

AGREEMENT

BETWEEN

BOWLING TRANSPORTATION, INC.

AND

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS,
AFL-CIO, LOCAL LODGE 1943**

May 1st, 2019

THROUGH

April 30th, 2024

TABLE OF CONTENTS

<i>Article</i>	<i>Title</i>	<i>Page</i>
1	Intent of Agreement	1
2	Recognition	1
3	Non-Discrimination	2
4	Management Rights	2
5	Performance of Work	3
6	Subcontracting	3
7	New Vehicles, Equipment, Changes in Operation	4
8	Union Membership	5
9	Dues Check Off	5
10	New Employees – Probation	6
11	Military Leave	6
12	Hours of Work and Part-Time Employees	6
13	Overtime and Scheduling	8
14	Reporting for Work – Lack of Work	9
15	Holidays	11
16	Vacations	12
17	Seniority/Layoff and Recall	13
18	Job Vacancies/Preference	16
19	Safety	31
20	Jury Duty	32
21	Insurance and 401K Plan	33
22	Leave of Absence – Medical	35
23	Miscellaneous	36
24	Wages	37
25	Grievance and Arbitration Procedure	44
26	No Strike or Lockout	46
27	Savings and Separability – Waiver of Bargaining	47
28	Duration	48
	Operation's/Mechanic's Seniority Sections	49
	Memorandum of Understanding	51

ARTICLE 1

INTENT OF AGREEMENT

Section 1.1 Both parties agree that their common objective is the mutual welfare of the Company and its employees and the promotion of good industrial relations.

Section 1.2 The Union recognizes that in consideration of the commitments herein made by the Company, there is an obligation upon every employee to give honest, efficient, and economical service in the performance of his/her duties.

Section 1.3 The successful operation of the Company's business is hereby declared to be in the mutual interest of both parties and the parties hereto desire to preserve, promote, and improve industrial and economic relationships, safety, and economy, and to improve and increase the quality and quantity of work performed.

ARTICLE 2

RECOGNITION

Section 2.1 The Company recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining for the following while they are employed by the Company:

All full-time and regular part-time drivers, rovers, and diesel truck mechanics and wash crew/mechanic helpers employed by the Employer at the AK Steel Middletown Works, Ohio facility and who work at the AK Steel property in Middletown, Ohio; but excluding all other employees, truck masters, office clerical employees, professional employees, managers, guards and supervisors as defined in the Act as certified by the National Labor Relations Board when both the mechanics and drivers were certified as a union.

Section 2.2 The Company will not enter into any individual employment contracts with employees for which the Union has been recognized as the exclusive bargaining representatives.

Section 2.3 Notwithstanding Section 2.1, during the course of negotiations leading to this Agreement the parties agreed that the employees and the job identified as Truck Masters are hereby deemed "supervisors" and thus, do not share a community of interest with the other employees in the bargaining unit and that the Union is therefore not to be deemed their bargaining representative and are not deemed "Employees" for the purposes of this Agreement.

Section 2.4 The positions of Mill Shop Supervisor and Truck Driving Supervisor shall not be in the bargaining unit and, notwithstanding Article 5, shall be permitted to continue to engage in daily truck driving duties in addition to duties involving training, scheduling, and filling in for the general manager.

Section 2.5 Neither the Company, nor the Union, their agents and representatives will engage in discrimination, interference, restraint, or coercion against any employee because of membership or activity, or lack thereof, in the Union.

Regardless of the duties described for the Truck Driver Supervisor and the Mill Shop Supervisor above, neither shall perform bargaining unit work if it causes the loss of preference, layoff and/or a reduction in work for any bargaining unit member including filling overtime.

ARTICLE 3 **NON-DISCRIMINATION**

Section 3.1 The parties to this Agreement agree to follow a policy of no discrimination against any employee because of age, sex, sexual orientation, marital status, race, color, creed, disability, national origin, religion and veteran status, as defined by applicable law, in regards to wages, hours and working conditions.

Section 3.2 Wherever words importing gender appear in this Agreement, such provision shall be read and interpreted as being equally applicable to employees of either sex.

Section 3.3 Neither the Company or Union shall retaliate against any employee who complains of discrimination or who participates in an investigation of a complaint of discrimination.

Section 3.4 Nothing herein shall be deemed to limit an employee's right to file a charge of discrimination with a federal or state agency.

ARTICLE 4 **MANAGEMENT RIGHTS**

Section 4.1 The Company retains all rights, powers and authority it had prior to execution of this Agreement including the right to manage its business, to make all decisions, and to take whatever action it deems necessary in connection therewith, except as subject to the provisions of this contract. These rights include but are not limited to the right to plan, direct, control and schedule the operations of the Company; including the right to create, eliminate, transfer or combine jobs within the same or different departments; the right to hire, discipline or discharge for just cause; suspend, transfer, or relieve employees from duty

because of lack of work or for other legitimate business reasons; the right to make reasonable shop rules and regulations for the operation of its business; the right to determine and change its methods of operation and the number and location of the operations; and the right to determine the number of shifts and shift assignments.

Section 4.2 The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the prerogative and function of the Employer.

ARTICLE 5 **PERFORMANCE OF WORK**

Section 5.1 Subject to the provisions of Article 6, Supervisors and non-bargaining unit employees shall not perform bargaining unit work except for purposes of instruction or experimentation, or in cases of emergency, including unplanned or unanticipated changes in workload except for the following:

Non-bargaining unit employees (including Supervisors, Mechanics and Helpers located at the Company's Oxford State Road facility) may perform work on vehicles and equipment on an "as-needed" basis at the AK Steel Middletown Works so long as such work does not result in the reduction or layoff of bargaining unit members.

Section 5.2 While bargaining unit members will continue to be utilized as much as possible consistent with current methods of operation at the AK Steel Middletown Works location, nothing in this Agreement shall be deemed to require that work on Company vehicles or equipment be performed exclusively at the AK Steel Middletown Works location.

ARTICLE 6 **SUBCONTRACTING**

Section 6.1 (a) ***For the Driver/Rovers Section*** the Company may temporarily subcontract out work to alleviate a temporary increase in work from AK Steel, provided that when such work is temporarily subcontracted out, such subcontracting will not result in the layoff of employees, or the reduction in work of any bargaining unit employees. "Temporary" and "temporarily" are defined for the purposes of this article as thirty (30) consecutive days or fifteen (15) cumulative days in a thirty (30) day period. The Company will give as much notice as possible (not less than 30 days' notice, nor less than twenty-four (24) hours written notice in an emergency) to the Union Stewards and President of the local Lodge prior to the implementation of such subcontracting out and thereafter will meet with designated representatives of the Union for the purpose of mutually reviewing its decision to subcontract and the effects upon employees covered by this Agreement.

Section 6.1 (b) ***For the Mechanics Section*** The Company may subcontract out work (a) to alleviate a temporary increase in work from AK Steel; (b) to perform work that

bargaining unit employees are not qualified to perform; or (c) to perform work using specific tools and equipment that the Company does not possess, provided that when such work is subcontracted out, such subcontracting will not result in the layoff of employees, or the reduction in work normally performed by bargaining unit employees. The Company will give as much notice as possible (not less than 30 days' notice, nor less than twenty-four (24) hours written notice in an emergency) to the Union Stewards and President of the Local Lodge prior to the implementation of such subcontracting out and thereafter will meet with designated representatives of the Union for the purpose of mutually reviewing its decision to subcontract and the effects upon employees covered by this Agreement.

ARTICLE 7

NEW VEHICLES, EQUIPMENT AND CHANGES IN OPERATION

Section 7.1 The Company shall have the right to establish work requirements and procedures consistent with reasonable safety requirements and to make such changes in methods of operation including revising the times and duration of work shifts and the use of the most up-to-date automated equipment, as it deems necessary or desirable.

If the Company revises the starting or ending times or duration of the work shifts, it will give 7 days of advanced written notice (e.g., e-mail, fax, writing) to at least one Union Steward and the Local Lodge President.

In the event of changes involving vehicles, equipment or other operations, which are covered, which result in a substantial change in operations justifying a change in wage rates, a meeting shall be held between the Union and the Company and such other representative personnel designated by the Union who are directly concerned with the operations, to discuss and review the wage rates and other conditions associated with the new vehicles or operations. In case agreement is not reached between the parties, on the wage rates proposed by the Employer, such rates shall thereafter be implemented and may be referred to an arbitrator pursuant to the Grievance and Arbitration Procedure provided in the contract for a determination as to the reasonableness of the wage rate in comparison with other wage rates then in effect for other bargaining unit jobs at the Company.

Section 7.2 In the event the Company introduces or installs a new and different operational method, vehicle or equipment which directly results in the displacement or reduction in the work hours of employees involved, the Company and the Union shall meet in advance of each such introduction or installation to discuss the matter and work out the most mutually satisfactory manner of handling these employees affected. Any layoff shall be in accordance with Article 17 of this Agreement.

Section 7.3 The parties agree that increased production requirements of a minimal nature shall not alone constitute a sufficient reason to negotiate a new wage rate in accordance with Section 7.1.

ARTICLE 8
UNION MEMBERSHIP

Section 8.1 Employees shall have the right to voluntarily acquire, not acquire, maintain, or drop membership in the Union.

Section 8.2 Dues or Service Charge

Irrespective of membership in the Union, each employee shall, as a condition of employment, pay to the Union one or the other of the following:

- a. Regular weekly dues of the Union if such employee is a member thereof; or
- b. A regular weekly service charge equal to the regular weekly dues of the Union if such employee is not a member thereof.

ARTICLE 9
DUES CHECK OFF

Section 9.1 The Company agrees to deduct weekly Union dues or service charge, including any initiation fee and uniformly applied assessments, if any, from the earnings of those employees within the bargaining unit. The Company will transmit on a weekly basis an itemized list of employees along with the total amount deducted from each employee to the Secretary-Treasurer of the Union.

Section 9.2 It is agreed between the parties that deductions for authorized dues or service charges will occur on a weekly basis. The initiation fee will be deducted and remitted to the Union the first pay period after 30 days of employment from date of hire.

Section 9.3 If an employee has insufficient earnings to cover the deduction during any week, the employee shall be responsible for contacting the Union.

Section 9.4 It is agreed that it shall be the Union's responsibility to resolve all errors and adjustments with the employee arising from this check off of Union dues, initiation fee and assessments.

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 certified lists furnished to the Company by the Union or dues check off authorization cards furnished to the Company by the Union or by the employee(s) or for compliance with any of the provisions of this Article.

Section 9.5 The individual authorization referred to herein shall be a signed IAMAW Membership Application and/or Check Off Authorization Form executed by the employee and transmitted to an individual designated by the Company.

Section 9.6 The Union representative shall be given reasonable time to talk to all new hires for the purpose of signing the above-mentioned form during the new hire orientation. The Union and Company shall take all reasonable steps to coordinate the date and time of the meeting.

ARTICLE 10 **NEW EMPLOYEES - PROBATION**

Section 10.1 The first three (3) months in a twelve (12) month period worked by a new employee will be a probationary period for new employees during which time the employee will be subject to transfer, demotion, or discharge at any time and in the sole discretion of the Company. Upon satisfactory completion of the probationary period, the employee will be placed on the seniority list with bargaining unit seniority from the date of hire.

ARTICLE 11 **MILITARY LEAVE**

Section 11.1 Any employee leaving the employ of the Company for the purpose of entering active, full-time military service, activated full-time reserve duty or activated full time service in the National Guard shall, at the time of leaving receive any accrued but unused vacation pay due him as of that date.

Section 11.2 The Company and the Union agree to comply with all state and federal regulations in regard to time off for purposes of military reserve and Ohio National Guard training and the re-employment of employees who have satisfactorily completed their military service including USERRA (Federal Uniformed Services Employment and Reemployment Act of 1994).

Section 11.3 An employee returning from the military service must present evidence of satisfactory completion of his period of training and service.

ARTICLE 12 **HOURS OF WORK AND PART-TIME** **EMPLOYEES**

Section 12.1(a) Driver Shifts: While length and frequency of shifts are not guaranteed, for the drivers, the normal work shifts during a consecutive twenty-four (24) hour period shall be two (2) shifts of twelve (12) consecutive hours each.

Because of the nature of the work employees shall be deemed "on-the-clock" and subject to duty assignments during the entire shift they are working. There are no specifically dedicated times for meal breaks or use of restroom facilities and employees are expected to use periodic "downtime" for those purposes, it being understood, that such breaks can be interrupted at any time.

Section 12.1(b) Mechanic Shifts: While length and frequency of shifts are not guaranteed, the normal work shifts during a consecutive 7-day workweek will be from 40 to 55 regularly scheduled hours. Such hours may exceed 55 if the Company is experiencing a shortage in available employees.

(i) Thirty (30) minutes (unpaid time) for lunch which will be taken consistent with daily workload; and

(ii) One paid break of ten (10) minutes which will be taken during the first ½ of the employee's shift and a second paid break of ten (10) minutes which will be taken during the second ½ of the employee's shift.

Employee time prior to their scheduled shift for changing into and out of uniforms and wash up shall not be considered work time and shall be unpaid.

Section 12.1 (c): Rovers: While length and frequency of shifts are not guaranteed, for the rovers, the normal work shifts during a consecutive twenty-four (24) hour period shall be two (2) shifts of twelve (12) consecutive hours each. Because of the nature of the work employees shall be deemed "on-the-clock" and subject to duty assignments during the entire shift they are working. There are no specifically dedicated times for meal breaks or use of restroom facilities and employees are expected to use periodic "downtime" for those purposes, it being understood, that such breaks can be interrupted at any time.

Section 12.2 The Company shall have the right to employ up to four "part-time" drivers and two part time mechanics and schedule them to work no more than thirty (30) hours per week each in accordance with good business practices, provided, however, the Company agrees not to use part-time employees to displace full-time employees from their regularly scheduled shifts, part-time employees shall be sent home first in lack-of-work situations, and part-time employees shall be subject to lay off first. Part-time employees shall not be assigned to shifts if full-time employees are not scheduled at least 48 hours of work per week. Part-time employees shall receive double time pay only in accordance with Article 13 of this agreement and shall receive holiday pay in accordance with Article 15 of this Agreement, provided they work on the holiday. Should a part-time employee be hired as a full-time employee, said employee's seniority shall be deemed to have begun accruing on their first day of employment as a part-time employee.

Section 12.3 (a) At the time of execution of this Agreement, the Company's drivers operate on a "5 and 3" shift structure, with the drivers scheduled to work for five (5) days and then provided three (3) "float" days where the drivers are not scheduled to

work. The Company reserves the right to change this shift structure, and shall notify in writing the Union Stewards and the Union President prior to changing this structure. The Company and Union may, at their respective options, meet to discuss other shift schedules to meet the needs of the drivers and the Company.

Section 12.3(b) The Company reserves the right to change shifts, shift assignments (in accordance with Article 18) and start times for the mechanics and shall notify in writing the Union Stewards and the Union President prior to changing this structure. The Company and Union may, at their respective options, meet to discuss other shift schedules to meet the needs of the Employees and the Company.

Section 12.3 (c) At the time of execution of this Agreement, the Company's rovers operate on a "4 and 4" shift structure, with the drivers scheduled to work for four (4) days and then provided four (4) "float" days where the rovers are not scheduled to work. The Company reserves the right to change this shift structure, and shall notify in writing the Union Stewards and the Union President prior to changing this structure. The Company and Union may, at their respective options, meet to discuss other shift schedules to meet the needs of the drivers and the Company.

ARTICLE 13 **OVERTIME AND SCHEDULING**

Section 13.1

(a) Drivers

Drivers and Rovers shall be paid one and one-half (1-1/2) times their regularly hourly rate for all hours worked in excess of forty (40) during a consecutive seven (7) day work period. Drivers and Rovers shall be paid two (2) times their regular hourly rate for all hours worked in excess of 12 (twelve) hours during a twenty-four (24) hour period, provided that the Driver and Rover is assigned to work Random Overtime in accordance with Sections 13.3 to Section 13.7 below.

A Driver's time dedicated to transporting in and out of the AK Middletown facility shall not be considered as overtime in accordance with the article unless said time is due to the company's failure to timely transport the employee.

A Driver's regular assigned shift may include a certain amount of "scheduled overtime." Overtime in addition to scheduled overtime shall be designated as "unscheduled overtime" or "additional overtime."

(b) Mechanics:

Mechanics shall be paid one and one-half (1-1/2) times their regularly hourly rate for all hours worked in excess of forty (40) during a consecutive seven (7) day work period.

A Mechanic's regular assigned shift may include a certain amount of "scheduled overtime." Overtime in addition to scheduled overtime shall be designated as "unscheduled overtime" or "additional overtime."

Section 13.2 The Company shall retain the sole and exclusive right to assign scheduled, unscheduled and additional overtime.

Section 13.3 (a) Drivers Random overtime (i.e., an additional four (4) hours or less after a 12 hour shift) will be filled by asking the senior drivers on the incumbent shift first and then moving down the seniority list in order of seniority until the overtime is filled.

Section 13.3 (b) Mechanics Random overtime (i.e., an additional four (4) hours or less after a *mechanic's* regular assigned shift) will be filled by asking the senior *mechanic(s)* on the incumbent shift first and then moving down the seniority list in order of seniority until the overtime is filled

Section 13.4 In the event no employee(s) on shift accepts the overtime the least senior employee(s) on shift will be required to work the overtime.

Section 13.5 The Company shall not require an employee, as stated in Section 13.4, to work overtime more than once during the scheduled week until all other available employees on shift have been required to work once during the scheduled work week.

Section 13.6 If the Company needs to fill Random Overtime prior to the start of a shift, four (4) hours or less, the Company will call the senior employee(s) working the shift preceding the overtime to be filled and offer the overtime to that employee(s) moving down the seniority list until the overtime is filled.

Section 13.7 In the event no employee(s) as stated in Section 13.6 accepts the overtime the least senior employee(s) in the incumbent shift will be required to work the overtime.

Section 13.8 The Company shall not require an employee, as stated in Section 13.7, to work overtime more than once during the schedule week until all other available employees on shift have been required to work overtime once during the scheduled work week.

ARTICLE 14 **REPORTING FOR WORK - LACK OF WORK**

Section 14.1 Employees shall be responsible for providing a current phone number for purposes of contact by completing the proper form and within the employee's scheduled work week

Section 14.2 Any employee reporting for work on a work day shall be permitted to work a regular work schedule for that day except where an employee is late for work or the lack of work results from causes beyond the Company's reasonable control. If an employee is not contacted and shows up for work, he/she shall be provided at least four (4) hours of work at the applicable pay rate, overtime, holiday, shift differential, etc.

Section 14.3 If the company must send an employee(s) home as described in Section 14.2 the Company shall ask the most senior employee(s) on shift first and then moving down the seniority list in order of seniority until the required number of employee(s) needed have accepted to be sent home. If no employee(s) have accepted to be sent home, the least senior employee(s) will be sent home in the reverse order as stated previously in this section.

Section 14.4 Should the Company send an employee(s) home as stated in this Article the Company will inform the Stewards as soon as possible of the number of employees and the reason why they are sending them home.

Section 14.5 Should the lack of work continue beyond a 24 hour period resulting in employee(s) being sent home, the Company will inform the Union Office in writing (including, but not limited to, e-mail or fax) of the names of the employee(s) affected and the reason(s) for sending the employee(s) home.

Section 14.6 The following procedure will be utilized to provide opportunities to mechanics in the event that Lack of Work in the mechanic's Job Classification results in a reduced need for mechanic's and contact can be made prior to the start of the scheduled shift:

A. One or more employees in that Job Classification scheduled to report on the shift to be reduced will be contacted by the Company prior to the commencement of the shift and given the opportunity to not work.

B. The Seniority List will be utilized for such contact. The offer to not work will be offered to the high seniority employee in that Job Classification who has the opportunity to accept or reject the offer to not work. If the offer is rejected or the employee does not answer his/her phone (which counts as a rejection), the offer will be extended to the next highest seniority employee in that Job Classification and this process will be followed until sufficient employees accept the offer to not work and are taken off the work schedule to meet the Lack of Work conditions.

C. The opportunity to not work shall be offered to all employees in that Job Classification on the Seniority List from high seniority to low seniority in all Lack of Work situations until such time as all employees in that Job Classification have been

contacted (or attempted to be contacted) with such offer. At that point, the highest seniority employee in that Job Classification will receive the next offer and this procedure will be repeated.

D. In the event that the offer is made and rejected by all employees, the Company will direct employees in that Job Classification to not report for work, starting with the lowest seniority employee and moving up the seniority list until sufficient employees are designated to not report for work.

ARTICLE 15 **HOLIDAYS**

Section 15.1 Subject to Section 15.2, full-time employees shall receive the following holiday pay provided they have been employees of the Company sixty (60) calendar days or longer as follows:

- (a) New Year's Day
- (b) Easter
- (c) Memorial Day
- (d) July Fourth
- (e) Labor Day
- (f) Thanksgiving Day
- (g) The day before Christmas (this day paid only if worked)
- (h) Christmas

Drivers and Rovers shall receive 12 hours of holiday pay at their straight time hourly wage rate for a holiday not worked in accordance with Section 15.2.

Mechanics shall receive holiday pay for their regular scheduled hours at their straight time hourly rate for a holiday not worked in accordance with Section 15.2, but in no circumstances will an employee receive less than 8 hours of pay.

Employees who work on a holiday will receive two times their normal straight time hourly wage rate, but in no event shall holiday pay "pyramid," meaning employees will not receive holiday pay as a supplement or in addition to overtime pay.

In the event an Employee receives lack of work or is scheduled less than twelve (12) hours of work on a holiday, the Employee will receive two times pay for the time worked the remainder of the Employee's pay, not to exceed twelve (12) hours, and will be paid at straight time in accordance with this Article. In no instance will an employee be "forced" home before the end of his shift when working on a holiday.

Section 15.2 In order to be eligible for holiday pay, an employee must be on the active payroll and, if scheduled to work, must have timely reported (i.e., not tardy) and worked the last scheduled shift immediately prior to the holiday, the regularly scheduled shift immediately following the holiday and, if scheduled, the holiday itself.

Section 15.3 When a holiday falls within an eligible employee's approved vacation and the employee is absent from work because of such vacation, said employee shall be eligible for the holiday pay as described in Section 15.1 above.

ARTICLE 16 **VACATIONS**

Section 16.1 Vacations during the period of this contract shall be in accordance with the following provisions:

- (a) The earned vacation period shall be from Anniversary date to Anniversary date.
- (b) Full-time employees attaining the designated years of service on their anniversary date shall receive the amount of vacation corresponding to those years of service in the year following his/her Anniversary date:
 - i. After one year – 1 week off paid
 - ii. After two years – 2 weeks off paid
 - iii. After five years – 3 weeks off paid
 - iv. After ten years – 4 weeks off paid
- (c) A week of vacation pay shall consist of fifty (50) hours of straight time at the employee's regular hourly rate. Vacation pay shall be earned, due and payable on the regular pay day following the vacation. Should an employee elect not to take a vacation, the vacation pay shall be earned, due and payable on that employee's anniversary date.
- (d) Single vacation days may be taken by the employee and will be paid at the rate of 10 hours at the employee's regular hourly rate.
- (e) A "week of vacation" is defined as 7 consecutive days off work.
- (f) When an employee breaks a week of vacation into single days, they will receive 5 single days of vacation.

Section 16.2 An employee who is absent from work due to any reason (excluding holidays, vacation, and any approved leave of absence in accordance with this Agreement and with the Participation Agreement with the National IAM Benefit Trust Fund) in excess of thirty (30) work days in any one earned vacation period (year) shall have his vacation that he earns in that period prorated for such absence.

Section 16.3 Vacations may not be carried over from one (1) vacation period to the next.

Section 16.4 **V a c a t i o n S c h e d u l i n g**

(a) Vacations shall be scheduled in the interest of maintaining efficient operations. Senior drivers within a job classification shall have preference for vacation schedules.

At the time this Agreement is executed, the Company has established a "2 day, 2 night" maximum quota for vacations, meaning up to two drivers scheduled for either shift may take a vacation at any given time. Should operational requirements require lowering that quota, the Company agrees to inform the Union Stewards and Union President prior to doing so.

(b) Vacations shall be scheduled in the interest of maintaining efficient operations. Senior mechanics within a job classification shall have preference for vacation schedules. At the time this Agreement is executed, the Company has established a "1 day, 1 night" maximum quota for vacations, meaning no more than one (1) mechanics scheduled for either shift may take a vacation at any given time. Should operational requirements require lowering that quota, the Company agrees to inform the Union Stewards and Union President prior to doing so.

(c) Rovers will not count against the driver's quota.

Section 16.5 Vacation is a vested benefit and any balance will be paid out when employment is terminated for any reason but only in accordance with Article 21.6 of this Agreement.

ARTICLE 17 **SENIORITY/LAYOFF AND RECALL**

Section 17.1 Seniority shall be observed in the various articles of this Agreement as follows:

Section 17.2 The Company agrees to provide the Union Office and Chief Union Steward, and to post on the bulletin board each six (6) months, a list of all bargaining unit employees ranked according to seniority and listing their current Job Classification; however, in the event of a lay-off, the Company will forthwith issue and post an up-to-date seniority list. No layoff may take place until said updated seniority list has been posted. Seniority is defined by the date of hire. The earliest hired employee will have the most seniority in the bargaining agreement.

Section 17.3 A list of current employees ranked according to the criteria set forth in

Section 17.2 has been delivered to the Union and is made a part of this Agreement.

Section 17.4 Any employee who has an objection to his placement on a seniority list shall register such objection to the Company within ten (10) days from the date of posting or the employee's return to work from vacation, sick leave, etc. If no objections are registered, the posted list shall be deemed to be correct for the duration of the posting.

Section 17.5 Seniority shall be lost if the following occurs:

- (a) Discharge for just cause;
- (b) Voluntary resignation or quit;
- (c) Absence for three (3) consecutive days without notifying the Company, where it was possible for the employee or anyone else to contact the Company and explain the extraordinary circumstances preventing the employee from coming to work;
- (d) Retirement;
- (e) Failure to report for work within five (5) calendar days after written notification of recall from layoff, provided that a recalled employee who is then employed elsewhere and who within five (5) calendar days of his/her recall notifies the Company of his intent to return to work does not have to return until the Monday following his recall;
- (f) Continuous absence from work as a result of layoff for a period of time equal to the amount of time that the employee has seniority up to a maximum of one year for employees with less than three (3) years plantwide seniority. Employees who have attained three (3) or more years of plantwide seniority on or after the effective date of this Agreement shall retain their seniority for an additional six months for a total of eighteen months;
- (g) Continuous absence from work for eighteen (18) months as a result of illness or injury, whether work related or otherwise.

It will be the responsibility of the individual employee to keep the Company informed of his correct address, to aid the Company in protecting the employee's rights. "Registered or Certified" mail sent to the employee's last known address on file with the Company shall be considered as fulfilling any obligation on the part of the Company on matters which require contacting an employee.

Section 17.6 Layoff and recall from layoff will be by seniority except as modified by Section 17.7

Section 17.7 Cutbacks:

- a) Cutbacks shall follow the lines established in the progression charts appended to this agreement, demotions being made in the reverse order in which promotions would have occurred under the chart.
- b) If more than one line of progression exists in a seniority section, an employee who reached a job classification through one of the established lines shall cut back through the same line.
- c) An employee who has been displaced from his line of progression will compete by seniority for promotion within another line of progression in his seniority section with any other employee not holding line or job equity in that line of progression and will have a reasonable period of time [not to exceed ten (10) working days] to become proficient at the new job.
- d) An employee who has been displaced from an established line of progression and assigned work in another line of progression in the same seniority section, shall hold seniority standing in his regular job classification; however, when work in his established line of progression to which the employee is entitled by seniority becomes available for a workweek or more, he shall be scheduled to such job classification and/or work assignment.
- e) An employee whose assignment is eliminated or is temporarily discontinued in a job classification or who is cut back to such a job classification, due to a force reduction, may replace for the remainder of the work week the employee on turn having the least seniority. Such employee, however, may claim assignment preference within the job classification on the basis of seniority provided no less than a scheduled workweek is known to be available for such assignment prior to the posting of the workweek schedule, subject to other terms and conditions of this Agreement.

Section 17.8 In the event the Company deems it necessary to reduce the size of the work force the Company shall ask for volunteers for layoff starting with the most senior employee utilizing the procedure above and working its way down the seniority list. Should an insufficient number of volunteers present themselves, the Company shall layoff remaining employees by low seniority first. Any employee who is subject to layoff may exercise his right to displace any other employee with less seniority subject

to the provisions in Article 18 (Job Vacancies/Preferences) and will have a reasonable period of time [not to exceed ten (10) working days] to become proficient at the new job.

Section 17.9 Employees on layoff status and who have retained their seniority shall be offered employment in the bargaining unit before any new employees are hired, provided that the employee to be recalled possesses, or is able to acquire within 5 working days of the offer, the necessary credentials for that position in the bargaining unit (i.e., any certifications required at that time, training, CDL).

Section 17.10 Employees on layoff status shall be recalled in the reverse order of having been laid off, provided that the employee to be recalled possesses, or is able to acquire within 5 working days of the offer, the necessary credentials for that position in the bargaining unit (i.e., certifications, training, CDL).

Section 17.11 The Company agrees that employees who have lost seniority due to layoff will be duly considered for any positions for which the Company decides to hire, provided that such employees apply for the position to be filled.

ARTICLE 18

JOB VACANCIES/PREFERENCE

Section 18.1 It shall be the intent of the Company and the Union to provide conditions which will encourage employees to acquire knowledge, skill, and efficiency in order to be qualified for promotion to positions of greater responsibility and higher pay through a system of seniority, the provisions of which have been mutually agreed upon and are hereinafter outlined.

(a) Continuous Service for seniority purposes (seniority service) shall be Company Continuous Service calculated for the period of unbroken employment.

(b) The parties agree that there are two (2) Department Sections for, among other things, purposes of seniority: one – the Drivers Section is made up of the Drivers and Rovers and the other – the Mechanics Section - is made up of Mechanics, Helpers and Wash Crew.

(c) Should the length of Company Continuous Service be equal in the case of two or more employees, the relative service standing of such employees shall be determined by the chronological age of the employees involved. The oldest employee shall have the highest relative service standing, with the younger employees aligned following in descending order by age.

(d) It shall be the practice of the Company to promote from within the organization in all cases where qualified employees are available. . At no time will a new hire be placed in an opening that was not offered to incumbent employees first

(e) Seniority, as provided in this Agreement, shall be applied in all cases of promotion or demotion to positions within the bargaining unit and increases or decreases in the forces of such positions.

- i. Except as modified by other provisions of this agreement, promotions shall be made in ascending job classification order starting with the job classification immediately below the job classification in which the permanent vacancy occurs and with the employee having the greatest seniority.
- ii. Demotions, layoffs, and other reductions in forces shall be made in descending job classification order starting with the highest affected job classification and with the employee in such job classification having the least seniority.
- iii. The sequence on a recall shall be made in the reverse order so that the same experienced people shall return to job classifications in the same positions relative to one another that existed prior to the force reductions.

Section 18.2 Training and Break-in Opportunities

(a) Transferred employees will be afforded appropriate training opportunities (including normal opportunities to fill temporary vacancies) by seniority standing in order to encourage transfer hereunder and normal progression of such employees in the sections to which they have transferred. Department employees will be offered training and break-in opportunities before non-departmental employees.

(b) It is recognized that in some cases "break-in" time is required for training an employee in a job classification or on a specific work assignment to which his seniority entitles him (including cut-backs), but the need for and length of all such break-in time will be determined by the Company.

(c) An employee who is not eligible to promote because "break-in" time has not been made available to him shall not forfeit any seniority rights to a shorter seniority service employee who was afforded break-in time and advanced around the longer seniority service employee solely for such reason; provided the longer seniority service employee qualifies for the promotion within the allotted break-in time.

(d) An employee who is not promoted to a permanent vacancy because "break-in" time has not been made available to him and who later does qualify for the promotion within the allotted break-in period shall receive the difference between the amount received for the break-in period and the amount that otherwise would have

been received for the same period, including premium, holiday pay, incentives, and lost overtime opportunities.

(e) An employee who is not permitted to fill a temporary vacancy on any higher job classification level above the level to which such employee is job classification changed solely for the reason that break-in time has not been afforded, but who was available for break-in for such job classification for his 60 work days immediately prior to the vacancy, shall be paid the difference between what the employee received in the job classification worked for that day and what the shorter service employee in the same job classification level or lower received on the step-up job classification, including premiums, holiday pay, incentives, and lost overtime opportunities.

(f) The Company agrees to include all applicable bonus pay for all break-in, training and/or retraining for current/transferred employees.

(g) The Company's Mill Shop Supervisor and Highway Shop Supervisor shall determine, using the above criteria, whether an employee is qualified to fill the available position. The determination shall be final and not subject to grievance or arbitration, unless the determination and selection is arbitrary and capricious.

(h) The Company agrees to include time spent on break in and training for purposes of computing overtime hours.

(i) Seniority Agreements - Under the provisions of this section, the parties have divided the bargaining unit into Department Classifications seniority sections and have established progression charts showing the lines of promotion and demotion to be followed within each such seniority section. By agreement between the Company and the Union and the appropriate Steward, these progression charts may be revised from time to time because of the addition of assignments, discontinuance of assignments or other conditions. No progression chart shall become effective until posted in the seniority section to which it applies, and until the effective date specified thereon. The Company shall be responsible for the posting of progression charts.

(j) The parties agree that the construction and operation of progression charts should be governed by the following considerations which have heretofore been recognized by the parties under both their prior and present-agreements.

- i. A seniority section may be comprised of a part of a department or an entire department depending upon the normal need for and practicability of interchanging employees.
- ii. Job classifications should be aligned in progression charts so that to the fullest extent practical an employee will be in a position to qualify for the next higher job classifications.

- iii. The alignment of job classifications should be made so that the day-to-day changes in job classifications made necessary by fluctuating operating requirements may be made smoothly.
- (k) The Company will not modify the Lines of Progression without agreement by the Union.
- (l) When employees in a job classification are in line for a seniority promotion, the principle of seniority within the job classification shall apply, i.e., the individual having the greatest Company Service in each job classification involved shall be in line for the promotion on the basis of his respective Company Service standing. Should the ranking employee on this basis not be promoted, the employee immediately below him in Company Continuous Service standing in the same line of progression shall be in line for the promotion on the basis of his Company Continuous Service standing.
- (m) Promotions shall be in accordance with the seniority standing and the job classification sequence established by the progression charts.
- (n) Supplementary agreements may be made for any seniority section with respect to the filling of relief turns, step-up turns or temporary vacancies, assignments and seniority practices under emergency or special situations. Such agreements shall not be contrary to the principles established in the Agreement. Such agreements shall not be placed in effect except by written agreement of the Company and the Union.

Section 18.3 General Seniority Practices and Principles

(a) Assignment Preference - In each progression chart there may be multiple work assignments within each Job Classification. In such instances, seniority standings of employees on work assignments within a job classification shall be determined as though all work assignments in the job classification were a single work assignment. Employees may claim preferences to shift patterns and repetitive routine work assignments in their incumbent box for which they are fully trained and qualified on the basis of seniority. Preferences will be honored, provided that the exercise of such preferences does not interfere with break-in, new, or refresher training, or the efficient utilization of the workplace. Employees may be temporarily reassigned to duties and shift patterns other than their preferences for legitimate business reason(s). A mutually agreed upon preference form has been developed by the parties. Claims to work assignment preference on the basis of seniority must be made promptly. Where a work assignment is claimed by an eligible employee who is less senior than other eligible employees, the Company shall promptly advise the more senior employee(s) of such claim and they must decline in writing the work assignment in question. Failure by the

Company to secure such statement of declination will entitle the more senior employee(s) to such claim.

- i. Claims to work assignment preference on the basis of seniority will be considered prior to filling permanent vacancies where practical and reasonable but only in cases where other employees' promotional rights are not interfered with.
- ii. An employee whose work assignment is eliminated or is temporarily discontinued for twenty-eight (28) calendar days due to a force reduction shall lose his work assignment preference claim unless such preference is not claimed by a more senior employee. It is understood that force reductions do not include vacations, sickness, assignment at the convenience of management or any other absence from the job not resulting from a decrease in the work force.

(b) Trial Period An employee promoted shall be given a fair trial for a period not to exceed twenty eight 28 calendar days, during which period the employee may voluntarily return, or be returned by the Company to his former job classification level, work assignment preference, and seniority standing if the promotion is unsatisfactory to the employee, or if he has failed to perform satisfactorily the duties of the job classification level to which he has been promoted.

- i. The twenty eight 28 day trial period referred to in this Subsection shall be the twenty eight 28 consecutive calendar days beginning with the first day an employee works in the job classification level to which he has been thus promoted, unless prior to the expiration of such period it shall be agreed between the Company and the Union that a fair trial has not been afforded by reason of sickness of the employee, breakdown of equipment, slack operations or other conditions which have caused excessive loss of working time on the new job classification.
- ii. After expiration of the twenty eight 28 day trial period, an employee who the Company disqualifies for failing to satisfactorily perform the job classification to which he has been promoted, except in cases of cutback or disability, shall return to his/her last existing permanent job classification within the line of progression before said disqualification.

(c) Waiver Any employee who declines a promotion or who is not promoted due to an inability to perform a job classification ahead of him (including permanent vacancies and advancements to fill one or more step-up, temporary, or relief turns to which the employee is entitled in accordance with supplemental agreements or practices in his section) shall:

- i. For purpose of future promotion to any job classification within that line of progression above the employee's permanent job classification, be deemed to occupy a seniority standing directly following that of the employee who accepts the promotion and those employees whose seniority standing places them above the promoted or broken-in employee. If such employee is later promoted level handed to a permanent job classification with the employee who so advanced around him, he will re-establish his full seniority rights to all future seniority entitlements. An employee's permanent job classification is that job classification on which permanent seniority is maintained at the time the waiver is signed.
- ii. In cases of cutbacks, retain his seniority on his permanent job classification or on lower rated jobs classifications in the line of progression.
- iii. Each time an employee is entitled to promote he shall be offered and assigned such promotion and if declined, he shall sign a new waiver form indicating such refusal. It shall be the responsibility of the employee's Company Representative to secure a signed waiver form in each case. If an employee refuses to sign a waiver form, his Company Representative shall prepare such form, annotate the form that the employee has refused to sign and have the form noted by an appropriate Union Representative. The Company Representative will provide copies to all affected employees and the Union business office.
- iv. When a progression chart change is made wherein a new job classification(s) is added in a line of progression, previous waivers which have forfeited promotional rights of employees in the same line of progression shall remain in effect and shall apply with respect to the promotional rights of employees to the newly added job classification(s).

(d) Emergency Conditions - In cases of emergency, seniority principles will be applied to the extent practicable, however, it is recognized that under such situations decisions must be made preventing the application of seniority in line with the principles set forth in this Section, and in such situations the Company shall have a reasonable tolerance in such application (including the consideration of the need for scheduling overtime). The tolerance provided herein permits such application for a period not to exceed 3 calendar days following the day on which the emergency occurs. Thereafter, any further acknowledgment of the original emergency shall cease to exist and employees will again be assigned in accordance with the principles outlined in this Article, unless by mutual agreement of the parties the emergency period is extended. It is agreed that any hours worked by an employee out of seniority order in an emergency will not be considered as establishing any prior rights to any permanent vacancy

occurring at a later date. The limitations of the application of seniority above outlined shall prevail unless otherwise provided for a particular seniority section by supplementary agreement. The Union President will be notified of emergency conditions as soon as reasonably practical.

Section 18.4 Transfers

(a) An employee who has the qualifications to perform the job classification in which a vacancy exists may be transferred to that job classification for a period not exceeding twenty eight 28 calendar days commencing with the first day of uninterrupted assignment in such seniority section without losing seniority standing in his former section. If at any time before the expiration of the twenty eight 28 calendar day period such transfer proves unsatisfactory to either the employee transferred or the Company, the employee may return or be returned to his former section by the Company without loss of seniority, provided the return is made within the twenty eight 28 calendar day period. Failing to return to his former seniority section within the twenty eight 28 calendar day period, the employee's seniority standing in the new seniority section shall be established from the date of transfer and his seniority in his former section shall be lost.

(b) An employee working on a temporary vacancy in a job classification as a result of the transfer of another employee, and prior to the expiration of the twenty eight 28 calendar day period as set forth above, who shall become entitled to a permanent vacancy in accordance with Supplemental Agreements and practices in his section will be offered and assigned such permanent vacancy.

Section 18.5 Permanent Promotions and Transfers. Employees shall be given preference in order of seniority (applying Company Continuous Service) to promote from one job classification to another job classification within his line of progression (Step 1), to transfer from one line of progression to another within a seniority section (intrassectional transfer Step 2) and to transfer from one seniority section to another seniority section (intersectional transfer Step 3).

1. The Drivers will not be permitted to transfer to the Mechanic's Section unless there is a cutback that would result in layoff and there is an opening in the Mechanics Section the Driver is qualified to perform, or the Parties otherwise agree.
2. The Mechanics will not be permitted to transfer to the Driver's Section unless there is a cutback that would result in layoff and there is an opening in the Driver's Section the Mechanic is qualified to perform, or the parties otherwise agree.

a) Intrasectional Promotion/Transfer

(Step 1)

- i. An employee job changed to a job classification at the time of the vacancy(s) will be considered for promotion by seniority to another job classification directly above his job classification in his line of progression. The twenty eight 28-day trial period will apply for all cases of promotions from one job classification to another job classification within the same line of progression. An employee who elects to return to his former job classification within the twenty eight 28-day trial period will sign a waiver.

b) Intrasectional Promotion/Transfer

(Step 2)

- ii. An employee shall be considered for transfer from one line of progression to the entry level job classification in another line of progression within the same seniority section provided such employee has the necessary qualifications to perform the entry level job classification, has filed timely written application for transfer (on a form provided by the Company), and a period of one year has elapsed since the date of the employee's last intrasectional transfer or a period of 12 months has elapsed since his election to return from the last intrasectional transfer.

An employee's application for intrasectional transfer shall remain in effect until such employee:

- is transferred in accord with his request, or
 - withdraws the request in writing, or
 - refuses to accept such transfer, or
 - is no longer eligible for intrasectional transfer as set forth in "a" above because of transfer to another seniority section or is assigned for reasons of incapacity or terminated.
- iii. The twenty eight 28-day trial period provided for intrasectional transfers shall apply in cases where an employee is changed from one line of progression to another within the same seniority section.
 - iv. Notice of vacancies subject to intrasectional application shall be posted for a minimum of seven (7) consecutive days. Such notice of vacancies shall be posted in the main office and the mechanics shop.

- v. Notice of employee selection, including Continuous Service dates, will be posted within the section and a copy will be provided to the Union business office.
- c) Intersectional Promotion/Transfer applicable to Mechanics only
(Step 3)
- i. An employee shall be considered for transfer from one seniority section to the entry level job classification in another seniority section provided such employee has the necessary qualifications to perform the entry level job classification, has filed a timely written application for transfer (on a form provided by the Company), and a period of one year has elapsed since the acceptance of an intersectional transfer or a period of twelve months has elapsed since the employee's election to return from an intersectional transfer. If an employee accepts a transfer under these provisions:
 - such transfers will be made in accordance with the provisions of Section 18.4 above, and
 - any other applications for transfer under this provision will be canceled.
 - ii. Notice of vacancies subject to intersectional transfer shall be posted in the main office and the Mechanics Shop for a minimum of seven (7) consecutive days, and a copy will be provided to the Union business office. Such notices shall indicate the department, job classification, job classification pay level, estimated number of employees needed, date of posting, and the time and location where the applications can be filed. An employee may bid on any number of posted vacancies.
 - iii. The prevailing applicant(s) shall be selected from among qualified employees who have filed timely applications.
 - iv. Notice of the prevailing applicant(s), including Company Continuous Service date, shall be posted at the main office and the Mechanics Shop for seven (7) consecutive days, and a copy will be provided to the Union business office.
 - v. An employee who returns from either an intrasectional (Step 2) or intersectional (Step 3) transfer will not be entitled to transfer to either the line of progression or seniority section from which such employee returned for a period of one (1) year.
 - vi. A permanent vacancy may be filled by temporary assignments until such time as the prevailing bidder is Identified and assigned.

Section 18.6 Extended Temporary Work Assignment Preferences

(a) An extended temporary work assignment preference is one that is created by sickness, leave, anticipated permanent vacancy, or other approved temporary condition that is expected to exceed twenty-eight (28) calendar days.

(b) All temporary work assignment preferences of less than twenty-eight (28) calendar days may be filled by this Article.

(c) When the Company determines that an extended temporary work assignment preference needs to be filled, it will be filled by seniority through distribution of the agreed upon preference form.

(d) Once an employee preferences an extended temporary work assignment, he will be released from that extended temporary work assignment preference when a) the extended temporary work assignment is discontinued or, b) the employee preferences another work assignment (extended temporary or permanent) or, c) the employee's permanent preference becomes vacant.

(e) When the extended temporary work assignment preference is discontinued, the employee holding the extended temporary work assignment preference will be returned to his permanent work assignment preference.

(f) In cases of a cut back involving an extended temporary work assignment preference, the cut back will be conducted in accordance with this Article.

Section 18.7 - New Operations

(a) When new operations are added and new seniority sections created, job classifications and/or work assignments on such new operations shall be filled by seniority among employees who desire the job classification and/or work assignment from the operations directly affected as a result of the addition of the new operations.

(b) The placement of employees on the new operations, as provided in paragraph 1 above, shall not disturb previous relative seniority standings.

(c) The Union and the Company shall meet to consider the problems involved with the administration of the above procedure and may adopt by agreement such rules and regulations as may be helpful. Any issue or dispute which remains unresolved after sixty (60) days may be submitted directly in arbitration for resolution.

Section 18.8 Mutli Truck Assignments

(a) The Company has identified the major routes, or doors, that are deemed as Multi-Truck assignments that will be subject to their preference, but will not limit the additional Multi-Truck pay if an employee physically drives more than one truck during their shift on an assignment not listed in this policy.

(b) The Company agrees that the following listed areas/door assignments are deemed as Multi-Truck assignments that *typically will* garner the \$0.50 per hour incentive pay when more than one truck is actually driven during the shift. If a driver

who has preferenced one of these positions is moved to a different work assignment after the shift has started, that employee shall be paid the Multi-Truck incentive for remainder of that shift.

Door 692 - EGL

Door 663 – Aluminize

Door 658 – 94 Anneal

Door 179 – North Distribution

Door 603 – Slab Yard

Door 645 – 4 & 5 Pickler

(c) The following preference ARE NOT deemed as a normal Multi-Truck assignments that an employee may preference if they so desire. It is understood that any employee that makes a selection of one of these jobs, and actually performs work of a Multi-Truck nature by assignment by management, said employee shall be paid the \$.50 Multi-Truck rate for the period of time that the work is actually performed.

Cold Mill – Group Assignment / 5 Positions

Shipping – Group Assignment / 5 Positions

Filter Press – Days Only / Special Qualification Required

- i. All available positions will be listed at the time the preference takes place.
- ii. All employees have the right to preference any position that their seniority entitles them to. All employees need to be aware, however, that the Company reserves the right to disqualify any employee who cannot reasonable perform the rigors of a given preference assignment after reasonable training and break-in opportunities have been made available to that employee.

(d) Example of how preference assignments will be affected by an operational disruption resulting in the displacement of an employee:

If an employee is scheduled for a week of work on their job preference assignment based upon the best information that the Company has received from production planning for the coming week *and*;

The employee's job preferenced door/assignment is shut down prior to the beginning of the work shift:

The affected employee shall be re-assigned by management to an open position per the needs of the Company, and shall be paid accordingly. If the driver receives a single truck assignment, the driver shall not receive the Multi-Truck incentive. If work is

performed of a Multi-Truck nature, then the employee shall receive the Multi-Truck incentive for the period of time the work is performed.

Or;

The affected employee begins and actually performs work on their job preference assignment, but the door/assignment is then shut down resulting in the need to reassign that driver:

The driver will only be paid the Multi-Truck Incentive for the period of time that he/she actually performed the Multi-Truck work under their preference. The driver will be paid, for the remainder of the shift, the rate of pay for actual work performed under the new assignment. If the driver was performing work as a single truck assignment and gets moved to a position where they are performing Multi-Truck duties, then the employee shall be paid for the Multi-Truck incentive for the period of time the work was actually performed.

The preceding statements are with the understanding that the Company, in its sole discretion, will make the determination to shift displaced drivers to another position, or send employees home based upon the actual needs of the Company as stated in Article 14: *Reporting for Work-Lack of Work*. If the Company opts to send people home early as a result of a disruption in production, the Company shall do so by the contractual method stated in Articles 14 which is summarized as:

"Ask from the top and force from the bottom"

Section 18.9 The Mechanics Section is made up of 3 Job Classifications consisting of:

- Mechanic Helper
- Mechanic 1
- Mechanic 2

The Mechanics Section has an additional Shift Lead Mechanic work assignment. This position will be paid an additional \$0.50 per hour but only if the assignment is noted on the employee's time card.

(a) Mechanics who perform work in a higher Wage Classification for longer than ½ hour during their shift and for reasons other than training purposes shall be paid at the higher rate for all time worked at that higher Wage Classification during the shift. Employees shall mark their time card to reflect the time worked and shall obtain

approval of such modification from their Supervisor. (For Example, if an employee performs specific additional Mechanic 2 duties for 6 hours during his 10-hour shift (other than simply being Lead on the Shift) he would be paid 6 hours at the higher Mechanic 2 Entry level rate and 2 hours at his regular rate).

(b) **Mechanic Helper** shall have the following demonstrated skills, abilities and duties:

- Housekeeping – sweep all the areas occupied by Company and dump all trash cans/hoppers daily;
- Dump scrap metal hopper as needed;
- Clean restrooms – toilets, sinks and keep toilet paper/paper towels in dispensers;
- Monthly tool inspection – colored tape;
- Torque test lug nuts weekly;(will be paid at Mechanic 1 rate).
- Load/unload spare parts, tires, oil totes, antifreeze, water, etc;
- Keep oil tote storage area clean and all barrels/totes need to be identified;
- Power washing – semi trucks, dump trucks, trailers, personal vehicles, buses, vans, etc.
- Inspect, clean and patch tarps, replacing felt and rubber as needed;
- Measure and cut felt belting when inventory arrives;
- Help with any spills that occur (fuels, oils, antifreeze, etc) using appropriate absorbent, brooms, shovels and pigs.
- Follow equipment to and from highway shop as safety and/or pick-up driver/parts. Etc;
- Assist mechanics and mechanic helpers with roadside breakdown carrying cribbing for jobs, flagging traffic, etc;
- Stock cardboard coil caps; and assist lead mechanic in day to day operations;
- Help with oil and filter changes and recycling of oils;
- Change wiper blades, change wheels and tires, top off fluids, change mud flaps, charge and check batteries, jump start dead batteries, etc.,
- Roadside breakdowns and spills,
- Document all work hours on each work order, and
- Assist in Changing parts on vehicles (i.e., "wrench work") including but not limited to starters, brakes, springs, u-joints, rear ends, radiators, steering linkage, steer axles, kingpins, batteries, etc.; and
- All other duties as assigned including filling in for lower classified employees

(c) **Mechanic-1 (Apprentice)**: in addition to duties, skills and responsibilities of Mechanic Helper and for a time period not to exceed twelve (12) months, the employee must demonstrate to the Company that he/she has the skills and abilities to:

- Assist Mechanics with and/or complete paperwork and documentation for "pass down" information on vehicles and equipment in need of repair and/or service;
- Update the books, service record white boards (filling in all pertinent information needed including part numbers used, quantities used, etc. and
- Follow the pass down/instructions left by the Shop Manager or provide a written basis for deviation.

Mechanic 1 (Journeyman1) in addition to duties, skills and responsibilities of Mechanic Helper shall have the following demonstrated skills, abilities and duties:

- At least two (2) years' experience as a Mechanic Helper or equivalent experience.
- Responsibility for paperwork and documentation for "pass down" information on vehicles and equipment in need of repair and/or service;
- Update the books, service record white boards (filling in all pertinent information needed including part numbers used, quantities used, etc. and
- Follow the pass down/instructions left by the Shop Manager or provide a written basis for deviation;

Mechanic 1 (Journeyman 2) in addition to duties, skills and responsibilities of Mechanic Helper shall have the following demonstrated skills, abilities and duties:

- Change most any part on a truck or trailer (not including engine) but including transmissions, clutches, tires, wheels, hubs, springs, starters, radiators, brakes, airbags, batteries, seats, axles, horns, fans, alternators, etc.
- Repair miscellaneous parts on all equipment;
- Diagnose and repair (if feasible) vehicle and equipment breakdown;
- Conduct service on all vehicles and equipment;
- Complete all work order paperwork including parts used and part number; and
- Diagnose and troubleshoot electrical, hydraulic and air issues; and
- All other duties as assigned including filling in for lower classified employees

(d) **Mechanic 2 (Journeyman 1)** in addition to duties, skills and responsibilities of Mechanic 1 shall have the following additional demonstrated skills, abilities and duties:

- At least two (2) years' experience as a Mechanic 1 or equivalent experience.
- Fabrication work;
- Torching, welding and grinding;
- A/C system diagnose and charge;
- Computer diagnosis (Lap top);
- Welding kingpins and plates; and
- All other duties as assigned including filling in for lower classified employees

Mechanic 2 (Journeyman 2) in addition to duties, skills and responsibilities of Mechanic 1, shall have the following additional demonstrated skills, abilities and duties:

- Operate shop computers and diagnostic test equipment proficiently;
- Demonstrated ability to coach/mentor/influence others, including other mechanics;
- Perform complex repairs with minimal, if any, support; and
- All other duties as assigned including filling in for lower classified employees.

Master Mechanic in addition to the duties, skills and responsibilities of Mechanic 2, shall have the following demonstrated skills, abilities and duties:

- Demonstrated advanced analytical and repair skills in vehicle maintenance;
- ASE Certification in PM, Brakes, A/C electrical, electronics or ASE Master Mechanic;
- 5 years' experience as a class 7& 8 technician in dealership or related truck service facility;
- Operate shop computers and diagnostic test equipment proficiently;
- Demonstrated ability to coach/mentor/influence others, including other mechanics;
- Perform complex repairs with minimal support;
- Diagnose and repair complex mechanical and electrical problems with minimal support and using diagnostic computers/software when applicable;
- Instruct and advise other mechanics and management regarding maintenance repair procedures and diagnostics; and
- All other duties as assigned including filling in for lower classified employees.

(e) **Mechanic Shift Lead** –Duties and responsibilities

- Operates and is responsible for the performance of all functions of the service team.
- Performs or leads service activities as required with truck masters and drivers and coordinates and works in conjunction with service crew; and all other duties as assigned including filling in for lower classified employees.
- Follow the pass down/instructions left by the Shop Manager or provide a written basis for deviation.
- The Mechanic Lead will also perform their job duties as stated in their Job Classification as well as any other duties in the other job classifications.
- The Mechanic Lead will be paid an additional \$0.50 per hour rate only if the assignment is noted on the employee's time card.

Section 18.10 Maintenance Tool Allowance

- Each employee shall continue to furnish a set of tools suitable for Company work. The Company will advise the employee if he lacks necessary tools.
- The Company will furnish special tools as needed that are designed for specific use on Company vehicles only.
- The Company shall continue to provide access through a cabinet or kiosk with limited controlled access for specialized tools which include but not limited to:
 - Radiator Pressure Tester
 - ¾ inch drive socket set SAE
 - ¾ inch impact wrench
 - 1-inch drive impact wrench
 - Floor Jack

ARTICLE 19 **SAFETY**

Section 19.1 The Company agrees to comply with all state and federal regulations in regard to safe and healthful working conditions.

Personal Protective Equipment (other than footwear) shall be supplied by the Company. All employees shall be responsible for purchasing and wearing protective footwear and shall receive a \$175.00 allowance toward the purchase of such footwear on their date of hire and their anniversary date thereafter. The employee shall present a receipt for such purchase within sixty (60) days of the receipt of the allowance or the Company may withhold such amount from their next paycheck. Regardless of the price of the boots neither party shall owe the difference in price to the other.

If the employee terminates his employment with the Company within six (6) months of the date of hire, the Company reserves the right to withhold a pro-rated portion of the allowance for the protective footwear from the employee's last paycheck.

For the Mechanic's Seniority Section, the Company shall provide uniforms and laundering services.

Section 19.2 The Company, the Union and the employees shall cooperate fully in the promotion of safety, safe work habits and good housekeeping throughout the plant. Each employee agrees to comply with all safety and housekeeping rules and regulations in effect and any subsequent rules and regulations which may be adopted by the Company from time to time.

A single Safety Liaison, selected by the Union and within the Bargaining Unit, shall serve as a single point of contact for safety concerns in the Bargaining Unit and shall use the monthly safety meetings, or special meetings with the Company's designated Safety Coordinators, to have these issues addressed. Employees may continue to bring their safety concerns and suggestions directly to management, the Safety Coordinators, or the monthly safety meetings.

Section 19.3 If an employee has had an excessive amount of absences the Company may in its discretion require an employee returning from an absence due to an illness or injury compensable by any group insurance program then in effect; and/or worker's compensation benefits or an absence of more than three (3) consecutive work days due to illness or accident to provide a statement of medical release and fitness to resume work certified by the employee's treating physician. If the Company disagrees with the certification it may, at its cost, refer the employee to its own physician to obtain a second opinion. If the opinion differs, the Union and Company shall select a physician from Medical Evaluators LLC for a third opinion (cost to be borne by the non-prevailing party, but which shall apply towards the Medical Insurance deductible if the employee pays) whose decision shall be final. If the third opinion agrees that the employee is fit to resume work, the Company will make the employee whole per this Agreement for lost time from the date of release of the treating physician but in no event shall the Company be required to pay unworked overtime wages to the Employee.

Article 20 **JURY DUTY**

Section 20.1 Any employee required, pursuant to a jury duty notice or witness summons, to serve as a witness or appear for jury duty, shall be released from work.

Section 20.2. The Company shall pay the employee who has completed his probationary period one-half of his straight time pay for the shift(s) he is unable to work due to appearances for jury duty or service as a

witness, in addition to any amounts received by the Employee from the Court.

ARTICLE 21
INSURANCE AND 401K PLAN

Section 21.1 Health Insurance On the effective date of this Agreement the Company will provide health insurance coverage through participation in the National IAM Benefit Trust Fund Health Insurance Program to be effective on the dates such participation is approved by the National IAM Benefit Trust Fund and subject to the following employee contribution:

Medical Insurance Plan C – (Reserve Draw Down Rates For 2019)

Plan C Coverage	Total Monthly Premium	Company Pays	Employee Pays
Employee Only	\$712.21	Balance of Premium less Employee Contribution	\$32.87 per week (or) \$142.44 per month $(32.87 \times 52 = 1709.24 \div 12 = 142.44)$
EE + Child(ren)	\$1358.48	Balance of Premium less Employee Contribution	\$62.70 per week (or) \$271.70 per month $(62.70 \times 52 = 3260.40 \div 12 = 271.70)$
EE + Spouse	\$1631.11	Balance of Premium less Employee Contribution	\$75.28 per week (or) \$326.21 per month $(75.28 \times 52 = 3914.56 \div 12 = 326.21)$
Family	\$2277.30	Balance of Premium less Employee Contribution	\$105.11 per week (or) \$455.47 per month $(105.11 \times 52 = 5465.72 \div 12 = 455.47)$

Future increases in premium rates to the Company by National IAM Benefit Trust Fund (the "IAM Trust Fund") will be shared on an 80% (Company) 20% (Employee) cost sharing basis

The Company shall make Dental Insurance coverage (Dental Plan D002), Vision coverage (Vision Enhanced Plan) and Short-Term Disability (STD Option S600) available under the IAM Trust Fund available to bargaining unit employees with employees paying 100% of all premium costs.

The Company may, during the term of this agreement, seek to provide insurance coverage through participation in a program other than the IAM. Any such change in insurance coverage shall occur only with prior notice to the Union and only by agreement by both parties.

Section 21.2 Health Insurance Coverage If an employee's spouse is eligible for medical insurance through his/her employer, he/she must carry it on themselves. Employees must provide proof that the child(-ren) they seek to add to their plan are, in fact, their children by providing a birth certificate, court order, or other competent evidence proving parentage.

Section 21.3 Life Insurance The Company will maintain and pay 100% of the premium cost for the existing \$25,000 Term Life Insurance coverage for all bargaining unit employees.

Section 21.4 The Company intends to withdraw from the IAM National Pension Fund/Plan in accordance with the five (5) year "free look" period as described in the previous collective bargaining agreements for the Drivers and the Mechanics. The Company will provide the necessary notice of that withdrawal to the Union and to the IAM National Pension/Fund Plan in accordance with said previous agreements.

Section 21.5 401(K) Plan Effective upon Ratification the Company will contribute \$0.70 per hour up to a maximum of 40 hours per week per employee.

On May 1, 2022 the Company will increase the 401K contribution to \$0.75 per hour up to a maximum of 40 hours per week per employee.

Current employees will be required to sign up for the 401K Plan and new hires will be automatically enrolled.

A. The Company shall contribute to the Company's 401K Plan based on a forty (40) hour work week while an employee is on paid time off due to vacations, holidays, jury duty, bereavement leave, or for unpaid Reserve Training Time (not to exceed 80 hours in total) but not for lost time when the employee is not working for the Company (except to the extent applicable law requires contributions for such periods)

B. Contributions to the for an employee, part- time or full-time, are payable commencing sixty (60) calendar days after the first day of employment.

- C. An employee will be proportionately vested in the portion of his or her account under such 401(k) plan that is attributable to the nonelective contributions made for him or her if and only if he or she is credited with 3 years - 60%; 4 years - 80%; or 5 years - 100% of vesting service under such 401(k) plan or if he or she dies while still employed by the Company, and he or she will not be vested at all in such account portion unless he or she meets such criteria.
- D. Current employees, as of the date of ratification, will be vested in the Plan in accordance with their company continuous service with the Company.
- E. All other rules that are needed by such 401(k) plan to administer the portion of an employee's account under such 401(k) plan that is attributable to the nonelective contributions made for him or her, including rules for the investment, withdrawal and distribution of such account portion, shall be determined by the Company in its discretion, provided that such rules shall be in accord with ERISA and any other applicable law that applies to such 401(k) plan.

Section 21.6 :Insurance cost set off: When an employee terminates his employment with the Company, the Company reserves the right to apply that portion of the employee's banked vacation time and/or the employee's last paycheck to reimburse the company, on a pro rata basis, for the total monthly premium paid on behalf of the employee. The employee will still maintain health insurance for that time period.

ARTICLE 22

LEAVE OF ABSENCE - MEDICAL

Section 22.1 Any employee who has worked for the Company for at least twelve (12) months and is unable to work and requires a leave of absence without pay as a result of injury or illness, whether job related or not, shall promptly notify the Company of his intent to take a medical leave of absence. Such notification shall be in writing.

Section 22.2 The employee shall be required to furnish medical verification when the request for leave is made, establishing the employee's inability to work the anticipated duration of the incapacity and the nature of the illness or injury. The Company, at reasonable intervals, may require that the employee provide verification by the employee's physician of the continuation of such incapacity.

Section 22.3 During the period of the medical leave of absence from work, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in immediate discharge and complete loss of seniority rights for the employee involved.

Section 22.4 An employee whose medical leave, or whose absence resulting

from injury or illness, exceeds eighteen (18) months shall lose his seniority.

The Company shall have the right to require an employee returning from a leave of absence to provide a medical statement from his or her attending physician that said employee is physically able to return to work.

An employee who has fully complied with the leave of absence rules and requirements shall, upon return to work, be reinstated in his former job without loss of seniority, provided such job is still in existence at the Company. In the event said job is no longer in existence, said employee shall be entitled to all bumping rights provided for under Article 17.

During the leave of absence, the Company may, in its discretion, transfer employees to other jobs to cover any vacancies created by the absence. The Company may, in its discretion, hire new employees as temporary replacements during such absence.

ARTICLE 23

MISCELLANEOUS

Section 23.1 The Company shall provide a bulletin board in a mutually satisfactory place for official Union notices of Union meetings, Union recreational and social affairs, Union elections and results of such elections, and Union appointments. All other notices and/or literature shall be submitted to the Company for approval prior to posting.

Section 23.2 The Company agrees to make payroll deductions authorized by the employees who elect to participate therein. The Company shall make direct deposit of fixed dollar amounts to such banks or credit unions as selected by the employee and confirmed to the company.

Section 23.3 Bereavement An employee shall be entitled to three (3) paid days of bereavement leave of absence in the event of the death of a spouse, parent, brothers, sisters, child, or step-child; two (2) paid days of bereavement leave of absence in the event of the death of the employee's grandparent step-parent, step-sibling; one (1) paid day of bereavement leave for the death of the employee's extended family including mother-in-law, father-in-law, siblings in-law, aunts, uncles and cousins. Employees shall be entitled to one (1) unpaid day of bereavement leave for the death of a friend. Pay shall be eight hours of straight time, per day, at the employee's regular hourly rate. Where bereavement leave falls on a "float" day(s) for which the employee is not scheduled to work, the Employee will not receive paid bereavement leave. Bereavement pay is only available to those employees who have completed their probationary period.

Nothing in this Section shall prevent an employee from requesting additional unpaid bereavement leave for the death of a spouse, parent, child, or

grandparent.

Section 23.4 Employees may, by mutual agreement of the parties, be released from work without pay to attend Union education seminars, Membership Meeting (Stewards Only) or conferences.

ARTICLE 24

WAGES

Section 24.1 Drivers Wages The regular straight time wages established by this Agreement for each job classification are set forth as follows:

<i>Job Category</i>	<i>Duration</i>	<i>Hourly Wage (Full Time)</i>	<i>Upon Ratification</i>	<i>2020 (increase per hour)</i>	<i>2021 (increase per hour)</i>	<i>2022 (increase per hour)</i>	<i>2023 (increase per hour)</i>
Truck Driver	Entry	16.75	17.25	\$0.30	\$0.30	\$0.30	\$0.35
	After 90 Days	17.25	17.75	\$0.30	\$0.30	\$0.30	\$0.35
	After 6 Months	17.50	18.00	\$0.30	\$0.30	\$0.30	\$0.35
	After 1 Year	17.75	18.25	\$0.30	\$0.30	\$0.30	\$0.35
	After 1.5 Years	18.00	18.50	\$0.30	\$0.30	\$0.30	\$0.35
	After 2 Years	18.25	18.75	\$0.30	\$0.30	\$0.30	\$0.35
	After 2.5 Years	18.50	19.00	\$0.30	\$0.30	\$0.30	\$0.35
	After 3 Years	18.75	19.25	\$0.30	\$0.30	\$0.30	\$0.35
Rover		16.50	17.00	\$0.30	\$0.30	\$0.30	\$0.35
Multi-Truck Driver	Add 50¢ to the above rates						
Dump Truck Driver	Add 50¢ to the above rates						

Section 24.1 Wages - Mechanics

A. The regular straight time wages established by this Agreement for each job classification are set forth as follows:

Job/Classification	Current Wage Rate		Upon 2019 ratification	Eff. 2020	Eff. 2021	Eff. 2022	Eff. 2023
<u>Mechanic Helper</u>	12.50		13.00	0.30	\$.25	0.30	\$.25
<u>Mechanic 1</u>							
Apprentice	14.50		15.00	0.30	\$.25	0.30	\$.25
Journeyman 1			17.00	0.30	0.25	0.30	0.25
Journeyman 2			18.25	0.30	0.25	0.30	0.25
<u>Mechanic 2</u>							
Journeyman 1			18.75	0.30	0.25	0.30	0.25
Journeyman 2			19.25	0.30	0.25	0.30	0.25
Master Mechanic			20.00	0.30	0.25	0.30	0.25

Employees may opt to have their payroll and statements provided to them electronically.

- Red Circle Rates-Under no circumstances will employee's wages be reduced from their current amount. Any employee currently being paid more than the Upon Ratification Wage shall maintain that amount until they are due more than their current amount by the contract. At that time their wages will increase according to the applicable contractual wage increase.

Section 24.2 Part-time workers shall make \$15.00 per hour for the life of this agreement.

Section 24.3 During new hire training, employees shall be paid \$10.00 per hour, shall not participate in either Bonus described below, and shall not participate in Holiday Pay.

Section 24.4 Safety and Attendance Bonus

At the beginning of each Calendar month, each employee shall be entitled to a \$200.00 Safety and Attendance Bonus ("S&A Bonus"). Should individual employees meet the "Bonus Criteria" below, each employee will receive the entire \$200.00 S&A Bonus within seven (7) days after the payday for the last week of that calendar month and only if the Employee submits his attendance documents within the last week of the calendar month in which the Bonus was earned.. Employees shall receive deductions for their failure to meet the below Bonus Criteria, based on severity and/or repetition.

<u>BONUS CRITERIA - DRIVERS</u>	<u>DEDUCTION</u>
<u>SAFETY CRITERIA</u>	
1. <i>No accidents or incidents involving the employee's tractor or trailer or other Company equipment that results in damage</i>	
Minor Incident (Involving less than \$200.00 damage, including parts and labor)	\$50.00 1st incident; \$150.00 add'l incident
Major Incident (Involving more than \$200.00 damage, including parts and labor)	\$200.00
2. <i>No safety violations reported by AK Steel</i>	

Safety violation resulting in written report to Company	\$100.00 per violation
Safety violation resulting in employee being barred or ejected from AK facilities for any amount of time	\$200.00
3. No management or rover observations resulting in Observation Report or other write-up for safety violation	
Written/Verbal Warning Reports	\$50.00 per violation; \$100 for second violation for same issue during the month
Written Reports of a Serious Nature Resulting in discipline rendered pursuant to Article 23 of this Agreement	\$200.00
<u>ATTENDANCE CRITERIA</u>	
1. No "minor" occurrences of unexcused tardiness (less than 15 minutes late reporting for work)	\$50 per minor tardiness
2. No "major" occurrences of unexcused tardiness (15 minutes to 45 minutes late)	\$100 per major tardiness
3. No unexcused absences (more than 45 minutes late to no-call/no-show)	\$200
<u>PAPERWORK & COMMUNICATION WITH COMPANY</u>	
1. Timely submittal and Reasonably Accurate paperwork, including Time and Depot Tickets, Log Sheet(s), and Bill(s) of Lading	\$50 for submittal of paperwork more than 24 hours late
2. Status communication with Truck Master every 45 minutes or as otherwise instructed	\$50 for each failure to check in with Truck Master as Required

<u>BONUS CRITERIA - MECHANICS</u>	<u>DEDUCTION</u>
<u>QUALITY OF WORKMANSHIP</u>	
1. No instances of work that falls below expected levels of quality of workmanship	
Minor instance of poor workmanship	\$50.00 1 st incident \$150.00 add'l incident

Major instance of poor workmanship that risks damage to vehicles, equipment or safety.	\$200.00
<u>SAFETY CRITERIA</u>	
<i>4. No accidents or incidents involving Company equipment that results in damage</i>	
Minor Incident (Involving less than \$200.00 damage, including parts and labor)	\$50.00 1st incident; \$150.00 add'l incident
Major Incident (Involving more than \$200.00 damage, including parts and labor)	\$200.00
<i>5. No safety violations reported by AK Steel</i>	
Safety violation resulting in written report to Company	\$100.00 per violation
Safety violation resulting in employee being barred or ejected from AK facilities for any amount of time	\$200.00
<i>6. No management or rover observations resulting in Observation Report or other write-up for safety violation</i>	
Written/Verbal Warning Reports	\$50.00 per violation; \$100 for second violation for same issue during the month
Written Reports of a Serious Nature Resulting in discipline rendered pursuant to Article 23 of this Agreement	\$200.00
<u>ATTENDANCE CRITERIA</u>	
<i>4. No "minor" occurrences of unexcused tardiness (less than 15 minutes late reporting for work)</i>	\$50 per minor tardiness
<i>5. No "major" occurrences of unexcused tardiness (15 minutes to 45 minutes late)</i>	\$100 per major tardiness
<i>6. No unexcused absences (more than 45 minutes late to no-call/no-show)</i>	\$200
<u>ACCURATE AND TIMELY RECORD KEEPING</u>	
<i>1. No instances of Paperwork and Record Keeping that falls below expected levels of Quality, Accuracy and Timeliness</i>	

Minor instance of inaccurate or incomplete Record Keeping or failure to timely submit	\$50.00 1 st incident
	\$150.00 add'l incident
Major instance of inaccurate or incomplete Record Keeping or failure to timely submit.	\$200.00

Section 24.5. Tonnage Bonus

A. During each 24 hour period (6:00 AM to 5:59 AM) measured total steel coil tonnage that is hauled interplant at AK Steel shall be divided by the total Truck Driver man hours worked hauling steel interplant, including slabs, during that same 24 hour period. Tons Per Man Hour that exceed 48.8 shall increase the hourly pay for all Truck Drivers who worked hauling steel interplant during that 24 hour period in accordance with the following Chart:

<i>Tons Per Man Hour</i>	<i>Incentive</i>
48.8	0.10
49.8	0.15
50.8	0.20
51.7	0.25
52.7	0.30
53.6	0.35
54.6	0.40
55.6	0.45
56.5	0.50
57.5	0.55
58.4	0.60
59.4	0.65
60.3	0.70

61.3	0.75
62.3	0.80
63.2	0.85
64.2	0.90
65.1	0.95
66.1	1.00
67.0	1.05
68.0	1.10
69.0	1.15
69.9	1.20
70.9	1.25
71.8	1.30

Example No. 1:

If 26 Truck Drivers each worked 12 hours during their respective shifts during the 24 hour period and collectively hauled 19,776.77 Measured Tons of Steel their Tons Per Man Hour would equal 63.38.

26 Truck Drivers x 12 hours = 312 Man Hours. 19,776.77 Tons ÷ 312 = 63.38 Tons/Man Hour.

Since Tons per Man Hour exceeded 63 each Truck Driver during that 24 period would have their regular hourly rate increased by \$.85 for their 12 hour shift.

Example No. 2:

If 21 Truck Drivers each worked 12 hours during their respective shifts during the 24 hour period and collectively hauled 15,764.54 Measured Tons of Steel their Tons Per Man Hour would equal 62.55.

21 Truck Drivers x 12 hours = 252 Man Hours. 15,764.54 Tons ÷ 252 = 62.55 Tons/Man Hour.

Since Tons per Man Hour exceeded 62 each Truck Driver during that 24 period would

have their regular hourly rate increased by \$.80 for their 12 hour shift.

Example No. 3:

If 23 Truck Drivers each worked 12 hours during their respective shifts during the 24 hour period and collectively hauled 19,723.51 Measured Tons of Steel, their Tons Per Man Hour would equal 62.55.

23 Truck Drivers x 12 hours = 276 Man Hours. 19,723.51 Tons ÷ 276 = 71.46 Tons/Man Hour.

Since Tons per Man Hour exceeded 70.9 each Truck Driver during that 24 period would have their regular hourly rate increased by \$1.25 for their 12 hour shift.

ARTICLE 25
GRIEVANCE AND ARBITRATION
PROCEDURE

Section 25.1 Should differences arise between the Union and the Company or between the employees covered herein and the Company as to the interpretation and/or application of any clause of this Agreement or any supplementary agreements that may hereafter be made, it is the intent of the parties that such grievances be resolved as quickly as possible and without the necessity of the written grievance procedure.

To facilitate this prompt resolution the Union Stewards and/or a Union Representative shall be entitled to investigate grievances as they arise, provided, however that notice shall always be given to the Union Steward's supervisor prior to any such investigation by the Union Steward and provided further that without specific permission from said supervisor no investigation by the Union Stewards shall exceed fifteen (15) minutes. Under no circumstances shall such investigation(s) be of such frequency or duration as to interfere with the working capacity or productivity of the Union Stewards.

Verbal discussions shall take place between the employee or employees and the supervisor, with the Union Steward present before the employee or employees files a written grievance. A union representative shall be present whenever disciplinary investigations are conducted or disciplinary matters are discussed with an employee. However, when verbal discussions fail to reach satisfactory agreement between the parties within fifteen (15) working days after the occurrence of the event giving rise to the grievance or within fifteen (15) working days after the events giving rise to the grievance became evident the following written grievance procedure shall be instituted:

STEP
1

The grievance shall be reduced to a written form, signed by the Union or affected employee (1 employee in the event of a group grievance) filing the grievance, and duplicate copies delivered to the Union Steward, the Union Office, and a designated company representative. A Step 1 meeting will be conducted within seven (7) working days of the filing. The Union Steward and the grievant shall be present at the Step 1 meeting. The Company's written Step 1 answer will be delivered to the Union Office within three (3) working days following the Step 1 meeting.

STEP
2

If no satisfactory adjustment is agreed upon between the Union Steward and the Company, the matter shall be referred to the Corporate Director, Regulatory and Legal Affairs, and the Union President or his designee at the Union Office, within ten (10) working days after receipt of the Company's written Step 1 answer by the Union. The parties will conduct a Step 2 meeting and attempt to resolve the issue(s) within fifteen (15) working days of the referral to Step 2. The Company's written Step 2 answer will be delivered to the Union Office within fifteen (15) working days of the Step 2 meeting. The Company's written Step 2 answer will include copies of all documentation relied upon by the Company in rendering its answer.

STEP
3

In the event that the grievance is not satisfactorily resolved by the foregoing procedure, the grievance shall be submitted to arbitration at the request of either the Union or the Company, provided that such demand is made in writing by the party desiring to submit such grievance to arbitration to the other party within ten (10) working days after receipt by the Union of the Company's written Step 2 answer.

The parties shall jointly apply to the Federal Mediation and Conciliation Service for a panel(s) of seven (7) arbitrators, from which the parties shall select an arbitrator by agreement or alternate strike method. The arbitrator's award shall be final and binding upon the parties, but the arbitrator shall have no power or authority to add to, amend, subtract from, or modify the terms of this Agreement.

Each party shall bear the expenses of preparing and presenting its own case and each party shall pay one-half (1/2) of the expense of the arbitrator and other incidental expenses mutually agreed upon in advance by the parties.

A mutually agreed upon grievance form will be developed by the parties.

ACCELERATED GRIEVANCE FOR DISCHARGE

Section 25.2 In the event an employee is discharged and alleges that the discharge is not for just cause and/or upon due consideration, he shall file a written grievance under

Step 1. Once the grievance is filed, the parties agree that arbitration will take place within 90 days of the Company's written Step 1 answer. All remaining provisions of this Article will apply.

Section 25.3 Discipline Employees shall be entitled to a pre-disciplinary hearing prior to suspension or termination and shall have the right to be accompanied by a Union representative at such hearing. The Company has the right to immediately suspend an employee for serious offenses or rules violation, subject, however to the requirement that such pre-disciplinary hearing be promptly scheduled.

Section 25.4 It is understood and agreed that if the Company is directed by AK Steel to bar or ban an employee from an AK Plant or Facility on a temporary or permanent basis, the suspension and/or termination of employment of said employee shall be deemed an appropriate exercise of the Company's management rights and will not be

subject to grievance or arbitration. The Company will provide the Union Office a written copy of the bar or ban directive from AK Steel.

The Company will consider a barred employee's application for a job at other Bowling Transportation jobs should that employee be banned from AK Steel, except if the offense is of an egregious nature.

ARTICLE 26 **NO STRIKE OR LOCKOUT**

Section 26.1 It is the desire and intent of the parties that uninterrupted production be secured and maintained during the term of this Agreement. Accordingly, the Company agrees that there shall be no lockouts, and the Union agrees that it will not cause, permit, or authorize its members to strike, sit-down, slowdown, or engage in any work stoppage, sympathy strike, or limitation on production.

Section 26.2 The Company shall have the right to immediately discharge any employee participating in activity described in Section 26.1.

ARTICLE 27
SAVINGS AND SEPARABILITY – WAIVER OF BARGAINING

Section 27.1 If any article or section of this Contract or any riders thereto should be held invalid by operation of law or by any Court of competent jurisdiction, the remainder of this Contract and any rider thereto shall not be affected thereby.

Section 27.2 Any such articles or sections held to be invalid by operation of law or by any court of competent jurisdiction and which by their absence shall materially affect the operations of the Company or rights of its bargaining unit employees, shall be open for renegotiation between the parties hereto for the purpose of reconciling the conflict.

Section 27.3 Waiver of Bargaining The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties agree that for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. With respect to any subject or matter not referred to or covered in this Agreement, the provisions of applicable law shall apply.

Article TA

Company

JB
7-8-19

Union

NBD

7-1-19

ARTICLE 28
DURATION

This Agreement shall become effective on the 1st day of May, 2019 and shall remain in effect through April 30th, 2024 and thereafter shall automatically renew for periods of one (1) year unless at least sixty (60) days prior to the aforementioned expiration date or at least sixty (60) days prior to the expiration date of any subsequent year thereafter, one of the parties gives written notice to the other party of a desire to terminate the Agreement and negotiate a new agreement.

IN WITNESS WHEREOF, the parties hereunto have set their hands this 17 day of July, 2019.

INTERNATIONAL ASSOCIATION
OF MACHINISTS AND AEROSPACE
WORKERS, AFL-CIO- LOCAL LODGE
1943

By:

Neil B. Douglas

Neil Douglas
President
Directing Business Rep.
IAM Local Lodge 1943

BOWLING TRANSPORTATION INC

By:

Jeffrey Beck

Jeff Beck
Corp Director: Safety, Regulatory and
Legal Affairs
Bowling Transportation Inc.

OPERATION'S SENIORITY SECTION

DRIVERS

Door 692-EGL (Multi Truck)

Door 663-Aluminized (Multi Truck)

Door 658-94 Annealing (Multi Truck)

Door 179-North Distribution (Multi Truck)

Door 603-Slab Yard (Multi Truck)

Door 645-4 & 5 Pickler (Multi Truck)

Cold Mill-Group Assignments 5 Position

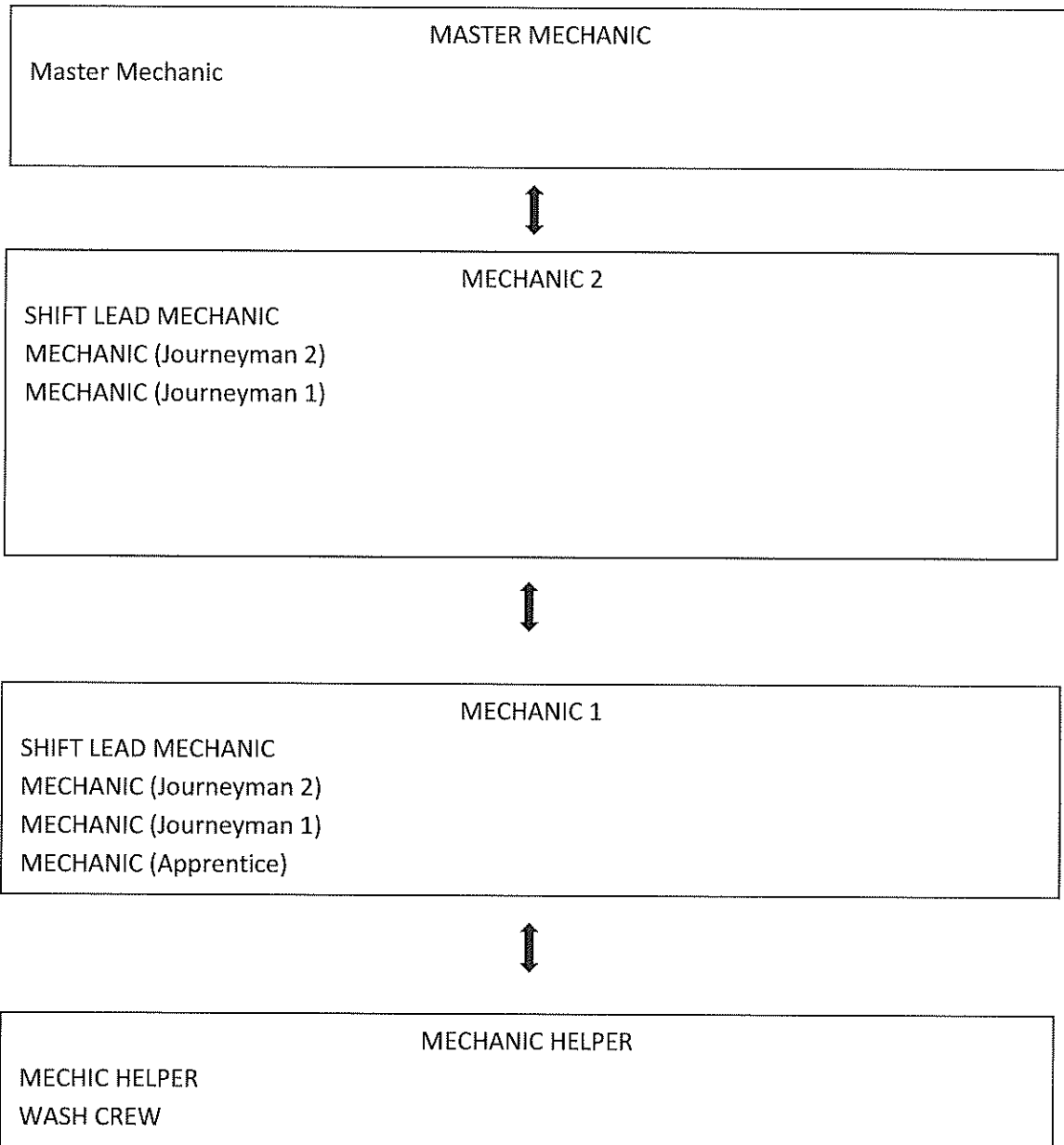
Shipping-Group Assignment 5 Positions

Filter Press

ROVERS

Rover

MECHANIC'S SENIORITY SECTION



MEMORANDUM OF UNDERSTANDING

For current employees hired on or before ratification, the Company will pay each non-probationary employee \$500.00 signing bonus within 15 days of ratification. When a probationary employee attains non- probationary status that employee will be paid the \$500.00 signing bonus as long as they were employed with the Company on or before ratification.