

**AGREEMENT**

**BETWEEN**

**MIDAMERICA EXTRUSIONS**

**AND**

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

**AFL-CIO, LOCAL UNION NO. 1999**

**2009 – 2012**

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## **AGREEMENT**

This Agreement made and entered into by and between MidAmerica Extrusions, Indianapolis, Indiana (hereinafter referred to as the “Company”) and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, on behalf of its Local Union No. 1999 (hereinafter referred to as the “Union”).

### **WITNESSETH THAT:**

Whereas, the Union has been certified by the National Labor Relations Board as the collective bargaining representative for all production and maintenance employees of the Company at its existing Indianapolis, Indiana plant within a unit more particularly described in Section 1 of Article 1 below, and

Whereas, the Company and the Union have engaged in collective bargaining as a result of which agreement has been reached.

Now, therefore, it is agreed between the Parties hereto as follows:

### **ARTICLE I—RECOGNITION AND BARGAINING**

SECTION 1. Recognition. The Company hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining of all its production and maintenance employees, including regular part-time employees and truck drivers, but excluding all office clerical employees, all professional employees, all technical employees, all guards and supervisors as defined in the National Labor Relations Act at the plant as defined in Article I, Section 2, below, with respect to rates of pay, wages, hours of employment and other conditions of employment.

SECTION 2. Definition of Plant. The term “plant” as used herein shall mean existing plant of the Company now located at 4925 Aluminum Drive, Indianapolis, Indiana, as long as they remain located in the Indianapolis, Indiana area. The term “plant” shall not include and the provisions of this Agreement shall not apply to any operations of the Company at any plants or locations other than the plant and location defined above, except that in the event the Company establishes a new plant or plants within Marion County, Indiana, this Agreement shall include and its provisions apply to such operations at such plant or plants.

SECTION 3. Definition of Employee. The term “employee”, as used in this Agreement shall mean those persons working at the plant defined in Section 2 above and within the bargaining unit for which the Union has been recognized as the exclusive bargaining agent.

### **ARTICLE II—UNION SECURITY**

SECTION 1. General Employees are entitled to be active on behalf of the Union or to refrain from such activity. Neither the Company nor the Union will interfere with such rights of the

employees. Neither the Union nor its members shall solicit Union membership or conduct Union activities on Company time.

## SECTION 2. Union Membership.

A. Employees who, upon the effective date of this Agreement, are members of the Union in good standing in accord with the Constitution and By-laws of the Union, and those employees who may thereafter become members during the term of this Agreement, shall, as a condition of employment, maintain their membership in the Union by the tender of periodic dues and the initiation fees uniformly required by said Union as a condition of acquiring or retaining membership therein.

Should the above provision be unenforceable for any reason, then, to the extent permitted by law, each employee who would be required to acquire or maintain membership in the Union if the provision in Section 1 above could lawfully be enforced, and who fails voluntarily to acquire or maintain membership in the Union, shall be required, as a condition of employment, beginning on the 30<sup>th</sup> day following the beginning of such employment or the effective date, whichever is later, to pay the Union each month a service charge as a contribution towards the Union's collective Bargaining representative expenses. The amount of the service charge, including an initiation fee if applicable, shall be as designated by the Union's International Secretary-Treasurer.

B. Employees who are hired shall, as a condition of employment, become members of the Union after completing their probationary period and shall thereafter maintain their membership in the Union in good standing by prompt payment of dues during the remainder of the term of this Agreement.

## SECTION 3. Dues.

A. Union Dues will be deducted monthly. Dues will be sent to the Union monthly.

B. If any present or future member of the Union is deprived by the Union of his or her membership for any reason other than the non-payment of Union dues, such employee shall not be subject to discharge by reason of the provision of this Section of the Agreement and the failure of the Company to discharge such employee shall not subject it to any claim by the Union of a breach of this Agreement by the Company.

C. The Company and the Union agree that on the tenth (10<sup>th</sup>) day of each month, the Union shall notify the Company, in writing, of the name of each employee who on such date is in arrears in his or hers dues as much as thirty (30) days. Such notice shall be signed by the President and Financial Secretary of the Union and such notice shall certify that it contains the names of all employees who at that time are in arrears as much as thirty (30) days. Each employee whose name appears upon the thirty (30) day list shall have a thirty (30) day period of grace, beginning with the date such list is furnished the Company, within which to remove the arrearage. No employee shall be discharged for failure to maintain his or her membership pursuant to this Section unless the Union has given the notice required by this Section in regard to such employee and unless he or she has failed to remove such arrearage within the grace period.

SECTION 4. Withholding. The Company, for each employee within the unit represented by the Union who submits an individually signed authorization, will deduct from the pay of such employee and transmit to the Union such periodic dues and initiation fees as are uniformly required by the Union as a condition of acquiring or retaining membership therein which shall hereafter become due and payable.

SECTION 5. USW PAC.

A. The Company agrees that it will check off and transmit to the Treasurer of the United Steelworkers Political Action Committee (USW PAC) voluntary contributions to the USW Political Action Fund from the earnings of those employees who voluntarily authorize such contributions on forms provided for that purpose by the USW PAC. The amount and timing of such checkoff deductions and the transmittal of such voluntary contributions shall be as specified in such forms and in conformance with any applicable state or federal statute.

B. The signing of such USW PAC checkoff form and the making of such voluntary annual contributions are not conditions of membership in the Union or of employment with the Company.

C. The United Steelworkers Political Action Committee supports various candidates for federal and other elective office, is connected with the United Steelworkers of America, a labor organization, and solicits and accepts only voluntary contributions, which are deposited in an account separate and segregated from the dues fund of the Union, in its own fund raising efforts and in joint fund raising efforts with the AFL-CIO and its Committee on Political Education.

SECTION 6. Indemnification. 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 purposes of complying with any of the provisions of this Article.

**ARTICLE III-NO DISCRIMINATION**

It is agreed that neither the Company nor the Union will discriminate as set forth in the applicable Federal Statutes, against any employee on the basis of race, color, religion, age, sex, national origin, handicap or veteran status as required by law, in regard to hiring, firing, promotion, or any other term or condition of employment. It is further agreed that the Union, pursuant to its Constitution and By-laws, will not discriminate against any employee in regard to Union membership or office on any basis referred to in the foregoing provisions of this Section. It is understood that when reference is made in this Agreement to "he" or "him" the intent is to include all employees in the bargaining unit regardless of gender.

**ARTICLE IV-MANAGEMENT RIGHTS**

SECTION 1. General. The management of the Company's operations and direction of working forces, including but not limited to, the right to employ, promote, demote, train, transfer, lay off, retire, discipline, suspend, discharge for just cause, assign work and determine the number of

hours to be worked, increase and decrease the working force, establish and maintain production standards, performance standards, and production methods, determine production to be handled, produced, manufactured or sold, schedule the production, subcontract work, transfer operations, close the plant or a portion thereof, and the right to make such reasonable rules and regulations in connection with the Company's operations and the conduct and duties of its employees respecting those operations, including the right to establish or modify policies with regard to attendance, as are deemed advisable, are vested exclusively in the Company, subject only to such limitations as are specifically set forth in this Agreement, provided this Section will not be used for the purpose of discrimination against any member of the Union in the manner set forth under the provisions of the National Labor Relations Act.

Before implementing a modified attendance policy, the Company will notify the Union and discuss with it the contemplated changes. The Company agrees to consider the Union's suggestions before finalizing its policy. The Company will zero out employees before a new policy is adopted. The Union reserves the right to grieve the reasonableness of the Company's policy.

SECTION 2. Medical Examinations. The parties recognize the rights of the Company to require mental and physical examinations of its employees at such times as it may determine. The Company may require, as a condition in promoting or transferring employees, the taking and passing of vocational tests, aptitude tests and other recognized tests and examinations, but the results of such tests shall not necessarily be conclusive but shall be evidentiary in determining relative ability as that term is used in Article VIII, Section 4, but only to the extent that such tests relate to a specific job in question. Any test referred to this Section required by the Company shall be paid for by the Company and shall be in accordance with the applicable Federal and State laws.

## **ARTICLE V -- HOURS OF WORK AND OVERTIME**

SECTION 1. Normal Hours. The workweek for the purpose of computing weekly overtime shall commence at 11:00 P.M. (or the shift starting closest to 11:00 P.M.) on Sunday and shall consist of seven (7) consecutive days. The workday shall be the calendar day which is the twenty-four (24) hour period commencing at 11:00 P.M. (or the shift starting closest to 11:00 P.M.). The Company may change the workday or workweek due to varying operating conditions and in such event shall notify the Union of such change at least one (1) week in advance. Employees shall be provided a 5-minute wash-up time immediately prior to lunch, where currently in effect. Starting times for three-shift operation:

1st Shift	7:00 A.M.
2nd Shift	3:00 P.M.
3rd Shift	10:30 P.M.

Lunch hours for a three-shift operation:

1st Shift	11:45 A.M. to 12:15 P.M.
2 <sup>nd</sup> shift	7:30 P.M. to 8:00 P.M.
3rd Shift	3:00 A.M. to 3:30 A.M.

SECTION 2. Daily and Weekly Overtime. Employees who are required to work more than eight (8) hours in any one (1) day or forty (40) hours in any one (1) week, shall be compensated at the rate of one and one-half (1-1/2) times their regular rate at which employed. Overtime premiums shall not be duplicated or pyramided under any of the provisions of this Agreement.

SECTION 3. Reporting Allowance.

A. If an employee is called back to work after completing his regular shift, the Company will pay the employee a minimum of four (4) hours at time and one-half (1-1/2) per hours worked on his job, and if not four (4) hours work on his job, the Company will send the employee home and pay straight time for the remainder of the four (4) hours. This provision shall not apply when the lack of work is due to a labor dispute, power failure, fire, flood or any other act of God.

B. An employee who has worked the preceding regular workday (except for employees who are on vacation, jury duty, bereavement leave, Union business or other approved leave of absence) and who reports for work at his or her regular starting time on a scheduled workday and has not been previously notified by the Company not to report, shall receive a minimum of four (4) hours work at his or her regular job or some other job, or the Company may assign the employee less than four (4) hours work and pay him or her the regular straight-time rate for the difference between the amount of work he or she is offered and four (4) hours. This provision shall not apply when the lack of work is due to a labor dispute, power failure, fire, flood, or other cause beyond the control of the Company.

SECTION 4. Weekend Work.

A. Time and one-half shall be paid for all work performed on Saturday and double-time shall be paid for all work performed on Sunday, provided, however, where an employee does not work all hours scheduled during the week preceding a Saturday or Sunday, he or she shall not be entitled to receive time and one-half for Saturday or double-time for Sunday, as such, unless the failure to do so is due to illness or injury, and evidence of said illness or injury may be requested under the Company's absenteeism policy, or the employee is sent home due to equipment breakdown or lack of work.

B. It is further agreed that the above provisions relating to the premium pay for Saturday and Sunday work shall not apply to an employee whose regular schedule requires him or her to work on Saturday and/or Sunday, and whose schedule provides him or her with some other day or days during the week as normal days off. An employee whose regular schedule requires him or her to work on Saturday and/or Sunday who is required to work on his or her other day or days off

during the week in lieu of Saturday and/or Sunday, shall be paid the Saturday and/or Sunday premium rate for such day in lieu of Saturday and/or Sunday.

C. The Company will agree that all departments, except as defined below, will have no mandatory overtime during four (4) day Holiday Weekends which include a Holiday and both a Saturday and a Sunday, or Holidays that fall on a Friday or Monday.

D. The Company will have the right to mandatory schedule packing, loading, material lab and fabrication departments to work the day of a holiday weekend but will agree to give a day off immediately following the holiday.

E. The Company will have the right to mandatory schedule the maintenance department, but in recognition of the necessity to work while other departments are not working, the Company will pay double time for the weekend worked and the holiday worked plus holiday pay for the holiday.

F. Employees other than maintenance who are scheduled or volunteer to work on the holiday weekend will be paid under the normal system.

SECTION 5. Shift Premium. Employees regularly working on the second (2<sup>nd</sup>) shift shall receive an additional fifteen cents (\$0.15) per hour above their basic straight-time hourly wage rate for the applicable labor grade. Employees regularly working on the third (3<sup>rd</sup>) shift shall receive an additional fifteen cents (\$0.15) per hour above their basic straight-time hourly wage rate for the applicable labor grade. The premium rate for the second (2<sup>nd</sup>) or third (3<sup>rd</sup>) shift shall not apply to persons regularly employed on a previous shift who are working overtime into the premium shift hours. A regular third (3<sup>rd</sup>) shift shall be any regularly scheduled shift, the majority of hours of which falls between 11:00 P.M. and 7:00 A.M. the following morning, and a regular second (2<sup>nd</sup>) shift shall be any regularly scheduled shift, the majority of hours of which falls between 3:00 P.M. and 11:00 P.M. Any employee who starts his shift and works four (4) or more hours during the second (2) or third (3) shift shall receive shift premium for the period of time he is receiving his regular hourly rate.

SECTION 6. Overtime and Additional Work.

A. Overtime and additional work (other than scheduled) will be offered as listed :

First, to the bargaining unit employee on that shift running the job assigned to the department on that shift.

Second, to other bargaining unit employees on the shift preceding the shift on which the vacancy occurs.

Third, by plant-wide seniority, to bargaining unit employees on the voluntary sign up sheet.

Fourth, by plant-wide seniority, of bargaining unit employees not on the voluntary sign up sheet.

Fifth, to probationary employees by plant-wide seniority. This is mandatory if qualified.

B. Employees on the shift preceding the shift on which the vacancy exists shall be offered four (4) hours of voluntary overtime. Employees on the shift following the shift on which a vacancy exists shall be offered four (4) hours of voluntary overtime.

C. All of the above will be done and overtime is voluntary. Except for probationary employees as defined in the fifth step above.

#### SECTION 7. Notice of Overtime.

A. Daily overtime is voluntary unless notice of overtime is given before 12:00 Noon on that day; provided, however, that the Company shall use its best efforts to estimate its needs and inform employees the day before if it is anticipated that there will be a change from the overtime posting; in the event the Company estimates incorrectly, there is no penalty. The posting is authorized by only the Plant Manager or General Manager. The Company will post the expected number of hours to be worked.

B. Saturday and Sunday overtime is voluntary unless notice of overtime is given before the end of the daylight shift on Wednesday except in cases beyond the control of the Company. The Company will notify the bargaining unit, by posted notice, the specific reasons for exceptions to a posting done after the end of the daylight shift on Wednesday. Daylight shift is defined as first shift ending at 3:00 PM.

#### SECTION 8. Extended Periods of 7 Day Operation.

During extended periods of 7 day operation the Company will schedule employees one (1) Saturday and Sunday (weekend) off every three (3) weeks. This will be on a rotating basis. Extended periods of 7-day operation is defined as continuous operations for a three (3) week period of time. Beginning with the fourth Sunday of continuous operations, the Company agrees to shut down one (1) shift each Sunday on a rotating basis.

#### SECTION 9. Rest Breaks.

Employees shall receive one (1) fifteen (15) minute paid rest break during an eight (8) hour shift to be scheduled two and one half (2 ½) hours into the shift except in the continuous operation areas (e.g. extrusion). When working ten (10) hour shifts the employee shall be given an additional break of ten (10) minutes at the start of the added hours. If the overtime hours are added to the beginning of the shift the additional break shall be after the added hours.

### **ARTICLE VI—HOLIDAYS**

SECTION 1. Paid Holidays. Employees shall receive holiday pay for each of the holidays on which the employee is qualified for holiday pay. Paid holidays shall be Memorial Day,

Independence Day, Labor Day, Good Friday, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas Day, Christmas Day, the day before New Year's Day, and New Year's Day.

The recognized holidays for 2009-2012:

Year	2009	2010	2011	2012
Memorial Day		Monday, May 23	Monday, May 30	Monday, May 28
Independence Day		Monday, July 5	Monday, July 4	Wednesday, July 4
Labor Day		Monday, September 6	Monday, September 5	Monday, September 3
Good Friday		Friday, April 2	Friday, April 22	Friday, April 6
Thanksgiving Day	Thursday, November 26	Thursday, November 25	Thursday, November 24	Thursday, November 22
Day after Thanksgiving	Friday, November 27	Friday, November 26	Friday, November 25	Friday, November 23
Day before Christmas	Thursday, December 24	Thursday, December 23	Friday, December 23	Monday, December 24
Christmas Day	Friday, December 25	Friday, December 24	Monday, December 26	Tuesday, December 25
Day before New Year	Thursday, December 31	Thursday, December 31	Thursday, December 30	
New Year's Day		Friday, January 1	Friday December 31	

On single-day holidays, the third shift will start back to work the day after the holiday.

**SECTION 2. Eligibility for Paid Holidays.** In order to qualify for holiday pay on a particular holiday, the employee must have established seniority within the meaning of Article VIII, Section 2, on the date of the holiday, and must have worked all of the last scheduled shift prior to the holiday and all of the next scheduled shift after the holiday unless he or she is excused in writing by the Company, or such failure to work is caused by illness or injury evidenced as provided in Article XII, Section 2, provided however, for the purpose of determining eligibility for holiday pay, tardiness of up to thirty (30) minutes, whether the day before or the day after the holiday, established upon request, shall not be considered absence for holiday pay purposes. Provided further, however, that for the purpose of determining eligibility for holiday pay, a layoff pursuant to and under Article VIII of this Agreement, occurring thirty (30) calendar days prior to the holiday and illness or injury occurring one (1) calendar year prior to the holiday, shall not disqualify an employee otherwise eligible for holiday pay.

**SECTION 3. Holiday Pay Amount.** Holiday pay for each of such holidays shall consist of eight (8) hours at the employee's straight-time hourly wage rate, exclusive of overtime and other premium pay.

**SECTION 4. Work on Holidays.** Employees entitled to holiday pay under the provisions of this Section shall receive holiday pay whether or not they work on the holiday, and such holiday pay shall be paid in addition to any wages actually earned for work performed on the holiday. Employees who work as scheduled on one of the holidays set forth in Section I above shall receive time and one-half for all hours worked plus the holiday pay. An employee who is scheduled to work on a holiday shall not be entitled to receive holiday pay if he fails to report for and perform such work on the holiday, unless such failure to work is caused by illness or injury evidenced as provided in Article XII, Section 2.

## ARTICLE VII-VACATIONS

### SECTION 1. Vacation Entitlement

A. Each regular employee of the Company within the unit represented by the Union who has completed at least one (1) year of service and is in the employment of the Company on June 1<sup>st</sup> of a particular year and is otherwise eligible for vacation pay, shall be entitled to vacation to be taken between June 1<sup>st</sup> of such year and May 31<sup>st</sup> of the next year as follows:

<b><u>Length of Service Since Latest Hiring Date</u></b>	<b><u>Amount of Vacation Pay</u></b>
One (1) but less than three (3) years	Forty (40) hours pay
Three (3) years but less than nine (9) years	Eighty (80) hours pay
Nine (9) years but less than fifteen (15) years	One Hundred Twenty (120) hours pay
Fifteen (15) years but less than twenty (20) years	One Hundred Sixty (160) hours pay
Twenty (20) years plus	Two hundred (200) hours pay

B. After having completed one (1) year of service as set forth above, the length of an employee's vacation will be determined on the employee's anniversary date each year and he or she shall be entitled to take any additional weeks vacation after that anniversary date during the vacation taking year.

C. New hires shall be entitled to take a vacation beginning one year after their seniority date and lasting until the next June 1 with pro-rated vacation entitlement. Employees are credited with 3.3 hours of vacation for every full calendar month worked, rounded to the nearest hour. As an example, if an employee's seniority date is December 1, 1991, he may take 20 hours of vacation between December 1, 1992 and June 1, 1993.

D. Vacation time scheduled other than Monday through Friday and covering a weekend, that weekend would be considered vacation and be paid at straight time rates. When an employee schedules a full week of vacation, the weekend immediately after such vacation shall be excused, but an employee can volunteer for the weekend work upon prior notification to the Company.

SECTION 2. Vacation Pay. One (1) week's vacation pay shall be an amount equal to forty (40) times the employee's base rate on June 1<sup>st</sup> of that particular year. An employee, to be eligible for vacation or vacation pay, must have performed work for a minimum of thirteen hundred (1300) hours during the fifty-two (52) week period immediately preceding June 1<sup>st</sup>. Where an employee's failure to work the required number of hours is due to an illness or injury, evidenced as provided in Article XII, Section 2, for a continuous period of three (3) months or more or

Union leave of absence as provided in Article XII, Section 3, he or she shall be eligible for vacation or vacation pay if he or she performed work for a minimum of nine hundred (900) hours during the fifty-two (52) week period immediately preceding June 1<sup>st</sup>. Where an employee's failure to work the required number of hours is due to a work-related injury, he or she shall be eligible for vacation or vacation pay in the vacation year immediately following the work-related injury if the failure to reach the minimum qualifying hours was due solely to that workrelated injury.

SECTION 3. Vacation Selection.

A. March 1 of each new vacation year, the Company will issue to all employees a vacation request form. This form will be used to indicate when he or she desires to take their vacation. In order to receive seniority preference this form must be returned to the Company representative by March 31. The Plant Manager will then schedule vacations of all employees that have returned their preference slips. In the event that two employees have scheduled vacations during the same period, seniority will take preference. The vacations will then be posted May 1. Employees that do not return their preference slips on the required date will have their vacations scheduled on a first come first serve basis for the remainder of the year. The final right to allot vacation periods, however, is necessarily exclusively reserved by the Company in order to insure the orderly operation of the plant, and the Company may, if it considers it advisable, give all or some of the employees in the plant or departments or a department, their vacation at one time. In the event of a department or plant vacation shut down, the Company shall give the affected employees at least thirty (30) days notice. Employees who have scheduled vacation under this Section will not be forced to take vacation during a plant shut down.

B. A vacation shall not be cumulative from year to year but must be taken during the vacation taking year provided by this Article. Vacation pay will be paid only at the time vacation is actually taken.

C. When, in the judgment of the Company, it appears advisable in order to meet the needs of the Company's customers, the Company may require an employee entitled to a vacation under the terms of this Article to forego all or part of such vacation, but, in that case, the Company will pay vacation pay pursuant to this Article, in addition such employee shall receive time and one-half (1 1/2) for hours worked by the employee for such part of the vacation as is not actually taken. Time and one-half (1 1/2) will become the employees base rate of pay and shall be considered in calculation of any other additional overtime or premium pay.

- 1) The Company agrees to reimburse employees for any lost monies due to reservations, deposits, travel expenses etc. as a result of the Company canceling of any part of an employee vacation.
- 2) The Company may require employees to provide verification of lost monies.

D. Employees who do not take vacation will be paid their vacation at the end of the vacation year, provided that if an employee has a scheduled and approved vacation, which he cannot take

due the needs of the Company, and which he cannot reschedule in the same vacation year, he can reschedule it in the first quarter of the following year as unpaid leave.

E. Even though meeting all other requirements of eligibility, an employee who is away from the plant on leave of absence at his or her own request, must actually have been at work for at least one (1) week following such leave before being entitled to vacation or vacation pay.

F. A paid holiday, as defined in Article VI, Section 1, occurring during an employee's vacation, shall be counted as part of the vacation, but the employee shall receive holiday pay for it if otherwise eligible under Article VI, Section 1.

SECTION 4. Vacation Bonus. In addition to the regular vacation pay, there shall be paid a vacation bonus of thirty-five dollars (\$35.00) per week for each full week of vacation per vacation year; provided, however, that vacation bonus will be not paid for more than two weeks of vacation per year per employee.

## **ARTICLE VIII-SENIORITY**

SECTION 1. Definition. The term "Seniority," as used in this Agreement, shall mean the length of continuous service with the Company at its plant covered by this Agreement, of each employee in the bargaining unit. An employee who accepts a transfer to a job not included within the recognized bargaining unit shall terminate all continuous service which he or she has established within the bargaining unit except that if he or she is returned to the bargaining unit within a period of one hundred twenty (120) calendar days, his or her continuous service shall be reinstated as if he or she had never accepted such transfer.

SECTION 2. Probationary Period. A new employee will be regarded as a probationary employee until such employee has been employed one hundred twenty (120) calendar days following his or her latest hiring date. After being employed the required probationary period, an employee shall become a "regular" employee, and his or her name shall be placed upon the Seniority Roster. A probationary employee has no seniority rights and his or her retention as an employee is entirely within the discretion of the Company.

SECTION 3. Company-wide Seniority. Seniority shall be Companywide except as otherwise provided for in this Agreement.

SECTION 4. Ability, Qualifications and Skill. In all instances where seniority is applicable under the provisions of this Article, the present ability, qualifications, and skill of the employee or employees to do the available work and the seniority of such employees will be considered; and where such ability, qualifications, and skill are relatively equal, seniority shall govern.

SECTION 5. Bumping on Shutdowns.

A. If the Company decides to shut down a shift or shifts (Production and/or Maintenance), the employees have the right to bump the youngest employee in their classification, provided he

has more seniority, or pick an open job in line with his seniority provided he has present skill and ability to perform the job.

B. If the Company decides to shut down a job on a shift, it must be by seniority in that classification. The employee has the right to stay on that shift and run an open job. If no open jobs, the employee can bump the youngest employee on his shift, or the youngest employee in his classification on another shift, provided he has more seniority. The above assumes employees have the present skill and ability to perform the open job.

C. After exhausting the process in paragraph A and B, a senior employee will be permitted to bump a less senior employee in any job, on any shift, and any department (excluding Class 1 Jobs), provided he has the present skills and abilities to perform the job.

D. When the employee's job starts back up, the employee must return to his job on his shift, except when the employee has bid on and been awarded a different job.

SECTION 6. Seniority Roster. On or about each January 1, April 1, July 1, and October 1, during the life of this Agreement, the Company will furnish the Union a complete Seniority Roster showing all employees entitled to seniority ranking and indicating the Company-wide seniority date of each employee, his or her labor grade and classification. If no exceptions are filed within thirty (30) days after such roster has been furnished to the Union, it will be considered correct. The Company will provide the Union, at the end of each month, a statement incorporating the names of employees newly hired and terminated during the month.

SECTION 7. Temporary Layoff. Any layoff for a period not exceeding three (3) workdays shall be considered a temporary layoff, and the provisions of this Agreement regarding seniority shall not apply; provided, however, that in the event such temporary layoff exceeds three (3) full workdays, such temporary layoff shall be in accordance with an employee's Company-wide seniority within the recognized type of work in the department affected.

SECTION 8. Essential Employees. In layoffs and recalls, the Company may designate certain employees whose services are deemed essential for preparing tools, plant, or equipment for starting, stopping or maintaining proper flow of, or changing production, or similar reasons, and such employees may be retained or recalled without regard to seniority. Within a reasonable time prior to layoff or recall, the Company will provide the Union with a list of the employees retained or recalled out of seniority, as set forth herein. The Company will advise the Union as to who is essential when this section is used. Probationary employees will not be considered essential; however, due to special circumstances by written agreement between Management and the Union, a probationary employee may be deemed an essential employee.

SECTION 9. Breaks in Seniority. Seniority shall be lost for any of the following reasons:

A. If the employee quits.

B. If the employee is discharged for just cause.

C. If the employee is absent without leave for three (3) consecutive days.

D. If the employee on layoff fails to report to work within three (3) days after being notified to report, unless he or she contacts the Company and is excused after providing a satisfactory excuse.

E. If an employee on leave of absence fails to report for work either at the expiration of such leave or absence or within three (3) work days after being notified to report, in the event that one (1) or more of the facts upon the basis of which the leave of absence was granted has changed, unless he or she contacts the Company and is excused after providing a satisfactory excuse.

F. If an employee is laid-off or inactive due to a non-job related disability for a period of two years or his length of service, whichever is lesser (but not less than six months for an individual receiving sickness and accident benefits); if an employee recovers and is able to return to work but cannot due to an intervening layoff, the period of continuing seniority provided in this paragraph shall commence on the date he would have been laid-off had he been working.

G. If an employee is permanently laid-off or terminated due to the permanent shutdown of the plant or a department of the plant.

H. Absence due to a compensable disability incurred during the course of employment shall not break Continuous Service, provided such individual is returned to work within thirty (30) days after final payment of statutory compensation for such disability or after the end of the period used in calculating a lump sum payment.

SECTION 10. Temporary Transfers. In the case of temporary transfers out of an employee's classification, except those at an employee's request or in lieu of layoff, an employee shall not suffer a reduction of wage rate. The transfer will first be offered in seniority order to qualified employees on the shift. The employee accepting the transfer will work the hours of the department to which he is transferred, including overtime hours. If the senior qualified employee(s) declines the temporary transfer, the least senior qualified employee will be required to transfer. In the event that weekend work (Saturday and Sunday) becomes available, the transferred employee shall have the option of working the weekend hours in their department. Employees exercising the option to perform weekend work in their department must inform supervision by Thursday at 12:00 noon prior to the weekend.

SECTION 11. Vacancies.

A. In the event the Company determines that a vacancy in a recognized type of work within the bargaining unit requires filling or if the number of jobs within a recognized type of work is increased, employees shall be given work opportunities on job according to seniority.

B. Whenever a vacancy covered by this Section occurs, it shall be posted on the bulletin board in the plant for a period of twenty-four (24) hours. The employee signing the posting shall be awarded the job(s) as follows:

- 1) For jobs classification 3, the employee(s) with the greatest plant-wide seniority shall be awarded the job.
- 2) For jobs classifications 1,2, or 2a, the employee(s) with the greatest plant-wide seniority shall be awarded the job provided he/she has the skills and ability to preform the job.
  - a. Definition of skills and ability – The purpose of this section is to aid employees in understanding what the Company management looks for in determining criteria other than seniority in awarding bids for the classification in B(2)above.
    1. Has the employee successfully held the classification in the past?
    2. Is the employee currently cross-trained for the position?
    3. Does the employee have prior work experience or training for the job?
    4. Does the employee have an excellent attendance record Excellent attendance is defined as having no more than five (5) attendance points.
    5. Does the employee have a high school diploma or equivalent?
  - b. If employees are relatively equal in considering the above factors, then the employee with the greatest plant-wide seniority shall be awarded the bid.

Only employees who make the requested application during the twentyfour (24) hour posting period shall be entitled to consideration; however, employees wishing to be considered for work opportunities on new jobs or vacancies in accordance with the provisions of this Section, who are scheduling vacations or leaves of absence, may notify the personnel Department of bids desired during that period of absence. The Company will endeavor to notify the successful applicant, if any, and the Union no later than seven (7) working days after removing the posting from the bulletin board. The Company will also post the results of the bid on the Company bulletin board for a period of 24 hours.

C. An employee, who as a result of a successful bid, is awarded a job, as defined in B (2) above shall upon completion of a thirteen (13) week training period, shall not be eligible to be bid again for a period of six(6) months.

D. An employee, who as a result of a successful bid, is awarded a job in a lower labor grade or the same labor grade as that in which he or she was classified at the time of such award shall not be eligible to make a similar downward or lateral bid for a period of six (6) months. Such employees, however, shall remain eligible to bid upward at any time. In the event there is no qualified applicant, the Company may fill the vacancy in such manner as it shall determine.

SECTION 12. Shift Preference.

A. When a regular employee having seniority, and working on the day shift, is required by the Company to work on a shift other than the day shift in order to permit an untrained employee to be trained, such regular employee shall be returned to the day shift, if he or she so desires, when such untrained employee is trained. An employee shall be considered "trained" when he or she has completed the minimum training requirements for the job. However, in no event shall the senior employee be required to remain on a shift other than the day shift for training purposes for a period longer than eight (8) weeks.

B. The Union recognizes that it is necessary to have a certain number of experienced employees on each shift and agrees that, when necessary to efficient operation, the Company may assign experienced employees to another shift for a period not to exceed twelve (12) weeks.

C. If it becomes necessary, due to extended absences, to assign employee(s) to another shift, the Company shall notify the Union and the employee(s) as to the reason for temporary assignment and the expected ending date. The Company shall make every reasonable effort not to extend beyond twelve (12) weeks an employee's assignment to another shift.

D. In all instances, the Company will attempt to minimize the amount of time.

SECTION 13. Contracting Out. Before production work presently being performed by bargaining unit employees is contracted out, the Company will notify the Union. Before production, maintenance or any other duties that the bargaining Unit employees have the ability to perform is contracted out, the Company will notify the Union. Bargaining Unit employees shall not be adversely effected by the Company's decision to contract out bargaining Unit work. This Section shall not apply to any work contracted out to any unit, division, or subsidiary of MidAmerica Holdings Corporation or MidAmerica Extrusions. Failure to comply with the provisions of this Section may be a proper matter for disposition under the Grievance and Arbitration procedures.

**ARTICLE IX-GRIEVANCES**

SECTION 1. Definition. A dispute as to the application of specific provisions of the Agreement to a particular factual situation involving an employee or employees which occurs during the term of this Agreement, shall be a grievance within the meaning of this Agreement. It is recognized that the Union may file a grievance alleging a specific violation of this Agreement in matters involving Safety and Health (Article XIII) and Contracting Out of the Bargaining Unit Work (Article VIII, Section 13). Grievances may be filed and processed through the procedure outlined herein.

SECTION 2. Steps.

A. STEP ONE: It is recognized that a grievance shall not be considered to exist until a complaint has been made by an employee to, and has been rejected or not satisfactory settled by, the employee's immediate supervisor.

In the event the complaint or grievance is not adjusted to the satisfaction of the employee in STEP ONE, he or she may, accompanied if he or she requests by the committee person for the area, advance it to STEP TWO as provided below.

STEP TWO: The employee may, by the end of the fifth working day following the day on which the event out of which the grievance arose-exclusive of Saturdays, Sundays, and holidays-advance the grievance to STEP TWO by presenting it to his or her supervisor, in writing. An effort to adjust the grievance shall be made by the supervisor, the aggrieved employee, and-if the employee requests-the committee person. The supervisor shall reply, setting forth the reasons, to the grievance within five (5) workdays from the time it has been presented to the supervisor, unless more time is mutually agreed in writing.

STEP THREE: If settlement is not reached in STEP TWO, the aggrieved employee, accompanied if he or she requests, by the committee person and one (1) other representative of the Union, may, within five (5) workdays after the day upon which the reply in STEP TWO is received, exclusive of Saturdays, Sundays, and holidays, advance the grievance to STEP THREE by presenting it in writing to the Personnel Director or the office of the Personnel Director. The Personnel Director shall reply to the grievance within five (5) workdays, exclusive of Saturdays, Sundays, and holidays, unless more time is mutually agreed upon in writing.

STEP FOUR: If the Grievance remains unsettled, it may within ten (10) days after the day upon which the reply in STEP THREE is received, be advanced to STEP FOUR by its referral by the International Representative of the Union to representatives of Management, and become the subject of the grievance conference to be held at a time mutually agreed upon by the Company Personnel Director and the International Representative.

Management's written reply to the grievance shall be given to the International Representative of the Union or their designee, within ten (10) days after the grievance conference, exclusive of Saturdays, Sundays, and holidays, unless more time is mutually agreed upon in writing.

STEP FIVE: In the event a grievance charge is arbitrable under this Agreement and has been properly taken through the steps of the Grievance Procedure set forth herein without agreement, the Union, upon written notice received by the Company within five (5) days after the Union's receipt of the Company's reply in STEP FOUR of the Grievance Procedure, may require the grievance to be submitted to an impartial arbitrator mutually agreed upon between the parties. If the parties are unable to agree upon an impartial arbitrator within five (5) workdays after receipt of the Union's written notice, the Company and the Union will jointly request from the Federal Mediation and Conciliation Service, a panel of seven (7) established arbitrators. If the parties are unable to agree to an arbitrator from the panel selected, they shall alternately strike names from the panel with the Union striking first and the remaining names from the panel shall automatically become the impartial arbitrator. Separate grievances may not be joined in one (1) arbitration proceeding except by mutual agreement of the parties. In the event the Company does not respond within the time limits as set forth herein, the matter shall automatically proceed to the next step of the procedure.

B. Each party shall defray the expenses of its representative or representatives, and its other expenses, but the fees and expenses of the impartial arbitrator shall be borne equally by the parties. The impartial arbitrator shall have no power to add to, subtract from, or modify, any of the terms of this Agreement. The decision of the impartial arbitrator shall be final and binding upon the parties. Disputes or grievances which involve wholly or in part the exercise by the Company of its management rights, pursuant to the provisions of Article IV, shall not be subject to the arbitration provisions of this Agreement either for the substantive determination of such grievance or dispute or for the determination of its arbitrability.

C. The provisions for arbitration shall apply only to grievances properly presented through the grievance procedure and shall not apply to any negotiations of subsequent agreements between the parties, or modification of or addition to any agreements.

D. A grievance concerning discipline for safety matters or an alleged unjust discharge shall be presented directly to STEP THREE of the Grievance Procedure, but no such grievance shall be considered if not filed within five (5) days of the date of discharge or discipline unless more time is mutually agreed upon in writing.

E. The adjustment, settlement or appeal to Step Five of any grievance advanced to Step Four shall be the responsibility of the International Representative of the Union or their designee.

### SECTION 3. Grievance Discussions.

A. Supervisors and members of Management will make every reasonable effort to be available to discuss grievances at reasonable times during non-working hours.

B. The Company or the Union may request that the grieved party be present at grievance meetings. If either party request that the grieved employee be present at the grievance meeting, such date and time shall be mutually agreeable between the parties as to provide the grieved employee the opportunity to attend the meeting. The grieved party shall be paid by the Company for time spent at plant grievance meetings.

SECTION 4. Disciplinary Records. The Company will provide copies of all disciplinary write-ups placed in employee files to the person designated by the Union. Upon request of the employee, a Union representative shall be present at any investigatory interview which the employee reasonably believes could lead to discipline.

SECTION 5. Time Limit for Issuing Discipline. The Company will issue all disciplinary action on or before the end of the fifth weekday following the incident on which the discipline is based. In determining this deadline, the day on which the incident occurred shall not be counted. This deadline may be extended by written mutual agreement of the Company and the Union.

## **ARTICLE X-MILITARY SERVICE**

The Company shall accord to each employee who applies for re employment after conclusion of his or her military service with the United States, such re-employment rights as he or she shall be entitled to under the then existing statutes.

## **ARTICLE XI-BULLETIN BOARDS**

The Company will grant the Union the use of one (1) bulletin board in the plant which will be conveniently located and maintained by the Company in its plant to be used solely by the Union for the purpose of posting notices of local Union meetings, notices of election of officers, and other non-controversial information concerning Union business. Such notices shall be signed by an authorized representative of the Union and no notice shall be posted unless it has been first approved by the Company, whose approval shall not be unreasonably withheld.

## **ARTICLE XII-LEAVES OF ABSENCE**

SECTION 1. General. The Company will grant reasonable leaves of absence without pay to any employee for reasons considered sufficient by it, upon written application submitted reasonably in advance of the commencement of the leave, for a period not to exceed one (1) year, and the employee receiving such leave of absence and returning on or prior to the last day of such leave shall not lose his or her seniority ranking by reason of such leave, unless he or she has accepted employment from some other employer or engaged in a business on his or her own account while on such leave, in which event the employee shall lose his or her seniority.

SECTION 2. Sickness/Accident. Any employee will be granted a sick or accident leave by the Company upon the basis of the facts and (1) the presentation of a statement from the treating physician certifying that the employee is unable to work on the specific days at issue, or (2) the presentation of a certificate from a doctor designated by the Company satisfactorily stating adequate medical reason necessitating the employee's absence from work. Any grievance filed under this Section may be filed directly at STEP THREE.

SECTION 3. Union Business. An employee who is chosen as a delegate to either a regional, state, or national Union convention or conference, or appointed to serve on any committee will, upon application approved by the Union, be given leave of absence, without pay, for the purpose of attending such convention or conference, provided, however, that no such leave shall be for a period in excess of six (6) weeks in any one (1) calendar year and not more than three (3) employees, nor more than one (1) employee from any department, shall be absent from the plant on such leave at any one time. For Union Business leaves involving two (2) or more days, Management may, due to harm to the operations, deny a leave for Union Business. Prior to a leave being denied, Management will discuss the specific harm to the operations with the Union. Management agrees that it will not arbitrarily or capriciously deny requested Union leaves of absence. Management will not deny a request for Union leaves to attend an International Convention. Time lost from work under leaves of absence granted pursuant to this Section shall not be counted as absences for disciplinary purposes.

## **ARTICLE XIII-SAFETY AND HEALTH**

SECTION 1. Compliance with Laws. The Company, the Union and the employees within the plant, agree to comply with all existing State and Federal Laws in effect regarding safe and healthful conditions within the plant.

SECTION 2. Employee Responsibility and Safety Committee.

A. It is the responsibility of every employee in the plant to observe all safety rules and regulations and any condition which creates a violation of those rules and regulations will be called to the attention of the Supervisor in the area and he shall take such action as is deemed appropriate under the circumstances.

B. There shall be established a Safety Committee consisting of three (3) employees within the bargaining unit and three employees from Management. Union employees will be selected by the Union. This Committee shall meet the last Wednesday of each month, unless the date of the meeting is changed by written mutual agreement between the Unit President and Management Representative.

SECTION 3. Safety Equipment The Company will continue its practice of furnishing adequate safety equipment, heating and ventilation for the safety and health of its employees at the plant during the hours of their employment. The Company shall provide as follows:

A. A maximum of \$120 per year for reimbursement of the purchase of approved safety shoes.

B. Fifty percent (50%) toward purchase of employee's first pair of prescription safety glasses maximum of \$100.00 and fifty percent (50%) every two years thereafter. Includes exam.

C. Where an employee is required to wear metatarsal safety shoes, the cost of the metatarsal portion of the shoe.

D. Stop Smoking Program paid 50% of cost to maximum of \$125.00 one time per employee.

SECTION 4. Medical Treatment. The Company will continue to provide first aid facilities at all times. An employee who is injured in the plant shall immediately report to his or her supervisor. If an employee is injured in the course of his or her employment and needs medical care, medical facilities shall be provided. If it becomes necessary, an injured employee shall be provided transportation from the plant to take him or her to a doctor, home, or hospital. When an employee is injured in the course of his or her employment, the Company shall pay that employee at the current basic hourly wage rate for time lost the day of the injury by reason of such injury when excused from work by the supervisor, and sent to a first aid facility or to a doctor. If the doctor sends the employee home or to the hospital for the remainder of the shift, the Company shall pay the employee his or her current basic hourly wage rate for the remainder of his or her shift the day of the injury. If an injured employee is ordered by the doctor or nurse to re-visit the medical facility, as evidenced on the form provided, during the employee's scheduled work

hours, the employee shall be paid his or her current basic hourly wage rate for such time lost from work hours by reason of such visit.

#### **ARTICLE XIV-NO STRIKE-NO LOCKOUT CLAUSE**

SECTION 1. Intent of Parties. It is the intent of the parties to this Agreement that the procedure provided herein for settlement of grievances as set forth in Article IX shall serve as a means for peaceful settlement of disputes that may arise between them.

SECTION 2. No Strike/No Lockout. During the term of this Agreement, the Union and its members, individually and collectively, will not permit, cause, or take part in any strike, lockout, picketing, slowdown, or other curtailment or restriction of production or interference with work in or about the Company's plant or premises, Correlative with this provision, the Company agrees not to engage in a lockout. The parties recognize the right of the Company to take disciplinary action, including discharge, against any employees who participate in a violation of this Section, whether such action is taken against all the participants, or against only selected participants, and also recognize that officials of the Union may be subject to such disciplinary action, not only for their participation in a violation of this Section but also for any knowing failure on their part to take appropriate steps to avoid violation of this Section by other employees.

#### **ARTICLE XV-WAGES**

SECTION 1. Rates. It is agreed that during the term of this Agreement, the basic hourly wage rates, as amended pursuant to the provisions of this Article, set forth in Exhibit A attached hereto and made a part of this Agreement, shall continue in effect. Such rates and grades set forth in the Exhibit are for the purpose of determining the amount of an employee's pay and the work of an employee is not confined to a particular classification.

SECTION 2. Pay for Jury Duty. An employee who is impaneled and serves as a juror on any jury of the State of Indiana or any Federal jury, shall, for time lost from his or her regular shift, be paid the difference between eight (8) times the basic hourly wage rate and the payment received for jury service for those days served on the jury. An employee qualifying under the provisions of this Section must present proof of service and of the amount of pay received for such service. Payment of the difference provided for herein shall not exceed twenty one (21) days in any one (1) calendar year.

SECTION 3. Tuition/Books. The Company will continue its practice of sharing the cost of tuition and books with employees enrolled at any accredited trade school, high school, college or university, in courses which, in the opinion of the Company, are reasonably related to the employee's present or future work for the Company, paid 100% at completion of the course with grade "C" or better.

SECTION 4. Funeral Leave. Employees who have completed their probationary period and who are actively at work, shall, upon request, be paid at labor grade for the time actually lost from scheduled work week during the period of three (3) days either before or after the funeral at

straight time pay (one day of the three must be the day of the funeral). This funeral leave shall be for the purpose of attending the funeral services of such employee's husband, wife, child, mother, father, sister, brother, grandparents, mother-in-law, or father-in-law. The Company will also provide for one(1) day bereavement pay and two(2) days unpaid bereavement for, Brother in Laws and/or Sister in Laws (maximum of four(4) leaves). A day's pay under this Section shall consist of eight (8) hours at the employee's basic straight-time hourly wage rate exclusive of shift, overtime, or any other premium pay. Employees who have requested time off under this Section shall, upon request, submit proof of the above relationship to the deceased and of attendance at the funeral.

#### SECTION 5. Pay Upon Promotion.

A. When an employee is permanently transferred to a higher rated job (as those rates appear in Exhibit A), he or she shall receive the initial rate of said job or the rate of the job which he or she previously held (whichever is higher) from the first (1<sup>st</sup>) full workday on the transferred job, and the progressings (as set forth in Exhibit A) as he or she acquires qualifications, skill, and ability to perform the job competently.

B. If at any time during the first thirteen (13) weeks after the employee is permanently transferred to the higher-rated job. The Company or the employee determines he or she lacks the required qualifications, skills, and ability to perform the job, the Company will return the employee to his or her former position and rate of pay.

C. When an employee is transferred temporarily to a higher rated job (as those rates appear in Exhibit A), he or she shall receive the rate of such job (as set out in Exhibit A) for the entire shift.

### **ARTICLE XVI-PENSION**

The Company has a 401K Plan. See Exhibit D here for details of the 401K Plan.

### **ARTICLE XVII-AMERICANS WITH DISABILITIES ACT AND FAMILY AND MEDICAL LEAVE ACT**

The parties agree that the Company has an obligation to comply with the Americans with Disabilities Act and Family and Medical Leave Act and to the extent that any provision of this contract contravenes either of those federal laws, the Union agrees that the federal laws supersede the provisions of this contract. The parties further agree that the Company and the Union are Disabilities Act and to work cooperatively in their compliance efforts, specifically with respect to the obligation to provide reasonable accommodation to qualified individual with disabilities.

### **ARTICLE XVIII-GENERAL PROVISIONS**

SECTION 1. Addresses. It shall be the responsibility of each employee to notify the Company, in writing, of the employee's up-to-date mailing address and any change thereof.

SECTION 2. Severability. In the event that any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or State law now or hereafter in effect, such invalidity or unenforceability shall not affect the other parts or provisions of this Agreement.

SECTION 3. Time Limits. By written, mutual agreement of the Company and Union, any time limit contained in this Agreement may be extended to a date certain.

SECTION 4. Uniforms. Employees shall be provided the opportunity to rent uniforms at their own cost, through payroll deduction.

#### **ARTICLE XIX-TERMINATION OF ARGEMENT**

This Agreement shall become effective as of October 24, 2009, and shall continue in effect until 12:01 A.M., October 20, 2012 and shall automatically be renewed for additional periods of one (1) year each, from year to year thereafter, unless written notice of a desire to terminate or modify said Agreement, or any of the provisions thereof, is given by either party to the other at least sixty (60) days prior to the 20<sup>th</sup> day of October 2012, or at least sixty (60) days prior to any subsequent annual anniversary thereof. Such notice shall be given by Registered Mail, return Receipt Requested; if by the Union to the Company, addressed to: MidAmerica Extrusions, 4925 Aluminum Drive, Indianapolis, Indiana 46218; and if by the Company to the Union, addressed to: United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, 9402 Uptown Drive, Suite 600, Indianapolis, Indiana 46256. For the purpose of notice requirements of law, a notice to modify pursuant to this Section shall have the same effect as a notice to terminate.

IN WITNESS AND TESTIMONY of the provisions and terms mutually agreed upon and specified herein, the duly authorized officers and/or representatives of both parties hereby affix their signatures.

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

MIDAMERICA EXTRUSIONS

By: \_\_\_\_\_  
Leo Gerard, Int'l President

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Stan Johnson, Int'l Sec.-Treas.

By: \_\_\_\_\_

By: \_\_\_\_\_  
Tom Conway, Int'l Vice President

By: \_\_\_\_\_

By: \_\_\_\_\_  
Fred Redmond, Int'l Vice President

By: \_\_\_\_\_

By: \_\_\_\_\_  
Jim Robinson, District Director

By: \_\_\_\_\_  
Randy McKay, Sub-District Director

By: \_\_\_\_\_  
James C. Adcock, Staff Representative

LOCAL UNION 1999

By: \_\_\_\_\_  
Howard Davis, Unit President

By: \_\_\_\_\_  
Anthony Lee, Committee

By: \_\_\_\_\_  
Robert Ivy, Committee



## EXHIBIT A – WAGE RATES

SECTION 1. General. The Company and the Union agree upon the following grades of work and rates of pay; it being understood that such rates of pay are minimum rates and that nothing in this Exhibit of the Basic Agreement is intended to prevent the Company from paying rates higher than such minimum rates in specific instances, provided such action is not contrary to any other provision of this Agreement. The grades of work set forth are for the purpose of determining the hourly rates of pay. It is recognized that due to the size of the Company operation, the work of employees may on occasion include more than the normal duties of their assigned labor grade.

### SECTION 2. Rates in Dollars.

<b>Effective 10/24/2009</b>			
<b>Labor Grade</b>	<b>Initial Rate</b>	<b>After 520 Hours</b>	<b>After 1040 Hours</b>
1	18.52	18.77	18.97
2a	17.06	17.31	17.56
2	16.06	16.31	16.56
3	15.99	16.24	16.49
<b>Effective 10/23/2010</b>			
<b>Labor Grade</b>	<b>Initial Rate</b>	<b>After 520 Hours</b>	<b>After 1040 Hours</b>
1	19.02	19.27	19.47
2a	17.56	17.81	18.06
2	16.56	16.81	17.06
3	16.49	16.74	16.99
<b>Effective 10/22/2011</b>			
<b>Labor Grade</b>	<b>Initial Rate</b>	<b>After 520 Hours</b>	<b>After 1040 Hours</b>
1	19.52	19.77	19.97
2a	18.06	18.31	18.56
2	17.06	17.31	17.56
3	16.99	17.24	17.49

<b>Apprentice Rates</b>	<b>10/24/09</b>	<b>10/23/10</b>	<b>10/22/11</b>
1 <sup>st</sup> 12 Months	15.59	16.09	16.59
2 <sup>nd</sup> 12 Months	15.79	16.29	16.79
3 <sup>rd</sup> 12 Months	15.99	16.49	16.99
4 <sup>th</sup> 12 Months	16.19	16.69	17.19

SECTION 3. Group Leaders. Group Leaders in all classification shall receive twenty cents (\$0.20) per hour above the applicable rate for the classification being led.

SECTION 4. Probationary Rate. Probationary employees during the entire probationary period shall receive nine dollars (\$9.00) per hour for jobs performed within the plant.

SECTION 5. Definitions.

A. As used in this Agreement the phrases “basic hourly wage rate”, “straight-time hourly wage rate” and “basic straight-time hourly wage rate” are for all purposes synonymous and are as set forth in the Exhibit.

B. “Labor Grade” as used herein is understood to mean the job content which is identified with the specific job title.

## **EXHIBIT B – JOB CLASSIFICATIONS**

### SECTION 1. Classifications.

#### **GRADE 1**

Extrusion Die Corrector

Maintenance Mechanic

#### **GRADE 2a**

Press Operator

#### **GRADE 2**

Materials Tester-Lab

#### **GRADE 3**

Specialist

Journeyman is Labor Grade 1 will have at least four (4) years actual experience in the recognized type of work.

### SECTION 2. Changes.

A. Each classification in effect as of the date of this Agreement shall continue in effect unless.

The Company significantly changes the content.

The job classification is eliminated.

B. When the Company establishes a new job classification or significantly changes the content of an existing job, the Company will discuss the rate of pay for said job classification with the Union. If a change in wage rate occurs, and the Union disagrees with the established rate, it may refer the matter to the Grievance Procedure, including arbitration.

## **EXHIBIT C - INSURANCE BENEFITS**

SECTION 1. General. During the term of the Collective Bargaining Agreement, the Company will provide employee group hospitalization, surgical, medical, major medical, emergency service, and major dental coverage through two alternate plans – Plan 1 and Plan 2. In the event there are changes to the Plan(s) during the term of this Agreement, such Plan changes shall maintain a substantially comparable Plan to the terms and conditions of the Plans offered as of January 1, 2010. Prior to implementing any changes to the Plans, the Company shall present such changes to the Union at least ninety (90) days prior to any modifications.

SECTION 2. Employee Premiums. Employee shall contribute to the premium costs of medical and dental insurance under this Agreement according to the following schedule.

Employee Contributions:

Plan 1	35%
Plan 2	25%

If the employee annually meets wellness parameters set by the third party wellness provider, or if he/she actively participates in the wellness program established by the provider, he/she will receive a 5% reward cost reduction.

SECTION 3. Sickness and Accident. During the term of this Agreement, the Company will continue with the same conditions and limitations as are in effect upon the effective date of the Agreement, the present Sickness and Accident Insurance Policy, providing for benefits for employees in an amount up to Two Hundred and Ninety Dollars (\$290) per week for up to twenty-six (26) weeks of a one (1) day exclusion period for accident and an eight (8) day exclusion period for sickness. Beginning on Sunday of each contract year as required by the insurance carrier, this amount shall increase by \$5 per week each year of the contract. No holiday pay will be paid to those on sickness and accident, or workmans compensation.

SECTION 4. Dental. The dental plan shall be the same as the dental plan provided to salaried employees.

SECTION 5. Life/AD&D. During the term of the Collective Bargaining Agreement, the Company will continue with the same conditions and limitations as are in effect upon the effective date of the Agreement, the present Employee Life Insurance Program and in addition shall provide Employee Accidental Death and Dismemberment Insurance in accord with the Schedule of Insurance incorporated in the policy. The Life Insurance and Accidental Death and Dismemberment Insurance shall be Thirty-Four Thousand Dollars (\$34,000). Employees shall have the opportunity to purchase additional coverage at the group rate and pay premiums through payroll deduction.

SECTION 6. Limitation of Liability. The Company's sole obligation with respect to the insurance and benefits set out in this Agreement shall be to pay to the insurance companies the

portion of the premium cost for such insurance and benefits stated above for those employees who indicate to the Company, in writing, on appropriate forms provided by the Company, their desire for such insurance benefit coverage. Terms and conditions of such insurance shall be as set out in the Master Policies.

SECTION 7. Long Term Disability Insurance. Effective December 1, 1994. The Company will offer long term disability insurance. This will pay 60% of an employee base wage (Rate 40 hours). Insurance booklet with additional qualifications will be supplied.

## **EXHIBIT D – 401K**

1. Vesting

Employees hired before January 1, 1995 are 100% vested in the 401K Plan.

Employees hired after January 1, 1995 vest over five (5) years.

2. Employee withholding contributions can be changed only every six (6) months.
3. Investment changes are limited to once a quarter.
4. When new employees become members of the Union, the Company will begin making an \$.80 per straight time hour (capped at \$1,664 annually) contribution at the first of the month following their gaining membership to the Union. However, from January 1, 2010 through December 31, 2010, this obligation is suspended. Beginning in January 2011, the Company will make the above monthly contribution if in the previous rolling twelve (12) months the plant produced 13.2 million shippable pounds of product. The Company will post the monthly shipped pounds.
5. The Company will pay the above per straight time worked. If an employee has not worked forty (40) hours in a week because of time off due to:
- a. Jury duty per labor contract
  - b. Funeral leave per contract
  - c. Plant shut down (scheduled maintenance)
  - d. Lack of work (sent home early)
  - e. Vacation per labor contract
  - f. Holiday per contract

The Company will contribute as Number 4 above.

6. The Company will not contribute to the 401K for the following:
- a. Time off for attendance call in
  - b. Time off due to suspensions
  - c. Time off due to down time—not scheduled
  - d. Time off due to down time-Act of God
  - e. Time on Sickness and Accident Insurance

- f. Time on Workman's Compensation Insurance
  - g. Time on Long term Disability Insurance
  - h. Break in seniority per labor contract
  - i. Time on lay off
  - j. Time on leave of absence
  - k. Probationary employee
7. Account statements will be sent quarterly

## **EXHIBIT E – TRUCK DRIVERS**

This Exhibit will set forth the agreement covering over-the-road truck drivers of the Employer and sets forth all of the economic benefits of those truck drivers. On all provisions not dealt with in this Exhibit (Seniority, Holidays/Vacations, Delays, Wages, etc.), the drivers are covered by the provisions of the Basic Agreement.

### **SECTION 1. Seniority.**

Over-the-road truck drivers shall be governed by seniority as provided in Article VIII for purposes of layoff and re-call.

### **SECTION 2. Holidays/Vacations.**

Truck drivers covered hereunder are entitled to the same holidays and vacations as set forth in the Basic Agreement, with the qualifying language thereto. Holidays and vacations (or other paid days off, such as funeral leave, jury duty, etc.) shall be paid at a flat daily rate equal to 9.4 times the hourly rate.

To qualify for a vacation a driver must have worked 180 days in the preceding calendar year. The weekly rate for vacation purposes shall be determined by multiplying five (5) times the daily rate.

### **SECTION 3. Delays And Waiting Time.**

All delays resulting from overloads or certificate violations involving Federal, State or City regulations, breakdowns, or weather delays, and instances where drivers arrive at their scheduled destination at their approximate estimated time of arrival, shall be paid the regular hourly rate for any such delays in excess of three (3) hours in each instance and up to eight (8) hours for every twenty-four (24) hour period.

### **SECTION 4. Layovers.**

If a driver is authorized by the employer to layover, the driver shall receive a flat rate of Twenty-Five Dollars (\$25.00) per night per layover, provided he has log time to drive.

### **SECTION 5. Converting Vans.**

A driver shall be paid at his regular rate with a minimum of one hour, for completely converting (which includes tarping, untarping, taking at least on (1) side down, or putting up a side and chaining the load) a van with seven-foot (7') sides.

### **SECTION 6. Wage Rates.**

The rates of pay for the over-the-road drivers shall be as follows:

Mileage Over-the-road is computed by dividing the hourly rate by 44.5.

Hourly Rate Effective:

10/24/09	\$16.79
10/23/10	\$17.29
10/22/11	\$17.79

The hourly rate to be paid for all trips less than a two hundred fifty (250) mile radius from the plant and for all incidental yard work and dock work as assigned by the employer.

## **EXHIBIT F – LETTER OF UNDERSTANDING**

Letter of Understanding-Labor Agreement October 24, 2009 to October 20, 2012.

The purpose of this letter is to further discuss various sections of the labor contract.

### **ARTICLE V**

Without waiving the existing rights of Management and the bargaining unit employees contained within the terms of the Collective Bargaining Agreement, the parties agree to the following:

The parties acknowledge that due to the nature of their jobs, there may be occasions when due to unforeseen events like an equipment breakdown occurs, maintenance employees may be required to come in to work early or work beyond their scheduled shifts (not to exceed twelve (12) hours in any one work day). The Company will strive to minimize the occasions and not arbitrarily assign additional hours. Prior to the provisions of this letter being invoked, Management will discuss the situation with the Union and work to resolve the issue.

### **ARTICLE V, SECTION 7**

Employees transferred from one department to another, based on qualifications, and required to work additional overtime during that day may not be required to work the additional overtime. In this event the least senior qualified employee must work the additional overtime required.

### **ARTICLE VIII, SECTION 7**

This section is to be used during slow periods of production or down-time do to equipment repair.

### **ARTICLE VIII, SECTION 12D**

This section is used for smooth operation of the plant and is not intended to be used in the event of retribution against employees. Employees retain the right to his job on his shift.

### **ARTICLE IX**

The Company recognizes that some Union business may need to take place at the change in shifts. The Union also realizes that this time should be kept to a reasonable amount of time. Both Company and Management agree to work within these guidelines and if a problem arises, discuss them.