

# Colors, Inc/United Steel Workers Local 1999

## 2006 – 2009 Contract

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# AGREEMENT

This agreement is made and entered into by Colors, Inc., with respect to its plant located in the Indianapolis, IN area (hereinafter referred to as the “Company”) and the **United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union** (hereinafter referred to as “Union”) on behalf of itself and Local Union No. 1999.

## ARTICLE I

### INTENT AND PURPOSE

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve industrial and economic relationships between the Company and the Union and to set forth herein the agreement covering rates of pay, hours of work, and conditions of employment to be observed between such parties.

#### *Section 2. No Strike/No Lockout*

**A. No Strike.** During the term of this Agreement, the Union, its members, and employees within the bargaining unit represented by the Union, individually and collectively, will not advocate, encourage, condone, or take part in any strike, sympathy strike, walkout, stay-in, slowdown, concerted refusal to work, or other curtailment or restricting of or interference with the Company’s operations or business or on or about the Company’s premises or equipment or at customer locations.

**B. No Lockout.** The Company and its representatives agree not to engage in a lockout during the term of this Agreement. The term “lockout” does not include layoffs and/or the permanent or temporary closure of operations for economic reasons.

## ARTICLE II

### RECOGNITION

*Section 1. Recognition and Bargaining Unit.* The Company recognizes the United Steelworkers of America as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and/or other conditions of employment of an appropriate bargaining unit composed of all its production and maintenance employees, including truck drivers, colors inspectors and laboratory employees and group leaders, at its Indianapolis, IN, plant, but excluding all office clerical employees, foremen, professional employees, and all guards and supervisors as defined in the National Labor Relations Act.

**Section 2. Definition of Employee or Employees.** The term employee or employees as used in this Agreement shall mean those persons within the bargaining unit for which the Union has been recognized as the exclusive bargaining agent.

## ARTICLE III

### UNION SECURITY

**Section 1. Union Shop** Each employee shall as a condition of employment beginning on the thirtieth (30th) working day following the beginning of such employment, or the effective date of this Agreement, whichever is later, acquire and maintain membership in the Union to the extent of paying dues and initiation fees. Each new hire shall have a period of 90 **calendar** days for a probationary period to establish all other employee rights, i.e. vacation, holidays, (excluding insurance).

**Section 2. Check-Off** (a) During the term of this Agreement, the Company will check off monthly dues and initiation fees, as designated by the International Treasurer of the Union on the basis of and for the term of individually signed voluntary check-off authorization cards submitted to the Company. The method of payment of union dues will remain the same as past practices for the term of this Agreement.

(b) The Company agrees to make monthly payroll deductions for the duration of this Agreement, for Union deductions for the duration of this Agreement, for Union Dues, Assessments, and Initiation Fees as designated by the Treasurer of the United Steelworkers upon presentation to the Company of a written authorization signed by the employee. Authorization cards for union membership will be provided by the Company and completed by new hires at hire date.

Though the Company will make a good-faith effort to avoid errors in making computations hereunder, it shall not be liable to any employee or to the Union for any such error: nor shall any employee be required to pay any sum in addition to the amount computed, deducted and remitted by the Company to the Union for any month's dues in order to be in compliance with the requirements of this Article III. Any question as to the accuracy of the Company's computations of union dues shall be called promptly to the Company's attention so that it may correct the same for the future; and in the event any difference arises between a member and the Union as to the amount of the member's dues, the Company shall be privileged to reply completely upon the Union's determination. No aspect of the Company's computation of Union dues or deduction or remittance thereof, may under any circumstances be the subject of any grievance, arbitration or other proceeding against the Company; and the Union shall hold the Company harmless against the same.

(c) Initiation fees and dues and service charges shall be remitted by the Company to the International Secretary-Treasurer of the United Steelworkers of America, P.O. Box 98517, Chicago, IL 60693.

**Section 3. PAC Check-off Clause** The Company agrees that it will check-off and transmit to the Secretary/Treasurer of the United Steelworkers of America Political Action Fund (USWA PAC) voluntary contributions to the USWA PAC from earnings contributions on forms

provided for that purpose by the USWA the transmittal of such voluntary contributions shall be as specified in such forms and in conformance with any applicable state or federal statute.

The signing of such USWA PAC check-off and the making of such voluntary annual contributions are not conditions of membership in the Union or of employment with the Company.

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

## ARTICLE IV

### MANAGEMENT

**Section 1. Right to Manage** The management of the plant and the direction of the working forces, including the right to plan, direct and control operations, hire, suspend or discharge for proper cause, transfer or relieve employees from their duties because of lack of work, or for other reasons, the right to study or introduce new or improved production methods or facilities and the right to establish and maintain reasonable rules and regulations covering the operations of the plants are vested exclusively in the Company. This article, however, shall not be used for the purpose of discriminating against an employee; moreover, this Article shall not be applied so as to conflict with any of the provisions of this Agreement.

## ARTICLE V

### HOURS OF WORK AND OVERTIME

**Section 1. No Guarantee** This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours per day or week, or days of work per week.

**Section 2. Normal work Day and Week** Eight (8) hours shall constitute a normal workday, and forty (40) hours shall constitute a normal work week.

**Section 3. Day Defined** "Day" as that word is used herein, shall mean a twenty-four (24) hour period commencing at 12:01 a.m. of each calendar day. Also, any day referred to in contract in regards to establishing employee rights is a calendar day.

**Section 4. Scheduling of Work** All employees shall normally be scheduled for work Monday through Friday, exclusive, except during a week in which a holiday is observed. However, for payroll purposes, the work week shall continue to be from 12:01 a.m. on **Monday** through 12:00 p.m. on the following **Sunday**.

**Section 5. Overtime Pay** Whenever an employee is required to work more than eight (8) continuous hours, such employee shall receive compensation for all such hours after the first eight (8) at one and one half (1-1/2) times his regular rate of pay.

Employees who are required to perform work on Saturday shall be compensated at the rate of one and one half (1-1/2) times the regular rate of pay at which they are employed.

Employees who are required to perform work on Sunday shall be compensated at the rate of twice the regular rate at which they are employed.

**Section 6. No Pyramiding or Duplication** There shall be no pyramiding of overtime or other premium pay under any of the provisions of this Agreement, i.e. an employee shall not be paid premium pay twice for the same hour work.

**Section 7. Report-In Pay** An employee who reports for work at the employee's regular time and has not been notified by the Company not to so report shall receive not less than four (4) consecutive hours of work or shall be paid therefore not less than four (4) hours pay except in cases of major power failure, fire, **acts of God** or other such emergencies.

**Section 8. Starting Times** The present starting times or work shifts shall continue indefinitely. If it shall become necessary to change such starting times, the Company and the Union will meet to discuss and agree upon new starting times that will be mutually beneficial and satisfactory to the parties.

The Union and the Company agree that employees shall be allowed to ring in on the time clock thirty (30) minutes prior to the start of their shift and have thirty (30) minutes to ring out at the end of their shift. Any employee required to start work prior to their normal starting time, must verify within that pay week that their extra time worked is noted on the time card by the foreman authorizing the overtime.

**Section 9. Overtime Distribution** (a) Overtime work shall first be offered to employees qualified to perform the work required, in order of shift-wide seniority. If sufficient employees are not obtained on a voluntary basis to perform the overtime work, qualified employees may be required to accept the overtime assignment, in reverse order of seniority.

(b) Overtime arising on or at the conclusion of a particular shift shall be offered to employees on that shift; i.e., each shift shall be considered separate and independent of the other shifts for overtime purposes. Further, in the case of holdover overtime, the Company shall have the right to hold over an employee for up to four (4) hours. This overtime shall be first offered to the employee running the job and he/she has the right to remain on the job if qualified. If he/she turns down the overtime, then the senior qualified employee on the shift will be offered the overtime.

(c) An employee's right to be offered overtime is dependent on that employee being present on the premises and clocked in when overtime assignments are being arranged, excluding Saturdays and Sundays; the Company is not obligated to telephone or to attempt to contact absent employees in order to arrange overtime assignments. The Company shall have the right to assign an employee whose presence is required during overtime hours because of a particular skill to any other additional work, which the employee can perform.

**Section 10. Rest Periods** It is agreed that past practices of providing rest periods, lunch periods and other normal and reasonable time for hygiene purposes shall continue, including a ten (10) minute break during each half shift for all employees working on packing and lab

personnel **and employees that are scheduled or voluntary to work 10 hours.** It is further agreed that those employees not receiving a ten (10) minute break will be provided with the opportunity to receive a ten (10) minute break if extreme weather conditions exists that may pose a safety risk to employees. An extreme weather condition is a condition that the Company and employees believe is a risk to the personal health of the employees.

Employees shall receive a twenty (20) minute lunch period.

The parties agree that in continuation of past practice of allowing employees use of vending machines, etc., during work hours, it shall be the responsibility of each employee to keep his/her own immediate work area free from bottles, containers and other litter.

**Section 11. Notice of Overtime** It is recognized that the nature of the business sometimes causes a need for overtime work on weekends to arise suddenly. However, in those cases where the Company has decided forty-eight (48) hours or more in advance to schedule overtime on a Saturday or Sunday, it shall post a notice of such overtime forty-eight (48) hours in advance of the commencement of the overtime. Any employees desiring to be excused from working such overtime shall inform his/her supervisor as soon as possible after learning that he/she is scheduled. Likewise, if circumstances develop that cause the Company to cancel such planned overtime scheduled, it shall notify employees of the cancellation as soon as possible. An employee who has been scheduled to work Saturday, Sunday or holiday without at least twenty-four (24) hours advance notice, shall have the right to be excused from such overtime upon so advising his/her supervisor before the scheduled commencement of the overtime, and shall not be subject to any reprimand for doing so.

**Section 12. Excused Absence with Relationship to Overtime.** The Union and Company agrees to continue its past practice on not allowing employees to work overtime if they miss the day before the overtime if the absence is unexcused. However, if the employee has an excused absence the day prior to overtime and he/she lets his/her foreman know that he/she will be available for the overtime, he/she will be allowed to work the overtime.

## ARTICLE VI

### WAGES

**Section 1. Job Description** Job descriptions and job Classifications have been agreed upon by the parties. The starting rates, progression periods and top rate for each of such Classifications during each year of this Agreement are set forth in Schedule A. attached; and all employees on the payroll on the effective date of this Agreement, have not attained the top rate of their Classification shall continue in existing progression and shall receive progression increases in accordance with the progression schedule for their Classification until they have attained the top rate for their Classification.

**Section 2. Upgrading** In recognition that technological changes and future customer requirements may affect job duties and requirements, the Company may at any time move any job to a higher paid Classification or create new jobs and establish the Classification therefore,

consistent with the established rate structure. Such action shall first be discussed with the Local Union Committee.

***Section 3. Automatic Increase - Posted Jobs***

(a) Prior to advancing automatically or advanced from a posted job, you must meet all the job requirements in your present Class as set out in the job descriptions.

(b) To advance to the next higher Class you will have a review and be tested as to your ability to perform the higher Class job. **An employee that submits a written request to Advance in Class shall receive a written response with a copy being presented to the Unit President within five (5) working days of such request.** A Union Official must be present at the testing. The written test, agreed upon by Union and Company, must be a standardized test per job description.

(c) There will be a trial period of up to ninety (90) days for each advancement. Time limits may be extended by mutual agreement of Union and Company. This does not restrict advancement within the ninety (90) days if a job opening occurs and the employee is qualified.

(d) Failure to meet the qualifications in the job description or not having the ability to perform the job in any Class promotion, either as automatic or posted will result in the person not being moved to the next Class.

(e) Anyone failing to advance in the automatic may have the right to a new review and testing in increments of thirty (30) working days.

(f) The senior most qualified person signing the posted job will be given the job if they are physically capable to perform the job.

(g) Anyone wanting to advance in Class may turn in a written request to a union representative and a Company official to protect themselves if they are on vacation or ill.

## **ARTICLE VII**

### **VACATIONS**

***Section 1. Vacation Policy*** Employees with at least one (1) year (twelve (12) months) of seniority shall be eligible for vacations and vacation pay on the anniversary date of their employment (last hire-in date) in accordance with the schedule set forth in Section 2 and other provisions of this Article.

**Section 2. Vacation Schedule** Vacation allowable shall, be based on the following schedule:

**Up to 3 YEARS SENIORITY** — one (1) week (40 hrs.)  
Must have worked 1,500 hrs. within anniversary year to be eligible.

**3-6 YEARS SENIORITY** — two (2) weeks (80 hrs.)  
Must have worked 1,300 hrs. within anniversary year to be eligible.

**6-15 YEARS SENIORITY** — three (3) weeks (120 hrs.)  
Must have worked 1,200 hrs. within anniversary year to be eligible.

**15 OR MORE YEARS SENIORITY** — four (4) weeks (160 hrs)  
Must have worked 1,200 hrs. within anniversary year to be eligible.

**Section 3. Computation of Pay** In case an employee has lost time from a regular work week during the twelve month period because of injury covered by Worker's Compensation all "straight time hours" lost shall be counted as hours worked for the purpose of computing vacation pay.

**Section 4. Taking Vacations** Employees shall have the right to indicate at what time they desire to take their vacations and the Company shall make every reasonable effort to comply with such request. However, the final right to allotment of time for taking vacations is reserved by the Company in order to insure the orderly operation of production schedules. Vacations shall not be cumulative from year to year but shall be taken within a year after the employee's right to a vacation has accrued.

(a) Any employee with more than eight (8) years seniority and entitled to three (3) weeks or more vacation; may receive the pay. If an employee chooses to work one (1) week of his/her vacation, they will receive their pay for that week at that time (the week they choose to work). The request to work a weeks vacation, must be received at the time all vacations are scheduled (see next paragraph). Once an employee has requested to work, he/she is locked into this decision.

(b) If overtime (Sat. and /or Sun.) arises prior to an employees scheduled vacation, and if, the employee requests 48 hours prior to scheduled vacation as to their desires to work or not the Company will make every effort possible to grant the employees request. Overtime arising at the end of the employee's vacation must be taken as vacation without consideration for overtime assignments.

(c) In the preceding year, all employees will turn in their vacation requests in writing, first and second choice, between November 1 and November 30 and April 1 and April 30. The Company will post the approved vacation schedule by December 15 and May 15.



In view of the number of weeks vacation that may be available to employees and unforeseen changes in an individual's future plans, any vacation requested after the November 30 deadline and before the April 1 request period, and not conflicting, will be given preference by seniority. The same is true for those requests received after the April 30 deadline and the November 1 request period. Any vacation request received during the April request period that conflicts with scheduled vacations received during the November request period will not be valid and must be resubmitted to a non-conflicting date.

The Company will grant vacations, in case of conflict, by seniority with consideration given to maintaining a balanced operation. If an employee fails to make a request by the deadlines (November 30 and April 30), the employee is not eligible to bump another employee that scheduled his/her request by the deadlines. However, this does not forfeit the employee's vacation rights. The Company will need two-week notice for requests outside the November and April scheduling periods. Any request to change a scheduled vacation must be received in writing.

(d) Employees entitled to more than one week's vacation may arrange to split their vacations, in periods of at least one week at a time, upon making advance arrangements as above provided. In such cases, the proper proportionate part of vacation pay shall be paid immediately prior to each part of the split vacation. Request in advance for additional vacation without pay, so as to give employees time off at the same time as the vacation of a working spouse, will be granted when work load and vacation schedules of other employees reasonably permit the Company to grant such requests.

**Section 5. Vacation Severance Pay** Vacation pay shall be payable immediately prior to the time the employee takes his/her vacation. However, any employee who, having fulfilled the eligibility requirements for vacation pay, leaves the employment of the Company without having taken his/her vacation or received his/her vacation pay for the vacation year for which he/she qualified, shall receive the vacation pay at termination.

## ARTICLE VIII

### HOLIDAYS

**Section 1 Holidays and Eligibility** Eligible employees, other than probationary employees, shall receive holiday pay for the following holidays:

New Years Eve	Thanksgiving Day
New Years Day	Day after Thanksgiving Day
Good Friday (effective 2003)	Christmas Day
Memorial Day	Day before or after Christmas Day
Independence Day	
Labor Day	
	One extra days pay (at regular rate) during Christmas payroll period.

**Christmas Holidays will be observed as follows:**

2006:	Christmas Eve	<b>Friday,</b>	December <b>22,</b> 2006
	Christmas Day	<b>Monday,</b>	December 25, 2006
2007:	Christmas Eve	<b>Monday,</b>	December 24, 2007
	Christmas Day	<b>Tuesday,</b>	December 25, 2007
2008:	Christmas Eve	<b>*Thursday,</b>	December <b>25,</b> 2008
	Christmas Day	<b>Friday,</b>	December <b>26,</b> 2008

**New Years Holidays will be observed as follows:**

2006:	New Years Eve	Monday,	<b>January 1,</b> 2006
	New Years Day	Tuesday,	January <b>2,</b> 2006
2007:	New Years Eve	<b>Monday,</b>	December 31, 2007
	New Years Day	<b>Tuesday,</b>	January 1, 2008
2008:	New Years Eve	<b>Wednesday,</b>	<b>December 31,</b> 2008
	New Years Day	<b>*Thursday,</b>	January 1, 2009

\*Note: In 2008, the 4-12 shift will be scheduled to work the 8-4 shift on Wednesday, December **24**.

To be eligible for holiday pay: (1) The employee must have worked his/her last scheduled work day before the holiday and his/her first scheduled work day after the holiday, unless the reason for not doing so is that the employee has been scheduled off by the Company or because of illness or injury supported by a doctor's statement; and (2) the employee shall have worked at least one day during the payroll week or the calendar week in which the holiday is observed. However, an employee who works a holiday shall be eligible for holiday pay without further qualification. Holidays are Not included in the seven (7) absent days.

**Section 2. Computation** Holiday pay is to be calculated by multiplying the hourly rate of pay applicable to the job to which an employee is regularly assigned by eight (8).

**Section 3. Pay for Work on Holiday** Employees who are required to work on one of the previously specified holidays and who otherwise would be entitled to receive holiday pay shall receive the holiday pay as a premium in addition to two (2) times their regular rate of pay for hours actually worked on such holiday, excluding the employee's birthday.

**Section 4. Holidays Falling during Vacation** If a holiday falls during an employee's paid vacation and such employee performs work within seven (7) days preceding the beginning of such vacation, the employee, if otherwise eligible to receive holiday pay, will receive pay for the holiday occurring during his/her vacation period. The Company will make a decision as to whether an employee may or may not have an additional day preceding or succeeding his/her vacation only if the employee requests his/her desires 48 hours prior to scheduled vacation. If no request is made, the Company reserves the right to require the employee to take an additional day or not.

# ARTICLE IX

## SENIORITY

**Section 1. Statement of Intent** The parties recognize that promotional opportunities and job security in cases of promotions, decreases of the force, layoffs, recalls, shift preference and transfers other than temporary, shall increase in proportion to the employee's seniority, provided the employees involved are relatively equal with respect to ability to do the work required in a satisfactory manner.

**Section 2. Acquiring Seniority** Seniority shall be established on the date that the employee was last hired by the Company and shall be plantwide. Solely for the purpose of establishing a probationary period in which the Company may observe the qualifications of a newly hired employee, a new employee shall be a probationary employee for a period of **ninety (90) calendar** days and grievances may not be presented in connection with the suspension, discharge or layoff of such an employee during such a period if a new employee is laid off or discharged during his/her probationary period and is rehired or recalled within the next succeeding ninety (90) **calendar** days, then the period of employment before such discharge or layoff shall be counted as part of the probationary period.

**Section 3. Transfers Outside the Bargaining Unit** In the event of a transfer of an employee in the bargaining unit to a job outside the bargaining unit, they shall continue to accumulate seniority for a period of 1 year, if the employee does not return to the bargaining unit, such employee's seniority for the purpose of returning to the bargaining unit because of transfer, demotion, or reduction of the force shall become static and such employee shall retain his/her seniority only as it has accumulated to the time of the transfer becoming permanent 1 year after transfer. In cases of employees who return to the bargaining unit, for purposes of computing vacations, insurance, and other rights, such employees shall otherwise continue to accrue seniority without a break. After 1 year employed outside bargaining unit and if not qualified to continue job or due to reduction in work force, the employee loses his/her seniority and may return to bargaining unit only as a new hire.

**Section 4. (a) Layoff-Temporary or Permanent Transfers** Temporary transfers due to a shift in the work load or for other reasons may be made from one job to another or from one Classification to another without regard to seniority. In case of any transfer which would involve a reduction in an employee's rate, whether arising from a reduction in force or a reduction in a particular Classification, or to keep from being laid off, an employee shall be entitled to bump into any Classification provided he/she has greater seniority than another employee working in that Classification and is relatively equal to such junior employee with respect to ability to perform the work required; provided, however, in the event of a layoff, the Company shall not be required to permit an employee to change to a different shift unless the layoff is for more regular days of work than one. In cases of recall, the Company shall not be required to permit an employee who has thus become assigned to other than his/her regular shift to return to such employee's regular shift except at the beginning of a calendar week.

**(b) Training Transfers** Employees shall not be involuntarily transferred from one shift to another for training, retraining or updating previous training for longer than **forty-five (45)** consecutive calendar days. In cases of transfers due to advancement, employees shall not be involuntarily transferred for training purposes for longer than ninety (90) consecutive calendar days.

In the event the Company transfers an employee to another shift to fill-in for an employee receiving training, retraining, updating of skills or due to transfers as a result of advancement, the Company shall transfer the least senior qualified employee. Employees transferred for the purpose of filling-in for other employees shall not be involuntarily transferred for more than thirty (30) consecutive days.

The Company must give the employee(s) involved a seven (7) day notice to any training or fill-in transfers.

**(c)** In the event the Company transfers an employee to another shift to fill-in for another employee for any reason, then the Company shall transfer the least senior qualified employee.

**Section 5. Recall from Layoff** Employees on layoff may, in accordance with Section 1, be recalled for jobs other than their original jobs or in a different Classification, but in any case a laid off or displaced employee shall be obligated to return to his/her former job when it is again open and a layoff or reduction in force shall not be used to obtain a promotion or a permanent transfer.

**Section 6. Promotions, New Jobs, Vacancies** When a promotion is to be made to fill a vacancy in a job Classification other than on a temporary basis as referred to in Section 8, the Company shall post the job for bid showing the job and the shift. The bid shall remain posted for forty-eight (48) working hours, Saturdays, Sundays and holidays excluded. Employees, **other than probationary employees**, desiring the promotion may bid for the job by signing the posting. In awarding the job, all employees in the job Class immediately below the Class of the bid job, as set out in Schedule A, shall be considered ahead of any bidder from any other job Class, it being the intent that employees shall advance one job Class at a time. Subject to that qualification, the bid shall be awarded on the basis of seniority and ability to perform the bid job in a satisfactory manner; and in cases where ability to perform the bid job in a satisfactory manner, and in cases where ability is approximately equal, seniority shall govern. **The results of jobs awarded per this section shall be posted within five (5) working days of the bid being taken down from posting.** In the event there is no bid on a posted job or no qualified bidder, the Company may fill the job as otherwise permitted under this Agreement. Shift changing on the same job shall be done under Section 7 and not under bid procedure. The Company shall provide the Union with a copy of all job postings, the names of employees signing the bid sheet and the name of the successful bidder.

**Section 7. Shift Preference** Employees desiring to move to a different shift in the same job Classification may file a request with the Company for a shift change and such request will be considered and acted upon all in accordance with the provisions of Section 1 of this Article as vacancies occur on the desired shift, provided, however, the Company shall have the right to retain on all shifts a sufficient number of employees with the necessary skills and experience properly to perform the work required on such shift. In determining whether employees shall be assigned to a particular shift, the Company will follow employee's preferences, by seniority, as among those employees having the required experience and skill. However, when the Company has delayed granting a shift change to a senior employee in order to train a junior employee on

another shift, such senior employee shall be granted the change of shift requested when a junior trainee in the job Classification involved has acquired sufficient training so that the Company can move the senior employee to the shift desired without impairing the necessary balance of skill and experience, as between shifts.

**Section 8. Rate Retention** It is agreed that in temporary transfers due to a shift in the work load, reduction in forces or other reasons, an employee's personal rate shall not be subject to change, either up or down, for the first three (3) weeks that he/she is temporarily transferred. Where there is a permanent increase in the work load in a Classification, the Company shall not use successive temporary transfers to avoid the creation of another job in that Classification.

**Section 9. Return to Former Job** An employee who is promoted or transferred to a different job and who does not perform the job satisfactorily, with proper training, shall be returned to his/her former job within ninety (90) days.

**Section 10. Seniority List** The Company agrees to maintain a complete seniority list of all employees, a copy of which will be posted and a copy furnished the Local Union. Such seniority list shall be corrected each sixty (60) days.

**Section 11. Loss of Seniority** Seniority and all employment rights shall be forfeited for the following reasons:

- (a) Quits
- (b) Discharges
- (c) Retirement
- (d) Failure, after notice of recall from layoff, to either return to work or make suitable arrangements with the Company within twenty-four (24) hours (work days) when contacted personally or by phone, or within five (5) days when contacted by registered mail at the employee's last known address.
- (e) Failure to report for work for three (3) consecutive working days without notifying his/her foreman or the plant manager.
- (f) Twenty one (21) months of continuous unemployment due to any reason, if the employee had three (3) years or more of seniority at the beginning of such unemployment; or twelve (12) months of continuous unemployment due to any reason if the employee had three (3) years or less of seniority at the beginning of such employment.

**Section 12. Protective Seniority** The Union shall designate in writing to the Company the names of employees that shall have protective seniority and shall be the last laid off during their terms of office, provided they have the ability to perform the work required. The list shall consist of the Unit President and the three (3) grievance committee persons. **The Union is responsible for providing an updated list to the Company.**

**Section 13. Military Service** The Company shall comply with all provisions of state and federal law, and regulations issued thereunder respecting employees who have served, or may in the future serve, in the military forces of the United States or in a National Guard or Reserve Unit of the Military Forces.

## ARTICLE X

### GRIEVANCE PROCEDURE

**Section 1. Settling of Differences** Should any employee or the Union have any difference with the Company as to the meaning or application of this Agreement or any other differences arising in the plant, an earnest effort shall be made to settle such differences in the following manner:

- Step 1.** Between the aggrieved employee, a grievance committeeperson, and the shift foreman or supervisor. In the event the difference is not settled, then (grievance to be submitted in writing).
- Step 2.** Between the aggrieved employee, the grievance committee, and a designated representative of the Company. In the event the grievance is not settled, then,
- Step 3.** Between representatives of the Company, the grievance committee and representatives of the International Union. The aggrieved employee may also be present.

**Section 2. Time Limits** Should the Company fail to reply in writing within five (5) days exclusive of Saturdays, Sundays and holidays following the third step grievance meeting, the grievance will be considered as settled in accordance with the Union's claim. Should the Union fail to reply in writing to the Company's reply within five (5) days as outlined above, then the grievance will be settled in accordance with the Company's reply.

All grievances arising under the terms of this Agreement shall be presented within **three (3) working days exclusive of Saturdays, Sundays and holidays** after the cause of grievance occurs, except in the case of wage rate or pay grievances which shall be presented within five (5) workdays after the payday involved.

**Section 3. Access to the Plant** In cases where the President of the Local Union, the Chairman or the grievance committee or another designated representative shall, while they are off duty, have need to contact an employee who is at work, such persons may request permission to talk to the designated individual. The Company will, as soon as practical, have that employee relieved from duty and provide the parties with a suitable place where they may conduct their conversation in private. Upon request, the Company will grant permission, as soon as reasonably practical, for an employee to discuss during working hours his grievance procedure with the proper Union or Company official, but such conversation shall be no longer the five (5) to ten (10) minutes of regular working time unless longer time is approved by the foreman in charge.

# ARTICLE XI

## ARBITRATION

If the Union does not accept the Company's answer in the last step of the grievance procedure, and if the determination of the grievance is dependent upon the interpretation of application of the provisions of this Agreement, the Union may within twenty (20) days after delivery of the Company's answer in the last step of the grievance procedure, notify the Company of desire to submit the grievance to arbitration.

Any other grievance shall be submitted to arbitration only by mutual agreement of the Company and the Union made in writing after the grievance has arisen.

In any case which is properly arbitrable, under the provisions of this Article, the parties shall endeavor promptly to select an arbitrator by mutual consent, and that failing, shall mutually request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service, from which the arbitrator shall be selected by alternate striking.

The decision of the arbitrator on any grievance properly submitted to him shall be final and binding on the Company, the Union and all employees involved. However, the arbitrator shall not be empowered to add to, modify or detract from the provisions of this Agreement.

The fees and expenses charged by such arbitrator shall be shared equally between the Company and the Union.

Neither the Union nor the employees shall engage in any strike or slowdown with respect to any matter which is specifically made arbitrable under this Agreement or which the Company and Union voluntarily agree to submit to arbitration.

# ARTICLE XII

## DISCHARGES

**Section 1.** In the event an employee is discharged during the life of this Agreement and believes that he/she has been unjustly dealt with, such discharge shall constitute a case arising under the grievance procedure for adjusting differences, provided the employee notifies the Company, in writing, within forty-eight (48) hours, not counting Saturdays, Sundays, or holidays, of his/her discharge setting forth the claim of unjust treatment.

The forty-eight (48) hours rule applies to those employees discharged directly from the plant property. Employees discharged by letter, telegram or other means and who are off the plant property must notify the Company within five (5) days of their discharge, setting forth the reasons for their claims of unjust treatment.

*Section 2.* Whenever an employee is discharged, he/she will be permitted upon request, to confer with a grievance committee person on the premises as soon as practical. If there is a Union Official or committee person on the premises, he/she shall be notified of the discharge of any employee either before or immediately after the discharge.

## ARTICLE XIII

### INSURANCE

*Section 1. Hospital-Surgical* The Company shall continue, during the life of this Agreement, to make the employee group hospitalization-surgical insurance which was in force immediately prior to this Agreement available to all employees and dependents upon the same basis as existed prior to this Agreement except that the Company shall pay **eighty-five percent (85%)** of the premium cost for the Class of coverage chosen. The Company shall also, for the life of this Agreement, make available to employees eligible to participate in, and participating in, such basic hospitalization-surgical insurance plan, a plan of 80-20 (in network) and 60-40 (out of network) major medical insurance, in the amount of \$5,000,000.00 with \$250/\$500 deductible with a out of pocket expense of \$1,500 for single and \$3,000 for family. A \$15 office visit co-pay.

*Section 2. S & A* The Company shall for the life of this Agreement, make available to employees a Group Sick and Accident insurance plan providing a weekly benefit of **\$225.00** for a maximum period of fifty-two (52) weeks, effective June 1, 2001. Benefits shall be payable commencing with the first day of disability due to accident, bodily injury or with the eighth day of disability due to sickness, but no later than the first day of confinement on account of such disability as registered bed patient in a legally constituted hospital. All rules concerning participation shall be the same as applies to hospitalization insurance unless the insurance policy requires some variation. The Company shall pay **eighty-five percent (85%)** of the premium cost for the insurance.

*Section 3. Life & A.D.D.* The Company shall, for the life of this Agreement, make available to employees eligible to participate in the above insurance plans, a plan of Group Life Insurance providing a death benefit of **\$25,000.00** and Accidental Death and Dismemberment, per schedule with a maximum benefit of **\$25,000.00**. The Company shall pay **eighty-five percent (85%)** of the premium cost for the insurance.

*Section 4. Participation* A new employee who has completed the probationary period and also filled out and delivered to the Company the forms required by the insurance carrier, the employer agrees that every person actively employed by him at a regular full-time job for a minimum of 30 hours per week who receives salary, wages or commissions during the life of this Agreement shall be eligible to apply for membership with the Company within 30 days of his/her date of employment. The continuation of each of the insurance plans is dependent upon sufficient employee participation to enable the insurance to be purchased at standard group insurance rates. It is understood that each insurance plan will be issued subject to such conditions and qualifications as are set forth in the master insurance contract issued to the insurance carriers, that the Company has only agreed to contribute **eighty-five percent (85%)** of the premium cost for insurance coverage; and the employees shall look only to the insurance



carriers for payment and satisfaction of claims for benefits, subject to the terms of the insurance contracts themselves.

All newly hired employees will have explained to them the current insurance coverage and cost at time of hire and will have their portions (**15%**) of premium deducted from their pay check beginning with their first pay period. New hires will be expected to sign a statement regarding their understanding of this policy. If a new hire leaves employment prior to his thirtieth (30th) day, the Company will reimburse him/her the total of their portion paid to date.

**Section 5. Premium Continuation** (a) It is agreed that the Company will continue payment of its part of insurance premium cost for an employee participating in group insurance coverage who is absent because of illness or injury (not including personal leave) in accordance with the following schedule:

(1) Employees who are absent more than three (3) months may have their eighteen (18) months of COBRA insurance eligibility charged for those months beyond three (3). The Company will continue payment of its part of insurance premium as described in the schedule above for additional months that may be charged against an employee's COBRA insurance eligibility.

(b) It is agreed that the Company will continue payment of its part of insurance premium cost for an employee participating in group insurance coverage who is laid off for the lack of work or on an approved leave of absence for the balance of month event occurs plus next month, in accordance with insurance carrier requirements. COBRA will be made available to these employees when above time limits have been exhausted and continuation of coverage will be allowed as outlined in this article (Section 5 (c)) below.

(c) To maintain insurance coverage, the employee must pay the Company that part of insurance premium payable by the employee before payment is due the insurance carrier (the first of the month). This applies to premium continuation of the group policy. If an employee's leave extends beyond the guidelines of the carrier's restrictions, he/she becomes eligible for COBRA. The Company agrees to continue paying its portion (**85%**) as long as the employee continues paying his/her portion (**15%**) based on the above schedule. COBRA premiums are two (2%) higher than normal premiums. The Company and employees will pay their share of this increase at the **85/15** rate. Since COBRA is billed direct to employee, it is the responsibility of the employee to provide the Company with the proper documents by the 20th of each month that the employee is off work. The employee will pay direct to the Company the employee's portion (**15%**) plus COBRA rate with the employee signing a receipt that he/she paid such payment for the purpose of paying premium costs. A Union representative will be present during this meeting each month. It will be the employee's responsibility to see that the premium is paid by deadline outlined by insurance carrier.

# ARTICLE XIV

## SAFETY AND HEALTH

**Section 1. Policy** It is agreed the Union will cooperate with the Company in encouraging employees to observe all safety and health regulations prescribed by the Company and to work in a safe manner. It is further agreed that the Company shall provide adequate safety and sanitary facilities to assure a safe and healthful place to work. It is the responsibility of each employee to keep their work area and the shop clean at all times for safety and health reasons. Foreman and supervisors will inspect the restrooms and see that they are kept clean and in working order.

**Section 2. Equipment** The Company will furnish adequate safety equipment, including special wearing apparel where customarily furnished, and including safety goggles, rubber aprons, rubber boots, rubber mittens, and plastic sleeves. It is the foreman's responsibility to see that the tools are in good repair and, if not, see that they are replaced.

**Section 3. First-Aid Facilities** Adequate first-aid supplies will be provided by the Company at all times. Injured employees will be provided with an escort and Company transportation from the plant, if it is necessary to take them to a doctor or hospital. Employees shall be paid for time lost when receiving medical aid if the time lost is less than one (1) day at the rate prevailing on such day whether full time, time and one-half, or double time, and subject to the doctor's instructions.

Any revisit ordered by the doctor or nurse on the form provided shall entitle the person to be paid for time lost from regularly scheduled work hours.

Each shift foreman will be provide the following first-aid supplies: 1 box Aspirin, 1 bottle eyewash, 1 bottle eye drops, 1 box respirator masks, 1 box band-Aids, 1 roll of tape, and 2 safety glasses or goggles. It is the shift foremen's responsibility to see that all supplies are kept in inventory and see management for resupply.

**Section 4. Safety Committees** The safety committee shall have two (2) representatives (with an alternate) named for each the Company and the Union. The Union and the Company will submit the names of the committee members to the Company management for posting purposes. The duties of this joint committee will be to observe and inspect safe and unsafe conditions and equipment at Colors, Inc. plant, when such questions or complaints are brought to their attention by the employees. This committee will continue to meet on Company time and function as to the required meeting agreed upon by the Company and Union. Meeting schedule will be posted at least thirty (30) days in advance as agreed upon by the Company and Union. Safety meetings will be scheduled for the first Wednesday of each month unless mutually agreed to change.

Special meetings shall, at the request of the Union or Company, be held to discuss urgent matters or safety and health as soon as possible.

**Section 5. Inspections** As soon as the Company or Union knows of any safety or health inspections, the Company will notify the Union President or Union Representative.

# ARTICLE XV

## MISCELLANEOUS

**Section 1. Supervisory Employees** The Company agrees that it shall not add to its supervisory staff for the purpose of diverting work from its employees in the bargaining unit, but it is understood that this agreement does not restrict supervisory employees from the performance of the following types of work that may be customarily done by the bargaining unit employees; experimental work, instructing employees, assisting employees in completing rush orders and otherwise assisting with production when there are insufficient production employees scheduled to work. In no case, however, shall a supervisory employee engage in normal production work when qualified bargaining unit employees have not been provided the opportunity to perform the available work and/of qualified bargaining unit employees are laid off.

**Section 2. No Discrimination** The Company and the Union agree not to discriminate against any of the employees in any way because of their sex, creed, race, color, or nationality. The parties shall comply with all applicable laws respecting nondiscrimination because of age or handicap in accordance with the American Disability Act.

**Section 3. Bulletin Board** The Company will provide a bulletin board exclusively for the use of the Union, in the lunchroom, upon which notices of Union recreation and social affairs, notices of Union elections, appointments, results of Union elections and regular meetings may be posted. All such notices shall be signed by a representative of the International Union or a Local board which would interfere with the normal operations of the plant.

**Section 4. Change of Address** It shall be the responsibility of each employee to notify both the Company and the Union in writing when there is any change in the mailing address of such employee and to keep both the Company and the Union advised of such employee's up-to-date mailing address.

**Section 5. Jury Duty Pay** Employees who present official court certificates to the Company showing dates and moneys received (if any) when called for jury duty shall be paid the difference between the daily amount paid by the courts and the employee's straight-time hourly rate including all forms of premium pay.

### **Section 6. Leaves of Absence**

**(a) Medical Leave.** The Company will grant reasonable leaves of absences to any employee upon request without pay and without loss of seniority. Such request shall be made in writing **and supported by proper doctor's certification.** Leave of absence for reasons of pregnancy shall be granted and treated the same as any other illness. Any questions regarding the reasonableness of the time and duration of such leaves of absence shall be reviewed by the Company and the Union and the employees involved in order to reach a mutual agreement as to the duration and time of the employee's leave of absence.

**(b) Leaves for Union Business.** An employee may be granted a leave of absence for Union business but the number of employees on such leave at one time shall not exceed five, except that no more than two employees shall be given concurrent leaves of absence for Union business when such leaves extend for more than two (2) weeks, and further, the Company

reserves the right to limit the number of employees on such leave from the same shift or out of the same job Classification to the extent necessary to insure the orderly cooperation of production schedules. Requests for such time off must be made in writing by the employees at least thirty (30) days prior to a leave. The Company shall as promptly as possible answer all such request for leave, and after such a leave has been tentatively approved, it shall not be subject to cancellation by the Company unless an unforeseen emergency requires such action.

**(c) Personal Leave. The Company may grant reasonable personal leaves of absences in its discretion due to extraordinary circumstances. Such request shall be made in writing and supported by proper documentation if applicable.**

**Section 7. Funeral Leave** In case of death of an employee's mother, father, husband, wife, child, step-child, brother or sister, the Company will grant a leave of absence to attend the funeral from day of death until and including the day of the funeral, not to exceed three (3) working days, and shall pay the employee eight (8) hours pay at the employee's regular rate for all regular **and scheduled** workdays **actually** lost during such three (3) day period. An employee shall be paid eight (8) hours pay at the employee's regular rate if the employee loses a regular workday on the day of the funeral of such employee's stepmother, stepfather, grandparent, grandparent-in-law, mother-in-law, or father-in-law to attend such funeral. Saturdays, Sundays, vacation days, holidays and any other days not scheduled as regular workdays will not be paid. Proof of need for such leave must be furnished to the Company as requested.

**Section 8. Absent Days** During each calendar year, the employee is allowed seven (7) absent days without compensation; however, no penalty will be incurred by the employee. These days may not be used consecutively, prior to or after any holiday unless prearranged and approved by Company nor more than two (2) days per month. There will be no pyramiding of these days from year to year. The employee is responsible for notifying the Company as outlined. **Any absences other than approved vacation, holiday, jury duty, funeral leave, paid personal day, or approved leaves of absence (under section 6) will count against the seven (7) absent days.**

The following stipulations are in effect for an employee to request one of these days. Sections (b), (c), (d), (e), (f), and (g) are not included in the seven (7) absent days in the above paragraph.

- (a) 1. Call in thirty (30) minutes before start of your shift (Granted)
  2. Call in within thirty (30) minutes after the start of your shift and talk to your foreman (Must be approved)
  3. Cannot use more than one day at a time (Unless approved by Company).
  4. Cannot be used the day before or the day after a holiday (Unless approved by Company).
- (b) Absenteeism due to illness, past the seven (7) absent days, are considered days missed and, if excessive, action will be taken as outlined below.

- (c) Leaves of Absences (*extended periods off work*) must be submitted in writing in advance and must be approved by the Company and the Union.
- (d) Any absenteeism the day prior to scheduled overtime eliminates that employee from the scheduled overtime. This, however does not apply to prearranged time off, or if foreman is informed that employee is able to work overtime.
- (e) Any absenteeism without notifying his/her foreman or the Company constitutes an immediate warning unless verification as to the reason why is supplied to the Company (i.e. auto accident, bodily injury).
- (f) All calls pertaining to absenteeism and/or tardiness should be made within thirty (30) minutes prior to start of shift or within thirty (30) minutes after start of shift and to the foreman or supervisor of that shift.

(g) Excessive **absenteeism** will be handled in the following manner:

- ◆ 1st step Verbal Warning
- ◆ 2nd step Written Warning
- ◆ 3rd step 3 day layoff w/o pay
- ◆ 4th step Termination

**(h) Tardiness and Leaving Early. An employee will be considered tardy if they are not at their assigned work station at their scheduled starting time. An employee arriving more than one (1) hour after their scheduled starting time or leaving more than two (2) hours prior to their scheduled ending time will be considered absent for that day. Employees will be allowed three (3) occurrences of tardiness or leaving early each calendar month without discipline.**

**Excessive tardiness or leaving early will be handled in the following manner:**

**More than 3 occurrences in a calendar month:**

- 4<sup>th</sup> occurrence 1 day layoff without pay**
- 5<sup>th</sup> occurrence Subject to termination**

**Additionally, employees that receive a fourth (4<sup>th</sup>) one (1) day layoff without pay, in accordance with (h), during each calendar year will be subject to termination.**

All warnings shall be removed from the employees record one (1) year from the date received. **Effective upon the signature of this Agreement, all prior practices and all prior agreements regarding absenteeism, leaving early and tardiness are deemed canceled and of no force and effect. Additionally, all prior disciplinary actions, notices and records of attendance, tardiness and leaving early shall be expunged from the Company's records and not used for any reason whatsoever.**

**Section 9. Personal Paid Day** Effective January 1, 1999, each employee, having satisfied the required probationary period, will be eligible for one personal paid day. The employee is required to request this day in writing no less than two (2) weeks in advance or during the vacation request periods (November and /or April) to the Company. The Company will make every reasonable effort to comply with such requests. However, the final right to allotment of time for taking this day is reserved by the Company in order to insure the orderly operation of production schedules. In cases of conflict among employees as to the time of taking the day, the senior employee shall have preference (This does not apply to those requesting this day during November and/or April request periods unless there is a conflict at that time). Employees failing to notify the Company two (2) weeks in advance in writing, will not hold the Company responsible for their loss of wages due to this failure on the employees responsibilities. There will be no accumulating personal paid days from year to year.

**Section 10. Cellular Telephones/Pagers** The use of cellular telephones by any employee, without permission, during normal production hours (excluding breaks) is prohibited. Violation of this policy is subject to disciplinary action up to and including possible termination depending upon the degree of violations. Pagers are allowed, however, the Company's policy of returning calls received via pager is by permission only. **The Company is not responsible for any damage to employees cell phones or pagers.**

**Section 11. Attendance Bonus.** Any employee who maintains an attendance record with no more than seven (7) hours missed for the calendar year (January 1 – December 31) will receive two (2) additional days pay at the employees rate of pay (16 hours x rate of pay). For purposes of calculation, the procedure currently used to determine pay will continue (i.e. 8 minutes late = .25 hour missed; 7 minutes late = 0 hour missed). This is effective starting January 1, 2002. Any new hire will be eligible at the beginning of the following year of hire date. The attendance bonus will be **paid with the first payroll of the calendar year after it is earned.**

## Article XVI

### Policies

#### SECTION 1. SEXUAL HARASSMENT

It is the policy of Colors Inc. to strive to maintain a working environment for its employees which is free from sexual harassment by managers, co-workers, or third persons. Colors Inc. will not tolerate any act of sexual harassment by any person in violation of this policy.

- (a) **Definitions:** Sexual harassment is defined as: Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
  2. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions; or
  3. Such conduct has the effect of unreasonably interfering with an individual's work performance or creating an intimidation or offensive working environment.

(b) **Responsibility of Supervisors.** It is the responsibility of every supervisor employed by Colors Inc. to insure that this anti-harassment policy is enforced strictly. Supervisors are responsible for ensuring that each employee under their supervision is aware of this policy. It is the further responsibility of all supervisors to insure that all work sections under their responsibility are free from sexual conduct that causes, or reasonably could be considered to cause, an intimidation or offensive working environment.

(c) **Responsibility of Employee.** It is the responsibility of all employees to conduct themselves in ways that insure that others are able to work in an atmosphere free from sexual harassment. It is the responsibility of all employees to comply with this policy in all respects and at all times.

(d) **Reporting Responsibilities.** It is the further responsibility of all employees, including in particular all supervisors, to bring to the attention of Colors Inc. any evidence of sexual harassment and/or to report any act or event that is believed to be a violation of this policy so that the matter can be investigated promptly and appropriate action taken.

(e) **Complaints.** If you believe that you or any other employee have been subjected to sexual harassment in the work place in violation of this policy, we ask that you immediately report your concerns to Colors Inc. You may report your concerns to your supervisor, any other supervisor with whom you feel comfortable in making such a report, your union officers or grievance committee members, or officers of the Company. All such reports shall be treated confidentially and will be investigated by Colors Inc. in a prompt and responsible manner.

(f) **Non-Retaliation.** No employee shall be subject to any form of reprisal or retaliation for having made a good faith complaint under this policy.

(g) **Discipline.** Any employee who is determined to have violated this policy by engaging in or condoning the sexual harassment of a fellow employee will be subject to immediate discipline up to and including termination of employment. The provisions of this policy shall be administered fairly and consistently to both Bargaining Unit Employees and Management. In accordance with the terms of this Agreement nothing contained within this policy shall limit the rights of Bargaining Unit Employees and/or the Union to grieve any discipline issued.

## **SECTION 2. DRUG/ALCOHOL FREE WORKPLACE**

(a) **Objective.** To set forth a policy, responsibility and guidelines relating to alcohol and controlled substance use.

(b) **Scope.** This policy applies to all employees of Colors Inc., bargaining unit and management is all bound by this policy.

(c) **Policy.** It is the policy of Colors Inc. to provide a work environment, which is free from use, sale, possession, or distribution of illegal drugs and the improper or abusive use of (legal) drugs or alcohol on Company property. To require Company or contract employees to perform all Company related jobs, either on or off Company property without the presence of illegal drugs, excessive alcohol, or inappropriate legal drugs in their systems.

In order to permit management intervention before the onset of job-related accidents and other work performance deficiencies, Colors Inc. maintains this formal policy on substance abuse. The goal of this policy is to help secure a safe and productive working environment for each of our employees, to assist employees who have substance abuse problems, and to protect Colors Inc. property and reputation.

(d) **Responsibilities.**

1. It is the responsibility of the owners of Colors Inc. to communicate this policy throughout the organization.
2. Each supervisor is responsible for enforcing this policy by means of following guidelines.
3. All employees are responsible for conducting themselves in conformance of this policy.

(e) **Types of Tests.**

**Pre-Employment Testing.** All final applicants for employment are required to undergo a pre-employment drug/alcohol- screening test. The applicant will be informed at the initial interview that the Company policy requires an applicant to consent to and pass a pre-employment drug/alcohol-screening test after he/she is made a conditional offer of employment and prior to reporting to work. (See Consent Form) Any applicant who tests positive for drug use, alcohol above limits, or refuses to be tested will not be employed and cannot reapply for a position with the Company for one (1) year.

**Reasonable Cause Testing.** When reasonable suspicion indicates that an employee is under the influence of drugs or alcohol, the following procedures will be followed:

If a supervisor has reason to believe an employee is under the influence of drugs or alcohol while at work, immediate determination and confirmation of employee's condition is important and shall be made. The following actions are recommended:

1. The supervisor observes the employee. Does the employee look different? In what way?  
Note, in particular, the employee's:

General appearance

Facial coloration (red? pale?)

Eyes (glassy? pupils?)

Speech (slurred, stammered, repetitive, nonsensical)

Hand/eye coordination

Foot coordination and gait

Ability to work at his/her job

Breath

Other

2. The supervisor or other makes written notes of what is seen and heard. Detailed notes shall be taken throughout these entire procedures and are the responsibility of the supervisor or management employee(s).

Note: If the employee is obviously a danger to self and/or others, the supervisor stops the observation and intervenes and brings in the appropriate parties.

3. The supervisor or other management employee(s) makes a note of all other witness; who they are and where they are located.



4. The supervisor or other management employee(s) notifies the Union Committee person as soon as possible of the observation.
5. If appropriate, with another manager present and Union Committee person present, the employee is told that he/she is believed to be under the influence of alcohol and/or drugs, and that this is a violation of the agreed policy.
6. The employee is given the benefit of the doubt and the employee's statement is solicited. The employee is asked to give a statement about his/her condition. The employee is asked if he/she is ill, taking any prescribed medication, or under medical treatment for anything. If the employee claims to be taking prescribed medication, then he/she is requested to either produce the medication or identify the medication and the doctor who prescribed it. A refusal to provide the information should be noted. Any information provided by the employee shall be verified. Take careful and detailed notes.

**Post Injury. Employees who suffer a work related injury that requires immediate medical treatment at a facility away from Colors, Inc., will be required to submit to drug and alcohol test, in accordance with the provisions of this policy, as soon as possible after the injury but in no event more than five (5) hours after the injury.**

## **Verification of Information**

7. If information is provided by the employee and is verified to be legitimate, no further action is required.

## **Lack of Information**

8. If there is no information provided, or if false information is provided, and if the supervisor is convinced that the employee is unfit but is unsure what caused the condition, the employee is ordered to submit to a medical test for drugs and/or alcohol. The Company makes the arrangements for transporting the employee to the testing site and back.

The Company will be notified the same day as to whether the test results are negative or **positive**. If the Company receives a **positive** test result from the testing facility, the employee will be immediately relieved from his/her duties and sent home until the Company receives documented results of the testing as to the reason for the **positive** report (within 48 hours). If **positive** report is due to illegal drugs and/or alcohol above limits, the employee will be notified of the results and subject to immediate disciplinary action as follows:

Within a twelve month period:

First Offense	3 working day suspension
Second Offense	10 working day suspension
Third Offense	21 working day suspension, subject to discharge

Disciplinary action in violation of this policy that is more than twelve (12) months old shall not be used for further progressive disciplinary or for any other reason whatsoever.

Employees who refuse to submit to a Reasonable Cause drug and/or alcohol test will be subject to the same progressive disciplinary action as above.

An employee should never be allowed to drive himself/herself home or to the testing facility if reasonable suspicion prevails or drug or alcohol use is apparent. Accommodations should be made to transport the employee home if he/she is suspended.

If a **positive** report is due to legal prescribed drugs, the employee must provide the Company with documentation to support the use of the drug (i.e. doctor statement from prescribing physician) prior to returning to work. (Within 48 hours of test results)

Negative test results will not be reported or recorded by Company unless the employee desires such information. All time taken to perform the test is considered paid time, however, if a **positive** result is reported, then all time lost due to this report is considered a suspension and is non-paid. If the **positive** report is due to legal prescribed drugs, the employee will be reimbursed for lost time up to 16 regular hours.

(f) **Testing Facilities**

All testing under this policy will be conducted at Community Hospital Occupational Health Center, 1709 North Post Road, Indianapolis, IN (7am-11pm) or Community Hospital East, 1500 North Ritter Avenue, Indianapolis, IN (after hours only).

(g) **Test Procedures**

The procedure for testing through urinalyses and/or Breathalyzer. The employee's urine collected for testing will be placed in a sealed specimen container, which is done with the employee present at time of sealing and documentation. A portion of sample will be tested by the agency the day sample is taken. A portion of remainder of urine will be retested for drugs or alcohol only if (a) the first portion of the specimen is confirmed **positive** for drug or alcohol, (b) the employee, within 72 hours of receiving notice from the Company of a **positive** test result, requests in writing, a confirmatory retest of a portion of the remainder of the specimen, and (c) the employee pays the cost of the confirmatory retest in the event the confirmatory retest is also **positive**. Testing of a portion of the remainder of the specimen will be performed by the laboratory, which performed the initial testing, or if requested by employee, by another, reputable, full licensed and government approved laboratory satisfactory to the Company. The results of this test will be binding on the Company and the employee tested.

(h) **Substances Tested**

Substances to be tested include alcohol (.10 or above) and drugs (see limits posted in back of agreement) to screened but not limited to include: Amphetamines, Barbiturates, Benzodiazapines, Cannabinoids (marijuana), Cocaine, Opiates, Phencyclidine (PCP), and related metabolites. Each sampling, which initially screens positive (non-negative), indicating drug use, will be confirmed using a Gas Chromatography/Mass Spectrometry (GC/MS) test.

A drug-screening test will be deemed **positive** only after a GC/MS test has confirmed initial positive test results.

(i) **Test Results-Confidentiality**

If a GC/MS confirmation drug test and/or a GC confirmation alcohol test reveals that an employee has illegal drugs and/or alcohol in his/her system at or above the specified threshold concentration levels, then these tests results will be considered conclusive after final review by Community Hospital Occupational Health Center that the employee was “under the influence” of illegal drugs and/or alcohol at the time of test.

If the concentration levels are below the threshold for illegal drugs, then the test is deemed to be negative and such employee will not suffer any loss of wages or benefits for this period. All problems, information, results and medical records obtained in this program will be treated in a strictly confidential manner. The fact that a chemical test was conducted and the results of the test will not be discussed or disseminated except on a strict need-to-know basis.

(j) **Definitions**

1. **“Under the influence”** means that the employee is affected by a drug or alcohol or the combination of a drug or alcohol. The symptoms of influence are not confined to those consistent with misbehavior, nor to obvious impairment of physical or mental ability, such as slurred speech or difficulty in maintaining balance. The final determination of influence will be established by a scientifically valid test.
2. **“Illegal Drug”** means any drug (a), which is not legally obtainable, or (b), which is legally obtainable but has not been legally obtained. The term includes prescribed drugs not legally obtained and legal drugs being used in dosages in excess of that prescribed or not being used for prescribed purpose.

(k) **Miscellaneous**

Colors Inc. is interested in helping those who are willing to help themselves by voluntarily seeking outside assistance. Employees are encouraged to request assistance from the Company and reputable sources in the community or through our health insurance plan or the local union. The employee’s decision to seek such assistance will not be used as the basis for disciplinary action. However, seeking such assistance will not be a defense for violating the Company’s policy regarding drugs and alcohol. Nor will it excuse or limit the employee’s obligation to meet the Company’s policy or standard regarding attendance, job performance or safe behavior of the job.

# ARTICLE XVII

## Duration

This Agreement shall become effective at 12:01 a.m. on June 1, 2006, and shall continue in full force and effect until 12:00 Midnight on May 31, 2009. Such Agreement shall continue in force from year to year, thereafter, unless at least sixty (60) days prior to the expiration date, or any such one- (1) year extension, either party notifies the other in writing of its desire to amend, modify or terminate this Agreement.

INWITNESS WHEREOF, this Agreement is executed by the parties on this 30<sup>th</sup> day of May, 2006, but as June 1, 2006:

### Colors, Inc.

/s/  
Dale Watson

/s/  
David Hancock

\_\_\_\_\_

\_\_\_\_\_

### United Steelworkers of America

/s/  
International President – Leo W. Gerard

/s/  
Int'l Secretary-Treasurer – James English

/s/  
Int'l Vice President – Fred Redmond

/s/  
Int'l Vice President – Tom Conway

/s/  
Director, District 7 – Jim Robinson

/s/  
Staff Representative – James Adcock

/s/  
Marc Turner, Unit President

/s/  
Bobby Hicks, Unit Vice President

/s/  
Mary Sechrest, Committee

# SCHEDULE A

Starting Rate: Upon being transferred or promoted permanently (on a trial basis) into any Classification, an employee shall be raised to the rate of the Classification to which he/she is advanced. In cases of Class 4 and 5 the starting rate is effective and, in cases of 6 through 12, the rate as scheduled.

A shift differential of 20 cents per hour to all work performed on shifts normally scheduled to start at 4:00 p.m. and a shift differential of 40 cents per hour shall apply to all work performed on shifts normally scheduled to start at midnight.

The pay increases included in this contract are as follows:

		<u>2006</u>	<u>2007</u>	<u>2008</u>
		.75/hr	.40/hr	.30/hr
<b>Class 4</b>	Starting Rate	<b>\$7.00</b>		
	Racker, Unracker Packer			
	<b>Progression</b>	<b>6/1/06</b>	<b>6/1/07</b>	<b>6/1/08</b>
<b>Class 5</b>	Starting Rate	<b>\$11.05</b>	<b>\$11.45</b>	<b>\$11.75</b>
	Packer, Inspector Helper Anodizing Helper Utility Helper			
Grade 1	720 hrs. worked	\$ 0.20	\$ 0.20	\$ 0.20
	1040 hrs. worked	\$ 0.20	\$ 0.20	\$ 0.20
Grade 1 if qualified	Top Rate	<b>\$11.45</b>	<b>\$11.85</b>	<b>\$12.15</b>
Grade 2	1040 hrs. worked Job Posted	<b>\$11.85</b>	<b>\$12.25</b>	<b>\$12.55</b>
<b>Class 6</b>	Rate	<b>\$14.35</b>	<b>\$14.75</b>	<b>\$15.05</b>
	Packer, Inspector 6 to 7 if qualified Anodizing Operator 1040 hrs. worked Utility Personnel			
<b><u>Employees hired after May 31, 2006:</u></b>		<b>6 to 7 if qualified = 1560 hrs, worked</b>		
<b>Class 7</b>	Rate	<b>\$15.55</b>	<b>\$15.95</b>	<b>\$16.25</b>
	Packer, Inspector 7 to 8 if qualified Anodizing Operator 1040 hrs. worked Utility Personnel			
<b><u>Employees hired after May 31, 2006:</u></b>		<b>7 to 8 if qualified = 1560 hrs, worked</b>		
<b>Class 8</b>	Rate	<b>\$16.30</b>	<b>\$16.70</b>	<b>\$17.00</b>
	Packer, Inspector 8 to 9 if qualified Anodizing Operator 1,040 hours worked Utility Personnel			
<b><u>Employees hired after May 31, 2006:</u></b>		<b>8 to 9 if qualified = 2080 hrs, worked</b>		

<b>Progression</b>		<b>6/1/06</b>	<b>6/1/07</b>	<b>6/1/08</b>
<b>Class 9</b>	Rate	<b>\$16.50</b>	<b>\$16.90</b>	<b>\$17.20</b>
Anodizing Operator	9 to 10 if qualified and performed Class 9 duties for 24 months			
<b>Class 10</b>	Rate	<b>\$16.80</b>	<b>\$17.20</b>	<b>\$17.50</b>
Master Anodizing Operator	Job Posted			
Utility Lead Person				
Laboratory Operator				
Packer Inspector Technician				
<b>Class 11</b>	Rate	<b>\$17.20</b>	<b>\$17.60</b>	<b>\$17.90</b>
Laboratory Group Leader	Job Posted			
Utility Group Leader				
Process Technician				
<b>Class 12</b>	Rate	<b>\$17.60</b>	<b>\$18.00</b>	<b>\$18.30</b>
Laboratory Technician				
Chief Utility Personnel				
Chief Process Technician				
<b>Class 5 Red Circle</b>		<b>\$15.15</b>	<b>\$15.55</b>	<b>\$15.85</b>
Effective 6/1/95				

## **JOB DESCRIPTIONS**

### **Class 4 Racker, Unracker, Packer**

- Duties Include:
1. Moving of parts.
  2. Unwrapping and wrapping of parts.
  3. Stripping and adjusting racks.
  4. Racking and unranking customer material in a designated manner.
  5. Perform drying operation on finished parts.
  6. Counting of parts as required.
  7. Responsible for cleanliness of work area and may be required to clean and sweep designated areas.
  8. Work under the direction of a group leader or higher skilled personnel.

### **Class 5 Packer, Inspector Helper**

- Duties Include:
1. All duties of Class 4 racker, unracker, and packer.
  2. Visual or mechanical inspection of parts for:
    - A. Tolerance specifications.
    - B. Color match.
    - C. Defects due to faulty processing in anodizing, conversion coating or any other operation in process.
    - D. Bad material, etc.

3. Hand wiping and cleaning of parts as found necessary by supervision.
4. Counting of parts.
5. Wrapping of parts by the accepted method of the job.
6. Tagging for identification as required by the job.
7. Keeping a written report of production and other duties of a similar skill or nature.
8. Works under the direction of a group leader or higher skilled personnel.

### **Class 5 Anodizing Helper**

- Duties Include:
1. All duties of Class 4 racker unracker, and packer.
  2. Assists operator in precleaning parts by soap cleaning, caustic etch, bright dip or other operations as designated.
  3. Helps load and unload tanks in the processing sequence.
  4. Other duties relative to the anodizing process.
  5. Can be required to perform anodizing operator duties according to instructions as a fill in due to absence of other employees or for training purposes.
  6. Works under the direction of group leader or higher skilled personnel.

### **Class 5 Utility Helper**

- Duties Include:
1. All duties of Class 4 racker, unracker and packer.
  2. Assist rack maintenance in building, repairing, and handling materials for racks.
  3. Other duties assigned to him as a helper under immediate direction or supervision.
  4. Helper on various power tool and equipment used by Class 6 and higher utility personnel.
    - A. Drill Press
    - B. Buffing wheels
    - C. Bending machines
    - D. Punch presses
    - E. Grinders
    - F. Sanders
  5. Works under the direction of group leader or higher skilled employee.

### **Class 6 Anodizing Operator**

- Duties Include:
1. Workable knowledge of normal plant operations with assistance of group leader or lead person.  
These include:
    - A. Cleaning
    - B. Etching
    - C. Brightening
    - D. Conversion coating
    - E. Dying operation
    - F. Cleaning tanks, etc.

2. Responsible for maintenance of:
  - A. Solution levels
  - B. Proper temperatures
  - C. Handling of acids and chemicals
3. Coating thickness as required for the job.
4. Quality of coating.
5. Color match to samples and customers specifications.
6. Ability to perform duties and instruct.
  - A. Class 5 anodizing helper.
  - B. Class 4 racker, unracker.

### **Class 6 Packer Inspector**

- Duties Include:
1. All duties of Class 4 racker, unracker, and packer.
  2. All duties of Class 5 packer, inspector combined.
  3. Help train and instruct in the above Classes.
  4. Works under the direction of group leader or higher skilled personnel.

### **Class 6 Utility Personnel**

- Duties Include:
1. All the duties of Class 5 helper.
  2. Help set up fixtures and mechanically finish parts.
  3. Be able to build and repair racks for various processing requirements.
  4. Construct racks according to predetermined specifications.
  5. Construct rack hooks and attach same to racks by required process.
  6. Use bending machine on various materials.
  7. Operate punch press.
  8. Operate shears.
  9. Operate drills, etc.
  10. Do minor pipe fitting and operate pipe threading and cutting machine.
  - 11, Perform minor repairs on plant equipment.
  12. Help train and instruct Class 5 personnel who have less experience.
  13. Work under the direction of lead personnel or higher skilled personnel.

Class 6 automatically moves to Class 7 if qualified in 1040 hours.

### **Class 7 Packer Inspector**

Must be qualified to perform all Class 6 packer inspector job description and have the ability to weigh count, use scales, have math ability to figure counts obtained from weigh count or multiple counts.

### **Class 7 Anodizing Operator**

Must be able to perform all the requirements of the Class 6 anodizing operator job description.

- Duties Include:
1. Working knowledge and performance of duties of racker, unracker and anodizing helper.
  2. Qualified to train, instruct and direct the Classifications under Class 7.



3. Work with written or verbal instructions.
4. May be required to make mathematical computations.

### **Class 7 Utility Personnel**

- Duties Include:
1. Must be able to perform all duties of Class 6 Utility Personnel.
  2. All duties of Class 6 anodizing operator.

Class 7 automatically moves to Class 8 if qualified in 1040 hours.

### **Class 8 Anodizing Operator**

- Duties Include:
1. Working knowledge and performance of duties of racker, unracker, anodizing helper and Class 7 anodizing operator.
  2. Qualified to train, instruct and direct the Classification under Class 8.
  3. Qualified to head the operation of the anodizing line with a minimum of supervision.
  4. Works with written or verbal instructions on production schedules, specifications, color process requirements, quality, etc.
  5. Works in cooperation with lead person, group leaders, and laboratory personnel.

### **Class 8 Packer Inspector**

- Duties Include:
1. Must be qualified to perform all the requirements in Class 7 packer inspector job description.
  2. Responsible for color samples, keep clear concise records as to customer requirements and specifications and assist higher Class personnel to obtain conformance to such samples and specifications.
  3. Works in cooperation with group leaders to assure orderly movement of parts and materials to and from packing-inspections operation.

### **Class 8 Utility Personnel**

- Duties Include:
1. Perform all duties of Class 7 utility personnel.
  2. Do minor repairs on machines.
  3. Keep records of customer specifications in regards to finishing and packing procedures.
  4. Set up machines per instructions.
  5. Train, instruct and direct any of the above operations with minimum of supervision.
  6. Perform as Class 7 anodizing operator.
  7. Work under direction of group leader or foreman.

### **Class 9 Packer, Inspector**

9 to 10 if qualified and performed Class 9 duties for 24 months

- Duties Include:
1. Must be qualified to perform all the requirements in Class 8 packer, inspector job description.
  2. Ability to train and direct work force on assigned line with minimum supervision.
  3. Work under direction of group leader and foreman.

### **Class 9 Utility Personnel**

9 to 10 if qualified and performed Class 9 duties for 24 months

- Duties Include:
1. Must be qualified to perform all of the requirements in Class 8 Utility personnel job description.
  2. Perform Class 8 anodizing operator.
  3. Ability to perform shop repairs with minimum supervision.
  4. Work under direction of group leader and foreman.

### **Class 9 Anodizing Operator**

- Duties Include:
1. Duties of Class 8 anodizing operator.
  2. Duties of normal plant operation.
  3. Maintenance and repair on anodizing equipment, unless skilled help is needed.
  4. Perform normal anodic process with a minimum of supervision.
  5. Knowledge of dye mixture and of solutions, requirements for new solutions, adding chemicals and adjusting to pre-determined standards.
  6. May be required to instruct, train, and direct in all phases of the anodic process.
  7. Works under the direction of group leader or foreman.

### **Class 10 Utility Lead Person**

- Duties Include:
1. Same duties as Class 9 utility personnel.
  2. Operates punch presses, saws, and shears.
  3. Be able to train and instruct in above duties.
  4. Set up machines as per instructions.
  5. Cooperates with group leaders but under direction of a foreman.
  6. Have a working knowledge of Class 8 anodizing operator.

### **Class 10 Packer Inspector Technician**

- Duties Include:
1. All duties of Class 9 packer inspector.
  2. Train and direct the work force on assigned line with minimum supervision.
  3. Responsible for efficient operation, production, quality and smooth flow of parts and material on his/her job assignment.
  4. Make determinations and decisions as to above operation.
  5. Knowledge of mathematics (high school or equivalent).
  6. Flexibility in shift assignments and willingness to work any shift assignments.
  7. Work under the direction of process technician or foreman.

## **Class 10 Laboratory Operator**

- Qualifications:
1. Knowledge of mathematics (high school or equivalent).
  2. Ability to maintain clear and concise records.
  3. Ability to interpret written and oral instructions.
  4. Knowledge of chemistry not a prerequisite.

- Duties Include:
1. Acquire the knowledge of dangers and hazards of various chemicals and antidotes involved.
  2. Perform a variety of laboratory duties such as:
    - A. Collection of samples.
    - B. Analytical methods for solutions used in the plant.
    - C. Operate scales.
    - D. Make mathematical computations.
    - E. Maintain charts and graphs.
    - F. Run pH meters.
  3. Keep records on:
    - A. Dye mixtures
    - B. Formulas
    - C. Other items relative to lab operations.
  4. Regenerate and maintain process water.
  5. Compute tank sizes.
  6. Convert liquid to solid measurements, etc.
  7. Instruct anodizing operators, lead persons, etc. in use of laboratory analysis pH s and other reports relative to correct control of process solutions.
  8. Works in cooperation with lead persons, group leaders, process technicians, but under the direct supervision of foreman or lab technician.
  9. May be required to do Class 6 packer inspector duties.
  10. The nature of this job requires flexibility in shift assignments and a willingness to work on any shift assigned.

## **Class 10 Master Anodize Operator**

- Duties Include:
1. All duties of Class 9 anodizing lead person.
  2. Train and direct the work force on assigned line with minimum supervision.
  3. Responsible for efficient operation, production, quality and smooth flow of parts and material on his/her job assignment.
  4. Make determinations and decisions as to above operation.
  5. Work under the direction of process technician or foreman.
  6. The nature of this job requires flexibility in shift assignments and a willingness to work on any shift assigned.

### **Class 11 Laboratory Group Leader**

- Duties Include:
1. Duties of Class 10 laboratory operator.
  2. Maintain inventory of chemicals, lab supplies, first aid equipment and other supplies in daily inventory.
  3. Build up required lab reagents.
  4. Assist in experimental work.
  5. Work with outside suppliers.
  6. Other duties of similar skill and nature relative to the lab operation.

### **Class 11 Packer Inspector Group Leader**

Job Posted

- Duties Include:
1. Duties of Class 10 packer inspector technician
  2. Train and direct work force with minimum supervision.
  3. Maintain clear and concise records of customer packing and inspection requirements.
  4. Assist in experimental work.
  5. Work with customers as needed.
  6. Other duties of similar skill and nature of the inspection process.

### **Class 11 Process Technician**

- Qualifications:
1. Knowledge of mathematics (high school or equivalent).
  2. Ability to maintain clear and concise records.
  3. Ability to interpret written and/or oral instruction.
  4. Ability to lead, train, instruct and direct all personnel in a proper manner.
  5. Flexibility in shift assignments and willingness to work any shift assignments.

- Duties Include:
1. Lead and direct all Classes in anodizing process.
  2. Computing of tank sizes, square feet, convert liquid to solid measurements, etc.
  3. Perform duties of Class 10 master anodize operator.
  4. Works as a direct assistant to the foreman.

### **Class 11 Utility Group Leader**

- Duties Include:
1. Knowledge of mathematics and ability to read and interpret customer specifications.
  2. Ability to keep clear and concise records of supplies, customer finish requirements and specifications.
  3. Ability to lead, train, instruct, and direct all personnel in a proper manner.
  4. Flexibility in shift assignment and willingness to work any shift assigned.
  5. Ability to finish parts as per customer requirements on mechanical finishes.
  6. Set up machines, wheels, etc. on all finishing equipment.
  7. Do repair and maintenance on equipment.
  8. Compute area, footage, counting of parts and recording of time operations.

9. Have a working knowledge of plant operations including duties as required by Class 10 master anodize operator.

### **Class 11 Shipping and Receiving Group Leader**

- Qualifications:
1. Must be neat in appearance and able to meet the public.
  2. Knowledge of mathematics (high school or equivalent).

- Duties Include:
1. Performs variety of duties relative to shipping, receiving and transportation of products, customer materials, supplies equipment and Company material.
  2. Responsible for receiving incoming shipments, loading and unloading trucks, banding and taping boxes, skids, etc. for shipping.
  3. Knowledge of customer requirements pertaining to packaging, labeling, routing of trucks and shipping destinations.
  4. Responsible for counting and verifying counts prior to shipping and relaying correct information to Company's office for the purpose of invoicing and proper shipping to customer via truck, UPS, etc.
  5. Be able to train and instruct in above areas.
  6. Cooperates and works under the direction of plant management officials and foremen.
  7. Flexibility in shift assignment and willingness to work any shift assigned.

### **Class 12 Chief Shipping and Receiving Personnel**

- Duties Include:
1. Workable knowledge of plant processes.
  2. Knowledge of mathematics and ability to read and interpret customer specifications.
  3. Ability to perform job requirements of Class 11 shipping and receiving group leader.
  4. Ability to lead, direct, and train in areas of shipping and receiving.
  5. Works under the direction of shift foremen and plant management officials.

### **Class 12 Laboratory Technician**

- Duties Include:
1. All duties of Class 11 laboratory group leader.
  2. Qualified to give technical assistance to foreman.
  3. Assist in training, instructing and directing all laboratory personnel.
  4. Assist the foreman in training of anodizing personnel as to laboratory processes and solution control.
  5. Assist in development and up dating process requirements.
  6. May be required to work split shifts at various time to fulfill job requirements.
  7. Work under direction of management officials.

## **Class 12 Chief Utility Personnel**

- Qualifications:
1. Ability to lead, train, direct and instruct all rack maintenance and tool machine operators.
  2. Ability to repair, install setup and operate all tool machines in the normal operation.
  3. Ability to weld aluminum, steel, etc.
  4. Ability to do carpentry work, minor electrical and mechanical repairs.
  5. Workable knowledge of plant processes.

- Duties Include:
1. Leading and performing all duties of the tool machine and rack maintenance operations.
  2. Machine maintenance, repairing, installing and setting up machines and fixtures.
  3. Welding of racks, equipment, fixtures and building dies when possible.

## **Class 12 Chief Process Technician**

- Duties Include:
1. Assist foreman in all areas of plant operations.
  2. Repair and maintain anodize equipment unless more skilled labor is required.
  3. May be required to assign work to all personnel.
  4. Ability to do carpentry work, minor electrical and mechanical repairs.
  5. Workable knowledge of plant processes.
  6. Assist in development and up dating process requirements.
  7. May be required to work split shifts at various times to fulfill job requirements.
  8. Work under direction of management officials.

# COMPANY RULES

Except as otherwise noted,

The **FIRST NOTICE** of violation of any of these rules shall be a written reprimand with the foreman's statement as to the violation. Copies will go to the employee and the Personnel Department.

The **SECOND NOTICE** of violation of any of these rules shall be a written reprimand with copies distributed as above. This step shall constitute cause for a three (3) day layoff.

A **THIRD NOTICE** of violation of any of these rules shall be a written reprimand with copies distributed as above. This step shall constitute cause for discharge.

A written reprimand shall be removed from the employee's records one (1) year from the date of its issuance.

All rules will be uniformly applied to all employees.

## I

1. An employee shall not leave his normal work area for other than authorized purposes during working hours without permission from his/her immediate supervisor or foreman.
2. Games or horseplay shall not be permitted on Company property during working hours.
3. An employee is not to be on the plant property other than in connection with his/her scheduled work without permission. Time registered before start and after end of work shift will not be paid for unless authorized in writing by management.
4. Employees are not to congregate during working hours for other than work purposes.
5. The telephone is not to be used without permission of the shift foreman or supervisor.
6. All safety rules must be followed.
7. Employees shall not restrict or encourage or sponsor the restriction of production.
8. Insubordination shall constitute cause for a three (3) day lay off or discharge depending on the infraction and/or the employee's work record.
9. The making of excessive scrap or causing excessive rework due to carelessness or negligence on the part of the employee will constitute an infraction of Company Rules and shall be cause for disciplinary action, which may be a three (3) day lay off or discharge, depending upon the degree of neglect and the amount of property ruined or requiring rework.

10. Negligence, abuse of, or malicious destruction of Company property by an employee, shall constitute cause for a three (3) day lay off, or discharge, depending on the value of property destroyed, production lost and other pertinent circumstances.
11. No employee shall leave the premises during his/her scheduled work shift unless permission is received from the foreman or immediate supervisor. First violation of this rule shall be cause for immediate lay off. Second violation of this rule shall be sufficient cause for discharge.

## II

Violation of the following rules will constitute cause for immediate discharge.

12. Drinking intoxicating liquor while working, or working while under the influence of intoxicating liquor.
13. Fighting on Company property, or any intentional act which inflicts bodily injury on anyone rightfully on Company property.
14. Intentionally punching another employee's time card or intentionally falsifying or causing time cards, production records, or other Company records to be falsified.
15. Falsifying application for employment, including medical history.
16. Stealing.
17. Carrying firearms or weapons on Company property.
18. Sleeping during a scheduled work shift.
19. Drug addiction.
20. Conviction of a felony.