
AGREEMENT

between

SUMCO, LLC

and

**UNITED STEEL, PAPER and FORESTRY, RUBBER, MANUFACTURING,
ENERGY, ALLIED INDUSTRIAL and SERVICE WORKERS
INTERNATIONAL UNION, AFL-CIO-CLC**

On Behalf Of

Local Union No. 1999

Effective January 1, 2010

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AGREEMENT

THIS AGREEMENT, entered into and becoming effective 1st day of January, 2010, by and between **SUMCO, LLC** and/or its successors (the "Company"), and the UNITED STEEL, PAPER and FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL and SERVICE WORKERS INTERNATIONAL UNION, on behalf of Local Union No. 1999 (the "Union").

WITNESSETH THAT:

IT IS AGREED by and between the parties hereto as follows:

ARTICLE I

Purpose

Section 1. The purpose of this Agreement is to provide a procedure between the parties to secure prompt and fair disposition of grievances or complaints, to set forth the basic principles concerning wages, hours and working conditions and to establish a basis for the cooperative solution of industrial relations problems by responsible parties to the end that a spirit of industrial peace and cooperation be maintained.

Section 2. This Agreement shall constitute the entire agreement between the parties and shall not be construed as conferring rights to any subject matter not specifically covered by this Agreement which either party could have raised during negotiations.

ARTICLE II

Union Recognition

Section 1. The Company hereby recognizes the Union as the sole and exclusive representative of the Company's production and maintenance employees at its facility located at 1351 S. Girls School Road, Indianapolis, Indiana, for the purpose of

collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment.

Section 2. For the purpose of this Agreement, the term "employee" shall include all production and maintenance employees of the Company at its facility including all employed by **SUMCO, LLC.**, but excluding all office clerical employees, professional employees, guards and supervisors as defined in the Act.

Section 3. As a condition of continued employment, all employees who are members of the Union on the date of execution of this Agreement must remain members of the Union. All persons who are hereinafter employed by the Company in the bargaining unit subject to this Agreement shall become members of the Union no later than the thirty-first (31st) day following the beginning of their employment or the effective date of this Agreement, whichever is later. The continued employment of any employee who is a member of the Union on the date of execution of this Agreement, or who becomes a member subsequent to being employed by the Company, is conditioned upon those employees making payment of periodic dues to the Union.

The Company will not interfere with, restrain, coerce or discriminate in any way against any of its employees in connection with their membership or nonmembership in the Union. The Union agrees that it will not interfere with, restrain, coerce, or discriminate against any employee in connection with membership or nonmembership in the Union.

The following paragraph shall not be effective so long as Chapter 19 of the 1957 Acts of the Indiana General Assembly continues to be the law. In the event of the repeal of such statute, then the following language shall become effective:

During such time as Federal or Indiana State Law prohibits or makes invalid the provisions of the preceding paragraph of Section 3, the following provisions shall remain in effect so long as they are not prohibited by State or Federal Laws.

Membership in the Union is not compulsory. Employees have the right to join, not to join or drop their membership in the Union. Neither party shall exert any pressure on or discriminate against an employee because of membership or non-membership.

The Union is recognized as the exclusive agency of Company's employees for bargaining collectively and all employees who elect not to join or to withdraw from the Union shall, as a condition of continued employment, pay to the Union an amount equal to that paid by members of the Union, which shall be limited to the Union's regular and usual initiation fees and dues, starting with thirtieth day after the signing of this Agreement or 30 days following beginning of employment, whichever is the later.

Section 4. Neither the Company nor the Union shall discriminate in any manner prohibited by state or federal law against any employee because of race, color, creed, religion, national origin, age or sex, handicap, disability, veteran status, or on account of any protected union activities.

Section 5. The Union recognizes and assumes the responsibility imposed upon it as the exclusive bargaining representative of the employees covered by this Agreement.

The Union and the Company recognize that the employees covered by this Agreement individually and collectively should perform, and render efficient work and service.

Section 6. Check Off. The Company shall deduct the proper amount of Union dues from each Union member's pay and initiation fee from each new member's pay in accordance with the Constitution of the Union and the individually signed voluntary authorization on a form provided by the Union. Deductions shall be made from each weekly paycheck. All sums to be deducted shall be remitted to the International Secretary-Treasurer of the United Steelworkers of America no later than the last calendar day of the month in which the deductions are made. The Company shall submit to the Financial Secretary and Unit President of the Local Union a monthly record of those employees from whose earnings deductions have been made together with the amount of such deductions. The Company shall also furnish the Unit President a statement of employees laid off, discharged or recalled as such changes occur.

Section 7. The Company shall deduct the proper amount of PAC contributions from each member's pay once each month from the first regular payroll period subsequent to the submission of the individually signed voluntary and lawful authorization on a form provided by the Union .

ARTICLE III

Management Rights

The Company has the exclusive duty and right to manage the business, direct the working forces, determine the location of plants, the methods, processes and means of manufacturing, to make and enforce reasonable rules and policies, and to schedule work and production. The Company retains all rights not specifically covered or otherwise modified by this Agreement. The absence of listing specific rights in this Agreement is not intended to be restrictive of or a

waiver of any of the rights of management not specifically surrendered herein whether or not such rights have been exercised by the Company in the past. The right to hire, layoff, promote, demote, transfer, discharge for just cause, maintain discipline, require compliance with reasonable Company rules and regulations, and maintain efficiency of employees is the sole responsibility of the Company provided that the Company exercises these rights within the terms and provisions of this Agreement.

ARTICLE IV

Subcontracting

The Company shall not contract with outside contractors for the furnishing of labor to be employed in its facility except for: new construction, installation of new equipment, and work of such a nature as to preclude the use of present employees for reasons such as emergencies, insufficient skills or experience, and/or insufficient tools or equipment or time. All work customarily performed by the Company in its own plant and with its own production and maintenance employees shall continue to be so performed.

ARTICLE V

Representation

Section 1. The employees shall be represented by the Grievance Committee to be selected by the Union.

Section 2. The Company agrees to recognize Shift Stewards designated by the Union. The number of such stewards designated for a shift shall not exceed a ratio of one (1) steward to each twenty (20) employees assigned to such shift, each of which stewards must be assigned to the shift on which he is a designated steward.

The Company recognizes the five (5) top officers of the local Union, the Unit Officers and Unit Grievers and the Union agrees to promptly notify the Company in writing as to the identity of all such officers and stewards and any changes in such.

The Company recognizes that the Unit President may meet with a new employee, after 30 days of employment, for a brief orientation by the President concerning union matters.

Section 3. The Company will pay for time spent during their regular shift by Stewards for the presentation and adjustment of grievances and complaints in the first and second steps respectively. Meetings held pursuant to Step 3 of the grievance procedure shall be held at a mutually convenient time. The three members of the Grievance Committee and the Unit President will be paid their regular rate for time spent in the Step 3 meeting. The grievant will be paid for lost time only for time spent in the Step 3 meeting but shall not be paid for any time spent outside of his normal working hours. The parties agree to cooperate to limit the duration of such Step 3 meetings to 2 hours. In case it becomes necessary for a Steward to leave his work, in order to comply with the grievance procedure outlined in Article VIII, he shall report to his foreman and obtain permission to leave his work; such permission shall be granted within a reasonable time after request but in no event to exceed one (1) hour. It is agreed that matters pertaining to the grievance procedure will be conducted so as to occasion as little interference as possible with the operation of the plant.

Section 4. The Company agrees to allow the five (5) top local Union officers to meet without pay once each month for a maximum period of one (1) hour during the Company's normal working hours in order to conduct local Union business. Such meetings shall be scheduled at a time and date mutually convenient to the Company and

the Union so as to cause the least interference with production. Requests for such meetings shall be submitted to the Personnel Manager **or Company Designee** in writing at least three scheduled working days prior to the requested meeting date and shall identify the local Union officers whose presence is requested at such meeting. Additional meetings or meeting time may be allowed by mutual agreement of the parties.

Section 5. For purposes of determining hours worked for purposes of vacation eligibility and benefits, time spent in union business activities shall be treated as hours worked.

ARTICLE VI

Seniority

Section 1. Seniority as used in this Agreement is defined as the time measured in years, months, and days dating from an employee's last date of hire in the bargaining unit. The term employee means any person who is in the bargaining unit described in this Agreement and whose seniority has not been terminated for any reason set forth in this Agreement.

The parties recognize that in the event of promotions, demotions, , increase or decrease of working forces and recall after layoff, the following qualifications shall govern:

- A. Length of continuous service
- B. Ability to do the work
- C. Physical fitness

Section 2. When a new employee is hired he shall be on probation for ninety (90) calendar days. The probationary period may be extended for a period not to exceed one additional thirty (30) calendar day period by written mutual agreement of the Company and the Union. Such extensions will not occur on a routine basis but only for

special circumstances. During such probationary period, he will be subject to termination at the discretion of the Company and such action will not be subject to review under the grievance procedure provided herein.

Such probationary employee shall not attain any seniority until the expiration of the ninetieth (90th) calendar day from the time he starts to work in the bargaining unit. If he successfully completes his probationary period, his seniority shall date from the day he started to work in the bargaining unit, and his seniority shall be by alphabetical order if more than one employee began work on the same day.

Section 3. Job Bidding Procedure. When permanent additional or replacement employees are required in any department, the opening or openings will be posted for three (3) working days, exclusive of Saturdays, Sundays, and holidays, listing the job classification, shift and top rate of pay. The bid sheet shall define the number of openings and the date posted and removed.

All employees who wish to be considered for the job so posted shall so indicate by signing the posting. The Union through its authorized representatives shall have the right to sign the posting for absent employees; provided, however, that the Company need not consider any employee to fill an open bid position for which the employee (or the Union representative) has signed the posting, if the employee will be unavailable, for whatever reason, to perform the bid job within thirty (30) days of the date when the opening is filled by the Company. The company will notify the employee and the Unit President in writing of the date on which the Company intends to fill the open position. All jobs must be filled within twenty (20) days of the original posting, except by mutual agreement due to training needs, etc. The Union will be given a copy of the bid sheet no later than the next work day after it is taken down. When the Company

determines who the successful bidder is, the Company will post the payroll change notice identifying the successful bidder.

Successful bidders on jobs shall be given a trial period in which to qualify for the job on which they bid. Trial periods shall be a minimum of fifteen (15) calendar days from the date on which he fills the job, but in no event shall such trial period exceed sixty (60) calendar days in the event of a same shift bid. Trial periods shall be a minimum of thirty (30) calendar days from the date on which he fills the job, but in no event shall such trial period exceed sixty (60) calendar days in the event of a cross-shift bid. The successful bidder and the Unit President shall be notified in writing of the trial period to be used prior to the expiration of any trial period. If the employee is permitted to work beyond the trial period, he shall be deemed to be qualified. During the trial period, the successful bidder shall be paid at the Bid-In rate for the job. After successful completion of the trial period, the successful bidder shall be paid at the Top Base rate for the job.

In the event an employee's bid is granted and he fails to qualify for the job or refuses to accept the job, he shall not be eligible to bid for any job again until a period of one hundred twenty (120) calendar days has elapsed from the date on which he is determined to be the successful bidder, except in the case of a promotion, in which case there will be no limitation on such bidding. The Company and the Union may waive this prohibition by mutual agreement. An employee who fails to qualify for the job, for any reason, shall be returned to the job from which he came.

In the event that a job is posted and the job is not filled in accordance with the above procedure, then the Company may hire a new employee to fill the job if such employee is hired

within thirty (30) days of the original posting if there were no bidders, or within thirty (30) days following the vacancy created by the disqualification or refusal of the successful bidders.

Employees who have bid on an opening but who were not initially selected will have the following rights and obligations as "pending bidders." If the same or an identical permanent opening becomes available again (e.g. due to a disqualification, refusal, or departure of the successful bidder) the pending bidder will be assigned to the opening if it occurs within the period of thirty (30) days from the original posting; the pending bidder will be given the option to be assigned to the opening if it occurs during the period from thirty (30) to sixty (60) days from the original posting; the opening will be reposted if it occurs more than sixty (60) days after the original posting. Employees who were successful bidders but who were removed from the job due to the return of the previous incumbent will have the same rights and obligations of a "pending bidder," as described above, during the thirty (30), sixty (60), and more than sixty (60) day periods after their removal.

The Company agrees that when it decides in its discretion to post a temporary job for bid, such posting will list the maximum length of time for such position to the best of the Company's knowledge. In the event the job runs longer than the time on the posting, the job will be reposted. A temporary job will be filled consistent with Section 10 of this Article.

Section 4. Loss of Seniority. The length of continuous service of an employee means the aggregate length of the period or periods of his active service with the Company in the bargaining unit unless such service shall be broken by one or more of the following events, in which case it means the aggregate length of the period or periods of his active service subsequent to the last such break in his services:

- (a) His voluntary resignation from the Company.

(b) His discharge for just cause by the Company.

(c) His failure to report for work following a layoff within three (3) calendar days (excluding Saturdays, Sundays and holidays) after the Company notifies or attempts to notify the employee to report for work by certified mail, at the last known address as shown on the Company's records, or in person, or by telephone contact with the employee, or by other adequate means. A copy of the list of employees being recalled will be provided to the Union.

(d) Absent for three (3) consecutive days without notice.

(e) Absence in excess of an approved leave of absence.

(f) Failure to return to work on the first working day following the recovery from illness or injury of which the Company has been previously notified. If there is a disagreement between doctors, a third doctor may be selected by the parties to make final judgment. The cost of such doctor shall be shared equally by the Company and the Union.

(g) His continuous absence from active employment by the Company for a period of more than **twelve (12)** months.

Section 5. Seniority of Employees Transferred Out of Unit. An employee transferred from the bargaining unit shall continue to accrue seniority for three (3) months thereafter. If within the three (3) months' period he is returned to the bargaining unit, he may exercise his seniority to return to his former job. An employee may exercise the rights described in the previous two sentences only once during the term of this Agreement.

Employees with seniority in the bargaining unit transferring out of the unit and remaining out of the unit for three (3) consecutive months or more, who are thereafter transferred

back into the bargaining unit, shall commence work as hourly rated employees with no seniority ranking.

Section 6. Layoff and Recall.

(a) If the Company decides to reduce the number of employees due to a lack of work, probationary employees in the classification and on the shift to be reduced shall be laid off first, and employees in the classification and on the shift who have not completed the training period will be laid off next, provided that the remaining employees have the present ability and qualifications to perform the remaining work as provided under Section 10 of this Article. If there is more than one employee who has not completed the training period, the most recent employee will be laid off first, and if there is more than one employee with the same training, the least senior will be laid off first.

If the Company decides to reduce the number of employees further, employees will be laid off from the classification and on the shift with the employees with the least plant-wide seniority in the classification and on the shift decided upon by the Company laid off first. An employee with seniority laid off from his classification and shift, as provided above, shall displace any less senior employee then working, providing all of the following three (3) conditions are first met:

1. The laid-off employee has the present ability and qualifications to perform such least senior employee's job, as provided under Section 10 of this Article; and
2. The laid-off employee has more seniority than such least senior employee; and

3. The laid-off employee has just been laid off from an equal or higher paying job classification than such least senior employee is working on;

(b) An employee who is displaced from his or her shift under a), above, shall displace any less senior employee then working, providing the three (3) conditions set out above at the end of paragraph a) are fully complied with.

(c) The Company agrees to give the Union and the employees involved two (2) working day notice of any layoff under a), and

(d) Laid-off or displaced employees shall be recalled from layoff in accordance with their seniority, if qualified under Section 10 below, for any opening which exists before a new employee will be hired for such opening.

(e) Voluntary Layoff. In the event of a layoff that results in employees being laid off out of the plant, the senior employees who desire to take voluntary layoff may so advise the Company. Once the senior employee has provided said notice, the Company and the Union shall meet to determine whether the operational needs will permit the employee to take the voluntary layoff.

During the term of this Agreement, the Company agrees to the extent practicable to provide the Union with sixty (60) calendar days' notice in the event of a plant closing.

Section 7. Temporary Transfers. The Company shall have the right to temporarily transfer employees to jobs other than their own in order to fill open jobs created, for example, by absentees, employees on leave of absence, or on vacation or temporary openings subject to but not yet filled by the bidding procedure. An employee who is temporarily transferred under this provision shall receive the rate of pay for the job

classification to which such employee is transferred or his own rate of pay, whichever is higher, for the entire shift during which such transfer takes place.

Section 8. Work by Non-Bargaining Employees. Non-bargaining unit employees shall not perform work on any bargaining unit job classification if the result would be to displace an employee in the bargaining unit except (1) in emergencies, when regular employees qualified to do the work are not immediately available, (2) in the instruction or training of employees, (3) from time to time non-bargaining unit personnel will be called upon to assist in assessing difficulties in a piece of machinery, and (4) checking the safeness of an operation.

The above shall not be used to displace any employee regularly assigned to such job, or to keep from placing an employee on such job.

Section 9. Seniority During Leaves of Absence. Employees will continue to accrue seniority while on approved leaves of absence.

Section 10. For an employee to exercise his seniority as described in this Article he must first show evidence of having the ability and qualifications to perform the job to which his seniority entitles him.

Section 11. Temporary Shift Trade.

(a) The Company, in its sole discretion, may allow employees within the same department to temporarily trade shifts to cover unusual and infrequent situations where an employee has a verifiable need for a shift trade due to personal circumstances beyond his control.

(b) An employee who desires to have the Company consider a request for a shift trade under this Section must submit the request to Human Resources in writing, at least five (5) days prior to the start date of the shift trade. The request must identify: (1) the circumstances for

requesting the shift trade (including documentation to support the request); (2) the anticipated duration of the shift trade; and (3) the name and signature of the person within the same department with whom the shift trade is proposed who has volunteered to make the shift trade (the employee desiring the shift trade may post a request for a co-worker to volunteer for such a trade for a minimum of five (5) days). This Section in no way obligates the Company to undertake any obligation to find a co-worker to effect a temporary shift trade.

(c) No shift trade approved by the Company shall be less than five (5) work days nor shall it exceed thirty (30) calendar days. The shift trade must begin at the beginning of the work week and must cover at least one (1) complete work week, including holidays. Employees whose shift trade is approved under this Section shall continue to receive the regular rate of pay for their regular bid job. Shift differential shall not be paid to an employee who trades shifts off of a shift that includes shift differential. If an employee trades shifts into a position that carries a shift differential, he will receive the shift differential for the duration of the shift trade. Employees who trade shifts under this Section shall carry their seniority with them to the temporary shift. An employee who utilizes this provision, shall not be eligible to apply for, or use, this provision again until at least one (1) year has passed since the end of his last approved shift trade.

(d) In order for an employee to make a request under this Section, both the employee requesting the shift trade and the employee proposed to trade shifts must show evidence of having the ability and qualifications to perform the jobs to which they will be temporarily assigned. This Section is not intended to be in any way a "job bid" or "job opening" provision and contemplates only a request for a temporary shift trade with no bids of any kind.

(e) The decisions made pursuant to this Section are at the sole discretion of the Company including, but not limited to, the approval or denial of a request hereunder, and shall not be subject to the grievance procedure or arbitration.

ARTICLE VII

Hours of Work and Overtime

Section 1. (a) The workday shall start at the shift's starting time closest to 12:01 A.M., and continue until the same hour on the following day.

(b) The workweek shall start at the shift starting time closest to 12:01 A.M. on Monday and shall continue for seven (7) consecutive calendar days until the same hour on the following Monday.

(c) A normal day's work for employees shall be eight (8) hours worked within a workday.

(d) Forty (40) hours of work in a workweek shall constitute a normal workweek.

(e) Nothing in this Agreement shall be construed or interpreted as a guarantee of hours of work per day or days of work per week.

(f) It is understood that premium pay shall be calculated and paid only once for any premium or for any work done in any premium period established and that it shall not be pyramided in any way.

(g) Time and one-half (1-1/2) the employee's regular rate of pay shall be paid for All hours worked in excess of forty (40) hours per week.

Section 2. Distribution of Overtime. Daily and weekend overtime will be distributed to the employees in the classification on the shift upon which it is to be worked as follows:

(a) It will be offered to the employees at work in the classification on the shift in declining order of seniority with the most senior employees at work in the classification on the shift being offered the overtime first.

Nothing in this Agreement will in any way prevent the Company from, in its sole and absolute discretion, offering overtime work in any manner whatsoever as it may see fit to any employees it determines are qualified to perform the work and at any time the Company may select, provided it has first offered such overtime work as provided in the first sentence of the first paragraph, above.

(b) Where more employees are needed than accept offers of overtime under a), above, the Company can require employees to work such overtime as needed, starting with the most junior employees at work in the classification and on the shift and working up through more senior employees at work in the classification on said shift until the Company has required the number of employees to work such overtime that it wants.

(c) Where the Company needs to cover said overtime work with employees normally assigned to other shifts, it will be offered to employees on such other shifts in declining order of seniority with the most senior employees in the classification being offered the overtime first. If more employees are needed than accept such offers, the Company can require employees to work such overtime as needed, starting with the most junior employees in the classification on the other shifts and working up through more senior employees in the classification on the other

shifts until the Company has required the number of employees to work such overtime that it wants.

(d) Nothing herein will require the Company to assign overtime work to employees it determines are not qualified to perform the work.

(e) Nothing herein will prevent the Company from requiring that an employee finish a specific task he is in the process of completing at the time of the end of the shift on an overtime basis. If the time required to finish a specific task exceeds one (1) hour, then such work will be assigned pursuant to the overtime procedure contained herein.

(f) For the purpose of daily (Monday through Friday) overtime assignments, a Daily Overtime Sign-up Sheet will be utilized. Employees who sign the sheet will have the first opportunity for daily overtime in the classification and on the shift, by declining order of seniority. If additional employees are needed, the Company can require employees to work, starting with the most junior employees.

(g) The Company will not require more than four (4) hours a day of overtime work per employee beyond an employee's work day, Monday through Friday. The Company will not require more than twelve (12) hours of work per day per employee on Saturday and Sunday.

Section 3. Overtime-Probationary Employees. Probationary employees shall not perform work in their classification on overtime unless all regular employees have been given the opportunity for overtime and refused the same.

Section 4. Overtime-Temporary Transfers. A temporarily transferred employee will work overtime in line with his seniority in the job classification to which he has been temporarily transferred.

Section 5. Shift Premium. Employees reporting for work on the second (2nd - afternoon) and third (3rd - midnight) shifts shall receive fifty (50) cents per hour premium for all hours worked on these shifts.

Employees commencing work or called into work on shifts starting between the hours of 10:00 P.M. and 6:00 A.M. will, unless overtime is paid for such hours prior to their regular shift, be eligible to be paid the third (3rd) shift premium.

Section 6. Notice of Overtime. Notice of weekend overtime shall be posted no later than 11:00 p.m. on Thursday. Weekend overtime about which the Company has not posted notice will be voluntary, except in the case of emergencies and customer requirements.

ARTICLE VIII

Grievance Procedure

Section 1. A grievance shall be any dispute or complaint concerning the interpretation or application of, or compliance with, any of the provisions of this Agreement. In the event any employee believes that he has a grievance, it shall first be presented by the employee to his immediate supervisor. If no satisfactory adjustment is made, such grievance shall be settled in the following manner:

STEP 1. The aggrieved employee and/or his steward shall present the grievance to his immediate supervisor. The immediate supervisor will give his answer within three (3) working days, excluding weekends and holidays, following submission of the grievance.

STEP 2. If no satisfactory adjustment is agreed upon as provided in Step 1, the Union shall give the Company the grievance in written format, stating the nature of the incident, the provision of this Agreement on which the grievance is based, the relief sought and it shall be signed by the employee. Then, the matter shall be referred by a Grievance Committee person to

the Production Manager or his representative, who, within fifteen (15) calendar days of the appeal, shall meet and discuss the alleged grievance and give a written decision within five (5) working days to a member of the Grievance Committee or Shift Steward if a Grievance Committee Representative is not at work, excluding weekends and holidays, after the day the grievance is discussed under this Step 2.

STEP 3. If no satisfactory settlement is agreed upon as provided in Step 2, the matter shall be referred to the General Manager and/or to such other representative or representatives as he may designate and to the Union Grievance Committee. Up to three members of the Grievance Committee, the Local Unit President, and the International Representative of the Union shall meet with the designated Company representative and discuss the grievance. The Step 3 meeting will be held within thirty (30) days from the Company's receipt of the Union's referral to Step 3. The Company representative shall give an answer in writing within five (5) working days, excluding weekends and holidays, after the grievance is discussed under this Step 3.

STEP 4. If no settlement of the grievance is reached in the foregoing steps, the matter shall be submitted to arbitration if the Union Grievance Committee shall so request in writing within thirty (30) working days, excluding weekends and holidays, after the Company's decision provided in Step 3. The parties shall endeavor to agree upon an arbitrator, but if such agreement has not been reached within five (5) working days, excluding weekends and holidays, after the request for arbitration is delivered, then the matter shall be referred to the American Arbitration Association for the selection of an arbitrator pursuant to its rules and regulations. The decision of the arbitrator shall be final and binding upon the parties.

Section 2. Any grievance not presented in STEP 1 within three (3) working days, excluding weekends and holidays, after knowledge of the occurrence out of which the grievance arose shall not be entitled to consideration, and any grievance not appealed from one STEP of the grievance procedure to the next within five (5) working days, excluding weekends and holidays, after the day which the answer is given shall be considered settled on the basis of the last answer. Also, any grievance not answered by the Company within time limits called for in the previous steps shall be considered settled in favor of the Union. Such settlements will be on a non-precedent setting basis and shall have no bearing on future grievances of a like nature. Time limits are subject to being extended by the mutual written consent of the parties.

Section 3. The fee of the arbitrator shall be borne equally by the Company and the Union.

Section 4. The arbitrator may interpret the Agreement and apply it to the particular case presented to him, but he shall, however, have no authority to add to, subtract from or in any way modify the terms of this Agreement or any Agreements made supplemental hereto.

Section 5. In the event an aggrieved employee who is discharged or otherwise loses seniority under Article VI of this Agreement fails to attend any scheduled third step grievance meeting or an arbitration hearing regarding a grievance filed by him or on his behalf, for which the aggrieved employee has received notice, the aggrieved employee shall be deemed to have directed the Union to immediately withdraw such grievance and it shall not be subject to further processing under this Article. The foregoing shall not apply in the event of a verifiable emergency or if a physician certifies the employee could not

attend the grievance meeting due to an illness or injury. Grievances withdrawn in accordance with this Section will be on a non-precedent setting basis and shall have no bearing on future grievances of like nature.

ARTICLE IX

Discharges or Suspension

Section 1. Whenever an employee commits an infraction for which the penalty will be either a suspension or discharge, the employee will initially be issued a Notice of Intent to Suspend or Discharge. Such Notice will be issued within two (2) working days, excluding weekends and holidays, after all of the facts are known on the alleged violation. Within five (5) working days, excluding weekends and holidays, following issuance of said Notice, the Company will determine whether the suspension or discharge will be effectuated. The employee will be notified in writing of the Company's decision and, if the discipline is to be effectuated, the effective date of such discipline. Whenever an employee is suspended or discharged, the employee's union representative will be notified. The foregoing will be inapplicable to infractions for which the penalty for the first offense is a suspension or discharge.

Section 2. If the discharged employee believes that he was discharged without just cause, he may request a review in accordance with the grievance procedure as established in this Agreement except that in this case the review procedure shall begin with the third step of the grievance procedure.

However, it is agreed that the discharged employee's right to such a review of his discharge shall be deemed to be waived conclusively if the discharged employee's request for a review is not received by the Company within five (5) working days following the date of the discharge, or within five (5) working days following the postmark of the registered letter in those

cases in which the employee is not notified of the discharge personally. At any or all of the three (3) steps in the grievance procedure, the Union may request that the discharged employee appear in person at the grievance meeting.

Section 3. If at any level of the investigation of the discharge or suspension, it is determined that the employee was discharged or suspended without just cause, the discharge or suspension will be revoked and the employee may be paid at his regular base rate for all scheduled hours of work lost, including overtime, shift premium and all other applicable benefits, as a result of the improper discharge or suspension, less any pay he received from other employment during the investigation. All disciplinary action, other than that referred to in Section 1 above, will be initiated within two (2) working days after all the facts are known on the alleged violation.

Section 4. Copies of all disciplinary notices will be given to the employee, for information purposes, the Company will provide the Unit President with a copy of such notices.

ARTICLE X

No Strike and No Lockout

Section 1. It is the intent of the parties of this Agreement that the procedure provided herein for the settlement of grievances shall serve as a means of peaceful settlement of disputes involving the interpretation and application of the terms of this Agreement that may arise between them.

Section 2. It is agreed that there shall be no lockout on the part of the Company during the term of this Agreement.

Section 3. The Union, officers, agents and employees agree that during the life of this Agreement it will not engage in or in any way encourage or sanction any strike, sit-down, stay-in, slowdown, picketing or any other action which would interrupt or interfere with any of the operations of the Company.

Section 4. In the event there is an alleged breach of the No Strike provision of this Agreement, employees instigating or participating in such unauthorized action may be discharged or disciplined subject to the right to question any such discharge or discipline by the Grievance Procedure herein provided.

ARTICLE XI

Safety and Health

Section 1. Safety Committee. The Company and the Union agree to name a Plant Safety and Health Committee consisting, of three (3) members designated by the Union and three (3) members designated by the Company. The Union may also name three (3) alternates to the Committee, one alternate to be designated from each shift. The function of the Plant Safety Committee will be to advise the management in promoting safety and industrial hygiene in the plant.

The Committee will hold monthly meetings and shall conduct regular monthly inspections. Minutes of such meetings will be issued to all members of the Committee and the Unit President within ten (10) working days following the date of the meeting. The Company shall post monthly recommendations by the Committee (and action, if any, to be taken).

The Plant Safety Committee shall be kept informed monthly of all accidents and shall investigate the nature and causes of such accidents. Major accidents shall be reported without delay and at most, within twenty-four (24) working hours and investigated promptly.

Section 2. The Company, during the term of this Agreement, will continue to supply safety equipment as it has in the past.

Section 3. The Company shall provide Company specified single or bifocal lens safety glasses to employees every twelve (12) months. The Company will pay the full cost for the prescription safety glasses if they are obtained from an approved source; otherwise, the Company maximum cost will be limited to One Hundred Dollars (\$100.00). The cost of obtaining a prescription will be covered in accordance with the terms of the insurance plan.

Section 4. (a) The Company agrees to provide a One Hundred Twenty-Five Dollar (\$125) allowance to employees once every six (6) months for the purchase of a pair of steel toed safety shoes which must meet the proper safety standards established by the appropriate state and federal agencies and the Company. In order for the employee to receive this allowance he must: (1) receive approval from management prior to replacing the shoes; and (2) show proof to the Company that he has actually purchased such safety shoes during such period.

(b) The Company will designate the employees who must wear steel toed rubber safety boots and will provide these employees with four (4) such pair of boots every twelve (12) months, when approved by management. Those boots must be left on the premises at the end of the shift and cannot be worn for personal use. Employees provided with such boots shall not be eligible for shoe allowance, provided under subparagraph a), above.

ARTICLE XII

Civil Rights Committee

A Joint Committee on Civil Rights shall be established at the plant. The Union Representation on the Committee shall be no more than three (3) members of the Union, one per shift. The Union may also designate three (3) alternates to the Committee, one alternate to be designated from each shift. Members shall be certified to the Plant Manager by the Union and the Company Members shall be certified to the Union.

At such time as matters involving civil rights come to the attention of either the Union or Company member of the Joint Committee, such member may request that a Joint Committee meeting be conducted. Meetings shall be scheduled at mutually agreeable dates and times. The Joint Committee shall review matters involving Civil Rights and advise with the Company and the Union concerning them, but shall have no jurisdiction over the filing or processing of grievances. This provision shall not affect any existing right to file a grievance nor does it enlarge the time limits for filing and processing grievances.

ARTICLE XIII

Rates of Pay and Classification

Section 1. The job classifications and rates of pay are set forth below. These job classifications and rates of pay shall remain in effect during the life of this Agreement.

TOP BASE RATES

<u>Group</u>	<u>Classification</u>	<u>1st Yr.</u> <u>(1/1/10)</u>	<u>2nd Yr.</u> <u>(1/1/11)</u>	<u>Bid-In</u> <u>Rate</u>
1	Production Plater	17.66	17.66	-.20
2	Inspector	18.21	18.21	-.20
3	Maintenance/ Poll/Add. Maker	18.32	18.32	-.20
4	New Hire Rate	11.00 (min.)	11.00	

The hire-in rate during the term of this contract shall not be less than \$11.00 per hour. Such hire-in rate may be changed from time to time by the Company at its discretion, but in no event will it exceed \$12.00 per hour, without written agreement with the Union. In the event that the Company raises the hire-in rate, all employees whose rates are lower than the newly established rate will have their rate raised to the newly established rate. In addition, the Company will notify the Unit President in writing of any change in the hire-in rate, the effective date of the hire-in rate, the affected employees and the impact of the increase on such employees. Each new hire is to receive a \$.50 raise each six (6) months or 1040 hours paid, whichever occurs sooner, until he reaches the top rate for the job to which he is assigned (and the last increase to the top rate of his assigned job, whenever it occurs, will be the difference in the amount between the rate earned at the time of the increase and the top rate of his assigned job) for up to a 24-month period or 4160 hours paid, whichever occurs sooner. The Company may accelerate an employee's pay progression with documentation establishing skills and qualifications provided to the employee and the Unit President.

An employee hired in during the term of this contract who successfully bids on a job other than his hire-in job before he has reached the top pay of such hire-in job will begin his trial period in the bid job at a rate proportionately above the bid-in rate as the successful bidder's actual rate at the time of his bid was above the base rate of the job he held at the time of his bid.

Section 2. For the term of this Agreement, the Company will continue a Gain-share Program with regard to performance metrics (attached as Exhibit A).

ARTICLE XIV

Paid Holidays

Section 1. An employee who is eligible for holiday pay as hereinafter defined shall receive eight (8) hours' pay at his regular straight-time hourly rate, including appropriately applicable shift premium, for each of the following holidays, provided, however, that the dates listed below may be changed by mutual agreement:

2010

New Years Day	January 1, 2010 (Fri)
Good Friday	April 2, 2010 (Fri)
Memorial Day	May 31, 2010 (Mon)
Independence Day	July 5, 2010 (Mon)
Labor Day	September 6, 2010 (Mon)
Thanksgiving Day	November 25, 2010 (Thu)
Day after Thanksgiving	November 26, 2010 (Fri)
Christmas Eve Day	December 23, 2010 (Thu)
Christmas Day	December 24, 2010 (Fri)

2011

New Years Day	December 31, 2010 (Fri)
Good Friday	April 22, 2011 (Fri)
Memorial Day	May 30, 2011 (Mon)
Independence Day	July 4, 2011 (Mon)
Labor Day	September 5, 2011 (Mon)
Thanksgiving Day	November 24, 2011 (Thu)
Day after Thanksgiving	November 25, 2011 (Fri)
Christmas Eve Day	December 26, 2011 (Mon)
Christmas Day	December 27, 2011 (Tue)

In order to be eligible for holiday pay an employee must have been an employee of the Company for thirty-one (31) calendar days, be on the active payroll and must have worked all of his last scheduled workday before the holiday and all of his first scheduled workday after the holiday unless excused from working all or any part of such day for any of the following reasons:

(a) Absence occasioned by a non-occupational illness or injury to the employee or an insured dependent as evidenced by the certificate of a doctor of medicine, including emergency dentistry.

(b) Absence occasioned by a Company injury compensable under the Workmen's Compensation Act.

(c) The death of a member of the employee's or his spouse's immediate family.

(d) Absence occasioned by an employee's military involvement on a holiday qualifying day, exclusive of the employee leaving the active payroll. He will receive the holiday pay less any amount received for military involvement upon the presentation of official proof of said involvement for that holiday.

(e) Absence due to a court appearance or jury service.

(f) Absence excused by employee's supervisor or other such Company-approved absences.

Payment of holiday pay (a) and (b) above will be in effect up to and including thirty (30) days from the holiday.

For the sole purpose of computing overtime, a holiday named in this article which is not worked will be counted as a day worked except where an employee who agrees to work and is scheduled to report for work on the holiday and fails to do so.

Any employee who is scheduled to work on a holiday but who fails to work shall receive no holiday pay for that day, unless excused under subparagraphs (a), (b), (c), (d), (e), or (f) of this Article.

An employee who is late for less than one (1) hour and who works for the remainder of the shift will be considered to have worked for the "full day" for the purpose of Holiday eligibility under this section.

The Company will not require overtime work on any holiday weekend, which consists of one or more of the holidays listed above scheduled to be consecutive with a Saturday and Sunday. If overtime work is needed, and has been offered to all qualified bargaining unit employees, the Company will not be restricted from offering that particular holiday weekend overtime to individuals outside the bargaining unit.

ARTICLE XV

Vacation

Eligibility. An employee shall be eligible for three (3) days of vacation per calendar quarter, provided he has work hours paid or excused of at least 360 hours during the quarter. If the earned vacation is not used by the end of the next calendar quarter after it is earned, it will be paid out to the employee. Employees will be entitled to carry unused vacation days until the end of the calendar year.

Employees will earn one unpaid personal day per calendar quarter. If the unpaid day is not used within the term of the next calendar quarter after it is earned, it will be lost.

Vacation Scheduling. Vacations may be taken with management approval with at least one week's notice on a first come, first served basis.

Vacation pay granted under this schedule will be calculated using the employee's straight time rate, 8 hours per day, 40 hours per week.

ARTICLE XVI

Jury Duty and Bereavement Pay

An employee must notify his supervisor of pending jury service on the work day after he receives his notice.

If an employee is excused from jury duty on any day, he may report for work and work the balance of his shift.

Section 1. Bereavement Pay. When a death occurs in an employee's immediate family (employee's mother, father, husband, wife, child, brother, sister, mother-in-law, father-in-law, grandparent, and grandchild), an employee, upon request will be excused for up to three (3) days (not including weekends, which will be excused) on which he otherwise would have worked and which occur within seven (7) days of the date of death. When a death occurs in an employee's extended family (brother-in-law, sister-in-law, grandparent-in-law), the employee, upon request will be excused for one (1) day (not including weekends, which will be excused) on which he otherwise would have worked and which occurs within four (4) days of the date of death. The employee will receive pay (employees who have not acquired seniority will be entitled to the time off noted, but without pay) up to twenty-four (24) hours, not to exceed eight (8) hours per day at his

regular hourly rate. Proof of relationship (obituary, death certificate, etc.), must be provided to the Company before bereavement days will be paid. In addition to the paid bereavement leave provided for herein, in the event of the death of an employee's mother, father, spouse or child, the employee (including a non-seniority employee) will be entitled to two (2) additional days of unpaid bereavement leave.

If a Holiday outlined in Article XV, Section 1, occurs during the bereavement leave, the employee will be paid for the Holiday and such Holiday will not be counted against the employee's allotment of bereavement leave. If the death occurs during an employee's vacation, he shall be entitled to take the appropriate bereavement leave at the conclusion of their scheduled vacation, should the employee so desire.

ARTICLE XVII

Leaves of Absence

Section 1. An employee may be granted a leave of absence not to exceed ninety (90) days based on proper justifiable reasons and the facts as presented in the request. Such leaves shall be applied for in writing to the Company and upon approval shall be granted in writing with a statement of the duration and circumstances thereof, including mutual agreement concerning the status of the employee's previous job.

Such leave may be extended at thirty (30) day intervals up to a maximum of ninety (90) additional days by mutual agreement. Requests for leave of absence extensions must be submitted in writing to the Personnel Manager or Company designee no later than five (5) working days, excluding weekends and holidays, prior to the time for which the leave extension is requested.

Section 2. An employee who is selected or elected for a position with the District Organization of the Union or the International Union, or who is elected or appointed to an office in Federal, State or Local Government, shall be granted leave of absence not to exceed two (2) years. Such leaves shall be applied for in writing and granted in writing with a statement of the duration and circumstances thereof. Jobs vacated by an employee taking leave under this section shall be posted after thirty (30) days. An employee who is selected or elected to a full-time position within the Local Union shall be granted a leave of absence for the time in which the employee serves in such a position. Employees granted such a leave of absence shall continue to accrue seniority, but shall not receive any pay or benefits of any kind

Such leave may be extended at thirty (30) day intervals up to a maximum of ninety (90) days by mutual agreement. Requests for leave of absence extensions must be submitted in writing to the Personnel Manager or Company designee no later than five (5) working days, excluding weekends and holidays, prior to the time for which the leave extension is requested.

Section 3. During periods of leaves of absences, an employee's seniority shall accumulate.

Section 4. An employee must return from a leave of absence granted under Section 2 within two (2) weeks from the expiration of such leave. Employees granted leaves of absence under Section 1 shall return from such leave within the time provided in the written statement of the leave of absence or any extensions thereto. The failure of an employee to return to work in accordance with this section shall result in termination of employment.

Section 5. On return from leave of absence, the employee shall have the rights to placement in the bargaining unit that arise from the extent of his or her seniority. The employee will be returned to his former classification, shift or department. On return from leaves of absence, regardless of the duration, the employee will be returned to his former classification, shift, and department unless his physical condition prevents this reassignment. In such case, the employee shall have the rights to placement in the bargaining unit that arise from the extent of his seniority.

Section 6. All eligible employees shall be granted unpaid leaves of absence as required under the Family and Medical Leave Act of 1993, provided that employees shall not accrue benefits during such leaves, and provided further that the Company may require certification of serious health conditions and medical necessity. The Company may require an employee to use up to a total of 75% of his total accrued vacation time concurrently with all leaves granted pursuant to this Section. Instances of leave granted under this Section that do not exceed fourteen (14) days for a single FMLA incident will run concurrently with accrued vacation time (i.e., vacation time will run concurrently with intermittent leaves and non-intermittent leaves). If a single FMLA incident exceeds fourteen (14) consecutive days, the Company will not require the use of vacation time for that incident. However, the Company will not designate any bargaining unit employee as a "key employee" as defined by the Family and Medical Leave Act of 1993.

Section 7. **The Company agrees to continue the policy of allowing members to be absent for Union business where the operational needs allow. Additionally, the Company agrees to allow one (1) elected member of the Local Union or Unit to be absent for two (2) days, each calendar quarter, with seven (7) days prior notice from the appropriate Union office.**

ARTICLE XVIII

General Clauses

Section 1. In considering the employee's record for discipline purposes it is agreed that any warning slip that exceeds twelve (12) months for the same offense cannot be referred to except in the case of illegal work stoppages. Voided records of disciplinary warnings are to be removed from the employee's personnel folder. In the application of this section in a progressive disciplinary system, the removal of a prior disciplinary warning has the effect of moving each of the subsequent disciplinary slips back one step in the system. In the case of progressive discipline for failure to work overtime, a disciplinary action shall be removed after twelve (12) months.

Section 2. Bulletin Boards. The Company agrees to furnish a bulletin board to the Union and permit the Union to post on this bulletin board announcements and notices for such purposes concerning meetings of the Union, holdings and results of elections, appointments to office, and social, educational or recreational affairs of the Union.

Section 3. Military Service. Regular employees who leave the service of the Company to enter that of the United States Armed Forces, or enter the service of the U. S. Maritime Commission, or who are drafted by the United States Government for civilian service, will upon their return, within ninety (90) days from release from such service, be

granted such reinstatement and seniority rights as such employee is entitled to under the applicable provisions of law at that time.

Section 4. The Company will have a pay telephone installed for the use of the employees.

Section 5. The Company will allow employees to take breaks as they have in the past.

Section 6. It is understood that when reference is made in this Agreement to "he," "him," or "his," the intent is to include all employees regardless of gender.

ARTICLE XIX

Insurance

Section 1. **Health Insurance**

For the duration of this agreement, eligible bargaining unit employees shall be offered the same health coverage as the Company offers its non-bargaining unit employees. The terms and conditions of coverage, levels of benefits, networks of providers, plan designs, premium contributions, deductibles, co-payments, and all other terms and conditions will be governed by the applicable plan documents and summary plan descriptions. The Company reserves the right to modify terms and conditions for all employees during the term of this Agreement provided the benefits are substantially the same between bargaining unit and non-bargaining unit employees.

For the first year of this Agreement (January 1, 2010 through December 31, 2010), the Company will offer a High Deductible Plan with a Health Savings Account.

For the first year of this Agreement, each bargaining unit employee's contribution will be \$5/ week for single coverage, \$10/ week for employee plus one coverage, and \$20/week for family coverage. For the second year of this Agreement, each bargaining unit employee's contribution will be \$10/ week for single coverage, \$15/ week for employee plus one coverage, and \$25/ week for family coverage.

In the event that there is legislation passed requiring or allowing the Company to participate in state or national health care coverage, the Company will meet and confer with the Union before making any changes to health care plans based on such legislation.

Section 2. Life Insurance

Life insurance shall be provided for seniority employees in the amount of \$15,000 for the term of this Agreement.

Section 2. Voluntary Disability Coverage

The Company will arrange for payroll deduction for those employees who choose to pay the entire cost of disability coverage through Aflac or similar provider. The Company will provide for payroll deduction only and will not provide any other administration and no monetary contribution for such coverage. Employees who desire to enroll for this benefit must submit a lawful, individually signed voluntary authorization/deduction form with sufficient time to allow the Company to process the payroll deduction.

ARTICLE XX

Termination

Section 1. This Agreement shall become effective January 1, 2010, and shall remain in full force and effect until midnight, December 31, 2011, and then shall renew itself from year to year unless either party to the Agreement gives written notice to the other party at least sixty (60) days prior to the expiration of the Agreement of the desire to change, amend or terminate the Agreement.

Section 2. Any notice to be given under this Article shall be given by certified mail and shall be deemed to be given at time of mailing same, and if sent by the Employer, be addressed to the United Steelworkers of America, 5 Gateway Center, Pittsburgh, Pennsylvania 15222, and if by the Union, be addressed to SUMCO, LLC, 1351 South Girls School Road, Indianapolis, Indiana 46231. Either party may, by like written notice, change the address to which certified mail notice to it shall be given.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 4th day of January, 2010.

UNITED STEELWORKERS

SUMCO, LLC

Leo W. Gerard, Int'l President /s/

Thomas R. Brouillard /s/

Stan Johnson, Int'l Secretary-Treasurer /s/

Mark Brouillard /s/

Tom Conway, Int'l Vice President /s/

Fred Redmond, Int'l Vice President /s/

Local 1999 Committee

Jim Robinson, Director, District 7 /s/

Leo Hedden, Unit President /s/

Randy McKay, Sub District 3 Director /s/

Jim Graham, Committee /s/

James C. Adcock, Staff Representative /s/

Curtis Jones, Committee /s/