner:

(1) Return to Former Classification

- 154 Preference will be given to employees who held the vacant classification previously but was removed due to a reduction in the workforce and have applied to return to that classification. The applicant with the longest plant-wide seniority will be given preference for selection to the vacancy. If an employee applies to return to a previously held classification and is selected but refuses to return, the employee's application will become null and void and the employee can no longer apply to return to that classification pursuant to this paragraph.

(2) Posting Of Vacancies

- 155 If the vacancy is not filled pursuant to Paragraph 1, the shift preference and the job vacancy will be posted simultaneously in the department where the vacancy occurred and Plant-Wide for application by non-departmental employees. Employees who have acquired at least six (6) months seniority may apply for the job vacancy. Where ability, skills and work record are equal, the applicant with the longest seniority will be given preference for the job vacancy. The Company will honor all shift preference bids first and then honor bids from employees in the department prior to considering Plant-Wide bids. The shift preference and job vacancy notice will be posted for three (3) working days excluding weekends, holidays and Dark Shop days, with the selection based on the above criteria.

(3) Demonstration of Ability

- 156 If a more senior employee who does not have readily identifiable abilities, skills and work record believes he/she can perform the job, he/she will be given one shift to demonstrate his/her ability to perform the job to the satisfaction of Management.

GENERAL PROVISIONS

- 157 Hourly rated jobs classified Grade 7 or higher will be included for the job posting procedure.

The job posting notice will include:

- A. Job posting number
- B. Department
- C. Job Title
- D. Pay Rate
- E. Shift Hours
- F. Posting Start time and End Dates
- G. Any Special Requirements

- 158 Employees who transfer to a job vacancy pursuant to the job posting procedure (except when returning to their former classification pursuant to Paragraph 1 of these guidelines) will not be eligible to apply for a job vacancy pursuant to these provisions for six (6) months after they have been accepted to fill a job vacancy pursuant to these provisions.

- 159 Employees, who accept a job vacancy pursuant to these provisions and, in the opinion of Management, are unable to satisfactorily perform the job duty requirements will be:

- 160 A. Returned to their former classification if a job vacancy is available or,

- 161 B. Placed on a job vacancy that has completed the post-

ing procedure and remains unfilled which they can do or,

- 162 C. Placed on a job being performed by a "Employee without seniority" which they can do or,
- 163 D. Placed on layoff until a placement opportunity becomes available.
- 164 Any decision initiated by Management pursuant to this paragraph is subject to the Grievance Procedure.
- 165 Employees who are removed from a job will not be eligible to apply for a job vacancy pursuant to these provisions for six (6) months from the date they were removed from the job.
- 166 When applying for a job vacancy, employees must use the job posting form that is supplied by Management. Employees who wish to withdraw their application for a posted job may do so at any time prior to their being awarded the job by notifying the department for departmental postings and the Industrial Relations Department for plant-wide postings. Employees who accept a job posting vacancy but later decline the offer will not be eligible to apply for a job vacancy pursuant to these provisions for six (6) months from the date of refusal.
- 167 Management will be required to post no more than two (2) additional job vacancies in connection with the job posting of an original job vacancy.
- 168 Copies of plant posting will be provided to the Union.
- 169 Any combining or changing of existing classifications and their requirements will not be subjected to posting unless affected employees are not qualified to perform the duties of the new classification. Selection for the new classification among the affected employees will be based according to

the provision set forth above.

SENIORITY SHIFT PREFERENCE

SECTION 6:

- 170 Seniority employees may make application for transfer to another shift to the same classification within their departmental occupational group when a permanent job vacancy occurs on the shift of their preference.
- 171 Seniority employees requesting such transfers will be placed on their preferred shift in accordance with their plant-wide seniority date, and in no event will it be later than two weeks.
- 172 Members of the Administrators of the Grievance Handling Process shall be considered the highest seniority employee in their classification within their departmental occupational group for purposes of shift preference so that they can closely align their shift with their Step Two Grievance Procedure management representative. Upon being relieved from the Members of the Administrators of the Grievance Handling Process, such employee shall revert to a normal employee status in accordance with the applicable rules of shift preference.
- 173 It is recognized that under certain unusual circumstances it may become necessary for a seniority employee to request a temporary change from their regular shift or weekly work schedule to another shift or weekly work schedule. Such requests will be made to the employee's immediate supervisor, in writing, explaining the reason for the request and the length of time for which the change is desired. Consideration will be given to the merits of such requests, and wherever possible, deserving applicants will be temporarily transferred for a specific period as follows:

- 174 A. To any vacancy that may exist on a job that the applicant is capable of doing, provided no other employee with longer seniority has made application for such vacancy.
- 175 B. If no vacancy exists, another employee may voluntarily trade with the applicant for the requested length of time, provided each can perform the job.
- 176 In emergency situations that may arise, temporary shift changes may be made by Management for the duration of the emergency. At the termination of the emergency, employees will be returned to their former shift.
- 177 During periods of major plant rearrangement or reconversion, retooling or other abnormal conditions, shift changes may be made by Management for the duration of the project. At the termination of the project, employees will be returned to their former shift.
- 178 When new employees are hired, they may be placed by Management on any shift for training purposes for a period not to exceed ninety (90) days.
- 179 Seniority employees who are removed from their desired shift due to a reduction of the workforce may exercise their shift preference after two (2) weeks but no longer than four (4) weeks after they have been placed on their new job.
- 180 Seniority employees who transfer to a job pursuant to the Job Posting procedure may exercise their shift preference after they have been transferred and a subsequent job vacancy occurs in their new classification within their departmental occupational group.

SENIORITY
PERMANENT LAYOFFS AND RECALLS

SECTION 7:
GENERAL PROVISION

181 For purposes of this layoff and recall provision, the following areas will constitute districts:

- North Plant
- South Plant
- Distribution/Wade
- Maintenance (including all skilled trades classification.)

PERMANENT LAYOFFS AND RECALLS-PRODUC-
TION AREAS (NORTH PLANT) (SOUTH PLANT)

182 When a classification is to be permanently reduced, employees who are categorized as "Employees without seniority" working in such classification within the departmental occupational group shall be removed first. If there is to be further reduction, the employee with the lowest seniority in such classification within the departmental occupational group shall be removed. An employee removed from their classification within their departmental occupational group will be placed, seniority permitting and providing they can perform the job, in the following order:

- 183 1. Employees displaced from a job because of a reduction in force will be allowed one shift to become qualified to perform the job task to the satisfaction of Management. If the employee is not qualified or performing up to standard after one shift, the employee will be disqualified and be laid off subject to recall.
- 184 2. In their classification, within their district (either South Plant or North Plant) on a job being performed by an

employee with lowest seniority, or;

- 185 3. On an open job in an equal or higher labor grade within their district, or;
- 186 4. On a job outside of their classification within their district being performed by an employee with lowest seniority, including temporary and "Employees without seniority", or;
- 187 5. On an open job within their district regardless of the labor grade, or;
- 188 6. On an open job plant-wide regardless of the labor grade, or;
- 189 7. On a job plant-wide being performed by the lowest seniority employee, or;
- 190 8. On layoff.
- 191 Employees, who are placed on layoff and are eligible for recall, will be recalled in seniority order to available job openings, provided they can perform the work.

PERMANENT LAYOFFS AND RECALLS-DISTRIBUTIONWADE

- 192 When a classification is to be permanently reduced, employees who are categorized as "Employees without seniority" working in such classification within the departmental occupational group shall be removed first. If there is to be further reduction; the employee with the lowest seniority in such classification within the departmental occupational group shall be removed. An employee removed from their classification within their departmental occupational group will be placed, seniority permitting and providing they can perform

the job, in the following order:

- 193 1. Employees displaced from a job because of a reduction in force will be allowed one shift to become qualified to perform the job task to the satisfaction of Management. If the employee is not qualified or performing up to standard after one shift, the employee will be disqualified and be laid off subject to recall.
- 194 2. In their classification, within their district on a job being performed by an employee with lowest seniority, or;
- 195 3. On an open job in an equal or higher labor grade within their district, or;
- 196 4. On a job within their labor grade, within their district being performed by an employee with lowest seniority, including "Employees without seniority", or;
- 197 5. On an open job within their district regardless of the labor grade, or;
- 198 6. On a job within their district being performed by an employee with lowest seniority, including "Employees without seniority", or;
- 199 7. On an open job plant-wide regardless of the labor grade, or;
- 200 8. On a job plant-wide being performed by the lowest seniority employee, or;
- 201 9. On layoff.

202 Employees, who are placed on layoff and are eligible for

recall will be recalled in seniority order to available job openings, provided they can perform the work.

PERMANENT LAYOFFS AND RECALLS-MAINTENANCE (Skilled Trades)

203 When a classification is to be permanently reduced, employees who are categorized as "Employees without seniority" working in such classification within the departmental occupational group shall be removed first. If there is to be further reduction, the employee with the lowest seniority in such classification within the departmental occupational group shall be removed. An employee removed from their classification within their departmental occupational group will be placed, seniority permitting and providing they can perform the job, in the following order:

SKILLED

- 204 1. Employees displaced from a job because of a reduction in force will be allowed one shift to become qualified to perform the job task to the satisfaction of Management. If the employee is not qualified or performing up to standard after one shift, the employee will be disqualified and be laid off subject to recall.
- 205 2. In their classification, within their district on a job being performed by an employee with lesser seniority, provided the employee can perform the job in a workmanlike manner, or,
- 206 3. On an open job within the district, provided the employee can perform the job in a workmanlike manner, or,
- 207 4. On a job outside of their classification within their

district being performed by an employee with lesser seniority, provided the employee can perform the job in a workmanlike manner, or,

208 5. On layoff.

209 Skilled employees may volunteer to be placed on open non-skilled jobs plant-wide or displace a lowest seniority non-skilled employee in lieu of layoff. Employees must declare their option at the time of layoff.

TEMPORARY LAYOFFS AND RECALLS

SECTION 8:

210 In the event conditions arise which are known to be temporary in nature (45 days or less) such as:

Shortage of materials
Power failures
Transportation difficulties
Breakdown in machinery
Plant rearrangement
Acts of God

211 Or items of similar nature requiring a layoff of employees, employees will be laid off as the jobs to which they are assigned are affected, and called back as the jobs to which they were assigned at the time of the layoff resume operation. If a temporary layoff becomes longer than 45 days, the parties will meet to discuss the circumstances surrounding the layoff and its duration.

212 Employees will be temporarily laid off as the jobs to which they are assigned are affected when production schedule adjustments are necessary. Employees will be laid off in this manner for no more than four (4) weeks in any six (6) month

period. If additional weeks of layoff are necessary due to production schedule adjustments, Management and the Union will discuss the practicability of invoking the permanent layoff provisions. (The concurrent layoff of both the North and South production plants will not be included in the calculation of four (4) weeks of layoff in a six (6) month period of time.)

ARTICLE VII

SKILLED TRADES

SECTION 1:

213 The following classifications will be considered skilled trades:

Master Electricians
Master Millwrights
Journeyman CNC Machinist
Journeyman Machinist
Master Mobile Mechanic

SECTION 2:

214 The Company reserves the right to upgrade employee skills and pay levels within a classification and assign work within a classification and assign work based on the employee's increased skills and knowledge.

215 Consideration will be made by Management to schedule maintenance work for the Maintenance Department, if such department is equipped and employees are qualified by experience and skill to perform such work within the allotted time and cost parameters, before such maintenance work is considered to be performed by outside contractors. If outside contractors are being considered, Management will advise the Union of the circumstances surrounding such selection

considerations. This does not restrict or limit management's rights pursuant to the Management Rights provisions of this Agreement.

- 216 The Company will provide training for required maintenance employees to enable these employees to maintain new or modernized machinery and equipment that is directly related to the production operations. The foregoing does not affect or limit the rights of the Company in the fulfillment of warranty obligations by vendors nor limit work, which a vendor must perform to prove out equipment.
- 217 The Company will recognize accredited USWA journeyman cards and other similarity accredited journeyman cards. New employees may be considered as a candidate for employment in a maintenance classification provided they:
- 218 1. Have an accredited USWA journeyman card or similar journeyman card in the classification required or,
 - 219 2. Have completed training in a properly approved apprenticeship program in the classification required or,
 - 220 3. Have at least four (4) years documented experience in the classification required or,
 - 221 4. Demonstrate a minimum skilled ability to function in an entry level position within the classification required
- 222 Upon request, the Company will furnish a signed statement certifying the work record of an employee for the purpose of making application for a USWA Journeyman Card.
- 223 Skilled employees who are required to secure the standard

tools of their classifications will have their inoperative tools reviewed and evaluated by supervision and, if appropriate, repaired by the Company: if such tool cannot be returned by the employee to the vendor for replacement. If the tool is not repairable or returnable to the vendor for replacement, the employee will be required to provide a replacement tool. The replacement of worn-out or stolen tools will be evaluated by supervision and handled on a case-by-case basis.

- 224 The principle of maintenance employees working within their classification is recognized. However, for the efficient utilization of labor, work outside of an employee's respective classification will be performed when such work is incidental to the individual's work assignment.

SECTION 3:

- 225 1. The Skilled Trades employees weekly work schedule will be posted a week in advance of the week to be worked.
- 226 2. Emergencies may cause an exception or deviation from the posted schedule resulting in extra work.
- 227 3. From time to time employees may be required to stay over past the end of their normal quitting time or to come in early to perform or complete necessary work. Employees required to come in early will be notified before the end of their shift the previous day, if possible.
- 228 4. Employees may request of their supervisor that they be relieved of this responsibility by citing the specific reason why they cannot stay or come in early. The supervisor will consider this request in conjunction with the urgency of the repair, the

availability in "seniority order" of other qualified employees and the loss of efficiency in making the substitution. Management's decision will be given to the employee at the time of the request. Granting of such request will result in no attendance points.

ARTICLE VIII

HEALTH & SAFETY

SECTION 1:

- 229 The Company will make reasonable provisions for the health and safety of its employees during the course of their employment and will comply with all applicable lawful state and federal health and safety regulations or codes. The Company and the Union agree to the fullest extent possible to promote the concept that all employees have individual responsibility to insure safety at Tyler Pipe and promote safe work practices.
- 230 Employees will be required to utilize all protective devices and equipment in the manner prescribed and will cooperate to the best of their ability in the prevention of accidents and injuries. Failure of an employee to comply with safety rules could result in disciplinary action.
- 231 Employees will be issued the appropriate personal protective equipment to perform their job at the time of their employment. Replacement of worn safety equipment will be made at the discretion of supervision. Employees requesting replacement equipment due to normal wear will be required to turn in the worn equipment for exchange. Safety equipment that is abused, lost or not brought to work, will be replaced at the expense of the employee.

- 232 Employees will receive required annual OSHA training. New hires will receive extensive safety orientation including departmental specific lockout/tagout training. Department specific safety training will be conducted by the Supervisor and the incumbent employees in the department, with sign off on the orientation by the Shift Departmental Safety Representative.
- 233 Employees or their designated representatives will have access to safety information including MSDS information pursuant to Federal and State Laws governing release of such information.
- 234 The Company agrees to schedule and hold monthly safety committee meeting with the bargaining unit representatives on this committee (total of 4 – one from each District) being selected by the Union annually. Pursuant to the USW Bylaws, the Union President is a de facto member of this committee and may attend when he feels it is warranted. This meeting will review safety alerts, safety issues from previous month's meetings, serious accidents that have occurred and the prevention thereof, review of new machines, equipment, processes relative to their safety, safety ideas brought to the committee for safety awards, and on a quarterly basis go with the Safety Engineers when they conduct their overall safety audits. Committee members will be paid their applicable hourly rate for attendance at these meetings, conducting accident investigations with Safety Engineers and making quarterly safety tours with Safety Engineers.
- 235 The safety alert and bi-weekly department safety inspections are to be conducted by the Supervisor of the department accompanied by his/her Shift Departmental Safety Representative. These inspections are to be periodically monitored by the Safety Engineers. The selection of the Shift Departmental Safety Representative will be done with the input of the Union President. If the Company (supervisor)

does not receive input from the Union President within 10 working days of whom the Union wishes to have as a Shift Departmental Safety Representative, the Supervisor will appoint a Safety Representative. Under no circumstances is the biweekly safety inspection to be conducted only by the supervisor.

- 236 In matters where an employee perceives he is performing or being asked to perform an unsafe act, he is to contact his supervisor immediately. The Supervisor is to contact the Safety Engineer, Department Manager/Superintendent and the Shift Departmental Safety Representative. They will evaluate the employee's concern. If this group determines that the job is safe, the employee will be told to return to work. If the employee disagrees with the decision he may contact the Safety Manager and Plant Manager who will immediately review the decision. If they concur with the decision the employee will return to work. The employee can subsequently file a grievance. Grievances of this nature can be taken straight to 3rd step for immediate adjudication including arbitration as soon as it can be scheduled through Article IV of this agreement.
- 237 The President of USW Local 1157-L and the appropriate Shift Departmental Safety Representative shall be notified immediately when a fatality or a serious injury occurs. The Shift Departmental Safety Representative together with the designated Company representative will conduct an investigation per Company policy of the cause of the accident. A copy of the findings of the investigation will be given to the Union within three (3) days of the completion of the investigation.
- 238 All other matters relating to safety issues under this article will be processed through the normal steps of the grievance procedure.

ARTICLE IX

RETIREMENT

SECTION 1: ELIGIBILITY

- 239 Employees with more than 5 years of accredited service (seniority) will earn a vested retirement benefit. Employees who retire before age 65 will be subject to a discount in the retirement benefit earned. In order to qualify for early retirement benefits, an employee must have a minimum of ten (10) years accredited service and be at least 55 years of age.

SECTION 2: RETIREMENT BENEFIT CALCULATION

- 240 Employees having service before January 1, 1999 will earn retirement benefits under the existing plan. Starting on January 1, 1999, the retirement benefit will be calculated as follows:

Early retirement benefit factor - Actuarial Calculation

Year of Service	1999	\$19.00/Month =
Year of Service	2000	\$19.00/Month =
Year of Service	2001	\$19.50/Month =
Year of Service	2002	\$20.50/Month =
Year of Service	2003	\$21.50/Month =
Year of Service	2004	\$22.50/Month =
Year of Service	2005	\$23.50/Month =
Year of Service	2006	\$24.00/Month =
Year of Service	2007	\$24.50/Month =
Year of Service	2008	\$25.00/Month =
Year of Service	2009	\$25.50/Month =

SECTION 3: RETIREE DEATH BENEFIT

- 241 During the term of this Agreement, retirees will be provided the following death benefit coverage:

- \$10,000 for the first two years after retirement
- \$2,000 after the first two years of retirement

ARTICLE X

VACATIONS

SECTION 1: VACATION ELIGIBILITY

- 242 Employees will be entitled to vacation time off in accordance with the following schedule:
1. Two (2) weeks of vacation after acquiring one (1) year of seniority.
 2. Three (3) weeks of vacation after acquiring five (5) years of seniority.
 3. Three and one-half (3 1/2) weeks of vacation after acquiring ten (10) years of seniority.
 4. Four (4) weeks of vacation after acquiring twenty (20) years of seniority.

SECTION 2: VACATION PAY

- 243 Eligible employees will be paid vacation pay in a given calendar year based on their current hourly rate as follows:

At least one year but less than 5 years = 2 weeks vacation time off - 80 hours at current hourly rate

At least 5 years but less than 10 years = 3 weeks vacation

time off - 120 hours at current hourly rate

At least 10 years but less than 20 years = 3 1/2 weeks vacation time off - 140 hours at current hourly rate

At least 20 years or more = 4 weeks vacation time off - 160 hours at current hourly rate

- 244 Pay for time off will be paid according to the procedure distributed in 1997.
- 245 Pay in lieu of time off will be limited to 50% of earned but unused vacation hours and be paid half on June 15 and half on December 15 of each current year.

SECTION 3: VACATION TIME OFF PROCEDURE

- 246 Each employee will submit a form on or before March 1st of each year identifying the number of hour's vacation time off desired and when the employee desires to be off. By April 15th of each year management will confirm the scheduled time off requested, or identify alternative available time.
- 247 The length and time of the annual vacation period shall be announced as early as practical and at least 50 days in advance of the shutdown date. It is the intention of the Company that the vacation shutdown will normally occur between June 1 and September 1 of each year. Except for the employees scheduled to work during the announced vacation period, all employees who qualify under the provisions of Article X Section 3 are required to take one week of vacation during the vacation period. Remaining vacation weeks shall be optional for the employees insofar as production will allow.

SECTION 4: VACATION PAY - MISCELLANEOUS

- 248 In the event an employee is separated from the company for any reason including retirement, death, termination or quits, the vacation pay will be paid to the employee or the employee's estate on a pro-rata basis, based on the percent of the year worked.
- 249 Employees may take five (5) single day vacation days during a calendar year. Single day vacation days must be approved one week in advance to the requested time off.
- 250 All vacation must be approved by Management.

ARTICLE XI

INSURANCE BENEFITS

SECTION 1: ELIGIBILITY AND PARTICIPATION

- 251 Employees who have qualified for Seniority are eligible for coverage under the Company insurance plan. Enrollment dates for new employees or probationary employees shall be the first day of the month following 90 scheduled work-days of continuous service with the Company. Insurance benefits (Medical, Life, AD&D and Weekly S&A) will become effective the first of the month following completion of the employee's probationary period, provided the employee is actively at work on that date. If not at work on such effective date, all insurance shall become effective on the date of return to work after such dates. All employees will be required to complete any Company application forms or those required by the insuring company or companies.
- 252 All members of the bargaining unit represented by the Union and other hourly paid employees shall participate.

SECTION 2: COST OF INSURANCE BENEFITS

- 253 Except as otherwise specified in this Insurance Benefits article, the Company will pay the total premium charged for the insurance benefits listed in the Schedule of Benefits in Section 4 Insurance Benefits subject to the cap amounts listed below. Any and all dividends or merit returns (if any) from the insurance company shall accrue to the Company.
- 254 During the terms of this Agreement, the Insurance Cap amount for each eligible employee participant by this Article shall be:
- | | | |
|----------|--------------------|----------------------------|
| 1st Year | \$561.00/per month | Effective November 6, 2005 |
| 2nd Year | \$621.00/per month | Effective November 5, 2006 |
| 3rd Year | \$685.00/per month | Effective November 4, 2007 |
| 4th Year | \$753.00/per month | Effective November 2, 2008 |
- 255 The Company will involve the Union in setting the Insurance Benefit premiums for employees without dependents, employees and spouse, and employees with family coverage. In the event there is a financial difference between the amount contributed by the Company and the actual cost of the benefits herein, each qualifying employee shall contribute the difference through payroll deductions on consecutive pay periods.
- 256 Any employee on medical leave of absence, either work related or not work related, must contribute the same pay period amount as an active employee does to cover the costs over the Cap or their insurance benefits will be cancelled.

SECTION 3: ADMINISTRATION

- 257 The Company shall be the sole administrator of the insurance benefit program including the selection of the insurance company or companies to provide the benefits herein. The Company at its sole discretion may modify the type of health-care Plan provided to its employees along with the specific Plan coverage's and levels of coverage's as long as the Union is informed of these changes.

SECTION 4: INSURANCE BENEFITS

A: HEALTH CARE COVERAGE

- 258 The type of health care plan currently provided is a self-insured Plan. The specifics of the healthcare plan are defined by the plan document in effect at the time of care.

B: LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D)

- 259 Employees who meet the eligibility requirements stated above will be covered for the following amounts of Life Insurance Benefits and Accidental Death and Dismemberment for as long as they remain on the active payroll. The Company will pay the cost of these insurance benefits as stated in Cost of Insurance Benefits above.

	Employee	Spousal	Child
	Accidental Death	Accidental Death	Accidental Death
	& Dismemberment	& Dismemberment	& Dismemberment
Effective Date	(AD&D) Benefit	(AD&D) Benefit	(AD&D) Benefit
11/ 6/2005	\$26,000	\$13,000	\$2,600
11/5/2006	\$26,500	\$13,250	\$2,650
11/4/2007	\$27,000	\$13,500	\$2,700
11/2/2008	\$27,000	\$13,500	\$2,700

- 260 Qualified employees will be able to purchase additional life insurance coverage in increments of \$10,000 up to \$50,000 and laid off employees will be able to continue such additional life insurance by paying the monthly premium.

C: SICKNESS AND ACCIDENT INSURANCE (S&A)

- 261 Employees who meet the Eligibility Requirements stated above will be covered by Sickness and Accident insurance Benefits as outlined below, for as long as they remain on the active payroll. The Company will pay the cost of this insurance benefit as stated in Cost of Insurance Benefits above.

<u>Effective Date</u>	<u>Amount of S&A Benefits Weekly</u>	<u>Maximum Period of Benefit</u>	<u>Commencement of Coverage</u>
11/6/2005	\$245.00	26 Weeks	8th Consecutive Day of Absence
11/5/ 2006	\$255.00	26 Weeks	8th Consecutive Day of Absence
11/4/2007	\$265.00	26 Weeks	8th Consecutive Day of Absence
11/2/ 2008	\$275.00	26 Weeks	8th Consecutive Day of Absence

SECTION 5: OTHER PROVISIONS REGARDING COVERAGE

A: COVERAGE DURING DISABILITY

- 262 If an employee, who meets the Eligibility Requirements stated above, is unable to work because of occupational injury or disease arising out of and in the course of his employment with the Company, and is receiving Worker's Compensation Benefits on account of such disability, the Company will continue his Healthcare Plan, Life and Accidental Death and Dismemberment Insurances for not more than six (6) months. Sickness and Accident Insurance Benefits will be cancelled as of

the date an employee becomes eligible for Worker's Compensation Benefits.

263 If an employee, who meets the Eligibility Requirements stated above, is unable to work because of an accident not covered by Worker's Compensation, the Company shall continue his Sickness and Accident Insurance for not more than twenty-six (26) weeks. His Life and Accidental Death and Dismemberment Insurance shall be continued throughout the employee's period of disability up to a maximum of twenty-six (26) weeks.

264 If an employee, who meets the Eligibility Requirements stated above, becomes totally disabled prior to age 60 through either sickness or injury, Life Insurance protection shall be continued for not more than six (6) months from the date of disability.

B: TERMINATION OF COVERAGE DUE TO QUIT OR DISCHARGE, RETIREMENT OR DEATH

265 All insurance coverage (employee and dependant) will terminate on the date that active employment is terminated.

C: TERMINATION OF COVERAGE DUE TO LAY-OFF

266 Sickness and Accident Insurance will end on the date of layoff. All other insurance coverage will be provided by the Company through the last day of the calendar month in which the layoff occurs.

D: REINSTATEMENT OF COVERAGE UPON REHIRING

267 All insurance coverage including Life, Accidental Death

and Dismemberment, Sickness and Accident, and Healthcare Plan will be reinstated as of the first day of the month following the date an employee, who meets the Eligibility Requirements stated above, is recalled.

SECTION 6: SUBROGATION AND REIMBURSEMENT OBLIGATION

A: SUBROGATION

268 In the event of any payment for benefits or services to the employee hereunder:

1. The Company shall be subrogated to and succeed all rights to recovery by suit, settlement or otherwise, of the employee receiving such benefits or services provided against any or all persons, firms, corporations or organizations, and
2. In the event the employee recovers any payment by suit settlement or otherwise from a third party or the third party's insurer due to the employee's medical or hospital expenses, regardless of how such payment may be characterized, the Company shall be reimbursed by the employee to the extent of the benefits and services provided by the Company.

B: AGREEMENTS OF EMPLOYEES

269 By acceptance of coverage, each employee agrees to:

1. Take any action, furnish information and assistance and execute instruments as the Company may require to facilitate enforcement of the Company's subrogation rights hereunder; and

2. Take no action prejudicing the rights of interests of the Company under this Article; and
 3. Reimburse the Company promptly as provided in Section 7 (A) above. It is understood that the Company is granted, by such employee upon his failure to so reimburse, the right of offset of any amount due the Company under Section 7 (A) above from any amounts due to the employee.
 4. In the event of any overpayment that is not the fault of the employee, and the Company seeks reimbursement, it shall be done in equal installments each payday, not to exceed twenty-four (24) consecutive paydays or one (1) year, unless otherwise agreed upon.
- C. Exception – No benefits obtained from an individual health insurance policy shall be subject to subrogation.

ARTICLE XII

STRIKES, STOPPAGES AND LOCKOUTS

- 270 For the duration of this Agreement, the Union, its officers, representatives, members and the employees covered by this Agreement, shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any of the aforementioned parties take part in any strike, slowdown, work stoppage, boycott, picketing, sympathy strike, blockage of ingress or egress at the Company's or customers' premises, or other interruption or interference of a like or similar nature with the work of the Company including any manner of stoppage not herein specified or anticipated by the parties. Failure or refusal on the part of any employee to comply with any provisions of this Article shall be cause for whatever disciplinary action, including suspension or discharge, against whatever

number of employees is deemed necessary by the Company. In administering such discipline, the Company may distinguish between leaders and other participants in the unauthorized work stoppage, strike, slowdown or other interference with production.

- 271 It is agreed that in the event of a work stoppage, picketing or other curtailment of any nature unauthorized by the Union, the President of the International Union and President of the Local Union shall, upon receiving notice thereof, immediately send a telegram to its steward or other representative at the facilities, with a copy to the Company, ordering those employees engaged in such illegal activity to return to work and immediately cease the violation. The failure of the Union to so act, after due notice given by the Company, shall be construed to mean that the Union sanctioned or condoned the action of the employees involved. Such communication shall be communicated by the Company, as it deems appropriate. In the event the communication is oral, it will therefore be immediately confirmed in writing by certified letter or telegram.
- 272 In the event the Union does not repudiate the action of the employees, the Company may seek injunctive relief and/or damages in a court having jurisdiction of such matters. The Union may resort to the arbitration procedure to resolve the legality of such action and the discipline taken by the Company against employees for such action.
- 273 In the event the Union repudiates such action, the Company may seek injunctive relief, however, it will hold the Union harmless for any damages resulting from such action. Any disciplinary action taken against an employee if the action is reputed by the Union shall not be subject to the grievance and arbitration procedure. The only question that can be submitted to an arbitrator is to whether or not the employee participated in the action.
- In consideration of this "No Strike" pledge by the Union and

- 274 employees, the Company shall not lock out employees for the duration of this Agreement provided, however, this Agreement should not be construed as requiring the Company to stay in continuous operation contrary to its rights contained in the Management's Rights clause of this Agreement. The violation of any provision of this Article shall not excuse the employees, the Union or the Company from their obligations under any other provisions of this Agreement.
- 275 It is expressly understood and agreed that employees covered by this Agreement may not withhold their services from the Company in connection with any dispute of any nature, whether or not at the Company's premises, and it is agreed that the Union will not authorize or condone the action of any employee in so withholding their services. There shall be no refusal to work on, handle, or produce any materials or equipment because of a dispute of any nature affecting this Company, a vendor, purchaser, supplier or carrier of said materials or equipment.

ARTICLE XIII

"COOLING OFF" PERIOD

- 276 During the course of these negotiations, the Union has expressed their concern that some disciplines of discharge may be assessed during a period of time when emotions are high and discussions between the parties regarding the facts surrounding a situation cannot be held in a calm and objective manner. The Union suggested that in these situations, a "Cooling Off" period would be beneficial to all concerned.
- 277 The Company agrees that a contemplated discharge should be discussed in a manner that allows for an objective evaluation of the facts. In those cases, employees will be placed on suspension until a final decision is made regarding the

pending discharge.

- 278 Notwithstanding the foregoing, the parties recognize that certain actions such as assault, or other serious acts of misconduct would render the "cooling off" period totally inappropriate.
- 279 Additionally, it is mutually recognized that providing or not providing a "cooling off" period will be without prejudice to either party in the application of any terms of collective bargaining agreement and will not be cited or relied upon by an employee, the Union or Company as a basis for any claim.

ARTICLE XIV

CLARIFICATION OF WORK **RE: BARGAINING UNIT** **VS.** **NON-BARGAINING UNIT**

- 280 During the course of these negotiations, the parties have held discussions regarding similar type work being performed by bargaining unit and non-bargaining unit employees in various areas of the plant.
- 281 For example in the Distribution area, Receiving and Stores Warehouse, along with Garage Parts Room non-exempt salaried employees perform the similar work being performed by bargaining unit employees in the Southwest Warehouse. Another example is found in Maintenance (Skilled Trades) where salaried electrical and mechanical technicians perform similar type work to bargaining unit electricians and mechanics.
- 282 The parties therefore recognize that overlaps of similar work may continue to exist throughout the plant, in which case, either party will not claim exclusive rights to the work. If con-

flicts arise between bargaining unit and non-bargaining unit employees, the parties will discuss the situation in order to reach a mutually agreeable resolution.

ARTICLE XV

NOTIFICATION OF OVERTIME WORK SCHEDULES

- 283 A. Management will notify employees a week in advance of the plant schedule for the following week.
- 284 B. Management will, as soon as possible, notify employees of daily schedule changes, when due to critical unexpected events, or acts of God.
- 285 C. Some tasks started by the skilled trades department may be cause for deviation from the above.

ARTICLE XVI

MAXIMUM SCHEDULED HOURS

- 286 Management will schedule employees for no more than sixteen (16.0) hours on a given shift under normal operation conditions.

ARTICLE XVII

SUPERVISORS WORKING

- 287 A. Supervisory employees will not be permitted to perform work normally assigned to the bargaining unit except in the following types of situations:

1. In emergencies arising out of unforeseen circumstances which call for immediate action to avoid interruption of operations;
2. In the instruction or training of employees, including demonstrating the proper method to accomplish the task assigned or;
3. In an incidental manner that ensures the effectiveness of production and housekeeping of the facility.

288 It is not Management's intent to erode the bargaining unit with these stated exceptions.

ARTICLE XVIII

EMPLOYEES RETURNING TO BARGAINING UNIT

- 289 1. An employee who has previously worked in the bargaining unit and who leaves the bargaining unit cannot return unless the Company hires them back as a new probationary employee. Such employee can bring forward bargaining unit seniority for pension purposes only.
- 290 2. An employee who has never worked in the bargaining unit can be placed in the bargaining unit as a probationary employee with no accumulated seniority.

ARTICLE XIX

TEMPORARY EMPLOYEES

- 291 New employees classified as temporary will be used to work for specific periods of time, not to exceed 120 days unless extended by mutual agreement, and their time worked will not be counted towards acquiring seniority. Employees on layoff with recall rights will be given preference over temporary employees for job placement.

ARTICLE XX

FURNISHED SAFETY EQUIPMENT

- 292 It is Management's intent to continue to furnish the following personal protective equipment during the term of this Agreement, but not limited to:

293 General

- Hard Hat
- Hearing Protection
- Safety Glasses
- Prescription Safety Glasses with Side Shields
(Not responsible for exam)
- Gloves

294 Specific Areas Where Required

- Apron
- Rain Gear
- Disposable Coveralls
- Rubber Steel-Toed Boots
- Flame Resistant Jacket
- Face Shield
- Spats

Back Braces *
Non-Rigid Wrist Braces *
Aluminized Clothing

* Only available with the approval of the Plant Nurse

ARTICLE XXI

SAVINGS CLAUSE

295 In the event any provisions of this Agreement are found to be in conflict with any state or federal laws now existing or hereafter enacted, it is agreed that such laws shall supersede the conflicting provisions without affecting the remainder of these provisions.

ARTICLE XXII

UNION BULLETIN BOARDS

296 Four (4) bulletin boards will be provided in mutually agreeable locations throughout the plant for use by the Union for posting notices regarding Union related information. Posted informational literature for these boards must be approved by the Local Union and the Human Resources Department.

ARTICLE XXIII

ZIPPER CLAUSE

297 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not

removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXIV

DURATION OF AGREEMENT

- 298 This Agreement shall become effective as of November 6, 2005 and remain in full force and effect until 12:00 NOON (Tyler time), November 7, 2009 and thereafter it will renew itself for yearly periods unless written notice is given by either party no less than sixty (60) days but no more than seventy-five (75) days prior to the expiration date that it is desired to amend or terminate this Agreement.
- 299 The effective date of this Agreement is dependent on ratification by the Local Union and approval of the International Union.
- 300 Amendments to this Agreement may be made by mutual consent.
- 301 IN WITNESS WHEREOF, the parties have hereto caused their names to be subscribed by their duly

authorized Officers and representatives this 6th day of November 2005.

USWA - LOCAL#1157 TYLER PIPE COMPANY

Willie Pinke, Jr.
Kato Cooper
Walter Williams
Larry Martin
Greg Buckner

Kent Brown
Anthony C. Orlowski
James Rerich
Chuck Chamness
Roger Dunning
Faye Pettigrew

USWA - INTERNATIONAL UNION

John E. Patrick
H. L. Thompson

**ARTICLE XXV
CONTRACT BOOKS**

302 It is mutually agreed between the parties the contract booklets will be provided by the company.

FOR THE COMPANY

Kent Brown

Kent Brown
Assistant General Manager, North Plant

Anthony C. Orłowski

Anthony C. Orłowski
Assistant General Manager, South Plant

James Rench

James Rench
Human Resources Manager

Chuck Chamness

Chuck Chamness
Plant Manager, North Plant

Roger Dunning

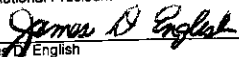
Roger Dunning
Plant Manager, South Plant

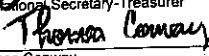
Faye Peljigrew

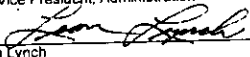
Faye Peljigrew
Employment Supervisor

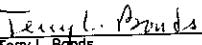
FOR THE UNION

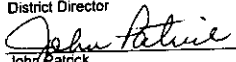

Leo W. Gerard
International President

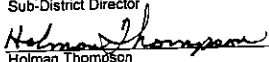

James D. English
International Secretary-Treasurer

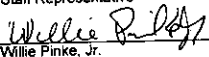

Thomas Conway
Int'l Vice President, Administration

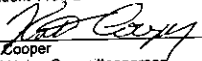

Leon Lynch
Int'l Vice President, Human Affairs

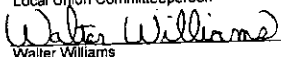

Terry L. Bonds
District Director


John Patrick
Sub-District Director

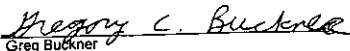

Holman Thompson
Staff Representative


Willie Pinke, Jr.
President 1157-L


Kato Cooper
Local Union Committeeperson


Walter Williams
Local Union Committeeperson


Larry Martin
Local Union Committeeperson


Greg Buckner
Local Union Committeeperson