

**TENTATIVE AGREEMENT**  
**COLLECTIVE BARGAINING**  
**AGREEMENT**

**By and Between**

**Jorgensen Forge Corporation**

**And**

**International Association  
of  
Machinists and Aerospace Workers  
District Lodge 751**

**Effective**  
**\_\_\_\_\_ , 2015 through \_\_\_\_\_ 2018**



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1 **COLLECTIVE BARGAINING AGREEMENT**

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4 **BETWEEN**  
5 **JORGENSEN FORGE CORPORATION**

6  
7 **and**

8  
9 **INTERNATIONAL ASSOCIATION OF MACHINISTS**  
10 **AND AEROSPACE WORKERS, AFL-CIO**  
11 **DISTRICT LODGE 751**  
12  
13

14 THIS AGREEMENT, dated [REDACTED], 2015 by and between Jorgensen Forge Corporation (the  
15 term "the Company" being hereinafter deemed in each instance to refer to such corporation), and  
16 the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge 751,  
17 hereafter representing employees of the Company in the units described in Article 1 (the term "the  
18 Union" being hereinafter deemed in each instance to refer to the International Association of  
19 Machinists and Aerospace Workers, AFL-CIO).

20 The purpose of this Agreement is to provide for wages, benefits, terms and conditions of  
21 employment for employees in the bargaining unit. The parties agree to promote mutual  
22 understanding, respect, harmony and cooperation among employees, between employees and the  
23 Company, and between the Union and the Company.

24 Nothing in this Agreement limits or waives any rights of the employee or employer under any  
25 applicable state or federal law.

26 NOW, THEREFORE, the parties agree as follows:

27 **ARTICLE 1**  
28 **BARGAINING UNIT**

29 **Section 1. Union Recognition.** The Company recognizes the Union, its designated agents  
30 and representatives, its successors and/or assigns, as the sole and exclusive collective  
31 bargaining agent for the unit certified in NLRB Case No. 19-RC-132181 which includes all full-  
32 time hourly and regular part-time production and maintenance employees employed by the  
33 Company at its Tukwila, WA facility, excluding all office clerical employees, managerial  
34 employees and guards and supervisors as defined by the Act, with respect to wages, hours and  
35 all other terms or conditions of employment.

36 **ARTICLE 2**  
37 **MANAGEMENT RIGHTS**

38 **Section 1. Basic Rights.** The Company retains all rights to manage and direct the operations  
39 except to the extent such rights are specifically limited or modified by the terms of this  
40 Agreement. Nothing in this Agreement is intended to limit the Company's sole and exclusive  
41 right to manage the business and direct its work force.

42 **Section 2. Changes.** The Company specifically reserves and the Union recognizes the  
43 Company's right to implement, maintain, cancel or modify any benefit, program, policy, practice  
44 or procedure not specifically controlled by the language of this Agreement.

45 **Section 3. Subcontracting.** The Company, in its discretion, may subcontract work.

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**ARTICLE 3  
UNION SECURITY**

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**Section 1. Union Security.**

- 4 A. All employees of the Company subject to the terms of this Agreement, shall, as a condition  
5 of employment, become and remain members in good standing of the Union. This  
6 requirement shall take effect thirty-one (31) days following the beginning of employment in  
7 a position covered by this Agreement. The only obligation imposed by this Section shall  
8 be the payment of regular or periodic dues or representation fees.
- 9 B. As allowed by law, employees who are Union members on the effective date of the  
10 Agreement shall continue to pay membership dues to the Union as a condition of  
11 continued employment while in the bargaining unit and on the active payroll as long as  
12 they remain members of the Union; employees within the bargaining unit who after the  
13 effective date of this Agreement become members of the Union shall pay, while on the  
14 active payroll, an original initiation fee and membership dues to the Union, as a condition  
15 of continued employment while in the bargaining unit and while remaining a Union  
16 member; provided that in no event shall the initiation fee and membership dues exceed  
17 the amount specified in the Constitution and/or by-laws of the Union.
- 18 C. Any employee required to pay an agency fee, membership dues, or initiation or  
19 reinstatement fee as a condition of continued employment who fails to tender the agency  
20 fee or initiation, reinstatement, or periodic dues uniformly required, shall be notified in  
21 writing of the employee's delinquency. A copy of such communication shall be mailed to  
22 the Company not later than fifteen (15) days prior to such request that the Company take  
23 final action to terminate employment for failure to satisfy obligation.

24 **Section 2. Indemnity.** The Union will indemnify and hold the Company harmless from and  
25 against any and all claims, demands, charges, complaints, or suits instituted against the  
26 Company which are based on or arise out of any action taken by the Company in accordance  
27 with or arising out of the foregoing provisions of this Article 3.

28 **Section 3. Information Provided to Union.** The Company will furnish to the Union, at least  
29 monthly or upon request, a list of all employees covered by this Agreement. The list will include  
30 name, address, rate of pay, job classification, date of hire, seniority date, benefit eligibility date,  
31 department and shift.

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**ARTICLE 4  
UNION REPRESENTATIVES**

34 **Section 1. Union to Furnish List of Representatives.** The Union shall inform the Company in  
35 writing of the names of its Representatives and Union Stewards who are accredited to represent  
36 it; such information shall be kept up to date at all times. Only persons so designated will be  
37 accepted by the Company as representatives of the Union.

38 **Section 2. Access to Plant.** A designated representative of the Union may visit the Plant twice  
39 per month for each shift during the normal lunch break of bargaining unit employees. Visits  
40 should be scheduled in advance by contacting and making arrangement with management.  
41 The designated representative will be allowed to visit employees on their lunch break for the  
42 duration of the thirty (30) minutes lunch break.

43 Before entering the Plant, the designated representative shall sign in at the designated visitor  
44 entrance location. Upon leaving the Plant, the designated representative shall sign out and  
45 return any ID badges that were issued during the visit.

1 The designated representative of the Union will not disrupt work, engage in any activity that  
2 might pose a safety hazard, or any activity that otherwise might disrupt the Employer's  
3 operations. The designated representative of the Union will comply with all requirements for  
4 visitors to the plant, such as maintenance of confidentiality and any required safety procedures.

5 **ARTICLE 5**  
6 **UNION STEWARDS**

7 **Section 1. Number of Union Stewards.**

- 8 A. It is necessary that Union Stewards are available during the Company-designated shifts  
9 of operation. The Union may select up to two (2) Union Stewards and one (1) alternate  
10 on day shift provided that one shall be assigned to the "hot" side and the other to the  
11 "machine" side of the plant; one (1) Union Steward and one (1) alternate on second shift;  
12 and if third shift is populated by more than five (5) employees, a Union Steward shall be  
13 designated for that shift.
- 14 B. Union Steward will retain his/her Union Steward status while on approved medical leave  
15 of absence, provided that he/she has not been replaced as Union Steward by the Union  
16 prior to expiration of such leave.

17 **Section 2. Union Steward Designation.** A written list of the Union Stewards shall be furnished  
18 to the Company immediately after their designation.

19 **Section 3. Union Steward Performance of Duties.** The Company will agree to reasonable  
20 arrangements as may be necessary for the designated Union Stewards to properly and  
21 expeditiously carry on their Union duties. Such arrangements shall include, when necessary  
22 and consistent with the needs of the business, permission for Union Stewards to leave their  
23 department to go to any other department, etc., within the bargaining unit to investigate and/or  
24 bring about a proper and expeditious disposition of a grievance or complaint. Union Stewards  
25 shall be permitted reasonable time to investigate, present and process grievances on the  
26 Company's property (worksite) without loss of time or pay during his/her regular working hours.  
27 Union Stewards, however, shall not be paid by the Company for time spent handling grievances  
28 outside of his/her regular scheduled working hours or when they are away from the Company's  
29 property (worksite). Union Stewards must notify and obtain permission from a supervisor or  
30 manager prior to leaving their department to carry out Union duties. Approval from the  
31 supervisor or manager will not be unreasonably withheld. The Union and the Company agree  
32 that such Union Steward activities shall be conducted in a diligent and expeditious manner, so  
33 as to limit the disruption of workflow.

34 **Section 4. Union Steward Authority.** The authority of the Union Stewards so designated by  
35 the Union shall include the following duties and activities:

- 36 A. The investigation and presentation of grievances to the designated Company  
37 representative in accordance with these provisions:
- 38 1. To consult with an employee regarding a question concerning this Agreement,  
39 complaint, or grievance for which the employee desires a Union Steward to be  
40 present.
  - 41 2. To investigate a complaint or grievance before presentation to the appropriate  
42 Management personnel.
  - 43 3. To present a question concerning this Agreement, complaint or grievance to an  
44 employee's immediate Manager in an attempt to settle the matter for the employee or  
45 group of employees who may be similarly affected.

1 4. To meet with the appropriate Manager or other designated representative of the  
2 Company when necessary to adjust grievances in accordance with the grievance  
3 procedure of this Agreement.

4 **Section 5. Union Steward Protection.** In the event an employee, while serving as a Union  
5 Steward, becomes subject to layoff from his/her job classification, the Union shall have the right  
6 to interview and designate a new Union Steward prior to such layoff.

7 **Section 6. Bulletin Boards.** The Company shall provide space for two (2) bulletin boards for  
8 the Union's use in each Union Steward's area conveniently accessible to bargaining unit  
9 employees. New and replacement boards will be at least three (3) feet by four (4) feet in size.  
10 The Union may maintain the boards for the purpose of notifying employees of matters pertaining  
11 to Union business. All notices shall be signed by a representative of the Union who is authorized  
12 by the Union to approve Union notices.

13 **ARTICLE 6**  
14 **NEW EMPLOYEES**

15 **Section 1. Probationary Period.** New employees must complete a probationary period of  
16 ninety (90) days of work from date of hire not to exceed one hundred sixty (160) calendar days.  
17 Employees shall serve only one (1) probationary period during their time of employment with the  
18 Company. Such employee may be terminated during this period and such termination shall not  
19 be subject to the Grievance and Arbitration procedure. Upon completion of such probationary  
20 period, employees will be credited with their hire date for seniority and other benefits as  
21 described in this Agreement. All other benefits and privileges of this Agreement shall apply  
22 during the probationary period.

23 **Section 2. Temporary Employees.** The Company may contract for an individual as a  
24 temporary employee for up to ninety (90) calendar days. Nothing in this Section shall allow the  
25 Company to hire the same individual on a repetitive basis with the exception of temporary  
26 seasonal hires. Temporary employees are not entitled to any rights or benefits under this  
27 Agreement. This provision will not be used to cause the layoff or significant reduction in  
28 regularly scheduled working hours of any employee covered by this Agreement. Should the  
29 Company hire a temporary employee as a permanent employee, all time spent in temporary  
30 status shall count towards the probationary period.

31 **Section 3. New Employees.** The Company shall notify the Union Stewards when any new  
32 Bargaining Unit employees are hired. Such notification shall be made the same day they go  
33 through Orientation and shall include the new employee's name, date of hire, shop and shift.

34 **ARTICLE 7**  
35 **WORKWEEK, HOURS OF WORK, SHIFTS, OVERTIME**

36 **Section 1. Definitions.**

37 A. **Workweek:** The Company operates on a seven (7)-day workweek, Saturday  
38 through Friday. The week begins on Saturday at 12:01 am and ends the following  
39 Friday at 12 midnight. Hours worked after 12:01 am on a Saturday, in a shift that  
40 began Friday of the prior week, will be applied to the prior week.

41 B. **Full-Time Employees:** An employee assigned to work thirty (30) hours or more per  
42 workweek.

43 C. **Part-Time Employees:** An employee assigned to work twenty (20) hours or more  
44 but less than thirty (30) hours per workweek.

1 **Section 2. Shifts.** As the Company uses different shifts and workday schedules and  
2 arrangements, as necessary, to cover available work during the workweek, employees'  
3 shifts may comprise of different days, start times, number of hours, schedules, and are  
4 subject to change. The Company will endeavor to assign full-time employees workweeks  
5 around a forty (40)-hour schedule unless reasonable business conditions preclude it doing  
6 so. Each employee working a forty (40)-hour schedule will receive at least two (2)  
7 consecutive days off in the case of a five (5) day, eight hour (8) schedule; or three (3)  
8 consecutive days off in the case of a four (4) day, ten (10) hour schedule per workweek as  
9 part of their regular work schedule; or four (4) consecutive days off in the case of a three (3)  
10 day, twelve (12) hour schedule. No schedule, either full or part-time, can require a split  
11 workday, though employees may voluntarily accept an option for a split workday. While  
12 shift schedules may change, except in the case of an emergency, employees will receive at  
13 least seven (7) days' notice of a change to their regular schedule. The Company will not  
14 reduce hours of work in an assigned day for the sole purpose of avoiding overtime.

15 In the event that the Company establishes a three (3) day, twelve (12) hour shift, employee  
16 assigned to those shifts will work eleven-and-a-half (11.5) hours and a receive thirty (30)  
17 minute lunch period for a total of thirty-six (36) hours in the workweek but shall receive forty  
18 (40) hours' compensation. In regard to this shift, any hours worked from thirty-six (36) up to  
19 forty (40) hours will be paid at the employee's working rate of pay, for a potential of forty-  
20 four (44) hours paid. Any hours worked beyond forty (40) hours in an employee's workweek  
21 will be paid at one and one half (1.5) times the employee's working rate of pay.

22 **Section 3. No Guarantee.** Nothing in this Article will be construed as a guarantee of hours  
23 or will create liability for pay for time not worked.

24 **Section 4. Rest Periods.**

25 A. **Lunch Periods.** Employees will be allowed an unpaid lunch period of not less than  
26 thirty (30) minutes, to be taken before the fifth (5<sup>th</sup>) hour of the shift. If an employee  
27 is requested to work beyond twelve (12) hours, a second unpaid lunch period is to  
28 be taken after the initial twelve (12) hours have been worked (or as close to that  
29 timeframe as an appropriate break in production will permit). When an employee is  
30 requested by his/her supervisor to continue working through his/her normal lunch  
31 period, he/she will be paid for that time and be allowed a reasonable thirty (30)  
32 minute time to eat his/her lunch during work.

33 B. **Break Periods.** Employees will be provided a paid rest period of not less than ten  
34 (10) minutes for each four (4) hours of working time. These break periods will be  
35 scheduled as near as possible to the mid-point of the work period. If the nature of  
36 the work allows employees to take an intermittent rest period equivalent to ten (10)  
37 minutes every four (4) hours worked, then that rest period may not need to be  
38 formally scheduled.

39 C. **Time Between Shifts.** Employees will receive a minimum of eight (8) hours' rest  
40 before starting their next shift.

41 **Section 5. Wash-Up Time.** If an employee is assigned to exceptionally dirty work, the  
42 Company, at its discretion, may allow the employee five (5) minutes or more to clean up.

43 **Section 6. Report Time.** If an employee reports for work in accordance with instructions  
44 and is subsequently sent home for lack of work, he/she shall receive a minimum of four (4)  
45 hours' pay at his/her working rate of pay. Report time will not apply in case of emergency



1 shutdown arising out of any condition beyond the Company's control. An employee who leaves  
2 work of their own volition, or where an employee voluntarily quits, is furloughed, or discharged,  
3 the employee will only be paid for time actually worked.

4 **Section 7. Call-Back.** Each time an employee is called back to work after he/she has  
5 completed their work shift for the day, he/she shall be paid a minimum of four (4) hours, at  
6 their working rate of pay. This time shall apply for the computation of overtime, if  
7 applicable.

8 **Section 8. Overtime.**

9 A. Overtime is mandatory when employees have been given timely notification of the  
10 need to work overtime, or when it is required to preserve life, material or  
11 equipment, or to meet customer demand. Employees shall be given timely  
12 notification of the need to work overtime. Notification may be verbal or posted in  
13 an appropriate place within the department. Timely notification will be:

- 14 1. By a standing personal prearrangement with the supervisor.
- 15 2. Before one (1) day prior to requiring weekend overtime.
- 16 3. Two (2) hours prior to shift end for extension of shift, except where a  
17 breakdown has occurred during the last two (2) hours of the shift and  
18 overtime is required to make repairs or complete schedules.

19 B. All time worked in excess of forty (40) hours during any workweek is considered  
20 overtime and is paid at the rate of one and one-half (1.5) times the employee's  
21 working rate of pay.

22 C. Any and all work that will be paid at overtime rates must be preauthorized by a  
23 designated supervisor.

24 D. Paid time off for holiday is counted as time worked for purposes of computing  
25 overtime pay. Any pay received for PTO, sick leave, short or long-term disability,  
26 worker's compensation, jury/witness duty, bereavement leave, etc., or any unpaid  
27 leave is not included as hours worked for purposes of computing overtime.

28 E. There shall be no pyramiding or duplicating of overtime pay.

29 **ARTICLE 8**  
30 **COMPENSATION**

31 **Section 1. Definitions.**

32 A. **Base Rate of Pay.** An employee's hourly base rate of pay is determined under the  
33 applicable provisions, excluding all allowances, differentials, adjustments, bonuses,  
34 awards, and premiums.

35 B. **Working Rate of Pay.** An employee's working rate of pay includes base rate of pay  
36 including all allowances, differentials, adjustments, bonuses, awards and premiums.

37 **Section 2. General Wage Increases.** General wage increases will be granted as follows:

38 A. Effective first pay period after ratification, all employees will have their hourly base rates  
39 they currently receive increased by three (3) percent per hour.

40 B. Effective first pay period one year after ratification, all employees will have their hourly  
41 base rates increased by two (2) percent per hour.

1 C. Effective first pay period two years after ratification, all employees will have their hourly  
2 base rates increased by three (3) percent per hour.

3 **Section 3. Base Rates of Pay.**

4 A. Pay rates upon the next pay period following ratification will be:

	MINIMUM	MAXIMUM
Level 1 Helper	\$14.94	\$16.48
Level 2 Specialist	\$15.71	\$22.66
Level 3 Journey	\$19.26	\$24.72
Level 4 Mastered	\$21.99	\$33.99

5 B. Pay rates effective the next pay period one year after ratification, will be:

	MINIMUM	MAXIMUM
Level 1 Helper	\$15.24	\$16.81
Level 2 Specialist	\$16.02	\$23.11
Level 3 Journey	\$19.65	\$25.21
Level 4 Mastered	\$22.43	\$34.67

6 C. Pay rates effective the next pay period two years after ratification, will be:

	MINIMUM	MAXIMUM
Level 1 Helper	\$15.70	\$17.31
Level 2 Specialist	\$16.50	\$23.80
Level 3 Journey	\$20.24	\$25.97
Level 4 Mastered	\$23.10	\$35.71

7 **Section 4. Progression.** Movement from Minimum to Maximum pay levels requires that the  
8 employee possess the proper skills and be given the reasonable opportunity to receive the  
9 training to meet the skill requirements for progression through the pay level to the Maximum  
10 rate. If a dispute arises concerning an employees' pay level, the Company will provide the Union  
11 documentation concerning the employees' skills and training. If the parties are unable to  
12 informally agree, the dispute is subject to the grievance procedure. The Company will conduct a  
13 skill level review of each employee annually.

14 **Section 5. New Hires.** New employees will be paid at least the minimum rate of pay  
15 established by Section 3 for their job level. Such new hire will be required to meet all the same  
16 requirements for placement of pay within the level as existing employees regarding pay  
17 progression.

18 **Section 6. Recalls from Layoff.** An employee, who is recalled from layoff through the exercise of  
19 seniority rights, will have the following base rate:

20 A. If the employee is recalled to the same job level from which he/she was laid off, he/she will be  
21 paid at the base rate in effect on the date of his/her layoff. In no case will the recalled employee  
22 receive pay below the Minimum for that level.

23 B. If the employee is recalled to either a higher or lower job level than the one from which  
24 he/she was laid off, his/her base rate will be determined first by the pay level in which the  
25 new job is classified.

26 **Section 7. Shift Differentials and Premium Pay.** An employee assigned to second or third  
27 shift shall receive a shift differential of one dollar (\$1.00) per hour which shall be added to  
28 his/her base rate and made a part thereof. Anyone acting in a Lead capacity will receive a  
29 \$2.00 per hour premium added to their base rate of pay. Employees, while performing duties of  
30 a trainer, shall receive a \$1.00 per hour premium added to their base rate.

1 **Section 8. Production Bonus.** The Union and the Company will work on the parameters of a  
2 production bonus and will start discussions no more than ninety (90) days after this Collective  
3 Bargaining Agreement commences. The terms of the Plan are not subject to reopening during  
4 the term of the Agreement unless both parties agree. However, the parties agree to meet not  
5 less than bi-annually to exchange information, suggestions and ideas concerning the Plan.

6 **Section 9. Promotions to Another Level.** Promotions to another level will meet the following  
7 specifications:

- 8 A. The Company determines there is an opening.
- 9 B. The Company will post notice of the opening on the Union bulletin board for a minimum  
10 of five (5) work days listing the qualifications required for the open position.
- 11 C. There are qualified candidates to fill the opening.
- 12 D. If more than one qualified candidate applies for the opening, then the most senior  
13 candidate will be selected for promotion.
- 14 E. Pay will be increased by a minimum of \$1.00 per hour, but in no case will pay be below  
15 the Minimum of the level of the opening.
- 16 F. The new working rate of pay rate shall be effective in the employee's paycheck not later  
17 than the second payday subsequent to the date on which the promotion is made.

18 **Section 10. Temporary Assignments.** A temporary assignment will remain in effect for a  
19 period of not more than thirty (30) consecutive calendar days (or for ninety (90) consecutive  
20 calendar days if the assignment is a direct replacement for an employee on medical leave of  
21 absence or travel assignment). In the event it is necessary to extend for such longer period, it  
22 may be designated by mutual agreement between the Company and the Union. The Union  
23 Representative shall be provided with notification of temporary assignments that are estimated  
24 to be in effect for thirty (30) or more days prior to or coincident with the effective date of such  
25 assignments. The foregoing time period limitation will not apply in instances where an employee  
26 is on travel assignment. Repetitive temporary assignments shall not be used to fill a permanent  
27 job opening.

28 **Section 11. Paydays.** Paydays for employees under this Agreement on all shifts shall be  
29 comprised of two, Saturday through Friday workweeks. Employees are paid every other week  
30 for the pay period ten (10) business days before the payday. If a payday falls on a holiday,  
31 every reasonable effort will be made to distribute paychecks on the preceding workday. All  
32 employees are required to participate in the direct-deposit payroll program.

33 **ARTICLE 9**  
34 **HOLIDAYS**

35 **Section 1. Observed Holidays.** The following holidays shall be observed by all employees of  
36 the Company for the purposes set forth in this Article 9:

New Year's Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Floating Holiday*
Thanksgiving Day	

37 *\*To be designated by JFC annually*

38 **Section 2. Unworked Holidays.** Employees shall receive pay, according to their regularly  
39 assigned work hours, for unworked holidays (those holidays designated above), at their working

1 rate in effect at the time the holiday occurs, if they are on the active payroll. To qualify for pay  
2 for time not worked on a holiday, employees must have worked the regularly scheduled  
3 workdays immediately before and after the holiday. Exceptions maybe made in cases where  
4 absences on the workday prior to or the workday following were due to approved vacation or  
5 leave of absence, industrial injury, bona-fide illness covered by a medical doctor's certificate, or  
6 temporary layoff, unless the employee's absence from work before and/or after the holiday is in  
7 excess of fourteen (14) calendar days (including holidays and weekends). If a holiday falls on a  
8 day on which an employee who is otherwise eligible for holiday pay is not regularly scheduled to  
9 work, (such as an employee on a four (4) day, ten (10) hour shift whose day off is the holiday),  
10 and if no other day is designated as the holiday to be taken off, the employee will still receive  
11 one (1) day's holiday pay for that week.

12 **Section 3. Worked Holidays.** Employees who are required to work on the above-named  
13 holidays shall either receive the pay due them for the holiday plus time and a half (1.5) their  
14 working rate for all hours worked on such holiday, or the employee has the option of taking off  
15 another day as the holiday. If an employee elects the option to take a day other than the  
16 designated holiday off, it should occur within the week before or the week after the official  
17 designated holiday.

18 **Section 4. Holidays During Prescheduled PTO.** In the event an employee has pre-planned,  
19 pre-approved PTO that includes a holiday, the employee shall receive holiday pay instead of  
20 PTO pay.

21 **Section 5. Employees on Third Shift.** Those employees who are assigned to work on third  
22 shift shall observe holidays in accordance with Sections 1 through 4 except when Independence  
23 Day falls on a Monday, Tuesday, Wednesday or a Thursday. When this occurs, they shall  
24 observe the Independence Day holiday on the fifth of July.

25 **ARTICLE 10**  
26 **PAID TIME OFF (PTO)**

27 **Section 1 – Full-Time and Part-Time Employees.**

28 A. Upon ratification, an employee's vacation previously banked vacation balance will be  
29 the employee's beginning PTO balance. In addition, all employees at the time of  
30 ratification will be given a one-time grant of twenty-four (24) hours. PTO is intended to  
31 provide paid time for all purposes including absences for vacation and illnesses. PTO  
32 must be used when leaves have been granted and exhausted before converting to  
33 unpaid leave with the exception of Military Leaves whether active, reserve, or Military  
34 Family Leave. Any newly-hired employees will be awarded PTO on a pro-rated basis  
35 from date of hire through the end of that year pursuant to the Accrual Chart.

36 B. All employees are eligible to use PTO throughout the year that has been earned and  
37 shown for their use. Employees will be allowed to request use of their PTO at any time,  
38 but will also be required give their supervisor notice in advance pursuant to the  
39 following requirements:

- 40 a. Up to one (1) day of PTO in one (1) hour increments: at least twenty-four (24)  
41 hour advance notice
- 42 b. Two to five (2-5) days of PTO: at least one (1) week advance notice
- 43 c. More than five (5) days of PTO: at least two (2) weeks of advance notice
- 44 d. Use of PTO for personal or family illness: as much advance notice prior to start of  
45 shift. If it is not reasonably possible to do so prior to the shift due to an

1 emergency, notification will be given immediately when it is possible. Employees  
 2 are discouraged from coming in to work sick in order to retain PTO days for  
 3 vacation purposes.

4 C. Failing to provide sufficient advance notice or, if an absence is taken without approval,  
 5 then the use of PTO maybe treated as an incident pursuant to the Company's  
 6 attendance policy and subject an employee to discipline. The Company's attendance  
 7 policy will apply if no leave time is available for an absence. The above advance notice  
 8 time frames will also be observed by the Company when providing approval for PTO.

9 D. PTO will be granted on a first come, first served basis dependent upon the work load  
 10 and department requirements. Supervisors may deny a request for PTO if it cannot be  
 11 accommodated due to work load or department requirements. The Company may  
 12 issue a blanket prohibition on the use of PTO, except for illness use, for certain periods  
 13 when the Company's operation requires a full staff. Once granted, PTO will not be  
 14 revoked if the employee will incur penalties or fees due to such cancellation, however,  
 15 an employee will provide proof of possible fees or penalties if required to do so by the  
 16 Company.

17 E. For purposes of calculating PTO accrual and awards, length of service includes all time  
 18 with Jorgensen Forge Inc. or any predecessor company performing work at this site  
 19 within any classification to which this Agreement relates. However, if an employee has  
 20 been separated from employment for nine (9) months or more, then the year of service  
 21 restarts with their rehire date.

22 F. Beginning January 1, 2016, PTO will be accrued and awarded according to the  
 23 schedule below. Full time employees accrue at the rates shown below. Part-time  
 24 employees, earn one-half (.5) of the accrual rates shown. Employees scheduled less  
 25 than twenty (20) hours per week are not eligible for PTO. Employees will not be  
 26 penalized for time spent off for Work Share. Employees are encouraged to take PTO  
 27 days, therefore cash out of PTO is not allowed unless unreasonably denied.

28 G. Employees become eligible for the next higher accrual rate on the first day of the pay  
 29 period following the employee's anniversary date that begins the next higher band of  
 30 accrual.

<b>ACCRUAL CHART</b>			
<b>Years of Service</b>	<b>Total Paid Time Off Per Year</b>	<b>PTO Accrued Per Pay Period</b>	<b>Maximum Balance</b>
0 – 5	104 hours/year	2.000 hours	184 hours
6 – 13	144 hours/year	2.769 hours	184 hours
14+	184 hours/year	3.5385 hours	184 hours

31 H. On January 1, 2016, and each year thereafter, each employee will receive one-half  
 32 (0.5) of that year's Paid Time Off amount. Biweekly accruals at the rate shown per  
 33 pay period will then be received until the total Paid Time Off has been reached for that  
 34 year.

35 I. PTO will be computed and paid at the employee's working rate of pay. PTO will not  
 36 count as time worked for purposes of calculating overtime.

37 J. When a holiday falls within an employee's PTO period, such holiday shall not be  
 38 charged as PTO hours, but shall be received as holiday pay.

39 K. Employees will not be allowed to go into the negative on PTO. PTO accrual and initial

1 award can only be used to the level shown on the most recent payroll.

2 L. Employees who are laid off for two (2) weeks or more will be paid for one hundred  
3 (100) percent of their unused PTO.

4 M. Beginning January 1, 2016, once an employee's Maximum Balance amount has been  
5 reached in the above chart, the employee will not accrue any more PTO. When PTO  
6 is used and the employee drops below the Maximum Balance amount, the employee  
7 will once again earn PTO at the accrual rate for the employee's Years of Service back  
8 to the Maximum Balance amount allowed, one hundred and eighty-four (184) hours.  
9 Also beginning January 1, 2016, employees may carry over up to sixty (60) hours of  
10 accrued but unused PTO into the next calendar year, unless the employee was  
11 unable to take PTO in the prior year because the Company's denial of PTO request;  
12 in that case, the employee may additionally carryover whatever hours they had  
13 requested as PTO but were unreasonably denied.

14 **ARTICLE 11**  
15 **LEAVES OF ABSENCE**

16 **Section 1. Industrial Leaves of Absences.** Industrial Leaves of Absence will be granted  
17 for up to eighteen (18) months by the Company when such leave is certified by a physician  
18 of the medical necessity for such leave. Such eighteen (18) month leave may be extended  
19 by mutual agreement by the Company and the Union. The Company may make  
20 accommodation for the employee's medical restrictions to allow a reduced work effort (light  
21 duty) instead of leave of absence if the employee's certifying physician agrees.

22 **Section 2. Family and Medical Leave Act.** The Company shall comply with the  
23 provisions of the Family and Medical Leave Act (FMLA). If a new hire, who has worked the  
24 entire probationary period but is still not eligible for coverage under FMLA requests medical  
25 leave that would otherwise be granted under FMLA, then the Company will provide up to  
26 three (3) weeks of unpaid leave for that new hire. Such leave may be extended by mutual  
27 agreement of the Company and the Union.

28 **Section 3. Personal Leave of Absence.** A leave of absence may be granted for personal  
29 reasons and without pay for an indefinite, but reasonable period of time provided that leave  
30 does not present an undue hardship on the Company's operations. Applications for leave  
31 and extensions shall be in writing signed by the employee. Copies of actual leave  
32 documents and extensions shall be provided to the Union.

33 **Section 4. Jury & Witness Duty.** To be eligible for time off for Jury Duty or to be a witness,  
34 the employee must furnish a copy of their summons or subpoena to management, before the  
35 appearance, to indicate that the absence from work is necessary to appear for jury duty or to  
36 serve as a witness if subpoenaed for a criminal prosecution. Employees who serve as jurors or  
37 testify pursuant to a subpoena in a criminal prosecution will be paid for the time they would  
38 have missed at work at their regular rate of pay for a maximum of ten (10) days not to exceed  
39 their regularly assigned hours of work per day less jury duty pay. In addition, management may  
40 require verification of such appearance and it is the employee's responsibility to provide court  
41 documentation prior to receiving payment. The employee will be permitted to keep juror fees  
42 received.

43 **Section 5. Bereavement Leave.** Three (3) days bereavement leave with pay will be  
44 granted to an employee on the active payroll who, because of death in his/her immediate  
45 family, takes time off from work during his/her normal work schedule. Such pay shall be

1 according to their regularly scheduled assigned hours of work at his/her straight time base  
2 rate, including shift differential and/or lead pay where applicable for each such day off. For  
3 the purposes of this Section 5, immediate family members are (includes biological, adopted,  
4 or current step): father, mother, spouse, daughter, son, brother, sister, grandparent,  
5 grandchild, father/mother-in-law, daughter/son-in law, brother/sister-in law, or spouse's  
6 grandparent. In addition, an employee will be granted bereavement leave for a stillborn  
7 child if the employee provides a certificate of fetal death. Any available vacation or sick  
8 leave may be used whenever additional time is required or the employee may request  
9 personal leave.

10 **Section 6. Military Leave.** Leave shall be granted to any employee under orders that  
11 require them to serve in any of the U.S. Military branches. Employees on military leave will  
12 be returned to the appropriate position and at the appropriate level of pay and benefits  
13 consistent with applicable law.

14 **Section 7. Military Family Leave.** During a period of military conflict, the Company will  
15 provide employees with up to fifteen (15) days of unpaid leave to spend time with a military  
16 spouse once he or she has been notified of an impending call or order to active duty, or is  
17 on leave from deployment. To be eligible for this benefit, employees must be employed an  
18 average of twenty (20) or more hours per week. Employees must notify their supervisor of  
19 their intention to take the leave within five (5) days following the family's receipt of the  
20 official military notice. Employees may use any accrued leave benefits while taking military  
21 family leave. Health insurance benefits will continue at the level and conditions that would  
22 have been provided had the employee remained continuously employed. Upon the  
23 completion of leave, employee will be restored to the same job or an equivalent job with  
24 equivalent pay, benefits and conditions of employment.

25 **Section 8. Domestic Violence Leave.** If an employee or an employee's family member  
26 (child, spouse, parent, parent-in-law, grandparent, or person with whom they have a dating  
27 relationship) is a victim of domestic violence, sexual assault or stalking, the Company will  
28 provide the employee reasonable leave, intermittent leave or reduced schedule leave to  
29 seek legal or law enforcement assistance, counseling or medical treatment. Leave is  
30 without pay unless the employee chooses to use accrued sick leave or vacation time.  
31 Employees will be asked for written verification of the need for leave and the Company may  
32 also ask for documentation to determine family relationship. Health insurance benefits will  
33 continue at the level and conditions that would have been provided had the employee  
34 remained continuously employed. Upon completion of the leave, employees will be  
35 restored to the same job or an equivalent job with equivalent pay, benefits and conditions of  
36 employment. Information provided to determine eligibility for this leave will only be  
37 disclosed by the Company if the employee requests or consents to its disclosure in  
38 response to a court or administrative order or as otherwise required by federal or state law.

39 **Section 9. Departure from Work for Union Business.** Bargaining unit employees who  
40 are required for official Union business or to attend official Union functions shall be granted  
41 an unpaid leave of absence for performing such business provided the leave does not  
42 present an undue hardship on the Company's operations. Such leave shall not exceed two  
43 (2) weeks unless agreed to by the Union and the Company. While on such leave,  
44 employees shall not lose any benefit or seniority. Employees shall submit such requests for  
45 leave accompanied by an official Union communication authorizing them to act in such  
46 capacity.

1 **ARTICLE 12**  
2 **HEALTH AND WELFARE INSURANCE**

3 **Section 1. Types of Health and Welfare Insurance Plans Offered for Employees on the**  
4 **Active Payroll.** The Company agrees to make available for bargaining-unit employees and  
5 their dependents its Company health and welfare insurance programs to include Medical,  
6 Dental, vision, Life and AD&D and Supplemental Life and AD&D. The Company will make  
7 available a Flexible Spending Account and a Short-Term Disability Plan for employees only.  
8 Employee contribution amounts currently paid by employees for 2015 will be maintained for the  
9 current Plan year. The terms and conditions of the insurance benefit plans are governed at all  
10 times by the complete provision of the insurance contract or agreement under which the plans  
11 are administered.

12 **Section 2. Plan Modifications.** The Company retains full discretion and authority to modify  
13 benefits covered by this Article. The Company commits that the benefits provided will not, for  
14 the term of this Agreement, be less than provided for non-bargaining unit employees.

15 **Section 3. Quality Health Care Commitment.** The Company and the Union will meet at least  
16 annually to assess health care costs and quality.

17 **ARTICLE 13**  
18 **401(k) PLAN**

19 **Section 1. 401(k) Savings Plan.** The Company will continue to offer a 401(k) savings plan  
20 pursuant to the annual plan document. The Company shall match employee contributions at  
21 one hundred (100) percent up to a maximum employee contribution of four (4) percent. The  
22 Employer's contribution maximum contribution is capped at twenty four hundred (\$2,400) dollars  
23 per year.

24 **Section 2. Modification.** The Company retains full discretion and authority to modify benefits  
25 covered by this Article.

26 **ARTICLE 14**  
27 **SENIORITY**

28 **Section 1. Attainment of Seniority.** Employees shall not attain seniority until they have  
29 completed their probationary period, after which time their seniority shall date from their original  
30 date of hire. The probationary period may be extended by mutual agreement in writing between  
31 the Company and the Union. Grievances for termination of probationary employees and  
32 employees who have lost seniority are not subject to the grievance procedure.

33 **Section 2. Application of Seniority.** The seniority of all bargaining unit employees shall be  
34 plant-wide with respect to other employees in the respective classifications. Seniority shall apply  
35 in terms of lay off and recall. In cases of layoff, the employee with the least seniority in the  
36 affected job classification shall be laid off first. Employees selected for layoff may elect to bump  
37 into equal or lower classifications for which their seniority is higher and they are qualified to  
38 perform. The employee will inform the Company of his/her election to bump within three (3)  
39 business days following his/her notice of layoff. In recall back to work, the employee with the  
40 most seniority in the classification they last held or a lower classification, if qualified, shall be  
41 recalled first. For employees exercising their seniority to bump to a lower classification, or are  
42 downgraded, their working rate of pay will be that of the lower classification.

43 **Section 3. Loss of Seniority.** An employee shall lose seniority if s/he:

- 44 (a) Has been on lay-off for more than nine (9) months; or



- 1 (b) Fails to respond to the Company within three (3) working days of the employee receiving  
2 notice of lay off recall by certified mail, return receipt requested; or
- 3 (c) Fails to respond to the Company within five (5) working days of the date the Company  
4 sends such recall notice to the employee's last known home address on file with the  
5 Company; or
- 6 (d) Fails to return to work within ten (10) working days of receiving recall notice by any  
7 means; or
- 8 (e) Fails to report to work without giving proper notification for three (3) or more consecutive  
9 shifts; or
- 10 (f) Voluntarily quits, is terminated, retires, or fails to return within three (3) working days  
11 from an authorized leave of absence (LOA).
- 12 (g) Has been on a leave of absence due to an occupational injury/illness for more than  
13 eighteen (18) months unless a longer period is agreed upon between the Employer and  
14 the Union.

15 Employees are responsible for keeping the Company informed of current address and contact  
16 information, for purposes of this Article.

17 **Section 4. Promotions.** Procedures for promotions are specified in Article 8, Compensation,  
18 Section 9.

19 **ARTICLE 15**  
20 **GRIEVANCE AND ARBITRATION PROCEDURE**

21 **Section 1. Definition.** A grievance is a dispute over the interpretation or application of this  
22 Agreement. Such grievance may be filed on behalf of a grievant or grievants by the Union  
23 Steward or the Union Business Representative. Both parties agree to use their best efforts,  
24 including informal meetings involving management, the grievant or the Union Steward to resolve  
25 matters without resorting to the grievance procedure. This does not preclude the employee or  
26 the Union Steward from bypassing this meeting and beginning at Step 1 of this Article. In the  
27 event such informal methods do not resolve the grievance within five (5) days, all grievances  
28 shall be reduced to writing and processed in accordance with the Steps listed below. A  
29 grievance concerning a suspension or discharge may begin at Step 2 of the grievance  
30 procedure however a written grievance that specifies the nature of the alleged violation and  
31 provision(s) of the Agreement that are involved is still required.

32 The time limitations set forth herein for presenting and deciding grievances may be extended by  
33 mutual consent of the parties.

34 **Section 2. Grievance Steps.**

35 **Step 1:** Grievances must be submitted to the Company in writing by the Union within  
36 fourteen (14) days from the first occurrence on which the grievance is based or from  
37 when it could have first been discovered by the affected employee or Union. The written  
38 grievance must specify the nature of the alleged violation and the provision(s) of the  
39 Agreement that are involved. The Company shall have ten (10) days to respond in  
40 writing to the grievance.

41 **Step 2:** If the grievance is not resolved in Step 1, or the Company does not provide a  
42 timely response, the Union may, within seven (7) days after the Company's response is  
43 due, request the Company, in writing, to convene a meeting to discuss the issue.  
44 Present at the meeting will be a Union Business Representative and a senior

1 management representative and, if possible, the grievant. This does not waive the  
2 requirement that the Union file a grievance within fourteen (14) days.

3 The grievance meeting shall take place within seven (7) days after the Company  
4 receives the Union's notice. The meeting shall be scheduled with reasonable  
5 consideration to preserve the Company's normal work schedule. The meeting shall be  
6 informal and efficient.

7 The Company shall give a written answer to the Union and grievant within seven (7)  
8 days from the date of such meeting.

9 **Step 3:** Grievances not satisfactorily settled in Step 2 may be appealed to an impartial  
10 arbitrator. If the Union or the Company desires to arbitrate a grievance, they shall notify  
11 the other party in writing to that effect within ten (10) days following receipt of the  
12 Company's written Step 2 response. The parties will attempt to agree on an arbitrator.  
13 If the parties cannot agree upon an arbitrator, the grieving party will request a list of  
14 seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) within  
15 fourteen (14) days of failing to agree upon an arbitrator. The parties shall alternately  
16 strike names from the list until one (1) name remains; this shall be the arbitrator to hear  
17 the grievance. The parties will flip a coin to determine who strikes first.

18 **Section 3. Arbitration.** The fees and expenses of the arbitrator will be paid by the losing party.  
19 The parties agree that the arbitrator has the authority to determine appropriate proration of this  
20 cost in the event of a split decision and award. Each party is responsible for the cost and  
21 expenses (including attorney's fees) of their own witnesses and representatives. The decision  
22 of the arbitrator will be final and binding on the Company and the Union.

23 The decision of the arbitrator shall be final and binding on all parties. However, the arbitrator  
24 shall not have jurisdiction or authority to add to, subtract from, modify or in any way change the  
25 express provisions and terms of this Agreement. The expense and fees of the arbitration will be  
26 borne equally by both parties.

27 The arbitrator may not render an award that requires the Company to pay a discharged or  
28 suspended employee for time that the employee has not actually worked in excess of the wage  
29 and benefits the employee would have earned had they worked their normal schedule during  
30 the ninety (90) calendar days immediately following the date of discharge or suspension.

31 **Section 4. Miscellaneous.** The Union Business Representative shall be allowed to enter the  
32 shop when necessary to investigate or resolve a grievance that has been filed. Notice of this  
33 visit shall be given to management as designated by the Company. The Union Business  
34 Representative will comply with all normal requirements for any other visitors in effect at that  
35 time and will not disrupt work, engage in any activity that might pose a safety hazard, or any  
36 activity that otherwise might disrupt the Employer's operations. The Union Business  
37 Representative shall be allowed to speak with the grievant(s) and any witnesses pertinent to the  
38 grievance.

39 **ARTICLE 16**  
40 **DISCIPLINE AND DISCHARGE**

41 **Section 1.** The Company may discipline an employee up to and including discharge for just  
42 cause. The principles of progressive discipline will be followed, however the Company may  
43 establish categories of conduct that call for initial discipline at any appropriate discipline step  
44 that the Company deems necessary depending upon the severity of the violation.

45 **Section 2.** Any disciplinary action issued by the Company of either suspension or discharge  
46 will be subject to the Grievance and Arbitration procedure.

1 **ARTICLE 17**  
2 **FIELD WORK**

3 **Section 1. Definition.** Field work is considered as work done outside of the normal place of  
4 business but does not apply to work done on job sites or premises owned or operated by the  
5 Company or on Company equipment or vehicles. Such work may include the repair,  
6 maintenance, inspection, and/or installation of machinery or parts.

7 **Section 2. Compensation.**

- 8 A. The employee's work shift shall be compensated at the employee's working rate of pay.  
9 B. Transportation for field work is furnished or reimbursed by the Company. If an employee  
10 is driving their personal car or driving a Company car, all time spent traveling to field  
11 work prior to or after the employee's work shift is compensated at the employee's  
12 working rate of pay, plus mileage allowance if using their personal vehicle. The mileage  
13 allowance conforms to Federal government guidelines. Employee will use the most  
14 reasonable, cost effective route possible.  
15 C. If traveling to field work by public transportation, all time spent in such travel during  
16 hours which correspond to the employee's normal working hours is counted as hours  
17 worked. Hours spent on travel on Saturdays, Sundays and holidays which correspond  
18 to the employee's normal working hours on other days of the week are also counted as  
19 time worked.  
20 D. All tolls are paid or reimbursed by the Company.

21 **ARTICLE 18**  
22 **TRAINING**

23 **Section 1. Education Assistance.**

- 24 A. **Eligibility.** Employees are eligible for reimbursement from the Company for tuition and  
25 the costs of textbooks associated with participation in an educational program if a) the  
26 class or coursework's subject has direct application and is of value to the performance  
27 of work assignments the employee is performing at the time of their request or in  
28 preparation for position that the Company expects the employee will be very likely to fill;  
29 and b) the request for reimbursement is made after the completion of the class or  
30 coursework and submission of the formal transcript or grade report to Human  
31 Resources within thirty (30) days of completion of the class or coursework wherein the  
32 class or coursework was passed with a "C" grade or better.  
33 B. **Preapproval and Payment.** Requests will be made to the department manager using a  
34 form approved by Human Resources and must be completed and approved before the  
35 class or coursework begins. Approval for any tuition and textbook reimbursement is at  
36 the discretion of the Company and will not exceed a maximum of five thousand (\$5,000)  
37 per calendar year. Employees who leave employment with the Company will be  
38 required to payback a prorated amount of what they have received under this program  
39 in the twelve (12) months prior to leaving employment.  
40 C. **Company Required Education.** In instances where the Company has requested that  
41 an employee take a specific course, then reimbursement will be typically issued at the  
42 time of enrollment. However, if the employee fails to follow through with class  
43 attendance or fails to complete the course, then they will be required to reimburse the  
44 Company for any costs paid.

1  
2  
**ARTICLE 19**  
**HEALTH AND SAFETY**

3 **Section 1. Mutual Objective.** The Union and Company recognize the value of working  
4 together to maintain high standards of occupational health and safety throughout the Company.  
5 Both parties commit to work together to create an environment which promotes a positive  
6 approach to processes, attitudes and activities that achieve a workplace free of incidents,  
7 accidents and injuries. It is our intent that no employee shall be required to perform work that  
8 involves an imminent danger to health or physical safety.

9 A. **Health and Safety in the Workplace.** The Union and the Company are committed to  
10 working together to maintain a healthy and safe workplace. Both parties agree that all  
11 employees should be actively involved in creating a safe workplace and complying with all  
12 applicable safety and health policies and procedures.

13 **Section 2. Safety Committee.** There shall be a Safety and Health Committee organized and  
14 operated in accordance with state requirements. This Committee shall meet on a monthly basis  
15 at a minimum, and in a manner that allows for participation from employees working all shifts,  
16 and will be responsible for resolving safety concerns. The Company and the Union shall  
17 appoint two (2) focals to the Safety Committee. The Union will designate a Union  
18 Representative or appropriate delegate as the Union's focal point. The Company will designate  
19 the appropriate site safety manager, or his/her designee, as the Company's focal point. The  
20 focal points will be the contact for occupational health and safety issues at the facility.

21 The Company shall notify the Union of all time loss accidents which occur in the plant within a  
22 reasonable time.

23 The Company shall provide reasonable administrative support for the Committee. Time spent  
24 by members of the Committee at the request of the Company shall be considered paid work  
25 time. The Committee shall perform its tasks during normal work hours, to the extent possible.

26 **Section 3. Use of Safety Devices.**

27 A. The Company will furnish appropriate safety devices for all employees working on  
28 potentially hazardous work. The Company agrees to provide reasonable accommodations  
29 for an employee requiring special safety needs. The Company shall replace Company-  
30 required safety shoes accidentally and irreparably damaged while performing their job  
31 assignment.

32 B. The Union and the Company has a commitment to individual employee safety and  
33 regulatory compliance.

34 **Section 4.** The Company will maintain emergency first aid stations/service.

35 **Section 5.** When an employee at work requires immediate medical attention due to an industrial  
36 injury/illness or exposure to hazardous agents in the work environment, the Company will  
37 provide the transportation to and from the appropriate medical facility. If such an employee is  
38 returned to his/her work location and is unable to use his/her normal transportation home, the  
39 Company will provide that transportation.

40 **Section 6. Drug and Alcohol Testing:** The Company may require any applicant or employee  
41 to undergo drug and/or alcohol testing at any time, and may deal with positive test results under  
42 the terms of the Company's policy, as in effect at that time. Any drug and alcohol testing  
43 program will include generally accepted testing procedures. An employee who tests negative  
44 will be fully compensated for any time spent on a testing procedure.

1 The Employer agrees to make available information on an Employee Assistance Program  
2 available to employees.

3 **ARTICLE 20**  
4 **MISCELLANEOUS**

5 **Section 1. Sabotage.** The Union agrees to report to the Company when it has knowledge of  
6 any acts of sabotage or damage to or the unauthorized or unlawful taking of Company,  
7 government, customer or any other person's or employee's property. The Union further agrees,  
8 if any such acts occur, to use its best efforts in assisting to identify and apprehend the guilty  
9 person or persons.

10 **Section 2. Company Access.** The Union acknowledges that property provided by the  
11 Company (such as, but not limited to desks, file cabinets, computers, computer files, e-mail,  
12 locker, and Company vehicles) is subject to Company access from time to time as the need  
13 arises, with or without prior notice. A Union Steward will be present whenever the Company  
14 conducts such a search if the Union Steward's presence is requested by the impacted  
15 employee. It further acknowledges that the Company's policy is to search any personal  
16 property an employee chooses to bring to work, if it has a legitimate business reason. The  
17 Company will not use this provision for the purpose of harassment of any employee.

18 **Section 3. Equal Employment Opportunity.** The Union recognizes the Company has a legal  
19 responsibility and is committed to giving equal opportunity to all qualified persons. Therefore, all  
20 individuals will be recruited, hired, assigned, advanced, compensated and retained on the basis  
21 of their qualifications and performance and will be treated equally in these and all other respects  
22 without regard to race, color, religion, sex, age, national origin, marital or military status, sexual  
23 orientation, physical, mental or sensory disability, gender identity and genetic information or any  
24 other bases protected by federal, state or local law. It shall be considered the responsibility of  
25 all supervisory employees to further implement this policy and ensure conformance by their  
26 subordinates by taking all necessary steps to eliminate the possibility of any improper  
27 discrimination against employees and applicants in all categories and levels of employment. All  
28 personnel will work actively to maintain a work place that is free of arbitrary discrimination in all  
29 categories and at all levels of employee relations. All employees are expected to refrain from  
30 any activities that are discriminatory in nature.

31 **Section 4. Nondiscrimination.** All terms and conditions of employment included in this  
32 Agreement shall be administered and applied without regard to race, color, religion, national  
33 origin, status as a disabled military veteran, age, gender, sexual orientation or the presence of a  
34 disability.

35 **Section 5. Company Interviews.** Each employee has the right, during an investigation  
36 conducted by the Company, or any third party of the Company, that the employee reasonably  
37 believes may result in discipline, to request the presence of his/her Union Steward, if the Union  
38 Steward is available. If his/her Union Steward is not available, such employee may request the  
39 presence of another immediately available Union Steward and or witness.

40 **Section 6. Information Provided to Union.** The Company will furnish to the Union, upon  
41 request or as changes occur but not more than monthly, a list of all employees covered by this  
42 Agreement. The list will include name, address, phone number, rate of pay, job classification,  
43 date of hire, department and shift. Temporary employees will be specifically designated.

44

1 **ARTICLE 21**  
2 **NO STRIKES AND NO LOCKOUTS**

3 **Section 1.**

- 4 A. During the term of this Agreement, and regardless of whether an unfair labor practice is  
5 alleged, there shall be no slowdowns, picketing, boycotts, cessation of work, strikes  
6 (sympathy or other), interference with the business of the Company or other disruptive  
7 activities by employees or the Union, and no lockouts by the Company.
- 8 B. Any employee violating this provision shall be subject to whatever disciplinary action may  
9 be warranted.

10 **ARTICLE 22**  
11 **SEPARABILITY**

12 If any term or provision of the Agreement is, at any time during the life of the Agreement,  
13 adjudged by a court or administrative body of competent jurisdiction to be in conflict with any  
14 law, such term or provision shall become invalid and unenforceable, but such invalidity or  
15 unenforceability shall not impair or affect any other term or provision of this Agreement. The  
16 Union and the Company shall meet to negotiate to resolve the conflict.

17 **ARTICLE 23**  
18 **COMPLETE AGREEMENT**

19 The parties acknowledge that during the negotiations which resulted in this Agreement, each  
20 had the unlimited right and opportunity to make demands and proposals with respect to any  
21 subject or matter not removed by law from the area of collective bargaining, and that the  
22 understanding and agreements arrived at by the parties after the exercises of that right and  
23 opportunity are set forth in this Agreement. Therefore, the parties, for the life of this Agreement,  
24 waive the right, and each agrees that the other shall not be obligated, except as otherwise  
25 provided in this Agreement, to bargain collectively with respect to any subject of matter referred  
26 to or covered in this Agreement. Further, the parties, for the life of this Agreement, waive the  
27 right, and each agrees that the other shall not be obligated to bargain collectively with respect to  
28 any subject or matter not specifically referred to or covered in this Agreement, even though such  
29 subject or matter may not have been within the knowledge or contemplation of any of the parties  
30 at the time this Agreement was negotiated or signed.

31 **ARTICLE 24**  
32 **SUCCESSORS AND ASSIGNS**

33 If ownership of the Company is transferred, the Company will provide the Union with any  
34 necessary contact information for any successor owner that plans to operate the business.  
35 Nothing in this provision shall limit or reduce other rights or obligations of the parties under the  
36 National Labor Relations Act.

37 **ARTICLE 25**  
38 **DURATION**

39 This Agreement shall become effective as of the beginning of first shift on [REDACTED] (which  
40 date is the date as of which this Agreement was executed, sometimes referred to as the  
41 "effective date of this Agreement") and shall remain in full force and effect until midnight at the  
42 close of [REDACTED], 2018, and shall automatically be renewed for consecutive periods of one (1)  
43 year thereafter, unless either party shall notify the other in writing, at least sixty (60) days but not  
44 more than ninety (90) days prior to [REDACTED] of any calendar year, beginning with 2018, of its

1 desire to terminate the Agreement, in which event this Agreement shall terminate at midnight at  
2 the close of such [REDACTED], unless renewed or extended by mutual written agreement. In the  
3 case of such notice the parties agree to meet immediately thereafter for the purpose of  
4 negotiating a new Agreement or a written renewal of this Agreement.

1 On behalf of the collective bargaining unit for which,  
2 respectively, the undersigned is the certified collective  
3 bargaining agent, each of the undersigned as of the date  
4 states above and as a party to the foregoing Agreement  
5 hereby accepts and agrees to the terms and conditions  
6 thereof.

7

JORGENSEN      FORGE  
CORP

IAM&AW DISTRICT 751

\_\_\_\_\_  
Bob Zubaty, Vice President  
Operations

\_\_\_\_\_  
Jon Holden, District President  
And Directing BR

\_\_\_\_\_  
Randy Zeiler, President  
Allied Employers, Inc.

\_\_\_\_\_  
Joe Crockett, Business Rep.

\_\_\_\_\_  
Richard Jackson, CoS

\_\_\_\_\_  
Dan Swank, BR

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Steve Jarvis  
Committee Member

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Keith Felt  
Committee Member

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**MEMORANDUM OF UNDERSTANDING**  
**Subject: Skill Level Progression**

The Company and the Union agree they will meet to finalize the Skill Level Progression Chart which will include agreement on placement and rates of pay for each employee.

The parties agree there are core skills associated within each level. It will be necessary to continue to meet to determine how those core skills correspond to pay progression through the levels.

All employees will be given the reasonable opportunity to receive training to advance beyond their initial placement within their level.

The Skill Level Progression project, except for agreement on the rates of pay for each employee, will be completed and in operation no later than September 1, 2015. If this date is not met, then each employee will automatically receive a one (1) percent pay increase effective September 1, 2015. This will be in addition to the scheduled general wage increases specified in Article 8.