

**AGREEMENT BETWEEN**  
**DYNAMET INCORPORATED, A CARPENTER COMPANY**

**and**

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

**LOCAL 14693 AF**

**2022-2025**

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## **AGREEMENT**

MADE BY AND BETWEEN Dynamet, Incorporated, a Carpenter Company, Washington, Pennsylvania, hereinafter referred to as the “Employer”, and the United Steel, Paper and forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, on behalf of Local 14693 AF, hereinafter referred to as the “Union”.

WHEREAS, the parties hereto are desirous of entering into an Agreement as to wage rates, hours of work and other conditions of employment, and to do away with the possibility of strikes, boycotts, lockouts and the like;

NOW THEREFORE, the Employer and the Union acting by and through their duly authorized agents, hereby agree as follows:

### **ARTICLE 1 RECOGNITION**

1.1 The Employer recognizes the Union as the sole and exclusive agency to bargain collectively for the purpose of establishing rates of pay, hours of work, and other conditions of employment for hourly production and maintenance employees employed by Employer at its Washington, Pennsylvania, facilities.

1.2 The Technology Development jobs are not within the bargaining unit.

1.3 All present employees and any employees hired in the future shall on or after the thirtieth (30th) calendar day following the beginning of their employment or the effective date of this Agreement, whichever is the later, become and remain members of the Union as a condition of employment.

1.4 The Employer will check off monthly dues, uniform assessments and initiation fees as designated by the International Treasurer of the Union, on the basis of individually signed voluntary check-off authorization cards on forms agreed to by the Employer and the Union. The Union will be allowed one (1) hour within fourteen (14) calendar days from an employee's start date to discuss the particulars of Union membership, at a time decided by the Employer.

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

## **ARTICLE 2 EMPLOYMENT**

2.1 New employees shall be considered to be probationary employees for a period of one thousand two hundred (1,200) hours worked by the probationary employee, during which time they shall have no seniority, but shall enjoy and be bound by all other provisions of this Agreement. During such probationary period, the probationary employees may be discharged at any time and for any reason which shall be deemed sufficient to the Employer. If such employees are retained beyond the probationary period, they shall immediately thereafter be classified as regular employees and their seniority shall be retroactive to the date of their employment. New employees will receive healthcare benefits on the 90<sup>th</sup> calendar day of employment provided they are an active employee at that time.

2.2 The Dynamet Substance Abuse Policy and Procedures, effective September 25, 2019, or as it may be subsequently amended by the Parties, shall be the governing document with respect to drug and alcohol testing.

**ARTICLE 3  
WAGE RATES AND PAYMENT**

3.1 The basic classification rates for jobs within the bargaining unit are set forth below. All employees are expected to perform all jobs which may be assigned to them. Consistent with the requirements of efficient operations of the plant and production demands, employees will be offered reasonable opportunity to learn a variety of jobs.

Position	11/01/2022	08/27/2023	08/25/2024
Machine Operators Standard	\$28.77	\$29.49	\$30.23
Maintenance Helper	\$29.28	\$30.01	\$30.76
Maintenance Level One	\$30.06	\$30.81	\$31.58
Maintenance Level Two	\$32.40	\$33.21	\$34.04
Maintenance Level Three	\$35.00	\$35.88	\$36.78

3.2 All machine operators who are temporarily moved to a Premium Pay Position identified in Article 9, will receive the higher pay rate for the hours worked at the Premium Pay Position.

3.3 Employees will be paid every two (2) weeks, with pay on Friday for the pay period ending the previous Saturday as per the schedule chart for each department in Article 4.5. If Friday is a holiday, every effort will be made to pay on Thursday. All employees hired or rehired after September 1, 2007 will be required to receive their pay through direct deposit. Paychecks will be mailed to employees' home addresses on record with the Company. If a

Paycheck is not received by the end of the day on the Monday after the pay on Friday, payroll will issue a stop payment on the check and issue a manual replacement check as soon as reasonably possible.

3.4 Employees who receive their payroll information through the Employer's Human Resource Payroll system are required to make reasonable attempts to retrieve said information and gain access to the system in a timely manner. Employees who, after making reasonable attempts, are unable to retrieve the information, may request a copy of the pay stub and it will be provided no later than the close of business Monday for information which could have been accessed the previous Wednesday. Should the Employer believe that an employee is not making reasonable attempts, it has the right to contact the Local Union Leadership and may lead to the Employer refusing to provide copies in the future.

#### **ARTICLE 4 WAGE AND HOUR REGULATIONS**

4.1 The regular work day shall consist of eight (8) hours and the regular work week shall consist of forty (40) hours. This shall not be construed as a guarantee of a minimum number of hours per day or per week.

4.2 An employee who is scheduled or notified to report for scheduled work of four (4) hours or more or who is called for an emergency callout and who does report for work shall be provided with and assigned to a minimum of four (4) hours of work. In the event the scheduled work is not available, the Employer shall have the option of assigning to him any other available work or sending him home. In either event, the employee shall receive a minimum of four (4) hours' pay at the basic classification rate of the job for which he was scheduled or notified.

4.3 All employees will receive a one-half (1/2) hour paid lunch period per turn beginning no earlier than four (4) hours nor later than six (6) hours after the beginning of the turn, except in emergency situations, but the Supervisor or Group Leader shall have the final authority to determine the specific time.

4.4 The daily starting and quitting time shall be that time as is designated by the Employer. Employees are required to utilize the Company's time and attendance clock within their assigned department only, unless otherwise designated by the Employer, and no earlier than ten (10) minutes before the start time of the shift and immediately after the end of their scheduled shift times.

4.5 The Employer's current shifts, starting and quitting times for each department, are designated in the chart below. This chart can be amended by the Employer, and does not require, nor does it restrict, either the addition or deletion of a shift or the scheduling of employees to either come in earlier or stay later than the hours designated.

<u>Department</u>	<u>Midnight Shift</u>	<u>Day Light Shift</u>	<u>Afternoon Shift</u>
Wire Mill -	10:30 p.m. – 6:30 a.m.	6:30 a.m. – 2:30 p.m.	2:30 p.m. – 10:30 p.m.
Rolling Mill -	10:00 p.m. – 6:00 a.m.	6:00 a.m. – 2:00 p.m.	2:00 p.m. – 10:00 p.m.
Maintenance -	11:00 p.m. – 7:00 a.m.	7:00 a.m. – 3:00 p.m.	3:00 p.m. – 11:00 p.m.
Large Bar -	11:00 p.m. – 7:00 a.m.	7:00 a.m. – 3:00 p.m.	3:00 p.m. – 11:00 p.m.
Fine Wire -	11:00 p.m. – 7:00 a.m.	7:00 a.m. – 3:00 p.m.	3:00 p.m. – 11:00 p.m.
Shapes -	10:55 p.m. – 6:55 a.m.	6:55 a.m. – 2:55 p.m.	2:55 p.m. – 10:55 p.m.
North Main High Bay	10:30 p.m. – 6:30 a.m.	6:30 a.m. – 2:30 p.m.	2:30 p.m. – 10:30 p.m.
Surface Prep	11:00 p.m. – 7:00 a.m.	7:00 a.m. – 3:00 p.m.	3:00 p.m. – 11:00 p.m.
Shipping/Receiving		7:00 a.m. – 3:00 p.m.	



Department Work Schedules shall be posted by Thursday at 2:00 PM for the following work week.

4.6 For each hour worked in excess of eight (8) in a work day or forty (40) in a work week, an employee shall receive one and one-half (1-1/2) times the basic classification rate.

4.7 For each hour worked on a Saturday, the employee shall receive one and one-half (1-1/2) times the basic classification rate provided the employee has worked all hours for which the employee was scheduled in that work week. An employee who misses scheduled work because absent for legitimate local Union business shall be considered as having worked those hours for purposes of this Paragraph.

4.8 For each hour worked on a Sunday, the employee shall receive two (2) times the basic classification rate. Sunday premium of two (2) times the basic rate classification will be reduced by any regularly scheduled straight-time hours or Saturday hours missed by the employee during that payroll week. An employee who misses scheduled work because absent for legitimate local Union business, or an absence due to illness with documentation, shall be considered as having worked those hours for the purposes of this paragraph.

4.9 Nothing herein contained shall be construed to require or permit the pyramiding of premium or overtime rates or either of them. It is understood that no employee shall receive more than the rates provided in Article 5, for hours worked on a holiday. To the extent that hours are compensated for at overtime or premium rates under one provision, they shall not be counted as hours worked in determining overtime or premium rates under the same or any other provision.

4.10 For purposes of this Article, the workday shall be the twenty-four (24) hour period beginning as per the schedule chart referenced in Article 4.5. For purposes of computing daily-overtime, all hours worked over eight (8) on the same shift shall be considered as having been worked on the same day.

The work week shall be defined as the seven (7) day period beginning with the Sunday Midnight Shift as per the schedule chart referenced in Article 4.5. Weekly shift rotations will begin on Sunday. For purposes of premium pay calculation for holidays, Saturday and Sunday, the starting time designated for the Midnight Shift on the schedule referenced in Article 4.5 shall be deemed as beginning at 12:01 A.M.

Employees will be permitted eight (8) hours off between shifts, unless the employee requests to come back earlier. This will be at the discretion of management and based upon the operational needs of the Employer.

## **ARTICLE 5 HOLIDAYS**

5.1 The following holidays shall be recognized as legal holidays: New Year's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; the day after Thanksgiving Day; the day before Christmas Day; Christmas Day; New Year's Eve and two (2) floating holidays per contract year. The floating holidays are to be mutually selected by the Employer and the Union

5.2 All employees covered by this Agreement who perform work or are on vacation during the two (2) calendar week period preceding that calendar week in which the holiday falls shall receive eight (8) hours of pay at the employee's basic classification rate for each of the above enumerated holidays under the following conditions:

5.3 The employee must have worked his last scheduled work day prior to and his next scheduled work day after such holiday except as such absence may be excused by Employer upon presentation of a reasonable excuse.

5.4 When one of the above enumerated holidays falls on a Sunday, the next following day which is not itself a holiday shall be observed as such holiday. When one of the above enumerated holidays falls on a Saturday, the next preceding day which is not itself a holiday shall be observed as the holiday.

5.5 When one of the holidays falls during the regular vacation of an employee entitled to holiday pay, he shall receive his holiday pay but shall not receive additional time off.

5.6 Employees who are required to work on any of the above enumerated holidays shall be paid the holiday pay in addition to two (2) times the basic classification rate for hours actually worked on the holiday.

5.7 Unworked holidays shall be counted as a day worked in computing overtime pay.

5.8 There will be no mandatory overtime on any weekends that a holiday is observed on a Monday or a Friday. During a holiday weekend, if work is required to be performed due to unforeseen and/or emergent circumstances, including but not limited to, customer relation issues, the Employer will first attempt to fill all necessary labor needs through voluntary sign up. In the event that an insufficient number of volunteers are obtained to perform the work, the Employer will first meet with the Local Union Leadership to try and reach a resolution to the labor needs. If no resolution is agreed upon, the Employer has a right to schedule unfilled vacancies according to the established overtime procedure.

## **ARTICLE 6 VACATION**

6.1 Each employee who has satisfied the eligibility requirements as set forth in this Article as of December 31 of the preceding calendar year shall receive one (1) vacation day for each complete one hundred fifty (150) hours worked in the preceding calendar year, up to a maximum of ten (10) vacation days, except that an employee who has at least fifteen hundred (1500) hours worked shall receive ten (10) days of vacation.

6.2 Employees with (7) seven or more years of seniority as of December 31 of the preceding calendar year with at least seventeen hundred eighty (1780) hours worked, shall receive up to a maximum of fifteen days of vacation.

6.3 Employees with twenty (20) or more years of seniority as of December 31 of the preceding calendar year with at least seventeen hundred eighty (1780) hours worked, shall receive up to a maximum of twenty (20) days of vacation.

6.4 The term “hours worked” in this Article shall include (1) hours actually worked; (2) paid holiday hours; (3) paid vacation hours; (4) scheduled hours missed due to a bona fide accident or illness for which the employee has applied for and for which has been accepted as a disability by the Company’s designated provider, up to a maximum of 600 hours; (5) scheduled hours missed due to an injury received while performing work for the Employer and for which the employee receives worker’s compensation, up to a maximum of 1,000 hours; (6) hours missed on approved Dynamet related Union business, (other approved Union related business missed must be presented in writing, in advance, of the missed time); and (7) hours for which the employee receives bereavement pay.

6.5 Employees shall be paid eight (8) hours at the basic classification rate for each day of vacation.

6.6 FULL WEEKS - All employees will be required to first schedule all allocated full weeks of vacation in full week blocks. Vacation slips for full vacation week requests will be passed out the first Monday in December and must be completed and returned to Employer by the third Monday in December. If deadline is not met, the employee loses seniority rights as far as vacation scheduling. Vacation will, so far as possible, be granted at times most desired by employees, longer service employees being given first choice.

Full week vacation schedules will be posted the first working day of the calendar year. Employees will have ten (10) calendar days in which to challenge the tentative vacation schedule. The final full week schedule will be posted five (5) calendar days after the end of the challenge period.

The maximum number of employees allocated to be on vacation by department is as follows: (The right to change such allotments is exclusively reserved to the Employer to insure the orderly operation of the plant and upon notification to the Union.)

<u>Department</u>	Maximum No. of Employees
Wire Mill -	3
Rolling Mill -	4
Maintenance -	2
Large Bar -	3
Fine Wire -	3
Shapes -	3
North Main	3
Surface Prep	2
Shipping/Receiving	1

If a full week of vacation becomes available, that week will be posted for a period of seven (7) calendar days, if possible, and will be granted by seniority. If the week remains open after the seven (7) days, it will be filled on a first come, first serve basis.

6.7 SPLIT WEEKS/DAYS - During the ten (10) calendar day period following the posting of the final schedule, employees by length of continuous service shall be permitted to schedule individual split days into weeks where maximum allocations in a department are not full. One week of vacation may be split into individual days. On the one week split vacation, the right to change such allotments is exclusively reserved to the Employer to insure the orderly operation of the plant. Full weeks that have been scheduled in June, July and August cannot be changed to split days during June, July and August. However such weeks may be changed to split days during any other month(s). The Employer shall not have the right to reschedule an employee's vacation to coincide with a period of layoff or shutdown without the consent of the employee.

If a split week of vacation becomes available, that week will be posted for a period of seven (7) working days, if possible, and will be granted by seniority. If the week remains open after seven (7) days, it will be filled on a first come, first served basis.

After the end of this ten (10) calendar day period, split vacation days will be granted on a first request basis. If predetermined department vacation limits in a department as per the schedule above in this Article are not exceeded in a given week, employees will be granted non-emergency vacation day(s).

6.8 EMERGENCY SPLIT DAYS - When pre-determined department vacation limits are at full allocation, employees may split a second full week of vacation as per the following;

- (a.) After utilizing all available splits, employees may request up to a maximum of three consecutive emergency vacation days in a week for one

unforeseen, emergency or other urgent reason, including time not covered under Article 7 bereavement Leave;

- (b.) Employees must first use other available options, if possible, such as Work Related Injury, or Sickness & Accident, if available, or to be paid for approved unpaid qualified leave such as FMLA prior to requesting this option;
- (c.) The specific reasons must either be provided to Human Resources in writing or called in to Human Resources for approval prior to the need for time off when possible;
- (d.) Documentation for proof of need, when possible, will be required at the time of need or no later than five calendar days of the incident;
- (e.) In order to minimize the disruption of orderly operation of the facility, requests presented within 36 hours or less of the shift will only be allowed for documented reasons deemed as extreme in nature by Human Resources;
- (f.) Pre-determined department vacation limits can only be exceeded by one additional emergency vacation request;
- (g.) When a request is received and approved by the company for a week, the week is considered closed to other requests; and
- (h.) The individual days remaining after the unforeseen and urgent leave must be taken in the work week originally scheduled. The remaining individual days can be moved to other weeks according to Article 6.6.

6.9 Any employee with seven (7) or more years of seniority as of December 31 of the preceding calendar year who has worked at least seventeen hundred and eighty (1780) hours or more in that calendar year shall receive a vacation bonus in the current calendar year as follows:

<u>Date of Payment</u>	<u>Amount</u>
9/1/22 – 1/1/25	\$350

The bonus shall be payable with the first full-week vacation check paid during the following year.

6.10 In addition, if an employee takes a full week of vacation in any of the months of January, February, March or April, they will receive an additional \$300 lump sum bonus for all weeks taken during this time period, paid at the end of the pay period of the full week it is taken.

## **ARTICLE 7 BEREAVEMENT LEAVE**

7.1 In the event of the death of any of the relatives listed below, an employee, upon request, will be excused and paid for scheduled shifts as detailed below, which fall within a consecutive day period, provided however that one such calendar day shall be the day of the service and it is established that the employee attended the service.

(4 Days)

Legal Spouse, Parent, Sibling, Grandchild, Child or Step-Child who lived with the employee in an immediate family relationship, Step-Parent and Step-Siblings who have lived with the employee, Mother or Father in-law.



Payment shall be eight (8) hours of pay at the employee's Regular Rate of Pay. An employee will not receive bereavement pay when it duplicates pay received for time not worked for any other reason. Time thus paid will be counted as hours worked for purposes of determining overtime or premium pay.

(2 Days)

When death occurs to an employee's Grandparent, the employee will be excused and paid for an absence on the day of the service provided it is established that the employee attended the service, and either the day before or after.

When death occurs to an employee's brother or sister in-law the employee will be permitted off the day of the service without being charged an absence but will not be paid for the day.

7.2 During a week in which an employee receives bereavement pay, the employee may volunteer but will not be required to work overtime, and available overtime will not be attributed for equalization purposes. The employee must specifically advise his supervisor prior to posting of the overtime schedule that he wishes overtime.

## **ARTICLE 8 CONTINUOUS SERVICE**

8.1 Continuous service shall be calculated from the date of first employment or reemployment following a break in continuous service.

8.2 Continuous service shall be broken by:

(a.) Discharge;

(b.) Voluntary Quit/ Resignation;

(c.) Layoff in excess of two (2) years. It is the employee's responsibility to keep contact information up to date with Employer.

(d.) Absence due to a physical disability or illness in excess of two (2) years, four (4) years for injury received while performing work for the Employer and for which the employee receives worker's compensation) or the employee's length of continuous service at the time of separation from active service, whichever is less;

(e.) Failure to report for work, or failure to report off, for three (3) consecutive working days, including scheduled Saturdays which were posted prior to the employee's last leaving work or about which the employee was notified, without an excuse acceptable to the Employer being presented within the three (3) day period;

(f.) Failure to report from layoff within seven (7) calendar days after sending of notice of recall by certified mail, return receipt requested, except that an employee who is on layoff shall have the option of remaining on layoff for any week for which he is recalled when the Employer does not reasonably expect at least thirty-two (32) hours of work to be available for the employee in the week of recall. The Employer shall advise the employee at time of recall of the number of expected hours of work, but the Employer shall sustain no penalty for errors if its estimate was reasonable at the time it was made. The Employer shall be entitled to rely on the last written address furnished by the employee. An employee who fails to report will not lose continuous service if he has neither been contacted personally by the Employer nor been contacted by the postal service based upon records showing delivery or notification of attempted delivery during the seven (7) day period. The Union will be given copies of the recall letters when sent.

8.3 Questions concerning the proper application of this provision may be processed through the grievance procedure.

8.4 Employees shall be laid off and recalled in accordance with their continuous service with Employer, except that an employee to be retained or recalled must be capable of performing all functions within the job to which he is recalled.

8.5 An employee who is promoted out of the bargaining unit shall for all purposes retain bargaining unit continuous service for a cumulative total of twenty-six (26) weeks. If at the end of that twenty-six (26) week period, the employee remains in a job outside the bargaining unit, he shall forfeit all rights of returning to the bargaining unit. The employee shall remain a member of the bargaining unit and continue to pay normal union dues during this period, unless the employee voluntarily relinquishes his right to return to the bargaining unit under this provision.

8.6 If the Employer opens another facility within a fifty (50) mile radius of the existing Washington plant, and any employee at the Washington, Pennsylvania plant is laid off as a result of the opening of the new facility, the laid off employee shall be offered employment at the new facility provided the employee has the necessary ability to perform the work at the new facility.

## **ARTICLE 9 PREMIUM PAY POSITONS**

9.1 The Employer may create the position of Group Leader for such periods of time as may be necessary, may assign the Group Leader to perform such production work as the Employer may designate, and may abolish the position. The premium pay rates for a Group Leader shall be \$3.00 per hour above their current basic classification rate as referenced in

Article 3.1. If the Employer decides to fill any Group Leader position, employees shall be permitted to bid and the Employer shall select the replacement from among the employees bidding if any such employees possess the necessary qualifications. A Group Leader will be required to report any misconduct or problems but is not authorized to take any disciplinary action. In the event that the Employer or Local Union Leadership have issues concerning the performance of the Group Leader, the Plant Manager and Local Union Leadership will meet with the Group Leader to discuss such issues and the expectations to correct those issues. The Employer shall consult with Local Union Leadership before removing a Group Leader for performance issues.

9.2 The following Machine Operator positions will be eligible for premium pay above the basic classification rate referenced in Article 3.1:

Rolling Mill Tippins/Kocks Pulpit -- \$3.50 per hour;

Large Bar Sonic -- \$2.50 per hour.

9.3 All premium positions will be awarded to the most qualified bidder. If the qualifications are equal, the bid shall go to the most senior bidder.

## **ARTICLE 10 WORK BY SUPERVISORS AND CONTRACTORS**

10.1 No member of Management at the plant shall perform work on a job normally performed by an employee in the bargaining unit at the plant. This provision shall not be construed to prohibit members of management from performing the following types of work:

- (a.) experimental or testing work;
- (b.) demonstration work performed for the purpose of instructing and training employees;

(c.) work required of supervisors by emergency conditions which cannot reasonably be foreseen by or are beyond the control of management on the scene; and

(d.) work which, under the circumstances then existing, it would be unreasonable to assign to a bargaining unit employee.

10.2 Work which is incidental to duties of members of Management on a job normally performed by such persons, even though similar to duties found in jobs in the bargaining unit, shall not be affected by this provision to the extent such work is normally performed. It is not intended that the language of this paragraph shall cause Management to extend its prerogative to have such work performed by members of Management.

10.3 During periods of substantial work force reductions, the parties are aware that each of them will be especially sensitive to this provision, recognizing both the need for employee job security, and the need to maintain reduced manpower costs in light of the hard economic situation. The parties will meet as necessary to discuss any problem.

10.4 The restrictions on the performance of work by members of Management imposed by 10.1 above shall not be applicable during periods of reduced production on afternoon or night turns on which there are five (5) or fewer bargaining unit employees scheduled to work at the Washington, PA facility. On such turns, one (1) supervisory person per turn may without restriction perform work normally performed by a bargaining unit employee if the supervisory employee was at one time a member of the bargaining unit. It is understood that Supervisors may, from time to time, assist bargaining unit employees regardless of the number of bargaining unit employees scheduled to work.

10.5 Notwithstanding the restrictions in 10.1 above, the Employer may appoint one (1) systems maintenance supervisor who shall be permitted to perform all maintenance work. When performing maintenance work on a machine to which a bargaining unit employee is normally assigned to work, the bargaining unit employee shall assist the system maintenance supervisor unless the employee is assigned to work on another machine.

10.6 Non-bargaining unit employees and contractors shall continue to have the right to perform work similar to that performed by Systems Technicians and Maintenance Employees, and the creation and use of this job will not be considered as a precedent with respect to the right of the Employer to have maintenance work performed by outside contractors. Employer will notify the Union seven (7) calendar days prior to work performed, when possible. Routine unskilled and semi-skilled incidental maintenance may be assigned to production employees.

10.7 The Employer shall have the right to subcontract production work under any of the following conditions:

- (a.) The Employer does not have production facility or equipment to perform the work;
- (b.) The work is production work which has been historically consistently performed outside the plant;
- (c.) The work cannot be completed on time given customer demand with the employees working a normal work week;
- (d.) No employees who normally perform the work are on lay-off with recall rights.

10.8 The Employer will notify the Union seven (7) days prior to committing to any subcontracting of production work, unless it is an emergency. At this time, the Employer and the Union will meet to discuss overtime mandates prior to the work being performed outside the plant. The Employer will have the final right to schedule overtime.

10.9 Subcontracting of production work is authorized under the provisions of Article 10, Section 7 but except as authorized by one of these provisions, no provision of Article 10, Section 7 shall be used to erode, circumvent or nullify any of the terms and provisions of this Agreement including wage scales.

## **ARTICLE 11 OVERTIME**

11.1 Overtime (those hours which are paid as provided in Article 4.6, 4.7 or 4.8 shall be allocated among bargaining unit employees within each Department as equally as reasonably possible.

- (a.) When full shifts are not required to work overtime, any overtime required for a particular job shall go to the primary employee of that job and that employee will be scheduled or be asked to volunteer first where reasonably possible.
- (b.) The qualified department employee with the lowest overtime hours will be scheduled or asked to volunteer only if the primary employee cannot work the overtime.
- (c.) In the event all employees decline to work, the least senior qualified department employee will be assigned the required overtime.

- (d.) For the purposes of Section 11.1, the definition of a “primary employee” is the employee’s Department Preference or bid awarded job at the time, but does not include employees temporarily assigned to a job.

11.2 The overtime chart showing the order of employees will be maintained by the employer and will be updated weekly, as equally and reasonably as possible.

11.3 Overtime to be worked on a Saturday or Sunday shall be posted by 2:00 P.M. on the preceding Wednesday. Daily (Monday through Friday shift) overtime shall be posted 24 hours ahead of time. Neither posting provision shall be applicable when the work which is to be performed on overtime is work which could not reasonably have been anticipated at or before the posting time.

11.4 Employees shall be required to accept weekend overtime as assigned. Should an employee request to be excused from weekend overtime, said employee on or after 2:00 P.M. Wednesday of that week shall request from their immediate supervisor a list of qualified employees in order of overtime worked in the employees’ department. The supervisor will be notified of the substitute and shall approve except in unusual circumstances. If the employee cannot find a substitute, the employee shall be required to work the overtime.

11.5 If a full department is scheduled for Saturday or Sunday and an employee wants to give up his/her weekend overtime, the employee may find another qualified replacement employee outside of the scheduled employee’s department. The use of non-departmental employees shall not cause any additional overtime hours in either department and includes the following conditions:

- (a.) The non-departmental employee:



- i. is qualified to perform the job, at the department supervisor's discretion;
  - ii. is not needed in his home department; and
  - iii. adheres to a safe schedule (e.g.no back- to- back shifts); and
- (b.) Must sign name next to non-departmental employee on the qualified list each time they use this process in an effort to equalize overtime as reasonable as possible.
- (c.) Employees requesting to give away weekend overtime must complete and return to the Department Supervisor the Dynamet Non-Departmental Overtime Switch Request form.

11.6 Employees shall be required to accept daily overtime as assigned, except that if an employee has a reasonable excuse for being unable to work overtime on a particular day, an attempt will be made by the supervisor to find another employee to work the overtime. In the event the supervisor cannot find an employee to work the overtime in question, overtime shall be worked by the least senior qualified individual.

11.7 When a department is scheduled more than fifty-two (52) hours per week for a time period lasting more than five (5) continuous weeks, at the request of the Union, the Employer and Union will meet to review ideas to alleviate overtime in the department.

11.8 When possible, on overtime, if an employee completes his/her production/maintenance related scheduled assignments, the employee will be permitted to leave early as long as approved by the Employer.

11.9 An employee who works in excess of ten (10) hours in one shift shall be paid a food allowance of ten dollars (\$10.00) unless the employee has been told of the overtime prior to his reporting for work.

## **ARTICLE 12 CHANGE OF DUTIES**

### **A. Department Preference**

12.1 Beginning in November, 2023, employees in each department (Wire, Fine Wire, Shipping/Receiving, Shapes, Large Bar, Rolling Mill, North Main High Bay, Surface Prep and Maintenance) shall be entitled to exercise their continuous service to select jobs in that department which they are qualified to perform, except for those positions referenced in Article 9 of this Agreement. Thereafter, Department Preferences shall take place no longer than twenty-four (24) months since the last Department Preference. Because of the amount of training, time and effort filling premium pay positions, they will be eligible to participate in Department Preference every forty-eight (48) months.

Department Preference Requests Forms will be distributed by the Employer on the first Monday in November and returned by the Employee on the third Monday of November. The preferences will take effect February 1<sup>st</sup> of the following year. These forms will be reviewed, discussed and any changes mutually agreed upon by the Employer and the Union prior to their distribution. Employees in each department (Wire, Fine Wire, Shapes, Large Bar, Rolling Mill, North Main High Bay, Surface Prep, Shipping/Receiving and Maintenance) shall be entitled to exercise their continuous service to select the jobs in that department which they are qualified to perform except for those positions referenced in Article 9 of this Agreement.

If the successful selector has not previously satisfactorily performed the selected job, the selector will be given seven (7) calendar days to accept or withdraw from the position.

After this seven (7) calendar day period, if the employee accepts, the opening is considered filled. If a selector is removed for lack of ability, as determined by Employer, within thirty (30) calendar days, the vacancy and all resulting vacancies shall be refilled using the original Department Preference.

Any employee who did not return the form, or did not return the form by the due date, will forfeit seniority rights and will be placed as the least senior employee in the selection process until a vacancy in the department becomes available. If a vacancy occurs, the employee is eligible to exercise his preference by seniority as long as the employee does not “bump” another employee out of his awarded selection.

Newly hired employees who are placed in an existing department will not be able to exercise a Department Preferred vacancy for twelve (12) months. Notwithstanding the above, if a vacancy arises due to a Department Preferred vacancy, before hiring from the outside, an incumbent employee with less than twelve (12) months continuous service will be selected if they are qualified to perform the job. If there is more than one (1) qualified incumbent candidate, then the candidate with the longer length of continuous service will be selected.

12.2 Department Preference lists will be used for all movement within a department. Employees currently holding a lower Department Preference job shall be required to accept a higher Department Preference vacancy.

12.3 The Employer will have thirty (30) calendar days to move employees to their Department Preference positions. Other unforeseen situations requiring additional time may be presented and mutually agreed to by the Employer and the Union.

12.4 The Employer may make a temporary assignment up to sixty (60) calendar days per calendar year, per Employee, to fill any vacancy within a department.

12.5 If there develops a lack of work in any department, or if production needs dictate, the Employer may elect to post, within that department, a temporary bid sheet for another department(s) that has excess work. The temporary bid sheet will list any jobs required and will be posted for seven (7) working days. Jobs will be filled by seniority. The vacancy created by the temporary bid will be filled using the Department Preference lists.

12.6 Employees on temporary bid are eligible to sign any multi-bid.

12.7 Employees on temporary bid, will not have Departmental Preference in their temporary department but will retain Department Preference in their home department.

12.8 The Employer may determine that there is an imbalance in work between various departments that cannot be rectified by Subsections 12.4 and 12.5 above. In that case, employees can be moved if their position is negatively affected. In that situation, the least senior employee in the department negatively affected will be moved.

#### **B. Job Bidding – (Multi-Bid)**

12.9 If a job opening is not filled by a preference employee within the department in which the opening occurs, the job opening shall be posted for bid by bargaining unit employees using the multi-bid process. The multi-bid process allows employees to select any of the initial openings/vacancies and any of the cascading preference jobs in all departments that may open as a result of the initial bid and during the ensuing cascading bidding process at one time. The forms used for the multi-bid process will be reviewed and discussed with the Union and any changes will be mutually agreed to by the Employer and the Union. The number

of operators that may leave a department in one (1) calendar year is twenty percent (20%) of the department headcount. The process will be conducted as follows:

- (a.) The multi-bid will list the vacancy(s) and all plant-wide Department Preference areas positions. Employees may select any of the vacancies and Department Preference areas they may have an interest in working;
- (b.) The multi-bid shall be posted for seven (7) working days;
- (c.) In filling the vacancy(s) by multi-bid, seniority and qualifications shall be considered. If qualifications are equal, the bid shall go to the most senior bidder;
- (d.) After the initial bidder(s) is/are selected, Department Preference will be used to fill vacancies within the individual departments prior to determining any new vacancy(s);
- (e.) The process will continue until no bidders have selected the available vacancy(s). At this point, a new employee is assigned to the vacancy(s) and the multi-bid will be considered closed.

12.10 The successful bidder(s) will be given a forty-five (45) calendar day trial period during which the Employer may direct return of the employee to his former job if the employee cannot satisfactorily perform the job. After forty-five (45) calendar days of the employee, trainer and supervisor signing off on the Work Instruction, the vacancy(s) is considered filled. The time frames referenced above may be extended by mutual agreement of the Employer and the Union.

12.11 Except when bidding on a new job in a totally new department, an employee may be awarded a new bid job no more frequently than once every twelve (12)

months. The employee must be given the opportunity to actually begin working the new job within sixty (60) calendar days after the multi-bid sheet is taken down. Notwithstanding any other provision of this Article, an employee who bids into a new department will complete a Department Preference sheet but may not exercise Department Preference into another job for a period of one hundred twenty (120) calendar days after the employee has been moved to his job.

12.12 From time to time the Employer may add a totally new operation which is more than a modification or addition to a then existing operation. Selection of employees to man the new operation shall, where practical, be made from the current employee work force under the bidding procedure using the multi-bid process. Provided, however, that the Employer shall have the right to hire specifically skilled employees for such jobs where the training of existing employees is not feasible. The employee may elect to return to the employee's former job for up to thirty (30) calendar days after commencement of training in the new position. Thereafter, he must remain on the new job for twelve (12) months. The vacancy created by the employee's change of job will be filled by the multi-bid process.

12.13 For purposes outside of Department Preference and bidding procedures, the Employer retains the right to temporarily assign employees to perform work other than the preferred or bid job under various circumstances, including but not limited to the following:

- (a.) The employee may be given a job other than the preferred or bid job to provide training to the employee or any other employee.
- (b.) The employee may be given a job other than the preferred or bid job to fill vacancies or otherwise when necessary for production purposes for a maximum of sixty (60) calendar days.

(c.) If for some reason, the employee cannot be moved within the within the sixty (60) calendar days, on the sixty-first (61<sup>st</sup>) calendar day the Company will pay the employee a lump sum of five hundred dollars (\$500) per month. On the ninety-first (91<sup>st</sup>) calendar day, the employee will receive one thousand dollars (\$1,000) per month. The one thousand dollars (\$1,000) per month will be paid until the employee is moved. The Employer will not be permitted to move an employee(s) back and forth between the original job and the awarded bid job to avoid paying the employee(s) the above rate(s).

12.14 A newly hired employee may not bid a job for a period of one (1) year after they receive their permanent job, unless specifically authorized by the Employer.

### **ARTICLE 13 GRIEVANCE PROCEDURE**

13.1 A grievance is defined to be any question or controversy between the Employer and one or more employees or the Union as to the interpretation or application of or compliance with any terms of this Agreement.

13.2 Should any grievance arise, there shall be no suspension of work on account thereof, but an earnest effort shall be made to settle it promptly in the manner set forth below. A settlement in any step shall close the matter and a failure to appeal to the next step within the time limit prescribed shall be considered as a settlement. Grievances must be reduced to writing upon forms to be mutually agreed upon, before they may be processed to the second step. The procedure shall be as follows:

(a.) FIRST: Between the aggrieved employee, a Union representative if the employee so desires, and the Supervisor or Area Manager designated by the Company within seven (7) working days (Monday – Friday) after the occurrence of the matter complained of.

(b.) SECOND: If the dispute is not settled at the First Step, the grievance may be referred to the Human Resources Department designee within seven (7) working days (Monday – Friday) after the First Step answer is given. The aggrieved employee, the Unit President and/or the Chairman of the Grievance Committee, and the Human Resources designee shall consider the grievance. If the Human Resources designee has not answered the grievance in writing within nineteen (19) calendar days after it is presented, the grievance will be deemed denied and automatically appealed to the Third Step.

(c.) THIRD: If the dispute is not settled at the Second Step, the grievance may be referred to the highest ranking official at the facility or his designated representative within nine (9) calendar days, or more, if mutually agreed upon, after receipt of the Supervisor's written answer or automatic appeal. The aggrieved employee, a representative of the Local Union, the International representative of the Union, and the highest ranking official at the facility or his designated representative shall consider the grievance. The meeting at the Third Step shall be held and answered within 30 calendar days following receipt of the appeal to the Third Step, or more, if mutually agreed upon.

(d.) FOURTH: If the dispute is not settled at the Third Step, the grievance may be appealed to an impartial arbitrator, provided notice to appeal to arbitration is served within fourteen (14) calendar days after receipt of the Third Step written answer.

13.3. The arbitrator shall be selected by mutual agreement of the parties, and if no agreement is reached within ten (10) working days after notice of appeal, either party, with



notice to the other, may request the Federal Mediation and Conciliation Service to submit a list of arbitrators. The arbitrator shall be selected by the parties alternately striking names from the list until one name is left. Decisions of the arbitrator shall be final and binding on both sides. The arbitrator shall have the authority only to rule upon the interpretation and application of this Agreement and shall have no power to either add to or detract from the Agreement. The expenses incident to the arbitration, and including the arbitrator's salary or fee, shall be paid equally by the parties.

13.4 The Union shall designate in writing to the Employer one (1) grievance person for each physically separate area of the Company's operations (Wire, Large Bar, Fine Wire, Shipping/Receiving, Shapes, Rolling Mill, Surface Prep, North Main High Bay and Maintenance Operations), and such designated person shall be the Union's grievance representative for each such area.

#### **ARTICLE 14 DISCHARGE OR DISCIPLINE OF EMPLOYEES**

14.1 The right to discharge or discipline employees shall be the prerogative of the Employer, except that no discharge or disciplinary action shall be made without just cause.

14.2 An employee shall not be peremptorily discharged. In all cases in which the Employer may conclude that the employee's conduct may justify discharge, he shall be suspended initially for five (5) calendar days. During this period of initial suspension, the employee may, if he so requests, have a hearing before the President or designee. After such hearing or if no hearing is requested, the Employer shall determine the ultimate disposition of the discipline. If the employee is not satisfied with the ultimate disposition, he may file a grievance

in Step Three of the Grievance Procedure set forth in Article 13 within five (5) working days after notice of the disposition.

14.3 Any grievance with respect to any disciplinary action taken by the Employer shall be filed within five (5) working days after the action complained of has occurred. Failure to file a grievance within this five (5) working day period shall preclude the filing of a grievance.

14.4 In imposing discipline on any employee, the Employer shall not consider in determining the severity of the discipline any prior discipline imposed more than one hundred and four (104) calendar weeks prior to the latest disciplinary event.

## **ARTICLE 15 ABSENCE**

15.1 The Hourly Absenteeism, Tardiness, Early Leave, and Report Off Policy effective October 4, 2019, or as it may subsequently be mutually amended shall be the governing document with respect to absenteeism, tardiness, early leaves, report off procedures and late or no report offs.

## **ARTICLE 16 INSURANCE AND SICK PAY**

### **A. Medical Insurance**

16.1 Subject to change pursuant to Article 16.3, Employer will continue to offer eligible employees coverage under the Highmark Blue Cross Blue Shield Plan in effect, except as amended by the Medical Insurance Addendum attached as Appendix A.

16.2 The Highmark Blue Cross Blue Shield plan will be offered at the costs outlined in Appendix A.

16.3 During the term of this Agreement, Employer may substitute plans which provide substantially the same benefits as are provided by the Blue Cross Blue Shield Plan, or the Employer may elect to become a self-insurer for all or part of the provided benefits. In addition, if required by Federal or State law the Employer may amend the medical plans. The Employer and Union will meet to address any changes in insurance prior to implementation of the changes.

16.4 The medical insurance premium payments by the Employer and Employee on a pre-tax basis under the Employer's Section 125 Plan shall begin and end for any employee as follows:

16.5 Coverage shall begin and the Employer and Employee will begin to pay premiums for the period at the beginning of the calendar month (a) on the 90<sup>th</sup> day of employment for newly hired employees providing they are active on the 90<sup>th</sup> day or (b) the first of the month following a return to active employment if coverage has ceased under the provisions of Paragraphs 16.6 through 16.9. Employee will pay their share of the premium in the pay period in which the coverage begins and ends. If an Employee does not receive a pay, they will be responsible for their cost share of the premium, unless otherwise indicated in this agreement. Employees who fail to pay their share of the payroll contributions within thirty (30) days of billing it will result in their benefits not being continued. Employees whose benefits are terminated for non-payment will be eligible for COBRA continuation.

16.6 The Employer will stop paying premiums for an employee who is no longer actually performing work for the Employer in accordance with the following schedule:

16.7 At the end of the calendar month following the calendar month in which the employee last performs actual work for the Employer, for an employee's involuntary termination.

16.8 At the end of the sixth (6<sup>th</sup>) calendar month following the calendar month in which the employee last performs actual work for the Employer, for an employee who is absent on a layoff or a non-worker's compensable illness or injury, and at the end of the twelfth (12<sup>th</sup>) calendar month following the calendar month in which the employee last performs actual work for the Employer, for an employee who is absent and receiving worker's compensation payments.

16.9 Any period for which the employer may be required to provide coverage under the Family and Medical Leave Act which exceeds the requirements of 16.7 and 16.8 above.

16.10 The Federal law COBRA (The Consolidated Omnibus Budget Reconciliation Act), requires the employer to continue to make coverage available to the employee for a period of time after the employee is no longer actually performing work for the Employer. In addition, COBRA permits the Employer to require the employee to pay up to 102% of premiums paid by the Employer. The Employer shall comply with this law. During the term of this agreement the Employer may change the company used to administer COBRA or the Employer may decide to administer the COBRA program.

16.11 The Employer will make available a Section 125 Plan for employee premium contributions that may be required.

**B. Vision/Long Term Disability Insurance**

16.12 The Employer will provide employees the opportunity to purchase, at employee's sole cost, on a pre-tax basis under Employer's Section 125 Plan, vision and/or long term disability insurance under plans to be mutually agreed upon between the Employer and Union.

**C. Dental Insurance**

16.13 The Employer will provide employees the opportunity to purchase, on a pre-tax basis, under Employer's Section 125 Plan, a Dental Insurance Plan on the following cost-sharing basis:

Employer	55%
Employee	45%

**D. Life, Dismemberment and Disability**

16.14 Employer will provide employees with group life, dismemberment and short-term disability insurance, at no cost to the employee. The major provisions of the group life, dismemberment and short-term disability insurance are outlined as follows:

16.15 Group life insurance (double indemnity in the event of accidental death) in the amount of forty thousand dollars (\$40,000.00). Accidental dismemberment insurance equal to the full or one half the amount of the life insurance, based on the extent of the dismemberment.

16.16 The Employer will provide employees the opportunity to purchase, at employee's sole cost, on a pre-tax basis under Employer's Section 125 Plan, supplemental employee life (\$10,000, \$20,000, \$25,000, \$30,000, \$35,000 or \$40,000), spouse life (\$10,000, \$25,000, \$50,000 or \$75,000) and dependent life (\$2,500, \$5,000, \$10,000 or \$15,000) insurance plans to be mutually agreed upon between the Employer and Union.

16.17 Short-term disability insurance with a maximum standard benefit at 70 percent of your weekly earnings. The maximum benefit period is twenty-six (26) weeks. Benefits for accident or illness will begin on the first (1<sup>st</sup>) day for an accident, the eighth (8) day for illness, to a maximum of six (6) months. All applicable employee deductions under the Employer's 125 Plan will be taken directly from the employee's disability check.

16.18 Employees have been provided Group Insurance Certificates and Summary Plan Descriptions for these plans. These documents provide detailed comments regarding the group coverage and are the governing documents regarding the plans.

16.19 During the term of this Agreement, Employer may substitute plans which provide substantially the same benefits as are being provided as of August 31, 2013, or the Employer may elect to become a self-insurer for all or a part of the provided benefits. In addition, if required by Federal or State law the Employer may amend the group life and short-term disability plans. The Employer and Union will meet to address any changes in insurance prior to implementation of the changes.

16.20 The group life, dismemberment and short-term disability insurance premium payments by the Employer shall begin and end for any employee as follows:

16.21 Coverage shall begin and the Employer will begin to pay premiums for the period at the beginning of the calendar month (a) on the 90<sup>th</sup> day of employment for newly hired employees providing they are active on the 90<sup>th</sup> day or (b) the first of the month following a return to active employment if coverage has ceased under the provisions of Paragraphs 16.22 to 16.24.

16.22 The Employer will stop payment of premiums for short term disability for an employee who is no longer actually performing work for the Employer. The Employer will stop payment for group life and dismemberment in accordance with the following schedule:

16.23 At the end of the calendar month following the calendar month in which the employee last performs actual work for the Employer, for an employee who is laid off.

16.24 At the end of the sixth (6<sup>th</sup>) calendar month following the calendar month in which the employee last performs actual work for the Employer, for an employee who is absent on a non-worker's compensable illness or injury, and at the end of the twelfth (12<sup>th</sup>) calendar month following the calendar month in which the employee last performs actual work for the Employer, for an employee who is absent and receiving worker's compensation payments.

16.25 In addition to the benefits provided under worker's compensation, Employer shall pay the employee the difference between (a) worker's compensation and (b) sixty-six percent (66%) of the amount equal to forty (40) times the employee's basic classification rate per week or the number of hours the employee would have worked in the week, whichever is the lesser, for the following period of time: first (1<sup>st</sup>) day to a maximum of six (6) months.

#### **E. Flexible Spending Accounts**

16.26 The Employer will provide employees the opportunity to participate, on a pre-tax basis, under Employer's Section 125 Plan, in the following flexible spending accounts:

- 1) Healthcare Reimbursement; and
- 2) Dependent Care Reimbursement.

**ARTICLE 17**  
**MANAGEMENT OF THE PLANT**

17.1 The Union recognizes that subject only to the express conditions of this Agreement, the supervision, management and control of the Employer's business, operations and plant are exclusively the function of the Employer.

17.2 It shall not be a violation of any provision of this Agreement for the Employer to operate any facilities at other locations, nor to perform any type of work at another facility which type of work was formerly or is now performed at Washington, Pennsylvania.

**ARTICLE 18**  
**NO STRIKES OR LOCKOUTS**

18.1 The parties mutually agree that there shall be no strike, work stoppage, slow down, sit down, or picketing by the Union, its members or representatives, or lockout on the part of the Employer during the existence of this Agreement.

**ARTICLE 19**  
**SAFETY AND HEALTH**

19.1 The Employer and Union will cooperate in the continuing objective of eliminating accidents and health hazards. The Employer agrees to invite the Union to participate in the initial investigation of safety incidents. The Employer shall continue to make provisions for the safety and health of its employees at the plant during the hours of their employment and will take steps to comply with applicable laws and regulations. It is understood by the parties that to achieve the above objective, it is necessary that employees abide by all safety and health rules and use protective devices, wearing apparel and other safety equipment provided in accordance with Article 19.2. The parties recognize their obligations and rights under Federal and State law, and no employee will be disciplined for exercising such right.



19.2 Protective devices, wearing apparel and other equipment necessary to properly protect employees from injury shall be provided by the Employer in accordance with practices now prevailing or as such practices may be improved from time to time by the Employer. Goggles, face shields, gloves, protective sleeves, metatarsal safety shoes and special purpose apparel when necessary and required shall be provided by the Employer without cost except that the Employer may assess fair charge to cover loss or willful destruction thereof by the employee.

19.3 The Unit President and/or Unit Safety Chairman may take up any issue relating to the safety of the employees directly with the Employer's Site Leader or his designated representative. If a satisfactory resolution is not reached, a grievance may be filed at the Third Step.

19.4 No employee shall be required to work on any job with which the employee is unfamiliar until the employee has received proper safety instruction on the performance of the operation(s).

19.5 If an employee shall in good faith and with reasonable basis believe that there exists an unsafe condition (apart from the normal hazards inherent in the usual operation of the job) so that such employee or another employee is in danger of injury, he shall immediately notify his Supervisor of the specific facts relating to such unsafe condition. The Supervisor shall immediately investigate such alleged unsafe condition. If the Supervisor finds there is an unsafe condition, appropriate measures shall be taken to correct such condition or otherwise remove all employees from the threat of injury. If the Supervisor is of the opinion there is not an unsafe condition, the notifying employee and any employee believed to be threatened with injury shall have the right to either (a) continue working and request an immediate investigation of the

condition (as described below) or (b) request immediate relief from the job (without loss to right to return to such job once the hazard has been corrected or the employee is otherwise satisfied that no hazard continues to exist), in which event the Company may, in its discretion, assign the requesting employee(s) to such other work as may be available. An employee not exercising in good faith the right to relief under clause (b) above will be subject to discipline. No employee will take steps pursuant to this Article 19.5 to prevent another employee from working except to communicate the perceived unsafe condition to such other employee. If an investigation is requested, it shall be held as soon as practicable and shall include the presence of each of (1) the Supervisor, (2) the person responsible for plant safety matters (or his designated representative), (3) the Unit President (or his designated representative), and (4) the affected employee(s), each of whom will be granted access to the plant as necessary to conduct such investigation. If the matter is not resolved to the satisfaction of the Union, it may file a contract grievance with respect to the matter, which grievance will be initiated at step three (3) of the grievance procedure.

19.6 The Employer agrees upon request to provide the Union with information required by law or reasonably necessary to enforce the provisions of this Article.

19.7 There shall be established a joint Union-Management Safety and Health Committee. This Committee shall be composed of a Safety Representative from each recognized area/department and the Unit Safety Chairman and the Area Manager and/or Department Supervisor or their designee from each area. The Committee shall meet once a month at a time mutually agreeable to both parties for the purpose of conducting safety inspections and/or discussing safety issues. Additional Safety Continuous Improvement meetings may be called at the direction of the Director-Manufacturing Operations to address specific Health and Safety

issues. Each party shall present its proposed agenda in writing seven (7) days prior to the meeting. The Committee Representatives will discuss any safety issues and any recognized safety problem will be addressed and corrected as soon as reasonably possible. Minutes of each meeting will be prepared by the Employer and sent to the Union Safety Chairman and Unit President within ten (10) calendar days of the meeting. Committee members will be paid release time to attend Committee meetings and for other Safety and Health activities approved in advance by the Employer.

19.8 A full-time safety representative shall be mutually agreed upon by the local union president and Employer for a mutually agreed upon term.

**ARTICLE 20  
PENSIONS**

20.1 The Employer shall contribute the amounts specified below for each hour actually worked (including each hour of paid vacation, holiday, jury duty, bereavement leave, personal illness/injury supplemented hours and up to one thousand (1000) hours for each injury at eight (8) hours per day for scheduled hours missed due to an injury received while performing work for the Employer and for which the employee receives worker's compensation) by each employee to an individual account maintained for that employee with the USWA Pension Trust Fund. The Employer's sole obligation shall be to make the foregoing contribution and the Employer shall have no duty, obligation or liability with respect to the payment of benefits.

9/01/22	-	\$2.35
9/01/23	-	\$2.40
9/01/24	-	\$2.50

20.2 If requested by the Union, the Employer shall make the foregoing contributions for hours missed by employees on Union business, and the Union shall reimburse the Employer on a monthly basis upon submission of an invoice.

20.3 Newly hired employees shall be eligible to receive pension contributions after one hundred twenty (120) working days.

20.4 Employer agrees to offer a 401(k) to all employees with no Employer contribution.

## **ARTICLE 21 MISCELLANEOUS PROVISIONS**

21.1 Employees shall have access to a telephone for the purpose of making or receiving emergency telephone calls. Company will provide and install locked bulletin boards for postings by the Union in each lunch area. The Employer must pre-approve all postings.

21.2 Employees may elect to use available vacation time concurrently while taking unpaid FMLA leave. After an employee has taken twenty (20) hours of FMLA leave in a twelve (12) month period, employees are required to use up to a maximum of one (1) week of vacation time concurrently while taking unpaid FMLA leave. Such vacation time must be taken in eight (8) hour blocks of time each day, consistent with Article 6, even if an employee does not take a full day of FMLA leave. All vacation time must be taken from a full week of vacation. The balance of vacation in that week must remain in the week scheduled, and any future vacation used for intermittent FMLA time must be pulled from the same week. The substitution of paid time for unpaid FMLA leave does not extend the length of FMLA leave and the paid time will run concurrently with the employee's FMLA entitlement.

21.3 Leaves of absence taken in connection with the Short Term Disability Plan or a Workers' Compensation compensable injury/illness shall run concurrently with any FMLA leave entitlement. For all such leaves, upon written request, an employee may choose to use

vacation time to supplement any paid short term disability benefits or workers' compensation benefits.

An employee who uses all or part of available FMLA time concurrently with the Short Term Disability Plan or Workers' Compensation compensable injury/illness shall be entitled to equivalent time off without benefits for an absence for child birth/adoption or care of a relative which would otherwise qualify for FMLA.

## **ARTICLE 22 NEGOTIATIONS**

22.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## **ARTICLE 23 TERMINATION DATE**

23.1 This Agreement shall become effective September 1, 2022. Except as otherwise provided, this Agreement shall terminate at the expiration of sixty (60) calendar days after either party shall give written notice of termination to the other party but in any event shall

not terminate earlier than August 31, 2025. If either party gives notice, it may include therein notice of its desire to negotiate with respect to wages, insurance, pensions, and other terms and conditions as it deems necessary. Such notice shall be given to the other party at least sixty (60) calendar days prior to the expiration of the Agreement and the parties shall meet within thirty (30) calendar days thereafter to negotiate on such matters. If the parties should not agree with respect to such matters by the end of sixty (60) calendar days after giving of such notice, either party may after August 31, 2025, resort to strike or lockout, as the case may be, in support of its position in respect to such matters, as well as any other matters in dispute.

23.2 Any notice to be given under this Agreement shall be given by registered mail, be completed by and at the time of mailing, and if by the Employer be addressed to:

United Steelworkers of America  
210 W. Pike Street, Suite 2  
Canonsburg, Pennsylvania 15317

United Steelworkers of America  
1945 Lincoln Highway  
North Versailles, PA 15137

and, if by the Union to:

Dynamet Incorporated, A Carpenter Company  
195 Museum Road  
Washington, Pennsylvania 15301

Either party may, by like written notice change the address to which registered mail notice to it shall be given.

### **SIGNATURE PAGE**

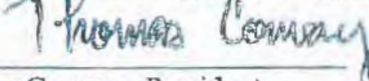
This Agreement, between Dynamet Incorporated and the United Steel, Paper, and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union,

AFL-CIO, CLC, on behalf of local 14693-AF. Contract begins September 1, 2022 and expires August 31, 2025.

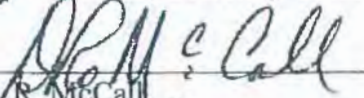
**DYNAMET INCORPORATED**

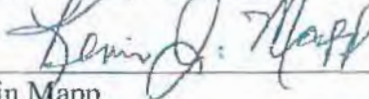
  
Matthew Jereb, Plant Manager

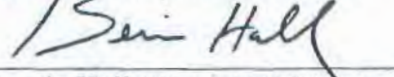
**UNITED STEELWORKERS  
ON BEHALF OF LOCAL UNION 14693-AF**


  
Tom Conway, President

  
John E. Shinn, Secretary-Treasurer


  
D. R. McCall  
Vice President, Administration


  
Kevin Mapp  
Vice President, Human Affairs

  
Bernie Hall, District 10 Director

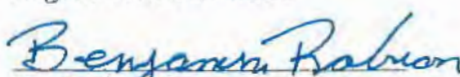
  
John Ratica  
District 10 Staff Representative

**USW LOCAL COMMITTEE**

  
Bob Alderson  
Local Union 14693 President

  
Charles Yanjto  
Unit President

  
Denny Garove  
Negotiations Committee

  
Benjamin Robison  
Negotiations Committee

APPENDIX A					
	Current	Healthcare			
	2022	2023	2024	2025	2023 – 2025
Plans-Current Employees	PPO 80	PPO 80	PPO 80	PPO 80	HDHP w/HSA
<b>In-Network Deductible</b>					
<b>Single</b>	\$325	\$325	\$325	\$325	\$2,000
<b>2 Person</b>	\$650	\$650	\$650	\$650	\$4,000
<b>Family</b>	\$900	\$900	\$900	\$900	\$4,000
<b>HSA Company Contribution</b>					
<b>Single</b>					\$750
<b>2 Person</b>	N/A	N/A	N/A	N/A	\$1,250
<b>Family</b>					\$1,250
<b>In-Network Out-Of-Pocket Max</b>					
<b>Single</b>	\$ 600	\$ 600	\$ 600	\$ 600	\$5,750
<b>2 Person</b>	\$1,000	\$1,000	\$1,000	\$1,000	\$11,500
<b>Family</b>	\$1,750	\$1,750	\$1,750	\$1,750	\$11,500
<b>Out of Network Deductible</b>					
<b>Single</b>	\$750	\$750	\$750	\$750	\$7,000
<b>2 Person</b>	\$1,250	\$1,250	\$1,250	\$1,250	\$14,000
<b>Family</b>	\$1,500	\$1,500	\$1,500	\$1,500	\$14,000
<b>Out of Network Out-Of-Pocket Max</b>					
<b>Single</b>	\$2,500	\$2,500	\$2,500	\$2,500	\$11,500
<b>2 Person</b>	\$3,700	\$3,700	\$3,700	\$3,700	\$23,000
<b>Family</b>	\$4,900	\$4,900	\$4,900	\$4,900	\$23,000
<b>Plan Pays after deductible</b>	80%	80%	80%	80%	80%
<b>Co-pay OV</b>	\$35	\$35	\$35	\$35	80% after deductible
<b>Co-pay Spec</b>	\$45	\$45	\$45	\$45	
<b>Co-pay UC</b>	\$45	\$45	\$45	\$45	
<b>Co-pay ER</b>	\$150 + 20%	\$150 + 20%	\$150 + 20%	\$150 + 20%	80%
<b>RX Deductible</b>					
<b>Single</b>		n/a	n/a	n/a	n/a
<b>Family</b>					
<b>RX OOP Max</b>					
<b>Single</b>	Included	Included	Included	Included	Included
<b>Family</b>	w/Medical	w/Medical	w/Medical	w/Medical	w/Medical
<b>RX - Generic</b>	\$30 copay	\$30 copay	\$30 copay	\$30 copay	20%
<b>RX - Preferred Brand</b>	\$50 copay	\$50 copay	\$50 copay	\$50 copay	25%
<b>RX - Non-Preferred Brand</b>	\$75 copay	\$75 copay	\$75 copay	\$75 copay	35%
<b>Mail Order</b>					
<b>Generic</b>	\$60	\$60	\$60	\$60	20%
<b>Preferred Brand</b>	\$100	\$100	\$100	\$100	25%
<b>Non-Preferred Brand</b>	\$150	\$150	\$150	\$150	35%
<b>Employee Monthly Premiums</b>					
<b>Single</b>	\$75	\$100	\$125	\$140	\$ 55
<b>EE + Child</b>	\$100	\$125	\$150	\$165	\$ 70
<b>EE + Spouse</b>	\$110	\$135	\$160	\$175	\$ 95
<b>EE + Children</b>	\$120	\$145	\$170	\$185	\$110
<b>Family</b>	\$125	\$150	\$175	\$190	\$125



	Current		2023 - 2025			Dental Proposal		
	2022	2022	2023 - 2025			2023 - 2025		
Plans-Current Employees	Dental Base	Dental w/Ortho	Dental Base			Dental w/Ortho		
<b>In-Network Deductible</b> Does not apply to Preventative & Diagnostic Services  <b>Single 2 Person Family</b>	n/a	n/a \$50 \$50	\$25 \$50 \$50			n/a \$50 \$50		
<b>Benefit Maximum</b>	\$1,500	\$1,500 \$2,000 Orthodontia	\$1,500			\$1,500 \$2,000 Orthodontia		
Diagnostic	100%	100%	100%			100%		
Preventative	100%	100%	100%			100%		
Basis Restorative*	85%	85%	85%			85%		
Major Restorative*	85%	85%	85%			85%		
Oral Surgery*	100%	100%	100%			100%		
Endontics*	85%	85%	85%			85%		
Surgical Periodontics*	85%	85%	85%			85%		
Non-surgical Periodontics*	85%	85%	85%			85%		
Prosthodontics*	50%	50%	50%			50%		
General Anesthesia*	100%	100%	100%			100%		
Orthodontics	50%	50%	n/a			50%		
	<b>Deductible does not apply to the bi-annual preventative (cleanings and x-rays) &amp; diagnostic services</b>							
<b>Employee Premiums</b>	<b>2022</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>Employee Cost Share</b>	45%	45%	45%	45%		45%	45%	
<b>Single</b>	\$9.20	n/a	\$7.93			n/a		
<b>EE + Child</b>	\$17.01	\$21.15	\$14.66			\$18.23		
<b>EE + Spouse</b>	\$17.93	n/a	\$15.45			n/a		
<b>EE + Children</b>	\$24.83	\$30.86	\$21.40			\$26.60		
<b>Family</b>	\$29.89	\$37.15	\$25.76			\$32.02		

## **APPENDIX B**

### **MACHINE OPERATORS Job Classifications**

#### **Premium Pay Positions [Art. 9]**

Large Bar Sonic  
Rolling Mill Tippins Pulpit  
Rolling Mill Kocks Pulpit  
Group Leaders

**MEMORANDUM OF UNDERSTANDING**

**ARTICLE 10 -- WORK BY SUPERVISORS AND CONTRACTORS**

Should the Employer decide there is a need to supplement its Washington, PA workforce with temporary workers for short-term situations, it will approach the Local Union Leadership to discuss the reasons for the decisions. Topics to be discussed will include, but not be limited to, the expected duration of the work, the number of employees needed to perform the work and any alternatives to the use of temporaries by utilizing bargaining unit members. If the parties come to an agreement, the Employer may utilize temporary workers. The temporary workers will not be covered under the collective bargaining agreement. Both parties agree to be reasonable when meeting to reach agreement on temporary workers. Any temporary worker hired directly by the Employer will be granted seniority from their first day as a temporary worker.

Agreed to and signed on \_\_\_\_\_

\_\_\_\_\_  
Matthew Jereb  
Plant Manager  
Dynamet

\_\_\_\_\_  
John Ratica  
Staff Representative, Dist.10  
USW

**MEMORANDUM OF UNDERSTANDING**

**ARTICLE 19 – SAFETY AND HEALTH**

Upon ratification of this Agreement, the Union Management Safety and Health Committee agrees to meet within thirty (30) calendar days to discuss solutions to their concerns involving the safety by employees working alone in a department.

Agreed to and signed on \_\_\_\_\_

\_\_\_\_\_  
Matthew Jereb  
Plant Manager  
Dynamet

\_\_\_\_\_  
John Ratica  
Staff Representative, Dist.10  
USW

**MEMORANDUM OF UNDERSTANDING**

The parties agree that during the term of the 2022-2025 Agreement the Employer may institute a Performance Based Bonus Plan using metrics identical to those currently in place for Carpenter’s hourly non-bargaining unit personnel. The Employer agrees that if the metrics are attained, it will pay a minimum of four percent (4%) of an employee’s earnings using the formula utilized for other Carpenter hourly non-bargaining unit personnel. The payout is annual and takes place within seventy-five (75) days of the end of the Employer’s fiscal year, which is June 30.

The Employer maintains the exclusive right to make any changes to the plan, including, but not limited to, it’s discontinuance.

Unless agreed to by the Parties in future negotiations, this plan participation by bargaining unit personnel will end in fiscal year 2025, which runs from July 1, 2024 through June 30, 2025.

Agreed to and signed on \_\_\_\_\_

\_\_\_\_\_  
Matthew Jereb                      Date

\_\_\_\_\_  
John Ratica                      Date

## MEMORANDUM OF UNDERSTANDING

During the term of the 2022-2025 Agreement bargaining unit employees will be covered under the Employer's Paid Parental leave (PPL) Corporate Policy, which became effective on April 1, 2019. The Employer maintains the exclusive right to make any changes to the plan, including, but not limited to, its discontinuance. With respect to the PPL Corporate Policy, the following terms will apply to the bargaining unit employees:

- 1) Leave is for bonding with a newborn child or a newly adopted child. The adoption of a child by a new spouse is excluded from this policy.
- 2) Employees are eligible for this leave ninety (90) days after their date of hire.
- 3) The leave must be taken within one (1) year from the date of birth/adoption.
- 4) Employees will be entitled to up to five (5) days of pay, up to forty (40) hours, which is based upon 100% of the employee's base rate of pay in Workday. The leave must be taken on consecutive days.
- 5) Employees will need to fill out a Request for Paid Leave Form, which will be available in the Human Resources Office.
- 6) Payments will be made in the employee's normal payroll cycle.
- 7) PPL will run concurrently with the Family and Medical Leave Act.

Agreed to and signed on \_\_\_\_\_

\_\_\_\_\_  
Matthew Jereb                  Date

\_\_\_\_\_  
John Ratica                  Date

**MEMORANDUM OF UNDERSTANDING**

During the 2022 negotiations the parties agreed to add the job classification of Maintenance helper. It is expressly understood that the Employer will determine the job responsibilities of the position, with the understanding that the Helper position will in no way limit the current job responsibilities of Maintenance Workers and Machine Operators.

Agreed to and signed on \_\_\_\_\_.

\_\_\_\_\_  
Matthew Jereb      Date

\_\_\_\_\_  
John Ratica      Date

**MEMORANDUM OF UNDERSTANDING**

- The parties will negotiate the terms of alternative work schedules during the negotiations for a successor contract. The Employer will propose alternative schedules involving twelve (12) hour shifts.
- During the term of the successor agreement, should the Employer determine that business needs dictate moving to an alternative schedule in a particular department, a vote will be held among the bargaining unit employees in the particular department. The mechanics of the vote will be worked on between the parties, however, the vote will take place within thirty (30) days after notice to the Unit President. Also, the vote will be conducted by secret ballot.
- Prior to conducting the vote, the parties will meet to determine if any modifications to the previously agreed to alternative schedules are necessary. No modifications will be made unless agreed to by both parties.
- If a majority (50% + 1) of the votes cast are in favor of the alternative schedule, said schedule will become the new schedule for that department. This schedule will go into effect no sooner than thirty (30) days after the vote takes place, and will commence the beginning the first day of a new pay period.
- The Employer retains the exclusive right to return to the department's previous schedule at any time if business needs dictate. Reverting back to the previous schedule will not occur sooner than thirty (30) days after notification to the Unit President.

Agreed to and signed on \_\_\_\_\_.

\_\_\_\_\_  
Matthew Jereb                      Date

\_\_\_\_\_  
John Ratica                      Date



**MEMORANDUM OF UNDERSTANDING**

**MAINTENANCE PAY**

Within ninety (90) days following ratification of this Agreement if requested in writing by the Employer, the parties agree to meet, discuss and negotiate the implementation of a mechanism for incumbent employees/new hires to be hired/placed into different levels of maintenance positions. It is specifically agreed to that during the term of these negotiations, the collective bargaining agreement will remain in full force and effect.

Agreed to and signed on \_\_\_\_\_.

\_\_\_\_\_  
Matthew Jereb                      Date

\_\_\_\_\_  
John Ratica                      Date