

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**FABCON L.L.C.  
WESTFIELD, INDIANA**

**and**

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,  
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL  
AND SERVICE WORKERS INTERNATIONAL UNION**

**AFL-CIO-CLC**

**Effective between April 1, 2008 through March 31, 2011**

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This Agreement is made and entered into as of the 1st day of **April, 2008** by and between Fabcon L.L.C. for its Westfield, Indiana plant, located at 17701 Spring Mill Road, Westfield, Indiana (hereinafter referred to as the “Company,” or the “Employer”) for its current collective bargaining unit as described in paragraph 1 below and **UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO-CLC** hereinafter referred to as the “Union.”

ARTICLE 1  
RECOGNITION

1. The Company recognizes the Union as the sole collective bargaining representative for all regular employees of the Company within the job classifications listed in this Agreement, excluding all office and clerical employees, quality control employees, security guards, temporary employees, managerial and supervisory employees.

ARTICLE 2  
UNION SECURITY

2.           a. All employees of the Employer subject to the terms of this Agreement shall, as a condition of continued employment, become and remain members in good standing of the Union and all employees subsequently hired shall make application to become members in good standing of the Union upon completion of their probationary period. In “good standing” for the purposes of this Agreement is defined to mean the payment of standard uniform initiation fees and monthly dues applied to all members of the Union covered by this Agreement.
- b. It is the responsibility of the Union to inform its membership of its obligation under this Article.
- c. The Company agrees to provide to the Union, once every four months, the name, address, phone number, social security number, seniority date, wage rate, current job classification and date assigned to said classification. The Company agrees to make a reasonable effort to notify the Union of any changes in the above information between postings. Employees will be responsible for keeping all personnel information up-to-date.
- d. Any supervisor in the plant shall not perform work routinely performed by an employee in the bargaining unit except when an employee’s absence impacts production or during training of a bargaining unit employee.

ARTICLE 3  
CHECK OFF

3.           a. The Employer agrees to withhold such standard and uniform dues and initiation fees from the wages of employees who have completed their

probationary period, and who have delivered to the Employer a written authorization to make such deductions. Once a month, the Employer will send a check for the amount deducted, together with a list of the individuals for whom the deductions are made, to the International Secretary-Treasurer of the Union at 5 Gateway Center, Pittsburgh, PA 15222.

b. Union agrees that written notice shall be given to the Company at least one (1) week before any regular employee is to be removed from his or her employment by reason of his or her failure to maintain his or her membership in good standing in the Union.

c. The Union agrees to indemnify and hold the Employer harmless from any claim or liability which might arise for the Employer because of compliance with this provision.

#### ARTICLE 4 MANAGEMENT RIGHTS

4. All the rights, powers, prerogatives and authority the Company had prior to the execution of this Agreement, are retained by the Company and remain exclusively within the rights of management, except as expressly restricted by the provisions of this Agreement and are not subject to negotiations or to the grievance-arbitration procedure. The parties agree that they have specifically discussed each of these items and are in agreement that these are management rights which can be exclusively exercised by Management. Example of these rights, powers, prerogatives and authority of the Employer include, without being limited to, the right to determine qualifications for positions; to determine the number of employees; to select, hire, train, layoff, assign and reassign employees; to schedule work, to determine shift times, hours worked, including overtime, and the length of the workday and week; to determine performance and quality standards; to create, combine, modify, and/or abolish jobs, and job classifications; to evaluate employees' performance; to establish and modify reasonable rules and practices, including safety, disciplinary and work rules and practices; to determine the location, number and type of facilities and departments, and the number and nature of jobs, and job descriptions, to subcontract necessary work, to control and regulate the use of equipment; to establish and modify light duty programs or positions; and to direct and discipline the work force, including the right to reprimand, suspend and discharge employees for just cause and impose all other discipline, to establish and modify any lawful training programs.

#### ARTICLE 5 NO STRIKE – NO LOCKOUT

5. The Union agrees that there shall not be any strike, sympathy strike, stoppage of work, slow downs, boycotts, refusal to handle necessary work, picketing of the Employer's work sites covered by this Agreement or other interruption of work or interference with the Employer's operations during the term of this Agreement or any extension thereof; and the Employer agrees that there shall be no lockouts during the term of this Agreement or any extension thereof. Participation by any employee in any such practices prohibited by this section shall be considered just and reasonable cause for discharge or other disciplinary action by the Employer:

the fact of whether any employee participated in a violation of this provision will be subject to the grievance and arbitration procedure but not the discipline itself.

ARTICLE 6  
GRIEVANCE AND ARBITRATION PROCEDURES

6. The purpose of this Section is to provide the sole method for the settlement of complaints raised by any employee alleging that a specific provision of this Agreement has been violated. Such a complaint shall be defined as a grievance under this Agreement and must be presented and processed in accordance with the steps and time limits set forth. Employees who are in their probationary period are not entitled to use the grievance procedure.

7. All grievances shall be in writing and shall be filed within ten (10) working days of the occurrence of the facts or events that gave rise to that grievance. The written grievances, on a grievance form supplied by the Union, shall contain the name of the employee(s) affected, a statement of facts, including dates, the remedy sought, and the provisions of this Agreement said to have been violated. Any grievance not filed within this ten (10) day period shall be barred from further processing under the grievance and arbitration procedure. Any timely filed grievance which does not contain all of the above information shall not be processed or arbitrated further until such information is supplied. Employee shall conform their conduct to the supervisor's directives pending any later grievance resolution or remedy unless to do so would result in the employee performing an unsafe or unlawful act.

8. The parties agree that claims of violations of state/federal discrimination statutes will not be subject to the grievance/arbitration procedure.

9. The parties will attempt to resolve the grievance in the following manner:

a. Step 1. The aggrieved employee will meet with the plant manager to discuss the written grievance. The purpose of the meeting is for the grievant or union representative to describe the facts that gave rise to the grievance. A grievant may be represented by steward during such a discussion if he/she chooses. The plant manager will respond to the grievance within ten (10) working days of this discussion in writing.

b. Step 2. If the grievance is not satisfactorily resolved in Step 1, the grievance may be submitted to the **Regional Vice President** or his/her designate within five (5) working days of the plant manager's answer and it will be discussed with the Grievant and the Unit President. The **Regional Vice President** and/or his designate will respond, in writing, within five (5) working days of this meeting as to the disposition of the grievance.

c. Step 3. If the grievance is not satisfactorily resolved in Steps 1 or 2, the grievance may be appealed by the Union within ten (10) working days of the written response at Step 2 to a meeting between the **Regional Vice President** and/or his/her designee and a Representative of the International Union, the Unit President and the Grievant, if they wish to be present. This meeting shall take place within ten (10) days of the appeal to the third step of the procedure by the Union, unless mutually agreed by the **Regional Vice President** and the International Representative, to extend the time. The

**Regional Vice President** or his designee shall respond in writing within ten (10) days of the meeting as to the Company's position in regard to the grievance. This response shall be mailed to the International Representative and a copy shall also go to the Unit President.

d. "Working days" referenced in this article are defined as Monday through Friday and exclude Saturdays and Sundays.

10. If the parties are unable to resolve the grievance, the Union may initiate arbitration proceedings by giving written notice to the Employer within ten (10) days of written notice from the Employer that the grievance has been denied. In the event the representatives of the Employer and the Union fail to agree upon the selection of an arbitrator within three (3) working days of their first discussion on the matter, the Federal Mediation and Conciliation Service may be requested by either party to submit a list of seven (7) persons from which the arbitrator shall be selected by mutual agreement of the Employer and Union representatives. In the event of failure to agree on any one of the names submitted, the Union and the Employer shall each strike off names alternately and the person remaining shall be appointed the Arbitrator. If either party is dissatisfied with the list submitted it can notify the other party and obtain a new list.

11. All fees and expenses of the arbitration shall be shared equally by the Union and the Employer.

12. All decisions of the Arbitrator made within the scope of the submission and within the authority of the Arbitrator as defined herein shall be final and binding on the Employer, the Union, and the employees(s) as provided by existing law and as described in this Agreement.

13. The Arbitrator shall have no right to require the employer, the union or any employee of the employer to do any act that is not required by law or which is beyond the authority of the arbitrator.

14. The Arbitrator shall be without power to change, alter, or amend the language of this Agreement or any written supplement hereto or to set or change any wage rate or other benefit, or apply any governmental administrative rule, decision, or regulation.

15. In case of a grievance involving loss of time or wages or any other claimed indebtedness, the parties may agree to, or the Arbitrator may order reinstatement and/or back wages in an amount not to exceed the amount actually lost by the aggrieved party and in no event will the amount ordered be retroactive for any period prior to thirty (30) days before the date when the grievance was first presented in writing. "Wages," within the meaning of this Article shall mean all wages lost by the employee due to the violation of the Agreement by the Employer and shall include in its interpretation: vacation pay, holiday pay, overtime pay if the question in arbitration involves such items less interim income from any other source,

ARTICLE 7  
SENIORITY

16. Seniority shall mean continuing length of service with the Company in the Westfield plant from the first day of work in a job covered by this Agreement after completion of probation:

17. Seniority rights shall prevail in the following matters only:
- a. Scheduling a vacation time according to house rules,
  - b. Layoff and recall.
  - c. Shift selection as defined in Article 18.

18. Any controversy over the seniority standing of any employee on the seniority list shall be referred to the Union and the Employer for settlement. **Employees with the same date of hire shall have seniority preference based on alphabetical order (from A to Z) of their last name as of the first date of hire.**

19. The Company shall recognize the right of senior employees to utilize their seniority to bump a less senior employee in any department at the Westfield facilities in the event of a layoff or reduction. The senior employee shall be provided a minimum of fifteen (15) working days training to learn the new job. The training may be extended by mutual agreement. The employee being bumped may utilize their seniority rights to bump a less senior employee anywhere in the facility. Due to special circumstances relative to business requirements, the Company and the Union shall meet and confer to attempt to work out a resolution. If the rate of pay is lower, they go to the lower rate of pay.

20. **All employees hired on or after the effective date of this Agreement will be considered to be full-time active employees in a probationary period which extends for the first (120) calendar days. A probationary employee shall not acquire rights of seniority for re-employment in the event of a layoff or discharge. A probationary employee may be terminated at any time during his or her probationary period at the discretion of the Company, and there shall be no recourse to the grievance and arbitration procedure contained in the Agreement or otherwise. When the probationary period has been completed, the employee will receive seniority retroactive to the date of hire. A probationary employee will be not be subject to the contractual provisions unless specifically so provided in the provisions of this Agreement.**

- a. Temporary employees defined as those hired for special projects for up to ninety (90) calendar days will, if hired as regular employees, be given credit for the working time against their probationary period. Such temporary employees will not be used to displace regular employees for their normal straight-time hours unless regular employees are not qualified for the work to be done. **Temporary employees shall receive the applicable starting rate, as defined in Article 15, however the rate progression does not apply to temporary employees.**

b. The Employer will provide the Union with a monthly list of the names of new employees who have completed their probation.

c. Probationary and temporary employees will be paid at the starting rate provided in paragraph 53.

21. The seniority of an employee shall terminate along with any employment rights if any of the following occurs:

a. If the employee quits.

b. If the employee is discharged for just cause.

c. If the employee is laid off for a period which exceeds nine (9) consecutive months.

d. If the employee takes leave of absence without written permission of the Employer or fails to report for work upon the expiration of a leave of absence unless he/she, provides a reason for the absence.

e. Is absent for two (2) consecutive days without notifying the Company of a reason for the absence which is acceptable to the Company.

22. He/she fails to report for work within five (5) working days after being recalled from layoff by certified mail to the employee's address of record unless his failure to report is due to reasons satisfactory to management. It is the employee's obligation to notify management when leaving town during a layoff period so he can be located for recall and of any change of address in order to be subject to recall.

## ARTICLE 8 LEAVE OF ABSENCE

23. Any employee desiring leave of absence from the job for personal reasons (including union business) for good cause shown, for a period not to exceed one (1) month, shall secure written permission from the Employer. Failure to comply with this provision shall result in the complete loss of seniority rights of the employee involved. Extensions of a leave will be by mutual consent and will be documented in writing. Leaves for personal reasons will not exceed more than thirty (30) days in any twelve (12) month period, nor will the employee take another job during the leave,

24. Leaves for medical reasons will be granted pursuant to Family Medical Leave Act of 1993.

a. **Seniority will continue to accrue for all leaves of absence.**

25. Union Leaves of Absence. Where union members are elected on a full-time basis, either by the Local Union, or the District, they will be granted a leave of absence by the Company. At the end of such leave, employees shall return to the position they held prior to the start of the leave, provided such employee is qualified to perform the work. The Company will

only grant a leave of absence on a full-time basis to one (1) employee at a time. Time off to prepare for contract negotiation by members of the Union's negotiating committee will not be unreasonably withheld taking into consideration the company's operational needs. No more than three (3) employees will be granted time off and no more than two (2) days each. At least one week advance notice will be required for this time off.

26. All of the above leaves of absence, including medical leave, are granted subject to the following conditions:

a. The return of any employee to work before the expiration of his leave of absence is at the option of the management.

b. Any employee who fails to report to work on the date of expiration of the leave shall be considered as having voluntarily quit unless he provides a reasonable reason for his absence.

c. If upon the expiration of a leave of absence there is no work available in his/her classification for the employee in line with his seniority or if the employee would otherwise have been subject to layoff according to seniority during the period of the leave, the period which breaks seniority shall start from the date of the expiration of the leave.

#### ARTICLE 9 JURY DUTY

27. An employee directed to report for jury duty will be paid the difference between their normal eight (8) hour day at the regular rate of pay for time lost and the amount paid to the employee for the jury service. Payment will be made upon the employee submitting proof of payment from the governing body. The payment from the Employer and the governing body will not exceed forty (40) hours of straight time pay per week.

#### ARTICLE 10 FUNERAL LEAVE

28. In the event of a death in an employee's immediate family defined as spouse, children, parents, sister, or brother, mother-in-law, father-in-law, grandchildren and employee's grandparents, up to three (3) days leave with pay, or one (1) day with pay for the employee's spouse's grandparents, will be granted for the purpose of attending the funeral or making arrangements for the funeral, provided that the days are regularly scheduled work days, and only work days lost shall be paid. Such paid leave time will not be considered time worked for overtime payment purposes.

#### ARTICLE 11 MILITARY SERVICE

29. Any employee who is inducted into military service under the provisions of the Uniformed Services Employment and Re-employment Rights Act of 1994, as amended, shall be entitled to reemployment as required by the provisions of said Act and any other applicable laws.

ARTICLE 12  
VACATION

30. Current employees as of the effective date of this Agreement will be granted vacation time off according to the following schedule:

Length of Services Vacation Time Earned

6-2/3 hours for each full month of employment- For example, a person who completes the **probationary** period and then works **5** full months prior to December 31 earns 9 x 6-2/3 hours per month, or 60 hours of vacation for the following year.

1 full year by December 31 ten (10) working days.

After three (3) full years twelve (12) working days.

After five (5) full years fourteen (14) working days.

After seven (7) full years fifteen (15) working days.

31. One person per department per week shall be allowed off on vacation. Seniority shall prevail in scheduling of vacations from January 1-31. From February 1 through December 31, the first employee to request the vacation time shall receive it. Nothing shall prevent the Company from granting vacation time over and above the above limit should business conditions allow. Employees may with mutual agreement of the Company and the employees involved trade shifts in order to gain vacation time, provided they can perform the work.

32. Employees will receive vacation pay for each week of vacation based on the average number of straight time hours worked in the fifty-two (52) weeks worked prior to their vacation up to a maximum of forty (40) hours.

33. Vacation will not be carried over from year to year. Unused vacation will be paid **out on the first check of the following year.**

34. Vacations are earned from January 1 through December 31 of each calendar year. Vacations are taken in the year following the year they are earned (for example, vacation earned in 2007 may not be taken until after January 1, 2008). Vacation time must be scheduled and approved in advance by your supervisor according to the vacation selection procedure.

35. Employees whose employment is terminated will be paid for any unused vacation earned through the previous December 31, plus any earned during the current year. Employees whose employment terminates prior to completing the **probationary** period will not receive any vacation pay.

36. Employees will be allowed to take vacation in one (1) day increments provided they give three (3) days' notice of the intent to take a vacation day. Management reserves the

right to restrict the granting of such one (1) day vacations based on operational needs existing at the time. Employees may choose to take one (1) week of pay in lieu of vacation time.

37. Once an employee has submitted for a vacation (full week) and the vacation is approved, the employee will not be scheduled for mandatory overtime on the **two (2) days** before or the **two (2) days** after the vacation week.

ARTICLE 13  
HOLIDAYS

38. All regular payroll employees, after completing their probationary period of employment, will be paid for the following named holidays not worked.

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
Christmas Day	

39. When any of the above enumerated holidays falls on a Saturday, Friday shall be observed as such holiday. When the holiday falls on a Sunday, Monday shall be observed as such holiday.

40. Absence from employment on either the scheduled workday immediately preceding the holiday or the scheduled workday immediately following the holiday, or any portion of said days, for any reason shall disqualify an employee for holiday pay, except that an employee will not be disqualified for holiday pay if 1) failure to work such full prior and subsequent days is due to being laid off less than two (2) days before the holiday; 2) illness or injury substantiated by medical documentation signed by a physician or 3) Acts of God.

41. Basis of pay for recognized holidays not worked and for time worked on holidays:

a. Regular payroll employees who do not work on the holiday but who are entitled to holiday pay on the basis of the foregoing, will receive eight (8) hours of straight time wage rates.

b. An employee who is on a regular paid vacation when a holiday occurs shall, at the option of the employee, receive either an additional day off with pay or pay for the holiday in lieu thereof. The employee must designate at the time of his/her vacation is scheduled in his/her holiday option in accordance with house rules.

c. Regular employees who are required to work on any of the recognized holidays shall receive their regular straight time hourly wage for the actual hours worked on such holidays in addition to the holiday pay as provided for in the foregoing.

d. Holiday pay will not be considered time worked for overtime pay purposes.

ARTICLE 14  
HOURS OF WORK – OVERTIME PAY

42. The Company work week is as follows: **Any shift starting prior to 12AM on Monday will be paid on the current week's check. Any shift starting after 12AM Monday will be paid on the following week's check. This includes all hours worked for that shift.**

43. Employees will be paid time and one-half of the contract rate for all hours in the work week over forty (40) hours or over ten (10) hours in a day.

44. There is no guarantee of a number of hours per day, per week or any other period, except that employees reporting to work without notice not to report shall be guaranteed two (2) hours of work.

45. Employees will be allowed an unpaid thirty (30) minute lunch break to be scheduled by supervisor.

46. Two (2) ten (10) minute paid rest breaks will be allowed and scheduled by supervisor during the work shift, one (1) in the morning and one (1) in the afternoon. An additional ten (10) minutes paid rest break will be allowed during four (4) hours of overtime work.

47. All scheduled overtime will be posted by Thursday **3 pm** for work on Saturday and by Friday noon for work Sunday of that week. Any scheduled daily overtime shall be posted twenty-four (24) hours in advance of being worked whenever possible.

48. All voluntary overtime shall be first offered to the senior, qualified employee within the department the overtime is to be worked.

49. When possible, voluntary overtime shall be posted three (3) days prior to availability.

50. Junior employees shall be required to work if there are not enough volunteers.

51. Call ins or call backs shall have a minimum of two (2) hours at the appropriate rate. Employee must keep their phone numbers up-to-date to be eligible for a minimum call-in or call back.

ARTICLE 15  
RATES OF PAY

52. Rate Progression:

	<b>Current</b>	<b>1/1/2009</b>	<b>1/1/2010</b>	<b>1/1/2011</b>
Start	\$13.50	\$13.95	\$14.45	\$14.95
30 days	\$14.00	\$14.45	\$14.95	\$15.45
60 days	\$14.50	\$14.95	\$15.45	\$15.95
90 days	\$15.00	\$15.45	\$15.95	\$16.45
6 months	\$15.50	\$15.95	\$16.45	\$16.95
12 months	\$16.00	\$16.45	\$16.95	\$17.45
18 months	\$16.50	\$16.95	\$17.45	\$17.95
24 months	\$17.50	\$17.95	\$18.45	\$18.95
30 months	\$18.50	\$18.95	\$19.45	\$19.95

Lead Pay - sixty cents (60¢) over base rate for that job.

Premium Pay - thirty cents (30¢) for the following positions:

Resaw/Ground	Stripping – Crane Saw	Yard Crane Operators
Casting Operator	Casting Batch Operator	

Maintenance Premium Pay

<b>Current</b>	<b>1/1/2009</b>	<b>1/1/2010</b>
\$.30/hr	\$.50/hr	\$.60/hr

(a) When employees are transferred from these premium jobs and replaced by a foreman for the convenience of the employer, such employee will continue to receive their premium rate for the balance of the shift.

53. All employees working the Stripping Crew will be paid forty cents (40¢) per hour premium above their regular straight time hourly rate of pay. The Layout and Blockout Crew shall be paid thirty cents (30¢) per hour shift premium.

ARTICLE 16  
BENEFIT PLANS

54. All regular employees after completing their probation period will be covered by the following insured plans:

- a. Group Life insurance:  
Twice the amount earned in 2080 hours at the employee’s contractual rate.

b. Short Term Disability:  
 (\$350.00 per week April 1, 2008) (\$375.00 per week April 1, 2009) (\$400.00 per week April 1, 2010) (first day of accident, eighth day of illness) for a maximum of 13 weeks. (Under the plan currently administered by Fortis Benefit Insurance Co.)

c. Medical:  
**For the period of 4/1/08 through 12/31/08, the current benefit levels, deductibles, and out-of-pocket maximums will remain as the current plan.**

**For the period of 4/1/08 through 12/31/08, the employee contributions dated 5/1/07 will remain unchanged.**

**Effective 1/1/09, the Fabcon Employee Benefits Plan in effect 1/1/08, the benefit levels, deductibles and out-of-pocket maximum as stated in the plans shall remain in effect for the life of the Agreement unless any changes are mutually agreed upon in writing by the parties.**

Employee will pay the following monthly amounts toward health insurance costs.

**H S A (Health Savings Account)**

	<u>1/1/2009</u>		<u>1/1/2010</u>		<u>1/1/2011</u>	
	<b>Wellness</b>	<b>No Wellness</b>	<b>Wellness</b>	<b>No Wellness</b>	<b>Wellness</b>	<b>No Wellness</b>
Single	\$0	\$25	\$10	\$35	\$15	\$40
Family	\$0	\$75	\$20	\$95	\$30	\$110

**BRONZE**

	<u>1/1/2009</u>		<u>1/1/2010</u>		<u>1/1/2011</u>	
	<b>Wellness</b>	<b>No Wellness</b>	<b>Wellness</b>	<b>No Wellness</b>	<b>Wellness</b>	<b>No Wellness</b>
Single	\$13	\$42	\$20	\$48	\$25	\$55
Family	\$39	\$126	\$60	\$145	\$75	\$165

**SILVER**

	<u>1/1/2009</u>		<u>1/1/2010</u>		<u>1/1/2011</u>	
	<b>Wellness</b>	<b>No Wellness</b>	<b>Wellness</b>	<b>No Wellness</b>	<b>Wellness</b>	<b>No Wellness</b>
Single	\$48	\$95	\$55	\$110	\$63	\$125
Family	\$144	\$285	\$165	\$330	\$189	\$375

d. Dental Program:  
 At an employee's option, to be made annually, employees choosing to participate will pay:

**DENTAL**

	<u>1/1/2009</u>	<u>1/1/2010</u>	<u>1/1/2011</u>
Single	\$12	\$14	\$16
Family	\$30	\$33	\$36

**Employer to contribute to the H S A account \$450.00 each year according to plan schedule.**

All of these plans are subject to detailed plan documents and those documents control over this Agreement as to benefits available and procedures to be used in providing benefits.

ARTICLE 17  
401(K) PLAN

55. The Company will contribute to a 401K Plan at the end of each full calendar quarter following the ratification of this Agreement for each qualified employee on the following basis:

- a. Twenty-five (25%) of the first six percent (6%) of the straight time compensation deferred to the Plan by each qualified employee.

ARTICLE 18  
BIDDING PROCEDURES

56. Bidding Procedures:

- a. All job openings shall be posted for a period of **seven (7) calendar days**. **Posted job openings in the maintenance department shall include the hours of work (am or pm shift) available for the opening.** Any employee shall be provided the opportunity to pre-bid jobs prior to leaving on vacation, sick leave, leave of absence or military duty. If there is more than one (1) bidder for the vacancy, **overall plant seniority will** be utilized to determine the **bid winner**. The Company shall have up to **fifteen (15) days** in which to actually transfer the **winning** bidder to the new position.
- b. The successful bidder shall have **fifteen (15) days** to learn the new position. If the employee fails to learn the new position within the **fifteen (15) days**, they shall be returned to their former position as if they had never left. The next bidder on the original bid sheet shall then be offered the position of the original job up for bid. **Any wage changes will be made immediately upon moving to the new position.**
- c. **If the Company seeks to fill the position, it shall fill the bidder's position temporarily**, and the bidder's position shall then be posted.
- d. Employees will only be able to transfer to a new job under this bidding procedure once each six months. **Employees may not choose to decline bid once posting has closed and bid is awarded.**
- e. Employees shall be given as much advance notice as possible prior to any shift change.

ARTICLE 19  
DISCIPLINE AND DISCHARGE

57. The Employer shall not discipline or discharge any employee except for just cause. If the employee feels that he has been unjustly disciplined discharged, he or she may file a grievance under the grievance procedure. Such protest to be valid for consideration, shall be in writing, delivered to the Employer within ten (10) calendar days of the discipline or discharge.

58. Except in aggravated circumstances, a discharge will be proceeded by a disciplinary suspension during which the conduct of the employee will be investigated and the employee will be allowed to present his/her reasons why a discharge should not be assessed. A union representative shall be present during employee's discussion of the reasons that a discharge should not be assessed if the employee requests such a representative to be present and the representative is available on a timely basis. Thereafter, the company will make a determination as to whether the suspension will be terminated, extended or converted into a termination.

59. Disciplinary action over eighteen months old will not be considered in assessing additional disciplinary action to an employee if no other disciplinary action of any kind has been assessed to the individual during the eighteen month period.

ARTICLE 20  
DRUG AND ALCOHOL TESTING

60. The Employer has adopted a **Substance Abuse Program and Policy** dated **February 2008** and will administer it according to Minnesota law.

61. The Employer's current policy for testing will remain in effect for the life of this Agreement. A copy of said policy will be given to Union. (Also see attached Side Letter)

ARTICLE 21  
INTERNATIONAL REPRESENTATIVE AND BULLETIN BOARDS

62. The International Representative or an authorized agent of the Union shall be permitted to visit the place of employment of an employee at any time for the purpose of administering matters involved in this Agreement. However, such International Representative or authorized agent of the Union shall not interfere with the operations of the Company, and shall call ahead of time to make arrangements and state the purpose of the visit when making the appointment to the Regional Vice President or his delegate.

63. The Union will be allowed to place notices of union business on the current employee bulletin board. Notices so posted will not be of a value to discourage employer-employee cooperation or damage to labor relations or they will be removed.

ARTICLE 22  
UNION REPRESENTATIVES

64. **The Company will recognize the right of the union to designate three (3) Unit Grievers, plus the Unit President and Unit Vice-President.** The union will notify the Company in writing of the names of the Unit Grievers, Unit President and Unit Vice-President. The Unit Grievers, Unit President or Unit Vice-President shall be provided time away from their jobs to investigate grievances or complaints with the permission of their supervisor. The supervisor shall not unreasonably withhold permission to investigate grievances or complaints.

ARTICLE 23  
SAFETY

65. The Company shall continue to make reasonable provisions for the safety and health of its employees at the plant during their employment.

66. The Company will provide protective devices and wearing apparel defined as helmet, safety glasses and gloves necessary to properly safeguard the health of employees. It is understood and agreed that employees shall abide by known safety and health rules established by the Company.

67. The Company will pay for one (1) pair of prescription safety glasses per year and the employee will have a choice of frames selected by the Company for both prescription and plano lenses.

68. The Company will reimburse employees up to a total of one hundred dollars(\$100.00) for the purchase of safety boots once each year, upon the presentation of receipt(s) for such purchase. Reimbursement may include more than one pair of boots.

69. A Safety Committee consisting of three (3) members appointed by the Union and three (3) members appointed by Management. The Safety Committee shall hold meetings at least monthly, and minutes of such meetings shall be recorded and distributed to the Unit President and Regional Vice President. The Committee shall engage in safety tours of the plant at least quarterly, and findings on this tour shall be recorded with copies provided to the Unit President and the Regional Vice President. Time consumed on committee work by the Committee member(s) designated by the Union shall be considered hours worked and so compensated. The function and purpose of this Committee shall be to provide the safest possible workplace for the employees of the Company. Any Committee member shall have the authority to call an EMERGENCY session of the Committee at any time. The Union shall designate a Chairman from its three (3) appointed members and the Chairman shall accompany any official(s) from any Government agency whom may tour the facility in regard to Health or Safety. **Management or the Unit President may request the other party remove one of their Members of the Safety Committee.**

70. A new safety incentive plan will be developed and implemented by January 1, 2003. The awards program may change from time to time as determined necessary by the Company.

ARTICLE 24  
COMPLETE AGREEMENT

71. The parties hereby acknowledge and affirm that during the negotiations which led to this Agreement, each of them had the unlimited right and opportunity to formulate demands and proposals with respect to all subjects or matters not excluded by law from collective bargaining and that all decisions and covenants reached by them through the use of such rights and opportunities appear in this Agreement except those rules of conduct, safety or operations that the Company will adopt as necessary from time to time. Any duty to negotiate concerning any such subjects is hereby waived by the Company and the Union for the term of this Agreement. Additionally, it is agreed that no demands or claims based on matters not maintained in this Agreement will be made during the life this Agreement. However, nothing in this clause precludes the parties from making changes in this Agreement by mutual consent upon written request by one party and written acceptance by the other party,

72. The parties also specifically agree that all agreements, precedents and practices of any kind are effective and existing only to the extent they are expressly set forth in the terms of this Agreement or on written addendum to this Agreement signed by both parties. The parties specifically agree that the Employee Handbook dated May 1, 1995, is replaced by the Collective Bargaining Agreement and that none of its provisions will be applicable to employees covered by this Agreement, except as specifically incorporated into this Agreement.

ARTICLE 25  
SEPARABILITY AND SAVINGS

73. Nothing contained in this Agreement shall be deemed or construed to require, directly or indirectly, the Employer or Union to do anything inconsistent with the laws, orders, regulations, rules, or decisions of any competent governmental agency (local, state, or federal) having jurisdiction over the Employer's business.

74. If any part of this Agreement is held invalid by operation of law or by any tribunal of authoritative legal jurisdiction, or if compliance with or enforcement of any wording should be restrained by such tribunal pending a final determination as to its validity, the remainder of the Agreement, or the application of such wording to persons or circumstances, other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE 26  
MISCELLANEOUS

75. Company agrees to provide the Union a glass enclosed locking bulletin board on which to post notices.

**ARTICLE 27**  
**NONDISCRIMINATION**

76. The provisions of this Agreement shall be applied to all employees without regard to race, color, sex, age, religious creed, marital status, national origin, military service, disability as defined by the American Disability Act, and with regard to all applicable Federal and/or State Laws.

**ARTICLE 28**  
**TERM OF AGREEMENT**

77. Terms of Agreement This Agreement shall remain in full force from **April 1, 2008** through **March 31, 2011** and shall automatically continue year-to-year thereafter until and unless either party serves written notice upon the other party (60) days prior to **March 31, 2011**, or prior to any subsequent annual expiration date, that changes are desired.

**UNITED STEEL, PAPER and FORESTRY,  
RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL and SERVICE  
WORKERS INTERNATIONAL UNION  
on behalf of its Local Union 1999**

**FABCON L.L.C.  
Westfield, Indiana Plant**

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Leo W. Gerard, International President

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Michael Le Jeune, CEO/President

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James D. English, Intl Secretary-Treasurer

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Robert Clark, Regional VP IN Operations

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Leon Lynch, Intl VP (Human Affairs)

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Tracy Engstrand, Director of HR

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Tom Conrad, Intl VP (Administrative)

---

Kevin L. Hammonds, HR Generalist IN/OH

---

James Robinson, Director – District 7

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James C. Adcock, Staff Representative

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Rhett Richardson, Unit President

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Anthony Glassburn, Unit Vice President

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Ruben Hernandez, Negotiating Committee

## **Attendance Policy 13 Point System**

### **Tardies**

Less than 1/2 hour - 1/2 point

More than 1/2 hour - 1 point

### **Absences**

1. Two (2) points for each chargeable absence
2. No call in – 2 points (first), 4 points (second), 3<sup>rd</sup> (6 points and one week suspension). A call received after the start of the shift is a no call.
3. Points assessed per the provision of this policy shall be removed from an employees record on a rolling fifteen (15) month basis (i.e. the amount of points assessed for an absence are removed from an employee's record after they are 15 months old).
4. Inclement weather conditions and traffic situations will be taken into consideration if applicable (State/County police records- roads)(National Weather Service – Weather Conditions).
5. Employees leaving early shall be assessed 1 point
6. If 13 points are accumulated, termination shall result.
7. There shall be a ½ point deduction for every thirty (30) calendar days worked without a chargeable absence.

Letter of Understanding  
Maintenance Job Bidding

The parties have agreed to the following in applying paragraph 55 to maintenance job bids.

- a. Only employees with demonstrated maintenance skills, abilities, and experience are eligible bidders for maintenance vacancies.
- b. If there is no successful bidder, the Company may hire a new employee to fill the open bargaining unit position.
- c. Current employees and new employees shall be subject to the same conditions as listed below.
  - 1. **Test Score.** The parties agree to contact local technical schools for the purpose of securing a maintenance “aptitude” test for use at the Westfield plant. The Company and Union will review the available test, for the purpose of agreeing upon a test that measures the ability of a potential bidder into a maintenance job.

Employees that bid on a maintenance job, in accordance with Article 18 Bidding Procedure must obtain a passing grade of 70% on the “aptitude” test to be eligible for the posted job. Failure of a bidder or new hire to achieve 70% makes the employee ineligible.

Current employees working in maintenance jobs shall not be subject to any testing or minimum prior experience. (As of April 1, 2002.)

**Employees may take maintenance test no more than one (1) time per job posting and no more than one (1) time in a three (3) month period.**

- 2. **Prior Maintenance History.** In addition to the required “aptitude” test, current employees not already working in maintenance jobs or newly hired employees desiring to fill a maintenance vacancy must provide documentation of a minimum of one (1) year demonstrated prior maintenance job history or maintenance related schooling.
- 3. In the event more than one (1) bargaining unit employee has a minimum of 70% test score and the minimum experience required in #2 above, the employee with the greatest plant seniority shall be give preference.

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
For the Employer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Letter of Understanding  
“Students”

1. When a full-time employee attends a college or technical school, at least on a one-half time basis, the Company will endeavor to handle his/her job assignment as follows:
  - a. Students will be allowed to retain his/her shift assignment as established at the start of the school year unless the shift or job assignment is eliminated.
  - b. The student shall have the option of a voluntary lay-off to preserve his/her school status.
  - c. The student will provide a documented schedule from school at the start of the school year.
  - d. Changes in the student course schedule will not necessarily result in a change in the shift assignment.
  - e. Students must notify the Company immediately if they discontinue school.

\_\_\_\_\_

For the Union

Date: \_\_\_\_\_

\_\_\_\_\_

For the Employer

Date: \_\_\_\_\_

Side Letter  
Drug/Alcohol Testing

The parties have agreed:

1. All Fabcon facilities and all Fabcon employees (bargaining unit and non-bargaining employees) in “safety sensitive” positions as provided by **Fabcon, Inc., Substance Abuse Program and Policy dated February 2008**, shall be included in the random testing pool.
2. The random draw for drug/alcohol testing shall be performed by an outside company. No representative of Fabcon shall participate in the random draw process.
3. The random drawing shall not take place more often than one (1) time in a calendar quarter. A calendar quarter is defined as: 1<sup>st</sup> quarter January through March, 2<sup>nd</sup> quarter April through June, 3<sup>rd</sup> quarter July through September, and 4<sup>th</sup> quarter October through December.
4. Employees who test positive shall be handled, as is the policy in accordance with Article 20 of the Agreement.