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24.0	39.0	REPORTING PAY
19.0	40.0	WAGES AND CLASSIFICATION SYSTEM

COLLECTIVE BARGAINING AGREEMENT [DRAFT]

Between:

Alleima Special Metals, LLC

235407 E SR 397

Kennewick, WA 99337



And:

United Steelworkers

Local 12-369

797 Stevens Drive

Richland, WA 99352



EFFECTIVE MARCH 16, 2026

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AGREEMENT

This Agreement is entered into this 16TH day of March 2026, between **Alleima Special Metals, LLC** with respect to its Finley plant, which is located in Finley, Washington, hereinafter referred to as the "**Company**" the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC for and on behalf of its Local 12-369 hereinafter referred to as "United Steelworkers" or "Union" or "**USW**".

The Union and the Company recognize that it is in the best interests of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect and to cooperate fully to promote the welfare of the business and the efficiency of the operations of the Company at its plant in Finley.

ARTICLE 1

Update Callbratlonist to Calibration Technician, add Tooling and remove technician from exclusion. Added New section, New Hire Orientation reference Prop. U-38 & ASM-32

1.0 RECOGNITION

1.1 In accordance with the certification issued by the National Labor Relations Board on December 10, 1975, in Case 19 RM 1267 and 19 RC 7701, and the agreement between the parties dated July 5, 1978 (NLRB Case 19 RC 8924), the Company recognizes the Union as the exclusive bargaining agent for the following bargaining unit:

1.1.1 Included:

All permanent Maintenance and Operations employees classified as Operators II, I, Master; Mechanics II, I, Master; **Calibration Technician**; Machinists, Millwrights, Instrument Technicians, Electricians, Working Leaders, **Tooling** employed by Alleima Special Metals, LLC at 235407 E. SR 397, Kennewick, Washington. In the event that the Company needs to restore a previously deleted job classification, USW and the Company would negotiate the rate of pay, job classification, and any other work conditions in the same manner of any other Union employee job classification.

1.1.2 Excluded:

Flow Managers/Supervisors, **technicians**, office clerical employees, plant clerical employees, secretaries, guards, and those specifically excluded by the National Labor Relations Act.

1.1.3 It is agreed and understood that the above certification acknowledges and satisfies the representation rights of the Union as the sole and exclusive bargaining agent for the above defined employees.

The recognition granted conveys no rights, express or implied, to the Union or any employee, other than the right of such of Company's employees as may be from time to time within the above defined bargaining unit to be represented by the Union as and to the extent specifically provided by the National Labor Relations Act, as amended; the recognition herein granted to the Union refers only to its right to represent the defined group of Company's employees who may be engaged in operations and maintenance work in the Finley plant at Finley, Washington.

It is further understood that the Company recognizes the Union as the bargaining representative for the above defined unit of its employees engaged in operations and maintenance work at the Finley plant, provided such work is available at said location.

In the event that the Company is sold, transferred, merged, or assigned, this Agreement shall remain in effect to the extent and duration provided by operation of the National Labor Relations Act.

1.2 Training Committee:

A training committee will be formed using members of the Company and Union with the purpose of overseeing training programs to ensure that the Company's goals and objectives are met by improving employee qualifications, maintaining consistency and fairness, and increasing the flexibility of a trained workforce. The Union will select their representatives, provided, however, that at least two of these members will be approved by the Company, and have at least an equal number of representatives as the Company. The Company shall not act in an arbitrary, capricious, or discriminatory manner in the approval or disapproval of representation.

1.2.1 Training programs will be established, or existing plans augmented, to keep the workforce in step with technological advances. The object of such training will be to ensure that the Company continues to maintain a competent and safe workforce. It is understood that, with the exception of apprentices, all mandatory training will be accomplished on the Company's time.

1.3 Operations classification assignments include all routine maintenance.

1.4 New Hire Orientation:

The Company shall afford the Union representative(s) the opportunity to address new hires for the purpose of introducing the Union and its representatives. Such meetings shall occur during work hours, not to exceed two hours at a time and date agreeable to the Company and the Union and such meetings shall occur within 30 days after the employee's first day of employment, unless otherwise agreed to.

ARTICLE 2

Current Article 34.0. Update duration and simplify content reference Prop. U-28

2.0 DURATION OF AGREEMENT

2.1 This Agreement shall become of full force and effect on the 16th day of March 2026 and shall continue through the 15th day of March 2029 and from year to year thereafter unless terminated in accordance with the provisions below.

If either party shall desire to change any provision of the Agreement, it shall give written notice of such desire to the other party at 60 days in advance of the March 15th, 2029, anniversary or any subsequent anniversaries on which the contract may expire. If notice is given to modify or amend, the parties shall commence discussions at least 30 days prior to the termination of the Agreement (this 30-day requirement may be waived with mutual agreement between the parties).

If the parties have not reached agreement on or before the anniversary date, all provisions of the Agreement shall remain in full force an effect until the parties either reach agreement on a new collective bargaining agreement or until either party gives 60 days written notice to the other of its desire to terminate the Agreement should negotiations break down.

- 2.2 Notice shall be directed to the **Company** at its office in Finley, Washington, Attention: Managing Director; notice shall be given to the Union at United Steelworkers (USW), 1700 Hudson Street, Suite 204, Longview, WA 98632 and USW Local No. 12 369, 797 Stevens Drive, Richland, Washington 99352, Attention: **President**. Notice sent by certified or registered mail, return receipt requested shall be conclusively deemed received in due course if properly addressed as above indicated.

ARTICLE 3

Current Article 31.0

3.0 PARTIAL SEVERANCE

- 3.1 If any part of this Agreement is rendered invalid by reason of any existing or subsequently enacted legislation, valid regulation, or order or by final action of a tribunal of competent jurisdiction, invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and all said portions shall remain in full force and effect.
- 3.2 This Agreement is subject to all applicable Federal, State, and Local laws and any rules and regulations issued pursuant thereto.

ARTICLE 4

Current Article 32.0

4.0 INTERPRETATION

- 4.1 The Union and the Company may interpret, alter or amend this Agreement by mutual action in writing, and no individual employee shall have cause to complain therefore, it being understood that any interpretation or agreement mutually satisfactory to the parties hereto shall be binding upon all individual employees, whether such action be prospective or retroactive.
- 4.2 It is agreed that this Agreement shall be construed according to its written provisions without regard to any discussions or negotiations, written or oral, which the parties have had leading to or resulting in the execution and delivery of this Agreement or any amendment thereof and that nothing which is not a written and executed portion of this written Agreement shall be referred to in connection with its construction.
- 4.3 The Company and the Union agree that all employees covered under this Agreement shall have access to and abide by applicable Company policies, procedures, and guidelines as maintained in the official Employee Guide and/or on the Company intranet. In the event of a conflict between a Company policy and the terms of this Agreement, the provisions of this Agreement shall prevail.
- 4.4 Safety and security-related policies and procedures will be reviewed by the Central Safety Committee (**CSC**) with intent to verify applicability and accuracy of the policies. While this review will be ongoing, the goal is to address current policies by December 31, 2026.

- 4.5 The Company shall provide the Union with a copy of any new or substantially revised Company policy(s) that affects bargaining unit employees at least 14 days prior to implementation. The Union will designate an official contact person(s) to receive policy updates. The Company shall train all affected employees in the policy(s) and procedure(s) prior to implementation.
- 4.6 The Company and the Union each waives the right, and each agrees that the other shall not be obliged to bargain collectively with reference to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE 5

Reference Prop. U-2 & ASM-18

5.0 UNION REPRESENTATION

- 5.1 The Company shall recognize those Stewards (including one Chief Steward **and Union President**) selected by the Union from employees of the Company within the bargaining unit ("BU"). The Union shall give the Company **five** days' written notice of any change of steward.
- 5.2 The stewards' names and seniority groups shall be furnished to the Manager, Human Resources, or their representative by the Union.

The Union is responsible for determining representation by department in a seniority group. The Chief Steward may elect to be assigned to day shift on a priority basis.

- 5.3 All stewards or employees must obtain permission from their immediate **Flow Manager/Supervisor/Working Leader** before engaging in Union business during working hours. Permission which is granted shall be given without unreasonable delay to conduct such Union business. The steward involved in processing a grievance that is in the first step of the grievance procedure during **their** regular working hours shall not lose pay for the time spent in such discussion. **Stewards are requested to report the amount of time spent engaged in Union business (including processing grievances in the first step of the grievance procedure) in the Company's labor collection system.** When the Union Grievance Subcommittee, defined in Section 5.4 of this Article, is involved in Step 2 meetings with the Company, any member of the Subcommittee who is scheduled to work at the time of the Step 2 meeting will receive **their** straight-time pay rate. **The Subcommittee members are requested to report on the amount of time spent in Step 2 meetings in the Company's labor collection system.** All other work performed by the Steward on behalf of the Union, **which** is not work related, shall not count as hours' work.
- 5.4 The Company will recognize a Union Grievance Subcommittee at Step 2 meetings, which shall consist of the Chief Steward and the authoring steward of the grievance. Additional employees may attend Step 2 meetings with prior consent of the other party; such consent will not be unreasonably denied. International Union representatives may participate as deemed necessary and appropriate by the Union.
- 5.5 The Company shall afford Union representative(s) the opportunity to address new hires for the purpose of introducing the Union and its representatives, such meetings shall occur during work hours, not to exceed two hours, at a time and date agreeable to the Company and the Union and such meetings shall occur within 30 days after the employee's first day of employment, unless otherwise agreed to.

ARTICLE 6
Current Article 4.0

6.0 **MANAGEMENT FUNCTIONS**

- 6.1** The parties agreed that the efficiency of any industrial enterprise requires clear management authority and freedom to make decisions.
- 6.2** It is further understood and agreed that this Agreement constitutes the whole agreement of the parties concerning wages, hours and working conditions and that all decisions on matters not expressly provided for in this Agreement are reserved to the Company.
- 6.3** By way of illustration, the Company retains the right to manage the plant and to determine, from time-to-time, re-determine the number, location and types of its plants and operations and the methods, processes and materials to be employed; to change, alter, substitute, replace, add to, or eliminate equipment, processes or procedures; to discontinue, temporarily or permanently, and in whole or in part, the conduct of its business or operations; to determine the disposition of the Company's products and the sources of materials and supplies; to select and direct the working force in accordance with the requirements determined by management; to subcontract work; provided no employee is on layoff that is qualified to perform such work; to establish and maintain the standards of **operations** and inspection; to determine the size and constitution of the working force, and to make reasonable Company rules governing the conduct of the working forces provided said rules are not inconsistent with the express terms of the Agreement.

ARTICLE 7
New Article Reference Prop. ASM-50

7.0 **LABOR MANAGEMENT COMMITTEE**

- 7.1** The purpose of the Labor Management Committee ("LMC") is to foster harmonious relations and promote communication between the Union and the Company. The LMC shall not have authority to negotiate change to this Agreement.

ARTICLE 8
Current Article 2.0

8.0 **UNION SECURITY AND CHECK OFF**

- 8.1** All present employees shall as a condition of employment beginning not later than the 31st calendar day following the execution of this Agreement, acquire and maintain membership in good standing in the Union. The **Company** may hire new employees from whatever source it desires, but all employees hired for jobs in the bargaining unit on or after the effective date of this Agreement, shall as a condition of employment, beginning on the 31st calendar day following the beginning of such employment, acquire and maintain membership in good standing in the Union.
- 8.2** For the purpose of this paragraph an employee shall not be deemed to have lost **their** membership in good standing in the Union until **they have** withdrawn from membership or until **their** membership has been terminated or suspended by the Union for nonpayment of the periodic dues or the initiation fees uniformly required of all members of the Local Union as a condition of maintaining membership and until the Secretary of the Local Union shall have given the Company written notice of that fact. Subsequent to receipt of such notice, the Company shall have ten days in which to make such investigation, as it may deem proper.

- 8.3** The Company will deduct from employee wages and remit to the Secretary-Treasurer of the International Union the regular and uniform union dues of such members of the Union as individually and voluntarily certify the authorization of such deductions. Such remittance shall be submitted with an itemized listing of each employee and the dues owed by them with a copy to the Local Union.
- 8.4** Any change in Union Dues shall take effect in the first full pay period of the month following the receipt of written notice to the Company, provided said notice is received at least ten days prior to said first of the month. The dues shall be deducted from wages earned including vacation pay each pay period and transmitted monthly. In the event of a substantial change in the dues structure, the Company will make best efforts to meet the above **timeframe**. The Company shall notify the Union of any delays that arise and meet to discuss those delays and make best efforts to resolve those delays.
- 8.5** The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company in reliance upon documents or cards or other information furnished to the Company by the Union in complying with any of the provisions of this article.

ARTICLE 9

Current Article 3.0 Reference Prop. U-1

9.0 STRIKES AND LOCKOUTS

- 9.1** There will be no strikes, work stoppages, picket lines, (**picket lines are allowed only if negotiations breakdown or stall**), slowdowns, boycotts or concerted failure or refusal to perform assigned work by the employees or the Union and there will be no lockouts by the Company for the duration of the Agreement.
- 9.2** Any employee who participates in or promotes a strike, work stoppage, slowdown, boycott or concerted failure or refusal to perform assigned work may be discharged or otherwise disciplined by the Company and only the question of whether **they** did in fact participate in or promote such action shall be subject to grievance and arbitration procedure.
- 9.3** It is recognized by the parties that the Company is engaged in a business which is of importance to national welfare and that any violation of this Article could give rise to irreparable damage to the Company and to the public at large.
- 9.4** Accordingly, it is understood and agreed that in the event of any violation of this Article, the Company shall be entitled to seek and obtain immediate injunctive relief, together with such other relief as it may be entitled to or can make available to itself. Provided, however, it is agreed that the Union shall not be responsible for any act alleged to constitute a breach of this Article unless it can be shown that the Union or any of its officers, or agents instigated, authorized, condoned, sanctioned or ratified such action, and further that the Union and its officers have not used every reasonable means to prevent or terminate such action.

ARTICLE 10

Current Article 6.0 Reference Prop. U-3

10.0 GRIEVANCE PROCEDURE

10.1 Definition of Grievance:

The term "grievance" as used in this Agreement shall mean any asserted violation of the specific terms or provisions of this Agreement.

10.1.1 It is recognized by the Company and the Union that not every complaint constitutes a grievance, as defined in this section, entitled to be handled under the provisions of this Article.

10.1.2 Processing of grievances or complaints shall not unduly interfere with the continuity and efficiency of operations. In no case shall the processing of grievances or complaints interfere with employee safety.

10.2 Flow Manager/Supervisor is First Contact.

Employees are encouraged to promptly present to their **Flow Manager/Supervisor** any complaint relative to the provisions of this Agreement. If the **Flow Manager/Supervisor's** response is unacceptable, and the complaint meets the definition of a grievance pursuant to Section 10.1 of this Article, it may become a formal grievance and be processed pursuant to the provisions of this Article.

10.3 Step 1:

The complaint shall be reduced to writing specifying:

10.3.1 The nature of the grievance

10.3.2 The precise Article(s) of this Agreement alleged to have been violated

10.3.3 The remedy sought

10.3.4 The name(s) of the employee(s) aggrieved and their seniority group

10.4 The written grievance shall be presented to the **Company**. Any grievance not presented to the **Company** within **21 calendar** days after the date of the occurrence giving rise to the employee's complaint or **21 calendar days from the date the Chief Steward was notified or should be reasonably aware of the occurrence**, shall be considered conclusively abandoned. Thereafter, such grievance may not be presented for consideration or be made the basis for any action under this Agreement or otherwise.

10.5 The Company shall respond, in writing, within **21 calendar** days from the date that the grievance is received by the **Company**.

10.6 If the written response of the Company is found to be unacceptable, the grievance may be considered at Step 2, provided that a written request is delivered to the **Company** no later than **21 calendar** days from the date that the Company's written response is delivered to the Union.

10.7 Step 2:

Within **21 calendar** days of the date of the receipt of the written request provided for in Section 10.6 of this Article, representatives of the Company and the Union Grievance Subcommittee shall meet to consider the grievance.

10.8 In the event a meeting is not convened within the specified time period, the regularly scheduled working day time limit shall be extended until such meeting is convened. Either party may initiate at any time a regularly scheduled working day time limit by written notification to the other party.

10.9 Within **21 calendar** days of the date of such meeting, the Company shall respond in writing, setting forth its position relative to the grievance.

10.10 The reference to Company in Article 10.0 is Flow Manager, Supervisor, and Human Resources Manager.

10.11 Arbitration:

A written demand for arbitration may be presented to the Human Resources Manager not later than **60** calendar days after the date of receipt of the Company's written response pursuant to Section 10.9 of this Article.

- 10.12** Within ten regularly scheduled working days of the date of receipt by the Company of the demand for arbitration, the moving party will request the Federal Mediation and Conciliation Service to furnish a list of **five** arbiters living within a radius of 300 miles from the city limits of Kennewick, and the Union and Company representatives shall then select the arbiter from such list. If the representatives are unable to agree upon an arbiter from such list, they shall request the Federal Mediation and Conciliation Service to submit a second list of **five** names. If they are still unable to agree upon an arbiter, a third list of **five** names shall be requested **by** the Federal Mediation and Conciliation Service. Thereafter, if no agreement is reached as to the arbiter, the Federal Mediation and Conciliation Service shall name **them**.
- 10.13** The arbitration shall be conducted under the rules set forth in this Agreement, and not under the rules of the Federal Mediation and Conciliation Service, the sole function of the Service being to furnish names of arbiters as herein provided.
- 10.14** The arbiter shall have jurisdiction and authority to adjudicate a grievance as defined in Section **10.1** of this Article, subject to the following provisions:
- 10.14.1** The arbiter shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto.
- 10.14.2** The arbiter shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, or which is not a grievance as defined above, or which is within the Company's discretion or control, or which is not specifically covered by this Agreement.
- 10.14.3** The arbiter shall specifically not have the authority to consider or rule in the case of an employee who has been terminated during their probationary period.
- 10.14.4** The arbiter may not issue declaratory or advisory opinions and shall confine himself exclusively to the question, which is presented to them, which question must be actual and existing.
- 10.15** The decision of the arbitrator shall be final and binding on the parties.
- 10.16** It is contemplated that the Company and the Union shall mutually agree in writing as to the statement of the matter to be arbitrated prior to any hearing. In the event of failure of the parties to so agree on a statement of the issue to be submitted, the arbiter will determine the matter to be arbitrated. The arbiter's decision will be confined to the question thus specified.
- 10.17** Unless expressly agreed to by the parties to this Agreement, the arbiter shall not be given the authority to consider more than one grievance at a time.
- 10.18** Each party shall bear the expense of its own witnesses and the presentation of its case. The parties shall bear equally the expense of the arbiter. The proceedings of the arbitration may be recorded by either party.
- 10.19** If the arbitration hearing is not scheduled within 180 calendar days from the date of the receipt of the demand for arbitration because of failure of the moving party to **proceed timely**, the grievance shall be considered conclusively abandoned.
- 10.20** Nothing in this Article shall be construed as preventing the Union or the Company from acting as the moving party in filing and processing a grievance through arbitration pursuant to the provisions of this Article.
- 10.21** Any monetary reward shall not cover any period prior to **30** calendar days before the date the grievance was filed pursuant to Section **8.3** of this Article.
- 10.22** All grievances must be processed within the time limits specified in this Article unless extended by mutual agreement in writing. If the time limits as specified herein or as extended by mutual agreement are not met by either party, then the matter in question shall be settled in favor of the timely party.

ARTICLE 11

Current Article 28.0

11.0 NONDISCRIMINATION

- 11.1** Neither the Company nor the Union will discriminate against any employee based on their race, color, religion, gender, sexual orientation, national origin, age, disability, veteran status, union affiliation, or any other protected status applicable by federal, state, and local laws.

ARTICLE 12

Current Article 15.0

12.0 BULLETIN BOARDS

- 12.1** The following material may be posted on the Union bulletin boards if dated and signed by an authorized Union representative:

12.1.1 Union meetings

12.1.2 Union elections and results

12.1.3 Union appointments and organizational information

12.1.4 Union recreational and social affairs

12.1.5 Rulings or policies of the International of the Local Union

12.1.6 Overtime and seniority lists

12.1.7 Other material mutually agreeable to the Union and the Company, signed or initialed and dated by an authorized representative of both parties

ARTICLE 13

Current Article 17.0

13.0 ACCESS TO PLANT

- 13.1** An authorized Union representative shall have access to the plant area where operations and maintenance work is being performed (except the area of the rockers) for the purpose of investigating grievances. However, such visits must be prearranged with a representative of the Company available to accompany the representative, and the access permitted will not be in conflict with Company rules, safety regulations, or the Company's proprietary interests.

ARTICLE 14

Current Article 18.0

14.0 TOOLS AND EQUIPMENT

- 14.1** The Company shall supply all tools, work gloves, eye protection (not including cost of prescriptions in the case of prescription safety glasses), equipment and supplies needed in the performance of work as deemed necessary by the Company. The employees recognize the need to utilize supplied tools and equipment in a cost-effective manner and eliminate waste.

ARTILCE 15

New Article Reference Prop. U-33 & ASM-49

15.0 DRESS CODE POLICY

- 15.1** Employees are expected to follow the guidelines outlined in this policy, allowing for personal style while maintaining safety standards. Clothing and grooming styles dictated by religion or ethnicity will be accommodated. To maintain a comfortable and respectful environment, avoid excessive or strongly scented fragrances and ensure that personal hygiene does not result in detectable body or breath odor.

Clothing or visible tattoos must not display graphics, words, or images that include, but are not limited to political statements, nudity or lewd imagery, gang affiliation, or obscene/profane language. Tattoos with prohibited content must be fully covered while in the workplace.

15.2 Operational Safety Considerations:

15.2.1 Avoid loose or flowing clothing that could become entangled in machinery (e.g., hoodie strings, scarves, long skirts, lanyards).

15.2.2 Jewelry that poses a safety risk is prohibited (e.g., metal, or rigid rings, long necklaces).

15.2.3 Alternative options for rings could include a silicon band.

15.2.4 Long hair must be tied back when operating machinery or equipment.

15.2.5 Facial hair extending beyond the chin may also require restraint.

15.2.6 Clothing with excessive rips or holes are not permitted, as they may increase the risk of chemical exposure or machine entanglement.

15.3 Footwear and Clothing Requirements:

15.3.1 All employees must wear their safety shoes prior to entering the production floor.

15.3.2 Legs and ankles are required to be fully covered when entering the production floor.

15.3.3 Jeans or Carhart industrial pants are highly recommended.

15.3.4 Scrub pants are a great alternative in high temperature months.

15.3.5 Coveralls or smocks are available upon request.

15.3.6 When working in areas where acids or chemicals are present, long sleeves are recommended whenever possible.

15.3.7 Apparel should always cover the midriff area, front and back and clothing should fully cover the midriff when hands are overhead or when squatting or bending.

15.4 Safety Shoe Allowance:

The Company will provide employees with an annual boot allowance of \$200 during a 12-month period in accordance with the Safety Shoe Voucher Program.

ARTICLE 16

Current Article 14.0 Reference Prop. ASM-33, ASM-48 & U-30,U-29, U-32. Added Sections "Smoking" and "Security Cameras".

16.0 ENVIRONMENTAL, HEALTH, SAFETY AND SECURITY

16.1 General Obligations:

The Company will provide safe and healthful conditions of work for its employees and will comply with all applicable laws and regulations concerning the health and safety of employees at work, and the protection of the environment. The Company will make every effort to install and maintain any equipment necessary to protect employees from hazards.

16.2 The Union agrees that each employee will cooperate in the promotion and practice of a positive safety culture, safe work habits, good housekeeping and organization throughout the plant, comply with safety rules and regulations, and work towards continuous improvement for a safer work environment.

16.3 The Company and the Union will cooperate in the continuing objective of eliminating health, safety, and environmental hazards, thereby preventing occupational injuries and illness.

16.4 Security of the workplace must be maintained. The Company will use cameras (Article 16.8), secured entry gates, guards, and other generally accepted operating procedures of security.

16.5 At no time, and under no circumstances, are unauthorized weapons of any type, including, but limited to guns, rifles, explosives, and/or incendiary devices permitted on Company property or at a Company sponsored function. Applicable state laws will apply.

16.6 The Company will keep all equipment maintained in safe working conditions. The **Company's** inspection and maintenance program will give top priority to equipment that is critical to employee safety and health. Any equipment that is not operating as designed is deemed to be faulty, and the Company will take any necessary steps to remediate any safety risks associated with faulty equipment. Equipment posing an immediate safety danger to life or limbs will be taken out of service until repaired or remedied, unless doing so would create a greater risk to the health or safety of the workforce. "Equipment" in the meaning of this article includes fixed and mobile equipment, structures, and surfaces on which employees travel or work.

16.7 Smoking:

There is a wide range of products associated with smoking and tobacco use. This Article applies to the following without limitation to similar products that may apply such as smoking & vaping (pipes, cigarettes, cigars, e-cigarettes, and other apparatus), and tobacco & nicotine (or other natural or synthetic chemicals).

Use of inhalant products is only allowed in designated 'smoking areas' and permitted only during regular authorized rest/meal periods. Employees using such products are responsible for ensuring the proper disposal of any waste in company provided receptacles.

Use of products such as chewing tobacco, pouches, and nicotine gum is permitted only if all waste is disposed of in a sanitary manner that prevents contact with other employees. Waste may not be left in work areas, and spitting into garbage cans or containers left in the workspace is strictly prohibited. Employees using these products are responsible for providing appropriate disposal methods and ensuring waste is properly contained and discarded.

16.8 Security Cameras:

The Company reserves the right to use cameras in work areas for the following specific business purposes: security, theft prevention, protection of proprietary information; reviewing production issues, and investigation of intolerable offenses.

The Company may find it necessary to monitor work areas with security cameras. The Company will do so only after first ensuring that such action is in compliance with state and federal laws, there is a clear and present need, and there is no other reasonable alternative.

Use of cameras:

16.8.1 Cameras are not installed to be employee monitoring devices. Cameras will not be used to watch over the employees as a spying device.

16.8.2 Employee privacy in break/lunchrooms, in bathrooms, changing areas, and lactation room will be respected. Employees should not have any expectation of privacy in other areas.

16.8.3 All camera footage used in regard to bargaining unit members for reasons not listed above will be for training purposes only.

Administration of cameras includes locations posted on the bulletin boards; recording video only; signs posted in all monitored locations or entrances to work areas; Working Leaders will not have access to viewing camera footage.

16.9 Central Safety Committee (CSC):

A minimum of **six** bargaining unit employees and a maximum of **ten** bargaining unit employees, designated by the Union as Safety Committee Members (CSC Members), will meet with Company Representatives to form the **CSC**. **The Union will strive to have at least one bargaining unit employee from each of the following: Maintenance, Hollow Processing, Finish Processing, Pilgering, Tooling, and Inspection.** The CSC will meet and fulfill the Department of Occupational Safety and Health (DOSH) code requirements regarding safety committees, including reviewing safety inspections, evaluating accident investigations, and evaluating the Accident Prevention Program. All matters considered and handled by the CSC shall be reduced to writing and all meeting minutes shall be maintained. The date, hour, duration, and place of the meeting shall be determined by and with agreement between the Company and the Union CSC members. Union CSC members shall be compensated for CSC activities as time worked.

16.9.1 The CSC will ensure that an annual safety evaluation of the entire workplace has been conducted and reviewed. The annual safety evaluation will include area safety inspections, review of Job Hazard Analysis, review of Risk Assessments, review of accident and incident investigations, review of any exterior safety audits or inspections, appropriate industrial hygiene sampling and review of safety hazards reported. The CSC is to ensure that each work area has been evaluated and reviewed for health and safety concerns. This annual safety evaluation may be done in stages throughout the year to cover the entire workplace.

16.9.2 The CSC will prepare a presentation for the Company outlining findings and recommendations for improvement. The presentation will be given at minimum once per year but may be given as often as once per calendar quarter as the evaluation of different work areas is completed. Findings from the annual evaluation will be recorded into the appropriate safety hazard log with an assigned priority to allow tracking of action items and progress within one system for the workplace. The priority will be assigned based on their impact on safety and health.

- 16.10** The term of each Union CSC member shall be one year, the maximum allowed by State, Federal, and Local guidelines. There is no limit to the number of terms an employee can serve. Each year, between January 1 and January 31, the Union will elect or appoint at minimum **six** members and at maximum **ten** members to serve on the CSC. In the event a Union CSC member elects to resign or is unable to complete their term, the Union will elect or appoint a replacement to complete the remainder of the term within one month of the member's resignation.
- 16.11** Any employee who becomes aware of a condition that is outside the safety requirements as defined by Department of Occupational Safety and Health (DOSH) shall notify their **Flow Manager/Supervisor**. If the condition has not been corrected in a reasonable time the employee has the right to request the CSC to evaluate the situation and make a recommendation.
- 16.12** At the request of the CSC, subject to a written mutual agreement between the Company and the Union, the Union will provide, at no cost to the Company, qualified industrial health consultants, subject to the approval of the International President or **their** designee, to undertake industrial safety and health surveys of the workplace and to make recommendations to improve the industrial safety practices of both the Company and the employees.

16.13 Each individual training course or program to upgrade the competency of the CSC Representatives, including the frequency of such training, shall be subject to a written mutual agreement between the Company and the Union. The Company will allow **one** period each year of unpaid educational leave for safety and health training for **three** bargaining unit CSC Representatives, and the Union will pay all costs of their training including: tuition and registration fees, wages including any shift differential, round trip travel, hotel and per diem.

16.14 First Aid Training:

Employees may be required to complete the State of Washington Industrial First Aid Course. The Company will arrange shift schedules to provide the employees involved time to complete the course at no cost to the employees.

ARTICLE 17

New Article Reference "Return to Work" Agreement TA & ASM-40 added terminology for Marijuana

17.0 DRUG AND ALCOHOL POLICY

17.1 Purpose:

The Union and the Company are committed to achieving and maintaining a safe and productive workplace free from persons impaired in their ability to do their jobs. We are also committed to producing a quality product and providing optimum service to our customers. We recognize that employees impaired in their ability to perform their jobs safely and productively, or inappropriate use or abuse of alcohol and other drug substances, including marijuana, jeopardize the achievement of our objectives.

While the use of marijuana has been legalized under Washington law for limited medical uses and for recreational use, it remains illegal under federal law, and reporting to work while under the influence of marijuana or any other controlled substance presents serious threat to the safety of oneself and others.

Employees have the primary individual responsibility for managing their own behavior and, if an impairment issue related to substance abuse exists, to successfully resolve the issue. Job misconduct or unsafe work due to drug or alcohol use related impairment will not be tolerated, and an employee engaging in such misconduct may be disciplined or terminated.

17.2 Objective:

17.2.1 Create an environment where all employees share the responsibility to achieve a workplace free from the effects of employees impaired by substance abuse.

17.2.2 Increase employee and family awareness of the dangers of substance abuse.

17.2.3 Eliminate the use, abuse, possession, sale or distribution of alcohol and unauthorized drugs on Company premises.

17.2.4 Eliminate the accident, property damage, and operations consequences caused by substance abuse.

17.2.5 Encourage and facilitate the use of the Employee Assistance Program for employees and their families.

17.2.6 Return successfully recovered employees to the workforce.

17.3 Application:

17.3.1 Company Employees: This Policy applies to all Union Employees while on Company owned or leased property, or while off the premises conducting Company business. This includes off premises during lunch break periods where the employee is scheduled to return to work. Conducting Company business means being in a situation where decisions are made that commit the Company to some action or being in a position where actions could injure or adversely affect fellow employees or the Company.

17.3.2 Contractors, Vendors, Employees, and Visitors: Visitors and contractor/vendor employees are expected to be impairment free while on Company property. As a consequence, contractor or vendor employees or visitors found to be violating this policy will not be allowed to continue to conduct business, and their Flow Manager/Supervisor, if appropriate, will be notified.

17.4 Covered Substances Defined:

17.4.1 Legal Drugs: Legally obtained drugs (prescription and non-prescription remedies) used according to directions to alleviate a specific condition.

17.4.2 Illegal Drugs: Drugs which are not legally obtainable, and drugs which are legally obtainable but have not been obtained legally, and drugs which are legally obtained but are knowingly used for abuse purposes, and so-called "designer drugs" or other substances that can be abused.

17.4.3 Marijuana: While the use of marijuana has been legalized under Washington law for limited medical uses and for recreational use, it remains illegal under federal law. Reporting to work while under the influence of marijuana or any other controlled substance presents a serious threat to the safety of oneself and others and is prohibited per Company policy.

17.5 Unauthorized Substances and Alcohol:

Unauthorized substances, including alcohol, means any substance that can cause impairment of physical and/or mental functioning.

17.6 Prohibited Conduct:

17.6.1 Sales, Transfer, Possession with Intent to Deliver: Any employee engaging in the sale or attempted sale, purchase, transfer, or possession with intent to deliver illegal drugs on Company premises or while on Company business will be terminated. Law enforcement shall be notified.

17.6.2 Simple Possession or Use: Any employee found in simple possession (simple possession means an amount normally considered as a single dose) or using illegal drug, unauthorized substances, or alcohol on Company premises or on Company business is subject to disciplinary action, up to and including termination. Law enforcement may be notified.

17.6.3 Under the Influence: Any employee reasonably believed to be under the influence of any illegal drug, alcohol, or unauthorized substance, including marijuana, shall not be allowed to perform their job while in that condition, and shall be subject to chemical testing. Employees found in such condition shall be subject to corrective action, up to and including termination. Refusal to submit a sample for chemical testing will result in termination. While the use of marijuana has been legalized under Washington law for limited medical uses and for recreational use, it remains illegal under federal law. Reporting to work while under the influence of marijuana or any other controlled substance presents a serious threat to the safety of oneself and others and is prohibited per Company policy.

17.7 Use Of Legally Obtained Drugs:

Employees adversely affected in their use of any legally obtained drug (prescription or non-prescription) cannot be allowed to perform their regular job in such a condition. It is the responsibility of the employee to advise **their Flow Manager/Supervisor** of the necessity to take any medication containing a cautionary label regarding the operation of machinery or vehicles, and any resulting impairment. If necessary a medical resource will be consulted.

17.8 Chemical Testing: Return To Work, For Cause:

Any chemical testing procedure shall be conducted in such a manner to assure a high degree of accuracy and reliability. We uphold a high regard for privacy and dignity in the sampling, testing, and notification process. The sample collection will not be observed directly.

17.8.1 Return to Work:

Employees who have been on layoff, leave of absence, or workplace injury for six months or longer will be scheduled for chemical testing. Employees testing positive will not be scheduled to work until they have been tested and results are negative. Such employees will be re-tested within 15 days. Such employees will be required to submit to random chemical testing for up to 12 months from the date they are returned to work.

17.8.2 For Cause Evaluation:

Employees may be subject to an evaluation, including chemical testing if appropriate, if there is reason to believe that drug/substance use is adversely affecting job performance or endangering the safety of employees. Reasonable cause means documented facts, circumstances, physical evidence, physical signs and symptoms or pattern of performance, and/or behavior that would cause a Flow Manager/Supervisor to reasonably conclude an employee may have engaged in on-the-job use or may be impaired and/or under the influence of some drug/substance, including alcohol or marijuana.

Examples of reasonable cause include:

- Documented unsatisfactory work performance, for which no apparent non-impairment-related reasoning exists; or a change in the employee's prior patterns of work performance and where some drug/alcohol documentation indicates a linkage.
- Evidence of illegal substance use, possession, sale, or delivery.
- Occurrence of serious or potentially serious significant incident that may have been caused by human error or flagrant violations of established safety or operating procedures.
- Fights (to mean physical contact) and assaults, or erratic or violent behavior.

17.9 The decision for chemical testing will be made by **Flow Manager/Supervisor**, Manager and/or Safety Manager and communication will be made to Human Resources. Sample tampering during chemical testing will result in termination. Employees believed to be under the influence or impaired for any reason will be provided with transportation and assistance. If an employee insists on driving, law enforcement will be notified.

17.10 Flow Manager/Supervisor and Manager Responsibility:

Flow Managers/Supervisors and Managers who knowingly disregard the requirements of this policy with respect to fit for work concerns will be regarded as neglecting their responsibilities.

17.11 Employee Assistance:

Employees who voluntarily seek assistance in dealing with emotional distress, personal health problems relating to alcohol or drug abuse will be immediately referred to the employee assistance program. Employees or members of their immediate family may also self-refer to the employee assistance program. Any employee voluntarily seeking help to refrain from drug and alcohol abuse is assured the matter will be held confidential.

In the case of mandatory referral, confidentiality means only those on the chain of responsibility (Union and/or Management) will be aware of the treatment request. If any employee is experiencing performance problems or is pending a disciplinary action, a request for help will be treated as a separate but related issue. In no case will disciplinary amnesty be granted to employees asking for assistance and referral. However, disciplinary action may be deferred by the discretion of the Company pending successful completion of a treatment process.

A direct request by the employee for assistance will not be made as part of the employee's personnel file. However, any related performance issues or disciplinary action cannot be held confidential. Employees will not have job security or promotional opportunities jeopardized solely because of a request for help.

17.12 Re-Entry To Work

17.13 After Mandatory Referral:

17.13.1 A release to work statement from an approved certified treatment specialist.

17.13.2 A plan setting out after-care and follow-up treatment procedures with the Employee Assistance Counselor or a treatment specialist for a minimum of six months. Longer periods of follow-up may be specified by the Employee Assistance Counselor.

17.13.3 A review and release to work by the Medical Department or Company physician.

17.13.4 A negative test for illegal drugs, unauthorized substances, and alcohol.

17.13.5 An agreement to random and reasonable cause chemical testing.

17.13.6 Specific agreement by the employee and Union that violation of the agreement will be grounds for termination.

17.14 Failure to successfully complete a treatment process, or to comply with a re-entry contract, or a second violation of this policy shall be grounds for termination.

17.15 The **Company** indemnifies United Steelworkers and holds it harmless against any and all suits, claims, demands, and liabilities that arise out of, or by reason of, the Company requiring employees to submit to any drug or alcohol testing procedure.

17.16 This agreement in no way limits United Steelworker members from exercising their rights under the grievance procedure or Collective Bargaining Agreement.

RETURN TO WORK AGREEMENT
REINSTATEMENT CONDITIONS

I, [Emp Full Name] was suspended after a substance abuse test disclosed a positive result. I understand and agree that my continued employment is contingent upon my compliance with these commitments and conditions:

- A. I will contact the Employee Assistance Program (EAP) within 24 hours. The Company will provide the contact details.
- B. I will participate in an evaluation for substance abuse from a doctor or certified substance abuse professional of my own choosing in conjunction with the EAP guidance. I will follow all treatment and rehabilitation recommendations which my care provider may make and enroll in any inpatient and/or outpatient treatment program which my care provider recommends. I also agree that I will allow the release of information to [Human Resource Name] at the Company of (1) the results of my care provider's evaluation and treatment recommendations, and (2) the rehabilitation program in which I enroll. I understand that this evaluation, treatment, and rehabilitation will be at my own expense, except for any costs which may be covered by any group health plan or private insurance benefits which are available to me. I agree to comply with ALL the requirements of my rehabilitation and treatment program to their successful conclusion.
- C. I authorize Company officials to communicate with my treatment counselor, therapist, and/or treating physician(s) to obtain information concerning my compliance with the treatment program and my return-to-work status. I authorize them to communicate similarly with Company officials as they deem necessary.
- D. I understand that my previous job conduct and/or performance will warrant close supervision for an extended period of time upon my return to work and I will accept such supervision as a constructive part of my recovery.
- E. I understand that I must meet all established standards of conduct, attendance, job performance, and be subject to disciplinary action in accordance with the Collective Bargaining Agreement.
- F. I consent to any drug/alcohol testing that the Company or anyone connected with my rehabilitation requests, regardless of the circumstances. I understand and agree that any positive test for drug/alcohol will automatically terminate my employment and/or any reinstatement rights under this Agreement.
- G. I understand that I will be subject to these conditions of employment until I have actually worked at least 12 months from the date this Agreement is signed. I also understand that should I miss more than 10 scheduled workdays or shifts during this period that are excused absences, the probationary period will be extended by the number of additional workdays missed. My job performance and progress toward recovery will then be evaluated to determine whether these conditions will be removed, modified, or continued.
- H. I UNDERSTAND AND AGREE THAT MY CONTINUED EMPLOYMENT IS CONTINGENT UPON MY MEETING OF THESE CONDITIONS. I ALSO UNDERSTAND AND AGREE THAT ANY FAILURE TO DO SO WILL RESULT IN THE IMMEDIATE TERMINATION OF MY EMPLOYMENT AND/OR REINSTATEMENT RIGHTS. I VOLUNTARILY AGREE TO ALL OF THESE CONDITIONS.

Employee Full Name: _____

Date: _____

Company Representative: _____

Date: _____

Union Representative: _____

Date: _____

ARTICLE 18

Current Article 27.0 Reference Prop. U-26

18.0 **WORKER'S COMPENSATION**

- 18.1 Only employees hired before June 1, 1993, will be eligible for the benefits in Article 16.
- 18.2 Employees who are out because of injuries or occupational diseases that are compensable under Workers' Compensation statutes of the State of Washington shall be paid an amount equal to the difference between the 40 hour weekly pay or hourly equivalent they otherwise would have received and the payments that they receive from Workers' Compensation until such time as the disability payments are terminated by an order of the Department of Labor and Industries, or by an order of the Superior Court; however, such duration of payments will not exceed 88 hours which, effective June 1, 1993, is the lifetime maximum benefit during each employee's term of employment.
- 18.3 In the event such Workers' Compensation disability payments continue beyond the 88-hour period, the Company shall pay an amount equal to the difference between two thirds the straight time rate of pay they otherwise would have received and the payments that they receive from Workers' Compensation for up to 1,040 hours. In the event that a decision of the Department of Labor and Industries, or of the Superior Court, is appealed by either the Company or employee, payment of said difference shall not be made unless and until a final determination is made in favor of the employee by the appropriate agency or court. No shift differential will be included in computing pay.
- 18.4 For purposes of interpretation of this Article, the Company will treat the 88 hours as cumulative and the 1,040 hours as cumulative for absence resulting from a single compensable injury or illness.
- 18.5 Therefore, the 88 hours or the 1,040 hours need not be consecutive as long as they are the result of the same specific injury or illness. This interpretation of Article 18.0 does not increase the maximum compensation available to the employee.
- 18.6 Employees who miss scheduled work to attend rehabilitation, physical therapy, or doctor visits in connection with their worker's compensation injury, will coordinate reimbursement with the Company's Third-Party Administrator (TPA). Flex time may be offered if mutually agreeable between the employee and the Company.

ARTICLE 19

Current Article 7.0 Reference Prop. U-4, U-5, U-6, U-7 & ASM-37, ASM-44

19.0 **SENIORITY**

19.1 **Definition:**

Seniority shall be defined as length of continuous service dating from the last date of hire; seniority shall be applicable within the seniority group to which an employee is permanently assigned. There shall be two seniority groups, which shall be called Operations and Maintenance.

19.1.1 Employees with the same hiring date shall be placed on the seniority list in order of age (oldest employee being most senior).

19.1.2 Employees with the same hire date shall be placed on the seniority list based on previous Company seniority when rehiring employees laid off beyond the expiration of their seniority rights.

- 19.2 Where an employee is permanently transferred from one seniority group to another, they will retain their seniority.

- 19.3** An employee transferred out of the bargaining unit after the effective date of this Agreement will:
- 19.3.1** If transferred to an exempt salaried position, continue to accumulate bargaining unit seniority for six months after the effective date of the transfer. If, in the Company's discretion, the transferred employee is continued with the Company out of the bargaining unit for more than six months, their bargaining unit seniority shall be forfeited.
 - 19.3.2** If transferred to a nonexempt salaried position, continue to accumulate bargaining unit seniority for up to two years after the effective date of the transfer. If, in the Company's discretion, the transferred employee is continued with the Company out of the bargaining unit for more than two years, the bargaining unit seniority which has been accumulated will be frozen, for possible use in the event the employee is subsequently reassigned by the Company to a bargaining unit position. Only one such two-year period of accumulation will be permitted by any employee during their bargaining or non-bargaining unit employment.
 - 19.3.3** Create one seniority group from the two Production and Inspection Groups, which shall be called Operations. All existing employees will be grandfathered in their respective posted positions. New positions will be bid in accordance with the new operations seniority with the Company.
- 19.4** All bargaining unit job openings shall be posted for **14 calendar days (excluding plant closures)**. Employees may request consideration for job openings which occur, and which the Company intends to fill (and which are not filled through recall) by submitting a written request within **14 calendar days (excluding plant closures)** from and including the day posted.
- 19.5** **Layoff:**
When a curtailment of the workforce in whole or in part is decided upon by the **Company**, the **Company** may lay off employees within each seniority group and to such extent as it deems proper. Within the job classifications affected, order of layoff will be determined upon the basis of seniority as defined above, provided the remaining employees are qualified **or have been previously qualified** to perform the work available. The Company will not contract work normally performed by **the bargaining unit**, which will result in the layoff or demotion of qualified employees.
- 19.6** An employee who is laid off from a job classification will be given the opportunity to:
- 1.** Bump an employee with less seniority in the same seniority group, provided the employee bumped is the least senior in their job classification, the job classification is the same or a lower pay grade, and the bumping employee is qualified or have been previously qualified to perform the work available; or
 - 2.** They may bump an employee with less plant seniority in another seniority group who is the least senior employee in a job classification in which the laid off employee previously performed work satisfactorily for a period of six months; or
 - 3.** they may bump an employee with less plant seniority in any seniority group provided the employee is the least senior in their job classification, the job classification is in Level II or lower, and equal to or lower than the grade level of the bumping employee, and the bumping employee is qualified to perform the work available.
 - 4.** In the case of 2 and 3 above a six-month period it is not required to establish seniority in a new seniority group, full seniority being applicable to the new group immediately.
- 19.7** In any event the lowest senior employee in the Operations seniority group will be laid off.
- 19.8** There shall be no right to bump in the event of a temporary layoff. Temporary layoffs **are** defined to be a layoff which does not exceed five workdays.
- 19.9** Seniority shall not be a factor in **the case** of layoffs which extend for less than one full shift.

19.10 Recall:

When the workforce in a job classification in a seniority group is to be restored, employees laid off from the job classification shall be recalled in the reverse order of their layoff provided they are qualified to do the work available. An employee who has been laid off from the job classification shall be offered recall to it before another employee is promoted or a new employee hired. Employees who are laid off out of the plant will be given 14 calendar days from the date of receiving notice of recall to report to work. Notice of recall given by registered or certified mail, return receipt requested, and by electronic communications sent to the email address last furnished by the employee shall be conclusively considered to have been received in due course. It is the responsibility of each employee to advise the Company in writing of **their** address and of any change in such address.

19.11 Temporary Assignments:

When necessitated by operational requirements which the Company believes to be temporary in nature, the Company shall have the right to temporarily transfer or assign employees within job classifications or to other job classifications within the seniority group. The Company will offer temporary assignments to employees based on seniority to provide current and future operational flexibility and provide opportunities for immediately available senior qualified employees to gain experience in work of the same or higher classifications. Seniority status of employees shall not be affected by temporary transfers. Such temporary assignments that exceed 45 calendar days in duration will be posted. When a temporary leader is needed to be assigned, the assignment will be offered according to the guidelines set forth in Article **40.9**.

19.12 Promotions:

A promotion is defined as the permanent **move** of an employee to a job classification carrying a higher maximum rate of pay than the one from which **they are moved**. Job openings available for which promotional consideration is in order will be posted for **14 calendar days (excluding plant closures)**. An employee may request a transfer to a job carrying an equal or a lower rate with permission of the Company, however, if an employee requests and receives a downgraded position, the employee will not be eligible for promotions for one year from the effective date of the downgrade. Downgrades for medical reasons acceptable to the Company and the Union will not have a time limit on promotion eligibility.

19.13 Employees may request consideration for job openings which occur, and which the Company intends to fill (and which are not filled through recall) by submitting a written request within **14 calendar days (excluding plant closures)** from and including the day posted.

19.14 The Company will look first to employees within the seniority group where the job opening exists and will select the most qualified candidate, provided **they are** qualified to do the work; where two or more candidates are equally qualified, the senior candidate will be selected. If there is no qualified candidate from within the seniority group, candidates from other seniority groups may submit requests to be considered as above.

19.14.1 Mechanic II vacancies will be filled with the senior qualified employee who applies for the position. The Company will post the qualifications required for the position with the posting of the vacancy. Qualifications may include work experience, aptitude tests, employee commitment to enroll within six months in accredited technical programs (i.e., apprenticeship, trade school in related field – Ref. Article 30.0 Tuition Reimbursement).

19.15 In the Maintenance Seniority group, if there are no qualified candidates, the Company may fill the job at its discretion.

19.16 In addition to the employee's written request, other factors which may be considered by the Company in determining qualifications in addition to job related experience and education, disciplinary records per **Article 22.0** and demonstration of knowledge, skills, and abilities to perform the essential function of the job through practical and aptitude testing.

19.16.1 Employee must be trained and qualified to be eligible for promotion. Training opportunity will be offered to employees based on seniority.

19.16.2 Should an employee not qualify for a position after completing the training, employee may retest within 30 days. If employee fails the second time the employee will have to wait a minimum of six months before having the opportunity to retest again unless approved by the Company.

19.16.3 Once a job classification is attained an employee must maintain the qualification necessary for the job classification or be transferred to a lower classification.

19.17 Working Leader:

This bargaining unit position directs the workforce for a period of time that is anticipated to extend longer than two months in duration and performs the duties of the **Flow Manager/Supervisor** except that this position shall not be allowed or required to discipline or effectively recommend discipline.

If a Working Leader disciplines or recommends discipline in any way, it will be considered a Major Violation according to **Article 23.0**.

The Working Leader positions shall be for a period of 12 months. The 12 months can be extended by the Company with consideration of the Union's feedback on said Working Leader.

Employees who do not retain the Working Leader position will be placed in the highest open position for which they are qualified. The 10% premium pay will be removed. Pay will be set based on the employee's last position held prior to promotion, aligned to where they would fall on the Wage Progression Scale based on years of service.

2026 Implementation of 12-month period:

Current Working Leaders period will expire as documented which was based on calendar month place in position, balancing to not exceed two in a month, none in fourth quarter, and beginning **June 2026**.

19.18 For future Working Leader openings, the Company will post a notice asking those bargaining unit employees that have been employed with the Company for a minimum of **five** years who are interested to contact the Company representative(s). Selection is at the discretion of the Company. However, the Working Leader shall be selected with consideration for qualifications and seniority and shall not necessarily be the senior employee(s) in the department from which they are selected.

19.19 In the event, the Company cannot identify a qualified candidate for the position of Working Leader, the Company at its discretion can rescind the opening for Working Leader. In the event that there are no employees interested with a minimum of five years' employment with the Company, the Company can repost the opening for employees with less than five years employment that are interested in the Working Leader position. The selection process would follow the same criteria from above (selection is at the discretion of the Company. However, the Working Leader shall be selected with consideration for qualifications and seniority and shall not necessarily be the senior employee(s) in the department from which they are selected).

19.20 The bargaining unit employee(s) selected and assigned to the Working Leader position shall be paid **ten** percent above the Master Operator rate in the wage progression scale in Attachment A. The Working Leader rate is specifically excluded from the wage retention provision of Article 40.0.

19.21 Working Leader will be subject to the same application of the Company's rules and policies, including overtime distribution, as are applicable to other bargaining unit members. **The Working Leader must maintain the operation qualifications, certifications, training, and testing required for their position.** If requested by the Union, the Company will meet to discuss disputes regarding this provision prior to a formal grievance being filed.

19.22 **Article 19.17** only addresses the newly created position of Working Leader. It specifically excludes and does not change the historical procedures for assignments to the Lead, Temporary Lead, or any other bargaining unit positions.

19.23 Transfer Procedure:

Employees who desire to transfer from a job and/or **training opportunity** in one department (Processing, Pilgering or Inspection) to another job and/or **training opportunity in a different department with equal or lesser rate of pay**, can do so under the following conditions:

19.23.1A job opening must exist before a transfer can be made.

19.23.2 Employee must submit a transfer request in writing to their Flow Manager/Supervisor.

19.23.3 Employee must be capable of satisfactorily performing the required work.

19.23.4 Employee requesting transfer must have seniority over employees who are in the other department and are eligible for promotion.

19.23.5 An employee can transfer only once in a two-year period without approval of the Company.

19.24 Termination of Seniority:

An employee's seniority shall be broken for the following reasons:

19.24.1 When an employee quits or retires.

19.24.2 When an employee is terminated or discharged and the termination or discharge is not reversed through the Grievance Procedure.

19.24.3 When an employee on layoff does not report to work after having been recalled, as provided in the recall procedure, and within the time limits therein provided.

19.24.4 When an employee has been absent from work for whatever reason for a period of more than 12 months. This period shall be 24 months when the reason for the absence is injury in the course of employment.

19.24.5 When an employee on leave of absence or medical leave is found to be working elsewhere without prior permission of the Company.

19.24.6 When a leave of absence has expired and the employee has not returned to active employment.

19.24.7 When an employee fails to call or report for work for three consecutive scheduled work shifts.

19.24.8 Termination of seniority as used in this Agreement shall mean termination of employment.

19.25 Job Preference:

Selection of job preference by seniority at the beginning of each year will occur only within the **operations** classifications provided the employee is trained and qualified for that job. If not trained and qualified the employee must notify the **Flow Manager/Supervisor** in writing that **they have** an interest in selecting that job by August 1st of the previous year to exercise this right.

- 19.26** The purpose will be to give the Company the time to train that employee before year end. However, if the written notification has been given and the training not done, the employee can still select that job at the beginning of the year.
- 19.27** All classifications will be required to train, become qualified, and re-qualify on other jobs within the classification on a routine temporary basis.
- 19.28** When one shifts overlaps with another shift, the job preference will be based on seniority during the overlap periods.

ARTICLE 20

Current Article 33.0 Reference Prop. U-16

20.0 CONTINUITY OF SERVICE

- 20.1** Continuity of service is defined as seniority minus any time lost due to strikes, any continuous absence time exceeding one month (except illness, military, absences compensable under Workers' Compensation statutes, PFML/FMLA and any absences approved by the Company or covered in this CBA).
- 20.2** Where used in this Agreement, the words "service", "continuous service" and "continuity of service" are synonymous.
- 20.3** Each employee shall have a continuous service date as defined in this Article.
- 20.4** Adjustments in continuity of service do not impact seniority.
- 20.5** Continuity of service shall apply where the word "service" appears in the Agreement, except Article 29.0 where "service" is defined in the appropriate plan documents.

ARTICLE 21

Current Article 27.0 Reference Prop. U-8

21.0 PROBATIONARY PERIOD AND DISCIPLINE

- 21.1** An employee hired in any job level shall be regarded as probationary for a period of 960 hours worked. During this period, all such probationary employees may be terminated or laid off at the discretion of the Company and there will be no responsibility for their rehire. Permanent employees who terminate their employment and are subsequently rehired within one year from the date of their termination shall not be required to serve an additional probationary period.
- 21.2** Any employee who has served their probationary period may be discharged or disciplined for proper cause. If it is asserted that an employee has been discharged, or disciplined without proper cause, the matter may be taken up for settlement under the grievance and arbitration procedures.

- 21.3** The Articles of the Agreement do not apply to probationary employees except as follows:
- 21.3.1** Shift differential, Article 38.0, shall apply to probationary employees.
 - 21.3.2** Probationary employees will be allowed to work overtime in accordance with Article 28.0.
 - 21.3.3** Union Security and Check-Off, Article 8.0 applies to probationary employees.
 - 21.3.4** Jury Pay, Article 34.0, shall apply to probationary employees.
 - 21.3.5** Holiday Pay, Article 37.0, shall apply to probationary employees.
 - 21.3.6** Employees that are on probation are eligible to participate in the Alleima Medical Benefits Plan” after 30 days of employment with the Company.
 - 21.3.7** Military Service, Article 33.0, shall apply to probationary employees.
 - 21.3.8** Defined Contribution Plan, Article 29.4.

ARTICLE 22

Current Article 35.0 Reference Prop. U-17, U-19

22.0 ATTENDANCE CONTROL POLICY

22.1 Purpose:

To provide a consistent and effective method of addressing attendance issues and allowing employees to make appropriate decisions regarding their responsibilities to report to work in a timely manner.

22.2 Definition of an Absence Occurrence:

- 22.2.1** All absences on scheduled workdays (includes voluntary or mandatory overtime).
- 22.2.2** Consecutive days absent from the same illness will count as one absence occurrence.
- 22.2.3** Four late arrival or early departures (one-tenth of an hour to one hour in a single day) in a 12-month period will count as one absence occurrence.
- 22.2.4** Late arrival or early departures beyond one hour in a single day without advance approval will count as one absence occurrence.
- 22.2.5** Excluded:

- Absences when approved in advance for: Vacation, PT, Holiday, Jury Duty, Military Leave, Leave of Absence, court ordered appearance if subpoenaed.
- Absences notified **at least one hour** before shift begins or as soon as possible for: Bereavement, Job-related illness/injuries (verified workers compensation cases), approved union business, Family Medical Leave Act (FMLA) or required by any other federal or state laws.
- Sickness or other paid leave qualified event while using PT **notified at least one hour** (Reference Article 36.0).
- No notification required: Company Holidays, temporary layoff, plant shutdowns
- Absences due to illness on a scheduled day of overtime shall not result in an occurrence provided the person has verifiably been seen by a healthcare professional or used PT to cover the absence.

22.2.6 Emergency:

When an emergency (as determined by the Company), requires an employee to be absent from work, the Company may approve time-off without pay and not have it count as an occurrence under the attendance policy. The employee may request available paid time (vacation, floating holiday, or personal time) to cover the time missed. The Company may request documentation of the emergency upon return to work.

22.3 Progressive Disciplinary Levels:

Level 1	1 st Occurrence	Verbal Warning
Level 2	2 nd Occurrence	Verbal Warning
Level 3	3 rd Occurrence	Written Warning
Level 4	4 th Occurrence	One Day Suspension and Final Written Warning
Level 5	5 th Occurrence	Last Chance Agreement or Termination

22.3.1 Based on a twelve-month rolling period.

22.3.2 Occurrences will be removed from consideration for progressive discipline one year after the date of the absence.

22.3.3 As occurrences are removed from consideration, the progressive discipline level will be lowered to the corresponding level of discipline.

22.3.4 Notification of an attendance occurrence and the current level of progressive discipline will be made to the employee within 14 calendar days of the occurrence unless the employee is unavailable.

USW / ASM Collective Bargaining Agreement

22.4 Attendance Control

Last Chance Agreement ("LCA")

By signing below, I, _____ (hereinafter referred to as "Employee"), understand and agree that the Company has established that it has just cause to terminate my employment for repeated violations of the Attendance Policy.

It is further agreed by the undersigned parties to this LCA, that Employee will be subject to the following provisions in lieu of being discharged for Attendance Policy violations that have occurred as of the date of this LCA:

1. Should Employee violate the Attendance Policy (incur an attendance occurrence that results in a level 4 or higher disciplinary level) during the term of this LCA, Employee will be immediately discharged by the Company.
2. Any dispute regarding whether Employee violated this LCA shall be subject to the grievance and arbitration procedure provided in the USW / Alleima Special Metals, LLC Collective Bargaining Agreement as follows:
 - a. Should such a grievance be moved to arbitration, the sole question before the Arbitrator shall be whether or not Employee violated the Attendance Policy. All other issues, if any, shall not be subject to appeal to the grievance procedure of the Collective Bargaining Agreement. It shall be presumed by the Arbitrator that, provided Employee is shown to have violated the Attendance Policy during the term of the LCA, the Company will have established just cause to discharge Employee.
 - b. Should the Company fail to show that Employee violated the Attendance Policy during the term of this LCA, the Arbitrator will sustain the grievance.
3. I understand that this is my last chance to keep my job and that this LCA serves as a FINAL WARNING as stated above.
4. This Agreement shall expire 12 months from the date it is executed.

I agree to the statement and terms described above.

Employee: _____ Date: _____

Confirmed and Agreed by:

For the Company: _____ Date: _____

For the Union: _____ Date: _____

ARTICLE 23

New Article Reference Prop. U-34, U-37 Merged Document

23.0 WORKPLACE BEHAVIOR AND DISCIPLINE

23.1 It is the Company's expectation that all employees conduct themselves in an appropriate manner while at work and during work related events. Any employee whose behavior violates these standards may be subject to disciplinary action.

23.2 Progressive Discipline:

The Company follows a progressive discipline process that is fair, consistent, and applied uniformly. The purpose of discipline is to correct behavior and prevent future violations. When determining appropriate action, the Company considers the nature of the violation, established guidelines, the employee's work record, and any relevant extenuating circumstances.

The steps in the progressive discipline process generally include:

- Verbal Warning
- First Written Warning
- Second Written Warning
- Final Written Warning with Suspension
- Termination

23.3 After one year, violations will no longer be considered in the progression of discipline. While the steps above are typically followed in order, the Company reserves the right to issue a higher level of discipline, including suspension or immediate termination, depending on the seriousness of the situation.

23.4 Guidelines:

Listed below are guidelines and they are not meant to cover all situations.

Minor Offenses:

Less serious in nature and may result in a verbal warning on first offense.

23.4.1 Minor work performance issues.

23.4.2 Minor violation of safety rules such as failure to properly use personal protective equipment or defined safety behaviors for your work area.

23.4.3 Use of harassing language directed towards another person.

23.4.4 Creating unsanitary conditions, including failing to maintain a clean workstation or properly dispose of waste, recycling, soiled rags, etc.

23.4.5 Excessive meal/rest periods.

23.4.6 Substandard quality or quantity of work.

23.4.7 Lost or forgotten employee badge.

23.4.8 Failure to use time clock system including clocking in more than five minutes prior to the start of scheduled shift or clocking out more than five minutes after the end of scheduled shift.

- 23.4.9 Loitering in work areas before or after shift.
- 23.4.10 Leaving assigned work area without permission except in cases of emergency, scheduled meetings, **getting supplies or tools**, meal/rest periods, or restroom use.
- 23.4.11 Intentional carelessness, horseplay, or other conduct that disrupts normal operations.
- 23.4.12 Unauthorized personal use of Company property (materials, machines, tools, computers, etc.).
- 23.4.13 Distraction from work due to personal electronic devices.
- 23.4.14 Smoking outside designated smoking areas.

Major Offenses:

More serious in nature resulting in a written warning on first offense.

- 23.4.15 Major Violation of safety rules including failure in reporting an on-the-job accident or injury or willfully disregarding defined safety practices.
- 23.4.16 Negligence resulting in loss of material or damage to equipment.
- 23.4.17 Intentional reduction of output.
- 23.4.18 Using another employee's badge.
- 23.4.19 Misusing Company time, including sleeping on the job or performing personal work.
- 23.4.20 Failure to follow entry security procedures, including knowingly allowing entry without a functioning employee badge.
- 23.4.21 Use of camera on Company property without Company authorization.
- 23.4.22 Threats of violence towards people or property.

Intolerable Offenses:

Very serious in nature and potentially dangerous to the welfare of the Company, community, employees, vendors or customers resulting in a suspension or termination on first offense.

- 23.4.23 Willful damage or theft of Company or other employee's property including the removal of property from the premises without permission.
- 23.4.24 Possessions of weapons on Company property.
- 23.4.25 Any form of intimidating or bullying, harassment, or unlawful discrimination including sexual harassment, inappropriate and unwanted sexual behavior while at work or on Company property.
- 23.4.26 Interfering with business operations or directing others to do so.
- 23.4.27 Dishonesty including intentional falsification or omission of significant information on Company records, time keeping, training, Company investigations or audits.
- 23.4.28 Unauthorized access or copy or disclosure of Company records including confidential and proprietary information or unauthorized release of company, employee, or customer information.

ARTICLE 24

Current Article 9.0

24.0 NEW OR ALTERED JOBS

- 24.1 When and if new or altered jobs are created because of circumstances, including equipment, dictating skill levels different from those being currently employed, it is understood that the Company will announce such creation by notice posted on the bulletin board **and notify the Union.**
- 24.2 The Company will initiate any wage or rate changes which to it appears to be necessary and will assign the job to the seniority group, which the Company deems appropriate.

- 24.3 Such rates and such seniority group assignments may not be questioned by the Union for a test period of thirty days; thereafter, the Union may object to the new rate or assignment if it feels that such rate is lower than it should be in relation to the existing rate structure in the plant, or that the seniority group assignment is in error.
- 24.4 Notice of desire to discuss either the rate or the seniority group assignment must be given by the Union within **14 calendar days** after the expiration of a 30-day trial period or the Union will be deemed to have accepted the seniority group assignment and rates set. Any adjustment of the rate agreed to shall be retroactive to the date of institution of such rate, but under no circumstances shall the subject of the new or altered job content or the seniority group assignment be subject to arbitration.
- 24.5 The wage rate of new jobs or altered jobs will be subject to the grievance and arbitration procedure provided that such grievances are presented within the time limits established in Article 6 and further provided that job content and seniority group assignment will not be subject to arbitration; the only question to be arbitrated being the wage rate assigned to the new or altered job.
- 24.6 A new or altered job will have assigned to it a wage rate which gives consideration, but is not limited, to the Wage Progression Scale (Attachment A).

ARTICLE 25

Current Article 11.0

25.0 MANUAL WORK BY NONBARGAINING PERSONNEL

25.1 Supervisory and salaried employees shall not perform work on hourly rated jobs covered in Attachment A except in the following situations:

25.1.1 In the event of an emergency.

25.1.2 In instructing and training employees.

25.1.3 In the performance of necessary work when difficulties are encountered on the job.

25.1.4 Where such work is incidental and related to the inspection of equipment or in checking operating efficiency.

25.1.5 In the procurement or gathering of supplies and equipment for rush jobs.

25.1.6 To perform experiments on new or improved techniques of operation and to conduct research of new methods, products, or design.

25.1.7 To relieve an employee at the employee's request for periods of short duration.

25.1.8 In the performance of any of the above exceptions it is agreed that such performance will not result in demotion or loss of overtime in the basic workforce.

ARTICLE 26

Current Article 36.0 Reference Prop. ASM-38

26.0 JOB CLASSIFICATIONS AND TRAINING PROGRAM FOR OPERATIONS & MAINTENANCE PERSONNEL

The Operations Seniority Group Training Program outlines different job classifications within the three departments: Processing, Pilgering, and Inspection.

The Maintenance Seniority Group Training Program outlines different job classifications within Maintenance and the requirements for promotion into the Master H job classification. To be eligible for the opportunity to train for promotion, employees must not be on an active written warning in the Attendance Control Policy or have disciplinary action resulting in a suspension in the past 12 months.

An employee can transfer only once from one department to another in a two-year period without approval of the Company.

When an employee is recalled within one year after being laid off they will retain their previous progression credit achieved, except for NDT certification which must follow Alleima Policy: Written Practice for the Qualification and Certification of NDT Personnel.

26.1 Definitions:

Operator II

- **Training:** Employees will receive training across all departments, based on production needs, without performing Operator I duties unless required by the Company.
- **Competency:** Employees must complete and maintain the required documented training as specified by department based on their job classification.

Operator I

- **Training:** Employees must complete the required prerequisites outlined by the department and obtain documented training within the scope of the department.
- **Competency:** Employees must complete and maintain the required documented training as specified by department based on their job classification.

Master Operator or Master Grade

- **Training:** The employee must be qualified as an Operator I within the same department and have completed the required prerequisites outlined by that department.
- **Competency:** Employees must complete and maintain the required documented training as specified by department based on their job classification.

26.2 Operations Seniority Group Training Program

A reasonable training period will be provided for all training required within the departments. Once the training begins, employees will not experience a loss of pay or demotion if they are not given scheduled time to train.

Documented training shall be accomplished using on-the-job training (OJT), with applicable training checklists. Some job classifications may require formal, classroom and/or online training courses that may utilize examinations.

In cases of new work or if no trained operator is available, the Company will provide a subject matter expert to assist in training. Job classification of new work will be determined by the Company and by the Union to determine the department or seniority group.

Documented training requires a signature from the trainer and Flow Manager/Supervisor.

Employees may request a copy of training records signature page.

Employees may be assigned other duties related to their job classification as operational needs require.

26.3 Processing Department

The processing department covers both hollow and finish processing.

26.4 Hollow Processing Operator II (OP2)

Hollow Processing OP2 employees will be trained based on production needs in the following.

- Chem-Bay
- End Trim
- Manual Cut (Processing, Inspection)
- Manual Blasting
- In-Process Hollow Inspection
- Hollow Cut
- Ultrasonic Clean
- Hydrostatic Testing
- Large Straightener
- Keiserling Straightener
- 6 Roll Straightener
- First Visual of CP-Ti
- Steel Processing
- Final Hollow Inspection
- Straightness Verification
- First Visual and Straightness Inspection
- Scrap Processing
- PIT (Forklift) Operation
- Crane Operation

26.5 Stores Operator II (OP2)

Stores OP2 employees will be trained based on production needs in the following.

- Receiving and Distribution of Goods
- Assisting with Inventory Control
- Scrap Processing
- Basic Computer Entry
- Maintaining the Stores Area for Cleanliness
- PIT (Forklift) Operation

26.6 Finish Processing Operator I (OP1)

The following Hollow Processing OP2 prerequisites and 60% of the Finish Processing OP1 competencies must be met for promotion to Finish Processing Operator I.

Hollow Processing OP2

- Chem-Bay
- End Trim
- Manual Blasting
- In-Process Hollow Inspection
- Large Straightener

Finish Processing OP1

- ID Etch (Flush Etch)
- OD Etch (Rotary Etch)
- Grinders
- Auto Blaster
- 5 Roll Straightener
- PP30 (when requested and trained)

To maintain the Finish Processing OP1 job classification, employee must complete periodic review of the following:

- ID Etch (Flush Etch)
- OD Etch (Rotary Etch)
- Grinders
- Auto Blaster
- 5 Roll Straightener
- PIT (Forklift) Operation
- Crane Operation

26.7 Master Processing Operator (MPO)

Selection based on seniority (Article 19.0). The following prerequisites must be met for promotion to the Master Processing Operator.

- ID Etch (Flush Etch)
- OD Etch (Rotary Etch)
- Grinders
- Auto Blaster
- 5 Roll Straightener
- PIT (Forklift) Operation
- Crane Operation
- Successfully complete Furnace Training and pass a written examination.
- Waste Water Treatment Facility (WWTF)

To maintain the Master Processing Operator job classification, employees must complete periodic review of the following:

- Furnaces
- WWTF
- PIT (Forklift) Operation
- Crane Operation

26.8 Pilgering Department

The Pilgering Department includes all pilger mill operations for breakdown and final pilger mills, QV/ARO, and Draw Bench.

26.9 Pilgering Operator I (OP1)

The following Hollow Processing OP2 prerequisites and the Pilger OP1 competencies must be met for promotion to Pilgering OP1.

Hollow Processing OP2

- Hollow Cut
- Overhead Crane Certification
- Final Hollow Inspection
- Kieserling Straightener

Pilgering OP1

- Successfully complete Entry Level Pilger Training and pass a written examination.
- Successfully complete practical examinations for the operation of at least three (3) pilger mills.

To maintain the Pilgering OP1 job classification, employees must complete periodic review of the following:

- Hollow Cut
- Final Hollow Inspection
- Kieserling Straightener
- Operation of ALL breakdown pilger mills
- Operation of ALL final pilger mills
- Overhead Crane Certification
- Draw Bench Operation (when requested and trained)

26.10 Master Pilger Operator (MPO)

Selection based on seniority (Article 19.0). The following prerequisites must be met for promotion to the Master Pilger Operator.

- Successfully complete Master Pilger Training and pass a written examination.
- Successfully complete practical examinations for product changes on at least three (3) pilger mills:
 - Two (2) finishing mills & one (1) breakdown mill OR
 - Two (2) breakdown mills & one (1) finishing mill
- QV/ARO

To maintain the Master Pilger Operator job classification, employees must complete periodic review of the following:

- QV/ARO
- Overhead Crane Certification
- Product Changes on ALL pilger mills
- Operation of ALL pilger mills

26.11 Inspection Department

The Inspection Department includes Non-Destructive Testing (NDT), packing, and shipping.

26.12 Inspection Operator I (OP1)

The following Inspection OP2 prerequisites, 80% of OP1 competencies and NDT UT Level One Certification must be met for promotion to Inspection OP1.

Inspection OP2

- Straightness Verification
- First Visual and Straightness Inspection
- First Visual of CP-Ti
- Hydrostatic Testing
- Manual Cut (Inspection)

Inspection OP1

- Ti-Cut
- Final Cut to Length
- Sample Cut
- Air Gauge/Pneumatic (when requested and trained)
- Marine Cut
- Final Visual
- Final Packaging
- Receiving Inspection
- NDT UT Level One (1) Certification: Total of 400 documented hours in NDT including the successful completion of a 40-hour classroom training, and 210 of on-the-job experience, which may be in either NDT method (ultrasonic or eddy current).

To maintain the Inspection OP1 job classification, employees must complete periodic review of the following:

- Straightness Verification
- First Visual and Straightness Inspection
- First Visual of CP-Ti
- Hydrostatic Testing
- Manual Cut (Inspection)
- Ti-Cut
- Final Cut to Length
- Air Gauge/Pneumatic (when requested and trained)
- Sample Cut
- Marine Cut
- Final Visual
- Final Packaging
- Receiving Inspection
- Maintain, at minimum, NDT UT Level one (1) Certification.

26.13 Master Inspection Operator (Master Grade)

Selection based on seniority (Article 19.0). The following prerequisites must be met for promotion to Master Grade.

- Straightness Verification
- First Visual and Straightness Inspection
- First Visual of CP-Ti
- Hydrostatic Testing
- Manual Cut (Inspection)
- Ti-Cut
- Final Cut to Length
- Sample Cut
- Marine Cut
- Final Visual
- Final Packaging
- Receiving Inspection
- Air Gauge/Pneumatic (when requested and trained)
- Maintain, at minimum, NDT UT Level one (1) Certification.
- NDT UT Level Two (2) Certification: Total of 1200 documented hours in NDT including the successful completion of a 40-hour classroom training, and 630 of on-the-job experience, which may be in either NDT method (ultrasonic or eddy current).
- NDT ET Level One (1) Certification: Total of 400 documented hours in NDT including the successful completion of a 40-hour classroom training, and 210 of on-the-job experience, which may be in either NDT method (ultrasonic or eddy current).

Please refer to Alleima Policy Written Practice for the Qualification and Certification of NDT Personnel for the most up to date hour requirements.

To maintain the Master Grade job classification in the Inspection Department, employees must complete periodic review of the following:

- Straightness Verification
- First Visual and Straightness Inspection
- First Visual of CP-Ti
- Hydrostatic Testing
- Manual Cut (Inspection)
- Ti-Cut
- Final Cut to Length
- Sample Cut
- Air Gauge/Pneumatic (when requested and trained)
- Marine Cut
- Final Visual
- Final Packaging
- Receiving Inspection
- Inspection Lot Report (ILR)
- UT Tester Over-Check
- NDT UT Level 1 Certification
- NDT UT Level 2 Certification
- NDT ET Level 1 Certification

26.14 Master Shipping Operator

- The selection for this position is at the discretion of the Company similar to the Working Leaders. The Master Shipping Operator shall be selected based upon qualifications and skill as determined by the Company and shall not be based on seniority nor will the senior employee in the department from which they are selected necessarily be selected to fill the position.
- Should the Company determine that 2 or more candidates are equally qualified for the position, seniority will be considered to determine the successful candidate.
- When temporary vacancies occur, they will be offered first to the senior qualified employee in the Inspection department. If a qualified employee from the Inspection Department is not available, the senior qualified employee from other departments will be solicited. The junior qualified employee may be required to fill the temporary vacancy if no volunteers accept the assignment. This position shall be counted towards the vacation quota in the Inspection Department only.

The following prerequisites must be met for promotion to Master Shipping Operator and may be required to complete a periodic review of the following:

- Order Completion
- Enterprise Resource Planning (ERP) Software for Receiving and Allocation
- Microsoft Word, Excel, Outlook
- PIT (Forklift) Operation

26.15 Maintenance Seniority Group Training Program

Maintenance Seniority Group positions shall be selected based on qualifications as determined by the Company. Selection for this position shall be at the discretion of the Company and shall not be based on seniority, nor will the senior employee in the department necessarily be selected to fill the position.

26.16 Definitions:

Mechanic II

Employees in this entry level job classification perform basic mechanical duties, including the operation of equipment, the supervised completion of routine mechanical tasks, and the performance of basic installation and assembly work, safe use of hand tools, shop machinery. Employees are required to perform all maintenance work as assigned for which they are qualified. Experience as an operator will be given preference.

Mechanic I

Employees in this job classification shall possess, at minimum, any combination of the following qualifications: 1–2 years of manufacturing experience; Machinist or Millwright experience; a Journeyman L&I license or completion of an approved apprenticeship; and a background in facility maintenance. Duties may include performing preventive, corrective, and routine maintenance on Company equipment and systems, as well as the

safe and proficient operation of hand tools, shop machinery, and related equipment. Employees are required to perform all maintenance work as assigned for which they are qualified.

Electrician

Employees in this classification must hold a valid Washington State electrician license. Duties may include performing preventive maintenance, basic electrical repairs, and safe energy control procedures, as well as working on facility equipment to support electrical system reliability. Employees are required to perform all maintenance work as assigned for which they are qualified.

Tooling Technician

Employees in this job classification shall possess, at minimum, any combination of the following qualifications: 3–5 years of experience in tooling, journeyman machinist work, or certified millwright duties; and proficiency in operating CNC machines, manual lathes, or other cutting tools. Employees are required to perform all maintenance work as assigned for which they are qualified.

Calibration Technician

Employees in this classification shall possess, at minimum, any combination of the following qualifications: a Machinist or Electronics/Instrumentation degree, a two-year technical program, or 3–5 years of relevant manufacturing experience. Employees are required to perform all maintenance work as assigned for which they are qualified.

Instrument Technician

Employees in this job classification shall possess, at minimum, any combination of the following qualifications: 3–5 years of experience as an Instrumentation Technician in a manufacturing environment; an associate degree, two-year instrumentation program, or equivalent apprenticeship; NDT Level One I&C certification; and post-secondary technical training or related experience.

Duties may include performing preventive, corrective, and routine instrumentation maintenance; troubleshooting electronic controls, sensors, and instrumentation systems; and verifying equipment performance; and safely and proficiently operating electronic test devices, diagnostic tools, and related equipment. Employees are required to perform all maintenance work as assigned for which they are qualified.

26.17 Master H

To qualify for a Master H Position in the Maintenance Seniority Group, an employee must accomplish one of the following requirements.

26.17.1 Multi-year program or formal apprenticeship program in a trade related to the business needs of the Company, including but not limited to, Machinist, Electricians, Instrument Technicians, Calibration Technicians. In addition to completing a probationary period of 960 hours worked in the Maintenance Seniority Group.

26.17.2 Two-year associates degree or trade school in related field with three years of experience in the related field and two years of experience in the Maintenance Seniority Group.

26.17.3 Five years of experience in a related field or trade and an additional five years of experience in the Maintenance Seniority Group.

26.17.4 Employees are required to perform all maintenance work as assigned for which they are qualified.

26.18 The assignment of additional jobs will not prevent the Union from claiming new jobs or altered jobs and will be subject to the grievance and arbitration procedure provided that such grievances are presented within the time limits established in Article 10.0 and further provided that job content and seniority group assignment will not be subject to arbitration; the only question to be arbitrated being the wage rate assigned to the new or altered job.

ARTICLE 27

Current Article 16.0 Reference Prop. ASM-12

27.0 CONTINGENT/CONTRACTED LABOR FORCE

- 27.1** At no time will the number of the **contingent/contracted** workforce exceed 10% of the bargaining unit employees.
- 27.2** An employee hired under the terms of this understanding shall not work overtime hours as outlined under the terms of this Agreement.
- 27.3** The Company will provide Contingent/Contract employee list monthly to the Union. The list will be provided when such employees are working and will contain number of Contingent/Contract employees, start dates, and positions.
- 27.4** **Contingent/Contract** employees shall be released prior to the reduction in force (RIF) of regular employees.
- 27.5** The Company will not use **contingent/contract** employees to fill regular employee positions. **Contingent/Contract** employees may be used to fill temporary vacancies and cover peak work periods but may not exceed 90 workdays in a 12-month period.

ARTICLE 28

Current Article 12.0 Reference U-10 & ASM-46

28.0 HOURS OF WORK AND OVERTIME

28.1 Work Day and Work Week Defined:

A workday starts with the beginning of the employee's assigned shift schedule and ends **24** hours later.

A work week **starts** with the beginning of the employee's assigned shift schedule and ends 168 hours later.

The **Company** will give the Union at least **two** months' notice of a change of shifts/**schedules**, unless both parties mutually agree to a shorter time, prior to the change to allow employees an appropriate amount of time to make necessary arrangements for the change. **A change in shifts is defined as changing between Days, Swings, or Nights/Graveyard or changing between 8-hour, 10-hour, or 12-hour shifts/schedules.**

- 28.2** The annual shift preference postings will be posted for approximately 30 days.
- 28.3** All overtime, voluntary or mandatory, on the first and second day of rest is treated as scheduled workdays.
- 28.4 Shifts:**
- 28.4.1 8-hour shifts**
 - 28.4.2 10-hour shifts**
 - 28.4.3 12-hour shifts**

28.5 Special Shifts:

28.5.1 Certain employees (Working Leaders or employees with a hardship) are on special shifts not described in this Article. Such special shifts and schedules will continue to be assigned to these employees. All special shifts are predicated on the needs of the company and/or employee(s) however is allowed at the sole discretion of the company.

28.6 Shift Assignments:

Shift assignments will be made based on seniority within the department and operation.

28.6.1 Volunteers by seniority.

28.6.2 Lacking volunteers, the least senior person within the work group will normally be assigned.

28.7 Alternate Shifts:

The Company or the Union can request to meet to discuss new shifts. Both parties agree to meet to meet, cooperate, and work towards a mutual agreement.

28.8 Shift start times are defined as the normal starting time closest to:

28.8.1 8-hour shifts: Days-8:00am, Swing-4:20 pm, Graveyard-12:10am

28.8.2 10-hour shifts: Days-6:00am, Swing-4:20pm

28.8.3 12-hour shifts: Days-6:00a., Night-6:00pm

28.9 Definition of Regular Rate of Pay:

Regular rate of pay, regular hourly rate, regular rate, or regular straight-time hourly rate, as used in this Agreement, shall be deemed to be the rate of pay set forth in the attachments received by the employee; shift differential shall be added to such rate only to the extent applicable to the actual working time of an employee.

28.10 8-Hour Shift, Work in Excess of Eight Hours in a Workday:

Time and one-half will be paid for hours worked in excess of eight hours in a single workday. However, no employee shall receive daily overtime in any workday resulting from a shift change for the employee's convenience. Vacation hours will be considered as hours worked for overtime pay purposes.

10-Hour Shift, Work in Excess of Ten Hours in a Workday:

Time and one-half will be paid for hours worked in excess of ten in a single workday. However, no employee shall receive daily overtime in any workday resulting from a shift change for the employee's convenience. Vacation hours will be considered as hours worked for overtime pay purposes.

12-Hour Shift, Work in Excess of 12 Hours in a Workday:

Double time will be paid for hours worked in excess of 12 hours in a single workday. However, no employee shall receive daily overtime in any workday resulting from a shift change for the employee's convenience.

Holidays, jury duty, bereavement leave, e-time, short-term union business days and vacations will be considered as days worked:

28.10.1 (i.e., if an employee schedules vacation for a full 36 hours, scheduled work week, they will be paid 42 hours vacation pay {24 hours straight-time and 12 hours at 1-1/2 time}, even though they did not perform work during that week.

If an employee schedules one day {12 hours} of vacation, holiday, jury duty, bereavement leave, e-time, or short-term union business they will be paid 8 hours straight-time and 4 hours at 1-1/2 times).

A partial day of vacation will not result in reduction of pay.

28.11 Work in Excess of Twelve Hours in a Workday:

Double the regular rate of pay shall be paid for all hours worked over 12 in a workday.

12-hour shifts-All hours worked outside of the employee's regularly assigned schedule shift will be paid at double the regular rate of pay except that one and one half times the regular rate of pay will be paid for the first day of rest.

28.12 Work During First Scheduled Day of Rest:

Time and one-half will be paid for hours worked on the employee's first scheduled day of rest within **their** regular work week. Double time will be paid for all hours worked over **eight** on the employee's first scheduled day of rest.

28.13 Work During Second Scheduled Day of Rest:

Time and one-half will be paid for hours worked on the employee's first scheduled day of rest within **their** regular work week. Double time will be paid for all hours worked over **eight** on the employee's first scheduled day of rest.

28.14 Work During Second Scheduled Day of Rest:

Double time will be paid for hours worked on the employee's second scheduled day of rest within **their** regular work week.

10-hour shift – Double Time will be paid for hours worked on the employee's second and third scheduled day of rest within **their** regular work week.

12-hour shift – Double Time will be paid for hours worked on the employee's second, third, and fourth scheduled day of rest within **their** regular work week.

28.15 Work During Holidays

28.15.1 In addition to any holiday allowance to which an employee may be entitled for the holiday, an employee who works on the day they would otherwise have observed one of the holidays listed in Article 37.0 will be paid two times their regular rate of pay (Attachment A - Wage Progression Scale) for the hours actually worked.

28.15.2 If an employee is excused from work on a holiday, the hours will be counted as hours worked in computing overtime.

28.16 Duplicating and Pyramiding:

In no event shall overtime and/or premium pay be pyramided or duplicated. Thus, if two or more overtime or premium pay provisions are applicable to the same hours of work, only the applicable provisions yielding the largest premium shall be applied and such payment shall satisfy the requirements of all other applicable pay provisions. Overtime or premium pay as used throughout this Agreement include the daily and overtime premiums of this Article, call-in premium and premium pay for holidays worked.

28.17 Lunch Periods:

The Company shall schedule a lunch period of **30** minutes on swing and graveyard shifts and a lunch period of 30 minutes on day shift. The lunch period shall commence no less than two hours **or** more than five hours from the beginning of the scheduled shift.

10-hour shift-The Company shall schedule one 30-minute unpaid lunch period at 11:00 a.m. during the day ten hour-hour shift and a paid **30-minute** lunch at 9:00 p.m. on the swing shift. **However, the lunch period shall commence no less than two hours nor more than five hours from the beginning of the scheduled shift.**

12-hour shift-The Company shall schedule **two** lunch periods during each 12hour shift. The first lunch period of 30 minutes shall commence no less than two hours nor more than five hours from the beginning of the shift. The second lunch period of 30 minutes shall commence no less than three hours nor more than five hours from the end of the first lunch period.

No employee shall be required to work more than **five** consecutive hours without a lunch period. Employees held over or called in **three** hours or more beyond their regularly assigned shift shall be allowed a 30-minute paid lunch period during the overtime period and will be paid a **\$10.00** meal allowance which will be included on their paycheck for that pay period.

Employees may not leave the work site during paid lunch periods. Anytime an employee leaves the work site, other than while performing work, they shall clock out and not be paid.

28.18 Distribution of Overtime:

28.18.1 Due to the nature of the Company's business, overtime may be required. Operational needs and efficiency will determine the amount of overtime to be worked.

28.18.2 The Company will post a sign-up sheet to request volunteers to work overtime (such as weekends, holdovers, early starts, and any other overtime needs as determined by the Company) by shift for that week on the Friday before the scheduled work week. Employees interested in working weekend overtime will have until Thursday morning at 9:00 a.m. to sign up to work. Employees interested in holding over or starting early will have until one hour prior to the end of their shift to sign up.

28.18.3 Overtime assignments will first be offered to those who signed up in the following order:

- o Job classification and shift to those employees who are qualified to perform such work.
- o Overtime will be allocated to employees based on the least amount of weighted number of overtime hours worked in seniority order.
- o Rest of the shift to those employees who are qualified to perform such work, including probationary employees.

28.18.4 In the event there is not an adequate number of employees to fulfill overtime needs, then employees who are qualified to perform such work will be mandatory by job classification and shift in reverse seniority.

28.18.5 If an employee does not work 40 straight hours in the previous week due to an unapproved absence(s) per Article 22.0, with the exception of any absence due to discipline, the employee will not be eligible to work regular overtime until all other employees have been asked.

28.18.6 The list of overtime will then be posted by 3:00 p.m. on Thursday with the names of those employees who are scheduled to work.

28.18.7 When all available employees in all classifications within the department, shift and seniority group have been asked, or mandatoried, and operational needs require additional overtime assignments, additional overtime assignments will be next offered, to the overtime scheduling list to available employees within the other seniority groups and shift.

28.18.8 A separate sign-up sheet for holdovers and early starts will be posted for those interested in working overtime during the week. The 8-hours shift will be asked to start early or holdover before the 10-hour shifts are offered and both the 8-hour and 10-hour shift personnel will be asked prior to the 12-hour shifts are offered overtime during the weekdays.

- 28.18.9**The day shift 12-hour employees would be offered an 8-hour (8:00 a.m.-4:30 p.m.) shift. The night shift 12-hour employees would be offered an 8-hour (12:30 a.m.-8:00 a.m.) shift. The 4:30 p.m.-12:30 a.m. shift would be offered to the 12-hour employees (night or day shift), according to the overtime scheduling list.
- 28.18.10**Overtime will be allocated to employees based on the number of weighted overtime hours actually worked. Overtime will be weighted as follows:
- Employees receiving time and one-half hours of pay will be weighted 1.5 hours and
 - Employees receiving double-time will be weighted 2 hours.
 - Overtime allocation resets after the last payroll of the calendar year.
- 28.18.11**If the overtime worked is of such nature as to prohibit the placing of certain employees on overtime because of physical limitations or other qualifications or because the work must be performed by specialized skills or operators, the Company shall use its discretion in awarding the overtime.
- 28.18.12**With Company approval, a qualified employee in the job classification on another shift may volunteer for an overtime assignment. Premium pay for the hours worked will be that which the employee substituted for would have received.
- 28.18.13**An employee on vacation, leave of absence, or who is absent for the full workday on the day overtime scheduling takes place, will not be considered available for mandatory overtime scheduling. If the employee has signed up for voluntary overtime, it is the employee's responsibility to verify if they are scheduled to work.
- 28.18.14**The Company will make a reasonable effort to notify employees working the Day and Swing shifts no less than 40 hours in advance of overtime work on first, second, third, and fourth days of rest or holidays. The Company will notify Employees working the Graveyard shift by the start of their shift on Friday for voluntary overtime, however, for any mandatory overtime the Company will make a reasonable effort to notify the Graveyard shift employees no less than 40 hours' notice. The Company will pay an extra premium of one-half the employee's straight-time hourly pay rate in addition to the normal first, second, third, or fourth day of rest overtime or holiday premium, to the employee on Day or Swing shift who works overtime with less than 40 hours' notice, and any Graveyard employees that are not notified at the start of their shift on the Friday before the weekend work is requested or when there is less than 40 hours' notice for mandatory overtime.
- 28.18.15**In case of an emergency, equipment breakdown, or circumstance beyond the Company's control or if an employee scheduled to work during the overtime period fails to give adequate notice of absence to the Company, then reasonable effort by the Company to give prior notice is not required, nor is the extra half time premium pay applicable.
- 28.18.16**In addition, **Mechanics II**/Maintenance Apprentices may be assigned overtime by the Company provided the overtime will be assigned on a reasonably equal basis among the apprentices and no apprentice will be given overtime, which exceeds the highest grade "H" overtime by more than 50 hours.
- 28.18.17**Employees shall not be required to work mandatory overtime on their regular scheduled days of rest immediately prior to a scheduled vacation day, nor shall employees be required to work mandatory overtime on their regular scheduled days of rest that immediately follow a scheduled vacation day.

28.18.18 Employees who work any hours during their last two sets of consecutive days of rest will not generally be mandatoried to work any hours during their next set of days of rest. Should the Company need to mandatoried an employee(s) to work during a third consecutive set of days of rest, the least senior qualified employee(s) who has not worked during both their last two sets of days of rest will be mandatoried before any employee(s) who has worked the last two consecutive days of rest.

In the event there are no qualified employees who have not worked the last two sets of consecutive days of rest, the Company may mandatoried the least senior qualified operator and pay the appropriate overtime rate, plus one-half time premium for all hours worked on any third consecutive set of days of rest. Employees will not be mandatoried to work Sunday in lieu of Saturday. The premium pay of plus one-half times does not apply when an employee voluntarily works the third consecutive days of rest.

28.19 Rest Periods:

The Company shall schedule a ten-minute paid rest period for each four hours of working time. Rest periods shall be scheduled as near as possible to midpoint of the work period. No employee shall be required to work more than three hours without a rest period.

10-hour shift-The day shift ten-hour shift employee will have a ten-minute rest period at 8:30 a.m. and 2:00 p.m. The swing shift ten-hour shift employee will have a ten-minute rest period at 7:00 p.m. and midnight. No employee shall be required to work more than three hours without a rest period

12-hour shift-The Company shall schedule three **ten**-minute paid rest periods during each **12**-hour shift. The first rest period shall be scheduled near the midpoint between the start of the shift and the first lunch period. The second rest period shall be scheduled near the midpoint between the first lunch period and the second lunch period. The third rest period shall be scheduled near the midpoint between the second lunch period and the end of the shift. No employee shall be **required to work more than three hours without either a rest period or lunch period.**

ARTICLE 29

Current Article 30.0 Reference Prop. ASM-53

29.0 BENEFITS

29.1 Insured Benefits:

The Company now has in effect the following insured benefit levels covering the employees in the bargaining unit:

- 29.1.1** Life Insurance and accidental death and dismemberment insurance. These plans are provided for actively employed employees at no cost to the employee. Please see the summary plan description for more information.
- 29.1.2** Additional life insurance, and accidental death and dismemberment insurance for the employee and dependent life insurance may be purchased by the employee. Full cost of the additional insurance to be borne by the employee.
- 29.1.3** Health & Dental Insurance: For the term of this Agreement, group medical insurance benefits, including dental benefits, will be offered to eligible bargaining unit employees (excluding retirees).
- 29.1.4** Bargaining unit employees who are scheduled to work a minimum of 30 hours per week will be given the opportunity to participate in the Company's Medical Benefits Plan after 30 days of employment with the Company.
- 29.1.5** Initially Medical and Dental benefits will be offered through the Company's Medical Benefits Plan, subject to approval of Company's Board of Directors. The Benefits and cost sharing provided to participants under the Company Plan shall be determined by Alleima US in its sole and exclusive discretion. The Union agrees that Alleima Special Metals, LLC shall have sole and exclusive discretion at any time to amend or change the plan including but not limited to changes in coverage, networks, providers, benefits, deductibles, co-pays, and/or employee contribution.
- 29.1.6** The Union may competitively bid the Medical, Dental, Vision insurance from benefit year to benefit year, any such bid should be received by the Company 60 days prior to open enrollment for the benefit year. The Company will provide the union the necessary information to bid the medical, dental, and vision plans in a timely fashion, but no later than 30 days after the request it made.
- 29.1.7** Company agrees that the Union can notify the Company within 30 days their intent to withdraw from the Company Plan with negotiations for a follow along plan. The Company agrees that should the Union withdraw from the Company's Plan the Company will pay the current cost share but no less than 70% whichever is higher of the premium for any follow along Medical Benefits Plan that both parties agree upon. Bargaining Unit employees will be covered by the Company's Plan until such time as follow-along medical benefits plan is in place. Any disputes over the terms and conditions of the new plan will be subject to the grievance and arbitration procedure.
- 29.1.8** The Union recognizes that the Company Plan is provided to all US employees of Alleima USA LLC. The cost sharing for the Company Plan is determined by Alleima US. However, in no event will the cost sharing for USW represented employees exceed that of other non-organized Company employees.

29.2 Disability Insurance:

The Company will provide short-term disability benefits to union employees per the Alleima US Short Term Disability Plan. Benefits will commence on the 6th day of consecutive non-occupational disability and will be equal to 66-2/3% of their weekly base earnings up to a maximum of \$700 per week for a maximum of 26 weeks. Please see the summary plan description for more information.

29.3 The Company will provide long-term disability benefits to union employees per the employer's Group Insurance Plan summary plan description.

29.4 Alleima USA LLC 401(k) Plan:

29.4.1 Effective January 1, 2010, all employees will participate in a defined contribution plan, Alleima USA LLC 401(k) Plan.

29.4.2 The plan will include both an automated Company contribution amount equal to a percentage of the employee's eligible compensation and a Company match to an employee's savings portion. The Plan will be established in accordance with current ERISA laws and regulations governing enhanced 401(k) plans.

29.4.3 Rehired employees that were originally hired prior to January 1, 2010, are eligible for this Plan provided that the employee's reemployment date is on or after January 1, 2010, and that the period of separation was 12 months or greater

29.4.4 Automatic Company Contribution Portion:

In addition to any matching contributions described in this Article, the Company will automatically contribute 5% of Eligible Compensation on behalf of all eligible employees regardless of whether an employee makes any contributions to the savings portion of the Plan.

29.4.5 Savings Portion:

- o The Company has established a savings portion to the plan with the following basic provisions:
- o Automatic payroll deduction of the employee's contribution to the savings plan.
- o A Company matching contribution of 50% of the employee's regular Cash or Deferred Arrangement (CODA) contribution up to a maximum CODA contribution of 6% of the employee's weekly eligible compensation.
- o An opportunity for the employee to make an additional CODA contribution of up to 94% of the employee's weekly eligible compensation without Company matching. Under no circumstances shall the total CODA contribution exceed limits established by Federal regulations.
- o Eligibility for participation occurs at any time following 30 days of employment. Changes to the rate of employee contribution may be made at any time
- o The entire value of the employee's account is fully and immediately vested.
- o To participate in the savings portion, employees must participate in the CODA provision (bullet 3).
- o The Company and the Union agree to offer information and education to increase employee participation in the CODA Savings Portion of the Defined Contribution Plan.

29.4.6 Effective July 12, 2023, Alleima Special Metals Defined Contribution Plan and the Alleima Special Metals Thrift Plan transitioned into the Alleima USA LLC 401(k) Plan.

29.4.7 Effective January 1, 2010, The Defined Benefit Pension Plan was frozen. Eligible employees preserved their existing benefits already earned. See Attachment C.

29.5 General Benefit Plans:

29.5.1 Subject to the provisions of this Article the Company will maintain in full force and affect the above benefit policies and plans for those employees eligible to participate and agreeing to the deduction from their pay checks of the indicated amount where employee contribution is indicated. The Company will pay the balance of the costs of those electing to take coverage where contribution is indicated.

29.5.2 To the extent that any policy may furnish coverage of an employee while on layoff, leave of absence, strike, or after termination, it will be the employee's responsibility to pay all premiums for such coverage and to take such other steps as may be necessary to maintain coverage and the Company shall have no responsibility therefore.

29.6 It is understood that all of the plans and/or policies are subject to all terms, requirements and restrictions that may be imposed by or under the terms of the policies, trusts, and plans or by the laws and regulations governing such policies, trusts, and plans.

- 29.7** The maintenance of such policies, trusts and plans is subject at all times to such rights as the insurers, the trustees or any governmental body may have or acquire to modify or terminate any policy; also, to any and all laws, regulations or orders which are now or hereafter may become applicable to any policy, trust, or plan.
- 29.8** It is understood that the only obligation of the Company is to pay its portion of the costs under any policy, trust or plan while the same is in effect and that the rights of the employees are governed by the terms of the policies, trusts and plans and not by this Agreement, and that any right of an employee under any policy, trust or plan above described shall be enforced under said policy, trust or plan and not under this Agreement.
- 29.9** The Company reserves the right to amend the plans in any way necessary to continue to qualify them as qualified plans under the applicable provisions of the Internal Revenue Code.

ARTICLE 30

Current Article 100 Reference Prop: ASM-36

30.0 TUITION REIMBURSEMENT

- 30.1** Alleima employees are eligible to be reimbursed for continued education as governed by Alleima US Tuition Assistance Policy, which remains in effect from time to time, and may be altered by the Company at its sole discretion.

ARTICLE 31

Current Article 13.0

31.0 LEAVES OF ABSENCE

- 31.1** General Leave of absence without pay not to exceed one year may be granted in the Company's discretion to an employee without loss of their seniority, it being recognized that leave of absence shall only be granted depending upon the circumstances of each case.
- 31.2** An employee absent from work on approved leave of absence will not accrue service credit for wage progression during such absence. Further, no right to overtime opportunities lost during the leave of absence will accrue; the returning employee will be given credit for the average accumulated hours of employees in the job classification on the shift.
- 31.3** A leave of absence without pay and without loss of seniority will be granted to an employee selected by the Union to act as a Union officer or business agent, provided the Company determines that such leave does not impair or disrupt the normal operations of the plant. Such leave for Union business will not exceed one year and in no case will be for a greater period than the employee's length of service with the Company at the time the leave begins. Only one such employee may be on leave at a time.

ARTICLE 32

Current Article 26.0 Reference Prop. U-25

32.0 **BEREAVEMENT LEAVE**

- 32.1 The Company agrees to pay an employee at their regular straight time earnings for scheduled work days lost up to a maximum of three days to be used within 30 days of the first day, for each incident upon the death of a parent, or status of a parent, in law parent, spouse, registered domestic partner, child, stepchild, adopted child, brother/sister, brother in law/sister in law, grandparent or grandchild provided:
- 32.1.1 Payment will not be made for Saturdays or Sundays, except as they may be regularly assigned workdays.
- 32.1.2 In the case of the death of a spouse or child, an additional two days of bereavement leave may be allowed.
- 32.1.3 Concurrent deaths shall be treated as one incident.
- 32.1.4 If travel distance one way exceeds 180 miles, up to an additional two days to attend the funeral, memorial, cremation, celebration of life, or burial service will be granted.

ARTICLE 33

Current Article 23.0 Reference U-12, U-36.0

33.0 **MILITARY SERVICE**

- 33.1 The parties will observe all applicable laws pertaining to employees returning from service in the military forces of the United States.
- 33.2 An employee required to leave for military duty shall be paid the difference between their military pay and their straight time wages for the first 26 weeks of such military duty per year performed during the regular straight time hours.

ARTICLE 34

Current Article 25.0 Reference Prop. ASM-41

34.0 **JURY PAY**

- 34.1 The Company recognizes that employees have a responsibility to fulfill their civic duties by service on jury duty when called. The Company will not permit any harassment or other negative employment outcome, as a result of an employee honoring a court summons to serve as a juror.
- 34.2 Employees called to serve on jury duty shall receive their regular compensation during their time of service if employee was assigned to work on the same day. Employment compensation while on jury duty will be calculated on the employee's base pay rate at the time of the service. Money paid to the employee by the municipality or court for jury service will not be considered in the calculation of pay during the period of service.
- 34.3 Employees are required to notify their immediate manager/supervisor as soon as possible of their pending absence due to a jury duty summons. so, the Company may make arrangements to accommodate the absence.
- 34.4 Because municipalities may cancel jury duty at short notice, all employees must regularly communicate with their manager or supervisor to report their jury duty status. On any workday that jury duty is cancelled, employees are expected to report to work.
- 34.5 Employees who attend jury duty for less than four hours are asked to report back to work as soon as practical with consideration of travel distances. Employees who are on jury duty for more than four hours will be excused from work for the entire workday.

- 34.6 Local management will determine schedule for employees working off shifts.
- 34.7 Employees may be required to provide proof of service documents prior to returning to work. Failure to do so may delay or prevent payment of regular compensation.
- 34.8 The Company will continue to provide medical and dental benefits for the full term of jury duty absence. Paid time off and holiday benefits will continue to accrue during the jury duty leave and serving employees will not have their jury service counted as an occurrence under the Attendance Control Policy.

ARTICLE 35

Current Article 22.0

Reference TA: Prop. ASM-52 & Prop. ASM-29

35.0 VACATIONS

35.1 Vacation with pay will be granted in each calendar year (hereinafter called the "vacation year") to eligible employees as follows:

Years of Continuous Service	Annual Earning Rate
1	80 Hours
5	120 Hours
10	160 Hours
20	200 Hours

35.2 For purposes of vacation eligibility, an employee's continuous service shall be used.

35.2.1 Exception: Employees with a November or December continuous service first anniversary are eligible to use vacation hours in November and December.

Employees shall be entitled to any additional vacation to which their continued accumulation of continuous service happens during the vacation year.

In the event an employee is away from work for a period greater than six months, the employees earned vacation for the following year will be reduced by a prorated factor equal to the actual time worked for that year plus any unused time carried over from the previous year.

35.3

35.3.1 Vacation hours are paid at the regular pay rate in effect at the time it is taken.

35.3.2 Vacation hours must be requested 24 hours in advance, less than 24 hours' notice will be approved on a case-by-case basis.

35.3.3 Vacation time may be cancelled with 72 hours' notice. Employees can notify the Company via the call-in system on days off. Employees who give notice less than 72 hours will be handled on a case-by-case basis.

35.3.4 Vacation hours must be exhausted before taking time without pay (excluding union leave). Vacation hours will be used in partial hour increments to bring work weeks to 40 hours.

35.3.5 Upon layoff (VROF and ROF), retirement, **resignation** or death, employees will receive unused and accrued vacation hours in their final paycheck. Exceptions are discharges for due cause or quits with less than two weeks' notice.

35.4 Vacation Planning and Approvals:

- 35.4.1** Except as herein provided, seniority will prevail in the selection process for vacation periods as outlined below.
- 35.4.2** The vacation planning process begins the first Monday in December each year for the upcoming year (including the first two weeks of the following year).
- 35.4.3** Employees, including those on leave, must submit vacation bid forms by the posted deadline. The process will not be delayed for those not meeting the deadline. Flow Manager/Supervisor will contact those on leave using the last text or email on file.
- 35.4.4** Employees with less than one year of continuous service may only bid for dates for which they will be eligible.
- 35.4.5** The process will be completed by the second Monday of January in the new year.
- 35.4.6** Availability of vacation dates are based on the number of employees required by department, shift, and position.
- 35.4.7** Approvals are based on business availability by department and then seniority while following the vacation bidding method which is accomplished using the vacation request form.
- 35.4.8** Employees shall be afforded the time, during the bidding process, to take the entirety of their vacation allowance in any given year.

Vacation Bidding:

- 35.4.9** Round 1. At least one, but no more than two, full work weeks, which may include holidays.
 - 35.4.10** Round 2. Up to one full work week of days, consecutive or not (8-hour shift will have five days, 10-hour shift will have four days, 12-hour shift will have three days).
 - 35.4.11** Round 3. Employees may schedule their remaining vacation hours in single day increments on a first come first serve basis.
 - 35.4.12** First and second rights of refusal are tracked by employee and date. If the employee who originally received the day off cancels it, that day is offered to others in order of seniority per the refusal list.
 - 35.4.13** After vacation bidding closes or if the deadline was missed; all requests will be on a first come first serve basis.
 - 35.4.14** Employees may not trade approved vacation dates with other employees. If they wish to change their dates, they may cancel approved dates, **with 72 hours' notice per Article 35.4**, and follow the first come first service process for replacement dates.
 - 35.4.15** On an individual basis, exceptions may be allowed to permit employees to use all of their vacation as split vacation days. Such exceptions will be considered only in cases of undue hardship.
- 35.5** The Company may designate one shutdown period for certain departments or for the plant as a whole each year.
- 35.5.1** Employees may be required to take up to one week of their vacation if the shutdown occurs during the period June 1 to Labor Day and provided notice was given by the first Monday in December.
 - 35.5.2** Shutdowns not notified by and within above dates, may still be designated by the Company. Employees would then be eligible to use their choice of paid time off or have unpaid time off.

35.6 Year End Earned Time Options:

35.6.1 Vacation balances of 40 hours or less will automatically be carried forward to the next year.

35.6.2 Vacation balances of 40 hours or more may be carried forward or cashed out

35.6.3 Employees must submit election form before year-end deadline, which is no earlier than the last day of the final full pay period of the calendar year.

35.6.4 Failure to submit election form by deadline will result in any unused Vacation hours being carried forward to the next year.

ARTICLE 36

Current Article 29.0

Reference TA: Prop. 42 & U-12

36.0 PERSONAL TIME

36.1 Purpose:

The Union and the Company recognize the problems associated with excessive absenteeism emanating from possible abuses of sick pay policy and agree to cooperate fully in controlling absenteeism.

The Company is providing paid personal time ("PT") under this Article 36. In the event of any conflict or inconsistency between this Article 36 and applicable law (including the Washington Paid Sick Leave Law or other applicable federal, state, or local law that provides greater benefits to employees), the applicable law will control.

Personal time is provided to eligible employees and can be used for any of the following purposes:

36.1.1 Personal time off; when notification of time off is submitted to the Company at least one hour in advance, the employee need not disclose the basis for their request.

36.1.2 An absence resulting from the employee's mental or physical illness, injury, or health condition; the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or the employee's need for preventive medical care;

36.1.3 To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;

36.1.4 When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a health-related reason or after the declaration of an emergency by a local or state government or agency, or by the federal government;

36.1.5 To allow the employee to prepare for, or participate in, any judicial or administrative immigration proceeding involving the employee or employee's family member; and

36.1.6 Absences that qualify for leave under the Washington Domestic Violence Leave Act.

36.2 Savings and Payment:

36.2.1 Employees will accrue PT at a rate of 3.077 hours per pay period (based on 26 pay periods per year), which is available for use during the year.

At the end of the calendar year, the employee has the option with any remaining hours to receive cash payout, carry over in PT or place the hours in sickness accrual (sick bank). Payment and/or banking of additional personal time will be made within the first full pay period of January each year. Employees may carry over up to 40 hours of accrued unused PT to the following year. If an employee carries over unused PT to the following year, accrual of PT in the subsequent year would be in addition to the hours accrued in the previous year and carried over. There is no limit to hours placed in sickness accrual (sick bank).

PT hours can be used in one tenth of an hour increment. For each tenth of an hour of PT used, employees will be paid their normal hourly rate of pay they would have earned for the time during which the employee used PT.

36.2.2 New employees will accrue PT at a rate of 3.077 hours per pay period (based on 26 pay periods per year) beginning with their first pay period in the year of hire. New employees may use accrued PT beginning on the 90th calendar day after their employment begins.

36.3 The Company and the Union agree that during the first five day waiting period of an approved Short Term Disability, employees are entitled to utilize Sick Bank Hours, PT, or Vacation Time or a combination of any of the above in order to ensure that they do not suffer any loss of pay during the five day waiting period before the commencement of the Short Term Disability benefits that are referenced in **Article 36.17** of the parties' Collective Bargaining Agreement. All sick bank and personal time accruals may be used for short-term illness and illnesses that fall under the Federal Medical Leave Act (FMLA) and **Washington Paid Family Medical Leave**.

In all cases of short-term absences, employees must use available paid time off prior to using unpaid time off except for days of rest.

36.4 Personal Time is accrued when an employee receives pay from the employer for:

36.4.1 Hours worked;

36.4.2 Days taken as vacation, PT, or sick bank; and

36.4.3 When an employee takes time off without pay, but for no more than ten consecutive working days.

36.5 At least **bi-weekly**, the Company will report the amount of PT available for use by the employee; the amount of PT accrued since notice was last made; and the amount of PT reductions since notice was last made.

36.6 Eligibility:

In order to use PT for any of the authorized purposes, an employee must:

36.6.1 Have accrued PT.

36.6.2 Provide reasonable notice of their absence as follows:

36.6.3 If the need for PT is foreseeable, the employee must provide notice to their Flow Manager/Supervisor at least ten days, or as early as practicable, before the first day PT is used. If possible, notification should include the expected duration of the absence.

- 36.6.4** If the need for PT is not foreseeable, the employee must provide notice to their Flow Manager/Supervisor as soon as possible before the required start of their shift, unless it is not practicable to do so. In the event it is impracticable for an employee to provide notice, a person on the employee's behalf may provide such notice to the employee's Flow Manager/Supervisor. If possible, this notification should include the expected duration of the absence.
- 36.6.5** In the event an employee uses PT for Domestic Violence Leave, the employee must give advance oral or written notice to their Flow Manager/Supervisor or Human Resources Manager as soon as possible for the foreseeable use of PT to address issues related to the employee or the employee's family member being a victim of domestic violence, sexual assault, or stalking. If an employee is unable to give advance notice because of an emergent or unforeseen circumstance related to the employee or the employee's family member being a victim of domestic violence, sexual assault, or stalking, the employee or his/her designee is requested to give oral or written notice to the employee's Flow Manager/Supervisor or Human Resources Manager no later than the end of the third day that the employee takes such leave.
- 36.6.6** Keep their Flow Manager/Supervisor informed of their condition.
- 36.6.7** If an employee has used PT for an authorized purpose for more than three consecutive days during which the employee is required to work, the employee must provide verification that establishes or confirms that the use of PT is for an authorized purpose. The verification must be provided to the Company within 21 calendar days of the first day an employee used PT. When PT is used for Domestic Violence Leave, the verification must be provided in a timely manner (or within a reasonable time period during or after the leave in the event that advance notice of the leave cannot be given because of an emergency or unforeseen circumstances due to domestic violence, sexual assault, or stalking).

For any verification required, an employee is not required to provide any details concerning the specific nature of the health condition in order to use PT, unless otherwise required by law; and any information the employee provides will be kept confidential.

If an employee believes that obtaining verification for use of PT would result in an unreasonable burden or expense on the employee, the employee must contact the Human Resources Manager orally or in writing. The employee must indicate that the absence is for an authorized purpose and explain why verification would result in an unreasonable burden or expense on the employee. If an employee chooses to put this in writing, options for doing so include, but are not limited to, sending an e-mail to the Human Resources Manager. Within 21 calendar days of receiving the employee's request, the Human Resources Manager will work with the employee to identify an alternative for the employee to meet the verification requirement in a way that does not result in an unreasonable burden or expense.

The Company may reverse payment of PT if verification is not provided.

An employee has the right to contact the PU Manager if the employee believes the proposed alternative still results in an unreasonable burden or expense. If an employee is not satisfied with the Company's alternatives, they may consult with the Washington State Department of Labor & Industries.

- 36.6.8** PT hours are not accrued during any leave period not described in Article 36.5. PT hours will begin accruing in the pay period the employee returns to work full-time.

36.6.9 The effective date of leave will not be extended through the use of PT hours.

	Need not disclose purpose, any number of hours	WA Sick Leave Law approved purpose	>3 consecutive days, approved purposes
1 hr. advance notice required	X		
Reasonable notice requested		X	X
Verification required within 21 days			X

36.7 Payment:

Upon separation from the Company, an employee will be paid a lump sum at current base hourly rate for all accrued unused PT and Sick Bank hours. The effective date of termination cannot be extended through the use of PT or Sick Bank hours.

ARTICLE 37

Current Article 21.0 Reference Prop. ASM-45

37.0 HOLIDAY PAY

37.1 Pay for eight, ten, or twelve hours, depending upon assigned shift/schedule, at the employee's regular straight-time hourly rate of pay shall be given for the following holidays:

- | | |
|------------------|------------------------|
| New Year's Day | Day after Thanksgiving |
| President's Day | Christmas Eve |
| Memorial Day | Christmas Day |
| July Fourth | Floating Holiday |
| Labor Day | Floating Holiday |
| Thanksgiving Day | |

Dates of observance will be posted annually prior to vacation bidding. One of the "Floating Holidays" may be annually designated at the Company's discretion prior to vacation bidding. The designated Floating Holiday will be treated as any other holiday and subject to Article 37.0.

If the "Floating Holiday" is not designated by the Company, the "Floating Holiday" is subject to vacation scheduling guidelines, Article 35.0, and must be taken between January 1 and December 31 of each year. Floating Holidays may be used with at least 24-hour notice.

37.2 To be eligible for such holiday payment the employee must:

37.2.1 Be a full-time employee.

37.2.2 Receive full compensation (defined below) on the first day before and after the holiday, unless the reason is determined to be acceptable to the Company. The Company will make this determination in its sole discretion and the same will not be subject to grievance and arbitration.

- o Full compensation is defined as paid hours from actual work, PT, Vacation, or Sick Bank in an amount equal to a full scheduled shift (8, 10, or 12 hours for example).
- o Holidays during plant closures are exempt from this clause, (will be paid without concern for bullet two).

37.2.3 8-hour schedule-Holidays falling on the first day of rest will be observed the preceding scheduled workday.

37.2.4 8-hour schedule-Holidays falling on the second day of rest will be observed on the next scheduled workday following the holiday.

37.2.5 10 and 12-hour schedule-Holidays falling on the third or fourth day(s) of rest will be observed on the next scheduled workday(s) following the holiday. Where holidays are designated to be observed on different dates based on the State, Federal, and Local laws, such dates will be used in determining the date of the holiday. For payment purposes, the holiday will commence at the beginning of an employee's regularly assigned shift/schedule on the day the holiday is celebrated in the calendar day in which the majority of their shift falls.

37.3 The premium provisions of Article 28.0, Hours of Work and Overtime, shall not apply when the plant is rescheduled because of a holiday to provide a substitute day of straight time work on Saturday for a day off on an otherwise scheduled day of work which would have been worked either the day before or the day after the holiday.

ARTICLE 38

Current Article 20.0 Reference Prop. ASM-46

38.0 SHIFT DIFFERENTIAL

38.1 An employee assigned to work on the swing shift or the graveyard shift shall receive shift differential for all hours worked while assigned to such shifts, including overtime hours worked.

38.2 An employee working the day shift will not receive shift differential irrespective of the overtime hours worked outside the day shift.

38.3 An employee will receive a shift differential of \$0.85 cents per hour worked while assigned all shifts described in Article 38.1.

38.4 12-hour shift, Shift Differential-The is no day or night shift differential.

ARTICLE 39

Current Article 24.0 Reference Prop. ASM-46

39.0 REPORTING PAY

39.1 If work is not available or if for some other reason the employee's services cannot be used after they have reported for work to which they have been scheduled or called back for, they shall be given pay for four hours at their regular straight time hourly rate. An employee who reports to work may be given substitute work in lieu of reporting pay.

39.2 The provisions of the preceding paragraph shall not be applicable or effective when failure to provide work is due to causes or conditions beyond the Company's control, such as:

39.2.1 Strikes, failures of utilities, or acts of God.

39.2.2 An employee is released from work either at their own request or due to their own fault.

39.2.3 An employee refuses to accept assignment or reassignment.

39.2.4 The Company has attempted to contact the employee by call or text message at their last recorded telephone number supplied by the employee.

39.3 Reporting time not worked shall not be included as hours worked for purposes of overtime or premium pay computation.

ARTICLE 40

Current Article 19.0 Reference Prop. ASM-46

40.0 **WAGES AND CLASSIFICATION SYSTEM**

40.1 **Rates of Pay:**

Employees will be paid in accordance with the job classifications and rate ranges for the various labor grades set forth in Attachment A, attached to, and made a part of this **Agreement**. Progression within rate ranges for the various labor grades will be as set forth in the Attachment and progression shall be from one step to the next automatically at the end of each period of time indicated until the maximum of the rate range is attained.

40.2 It is understood that there is no automatic continuous progression from a job classification to a higher graded job classification.

40.3 Employees who have been placed in a labor grade with a maximum rate which is lower than their present rate of pay at the effective date of this Agreement will not receive a reduction in such rate; however, in the event of a transfer from such job classification or if they are terminated and rehired, they will be paid in accordance with the transfer provisions of this Agreement or the rate structure of this Agreement, as the case may be (the rate will be retained, however, where an employee on layoff is recalled to said job classification).

40.4 Employees subject to bumping rights during layoff, as specified in Article 19, will retain their previous classification and rate of pay.

40.5 **Wage Rate Retention:**

Once a classification is permanently attained it is maintained unless an employee voluntarily transfers to a lower classification or fails to meet expectations during a follow-up evaluation for knowledge, skills, and abilities to perform the essential function of the job.

40.6 **Pay for Permanent Transfers:**

"An employee who is promoted to a higher classification will receive the pay rate respective to their level."

40.6.1 When an employee is permanently transferred to a classification with a lower stated maximum rate than the job which they formerly occupied, they shall receive the same rate as they were formerly being paid but not to exceed the maximum of the classification to which they are transferred.

40.7 **Pay for Temporary Transfers:**

Operator II on temporary assignments in a higher classification will be paid 10% above current rate of pay. Operator I on an upgraded temporary assignment will be paid the Master Grade rate. Master Grade on temporary assignment as Working Leader will be paid 10% above current rate of pay.

- The single exception to Article 40.7 above is: When an employee is temporarily assigned only to the Calibration Technician classification for an accumulated time of four hours or less during the shift, the employee will be paid a minimum of four hours pay at the maximum rate of the Master H classification.

If the accumulated time assigned to the Calibration Technician classification exceeds four hours during the shift, the employee will be paid eight hours pay at the above rate.

40.8 When an employee performs work in another classification which carries a stated maximum rate lower than the rate for **their** regular job, in the case of a temporary transfer, they will be paid their regular rate during the term of such temporary transfer.

40.9 Pay for Temporary Leads:

The Company and the Union agree that it is in the best interest of both parties that a consistent method be established to select Temporary Leads in the Operations seniority group. It is further agreed that the purpose of the Temporary Lead position is to coordinate the flow of work and to serve as a point of contact in the event of an emergency.

40.10 One employee in the Operations **or Maintenance** seniority group will be upgraded to Temporary Lead when no **Flow Manager/Supervisor** or Working Leader is assigned to work the shift and **if** the following occur:

40.10.1 The employee is required by the Company to give work direction to other employees, is responsible for the efficient completion of work, and is assigned by the Company to be the point of contact in case of an emergency.

40.10.2 In addition to the Temporary Lead, there are a minimum of two other employees assigned to the shift.

40.10.3 In the event that specific tasks that are normally performed by the Flow Manager/Supervisor or Working Leader need to be performed by an employee other than the Temporary Lead due to qualification, for example over checks and Flow Manager/Supervisor signoffs, a second Temporary Lead will be upgraded for a minimum of four hours during the shift to perform such tasks.

40.10.4 The employee selected must demonstrate overall job knowledge and have the ability to lead and direct other employees. All requirements being relatively equal, seniority will be the factor used to determine the selection.

40.10.5 If an employee upgraded to Temporary Lead does not perform up to the expectations of the Company, they will be counseled regarding the deficiencies in performance. Further failure at any time in the next three months to perform to expectations will result in a written warning. If performance does not improve to expectations following the written warning, the employee will no longer be considered for upgrade to Temporary Lead. A written warning related to the performance of lead work would not be maintained in the employee's personnel file or made part of any employee discipline or performance evaluation but may be kept in a Flow Manager/Supervisor's or administration file.

ATTACHMENT A: WAGE PROGRESSION

Wages

Year 1 (2026) Effective March 16, 2026
 Year 2 (2027) Effective March 16, 2027
 Year 3 (2028) Effective March 16, 2028

2026	2027	2028	Wage Tier	Title	Summary
GWI 1.50%	GWI 1.50%	GWI 1.50%	Op II/Mech II	Operator II Mechanic II	Annual step increases from 75% to 100% of 8 yr wage over 8 years based on seniority date
GWI 1.50%	GWI 1.50%	GWI 1.50%	Op I	Operator I	Annual step increases from 70% to 100% of 8 yr wage over 8 years based on seniority date.
GWI 4.00%	GWI 3.00%	GWI 4.00%	Op I	Operator I with 9+ yrs service	Pay per scale "Top"
GWI 4.00%	GWI 3.00%	GWI 4.00%	Master Grade	Master (Processing) Operator Master Pilger Operator Master Finishing Operator Master Shipper	Pay per scale
10% over Master Grade			Working Leader	Working Leader	Pay per scale
GWI 4.00%	GWI 3.00%	GWI 4.00%	Maintenance	Mechanic I Tooling Technician Calibration Technician Instrument Technician	Per pay scale 90% at hire and 95% after 6 months and 100% at one year.
6% over Maintenance			Master H	Master H Maintenance	Per pay scale
GWI 4.00%	GWI 3.00%	GWI 4.00%	Electrician	Licensed Electrician	Per pay scale
10% over Master H			Other	Master H Working Leaders	Per pay scale

NDT Premium Pay

UT Level I	UT Level II	EC Level I	EC Level II
\$0.50	\$0.75	\$0.50	\$0.75

NTD premium pays are additive.

Temporary Assignments

Temporary assignments in a higher classification will be paid per Article 19.13 as follows:

Position:	Temp Transfer	Temporary Premium Pay (TUG Pay)
Operator II	Operator I	10% above current pay
Operator I	Master Grade	Master Grade
Master Grade	Working Leader	10% above current pay Minimum 4 hours
TBDefined	Technicians: Calibration Tooling Instrument	Master H Receive rate for 4 hours if worked time is 4 hours or less Receive rate for 8 hours if worked time exceed 4 hours

Working Leaders

The bargaining unit employee(s) selected and assigned to the Working Leader position shall be paid ten percent above the Master Operator rate in the wage progression scale in Attachment A. The Working Leader rate is specifically excluded from the wage retention provision of Article 19.20.

ATTACHMENT A: WAGE PROGRESSION SCALE

2026

2026	OP/M II	Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years
GWI	1.50%	75.0%	77.5%	80.0%	82.5%	85.0%	87.5%	90.0%	95.0%	100.0%
	Reg. Rate	\$24.35	\$25.16	\$25.98	\$26.79	\$27.60	\$28.41	\$29.22	\$30.85	\$32.47

2026	OP I	Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	Top
GWI	1.50%	70.0%	72.5%	75.0%	77.5%	80.0%	82.5%	90.0%	95.0%	100.0%	4.00%
	Reg. Rate	\$25.58	\$26.49	\$27.41	\$28.32	\$29.23	\$30.15	\$32.89	\$34.71	\$36.54	\$37.44

Maintenance

GWI	4.00%	Master	Working Leader	Start 90%	6 mo 95%	1 yr 100%	Electrician	Master H	Other
2026	Reg. Rate	\$39.08	\$42.99	\$38.31	\$40.44	\$42.57	\$50.38	\$45.12	\$49.64

Working Leader Is Master plus 10%

Master H Is Maintenance plus **6%**

Other Is Master H plus 10%

2027

2027	OP/M II	Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years
GWI	1.50%	75.0%	77.5%	80.0%	82.5%	85.0%	87.5%	90.0%	95.0%	100.0%
	Reg. Rate	\$24.72	\$25.54	\$26.37	\$27.19	\$28.01	\$28.84	\$29.66	\$31.31	\$32.96

2027	OP I	Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	Top
GWI	1.50%	70.0%	72.5%	75.0%	77.5%	80.0%	82.5%	90.0%	95.0%	100.0%	4.00%
	Reg. Rate	\$25.96	\$26.89	\$27.82	\$28.74	\$29.67	\$30.60	\$33.38	\$35.23	\$37.09	\$25.96

Maintenance

GWI	3.00%	Master	Working Leader	Start 90%	6 mo 95%	1 yr 100%	Electrician	Master H	Other
2027	Reg. Rate	\$40.26	\$44.28	\$39.46	\$41.65	\$43.84	\$51.89	\$46.47	\$51.13

Working Leader Is Master plus 10%

Master H Is Maintenance plus **6%**

Other Is Master H plus 10%

2028

2028	OP/M II	Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years
GWI	1.50%	75.0%	77.5%	80.0%	82.5%	85.0%	87.5%	90.0%	95.0%	100.0%
	Reg. Rate	\$25.09	\$25.92	\$26.76	\$27.60	\$28.43	\$29.27	\$30.11	\$31.78	\$33.45

2028	OP I	Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	Top
GWI	1.50%	70.0%	72.5%	75.0%	77.5%	80.0%	82.5%	90.0%	95.0%	100.0%	4.00%
	Reg. Rate	\$26.350	\$27.29	\$28.23	\$29.17	\$30.12	\$31.06	\$33.88	\$35.76	\$37.64	\$40.10

Maintenance

GWI	3.00%	Master	Working Leader	Start 90%	6 mo 95%	1 yr 100%	Electrician	Master H	Other
2028	Reg. Rate	\$41.87	\$46.05	\$41.04	\$43.31	\$45.60	\$53.96	\$48.34	\$53.17

Working Leader Is Master plus 10%

Master H Is Maintenance plus **6%**

Other Is Master H plus 10%

ATTACHMENT B: COST OF LIVING ADJUSTMENT

Section 1

Purpose:

The wage rates set forth in Attachment A, "Wage Progression Scale", may be increased on the dates and in a manner provided for in this Attachment. Such increase, if any, will be based upon the Bureau of Labor Statistics Consumer Price Index, U. S. City Average All Items, Urban Wage Earners & Clerical Workers, (1967=100), hereinafter referred to as "CPI".

If the CPI in its present form and calculated on the same basis shall be revised there from or discontinued, the parties shall determine a new CPI which most closely approximates the current CPI. If the parties cannot agree on the CPI to be used, the question shall be submitted to arbitration pursuant to Section 6.5 of this Agreement.

No adjustments retroactive or otherwise shall be made in the amount of the cost-of-living adjustment due to any revision which later may be made in the published figures for the CPI for any month on the basis of which the allowance shall have been determined.

Section 2

COLA Formula:

On the effective dates indicated below, for every full five-tenths percent (0.5 percent) increase in the CPI within the percentage limits and during the time periods set forth in Sections 3 and 4 below, the following increases shall be applied to each employee's base hourly rate:

- A. In December 2025, a 0.375 percent increase in the base hourly rate in effect December 2026.
- B. In December 2026, a 0.375 percent increase in the base hourly rate in effect December 2027.
- C. In December 2027, a 0.375 percent increase in the base hourly rate in effect December 2028.

Section 3

Effective Dates and Measurement Periods:

December 2026	Difference between the CPI for December 2025 and December 2026
December 2027	Difference between the CPI for December 2026 and December 2027
December 2028	Difference between the CPI for December 2027 and December 2028

Section 4

Maximum Payments:

- A. Using the CPI between December 2025 and December 2026, that percentage increase in the CPI which exceeds five percent but is eight percent or less shall be used to calculate, pursuant to Section 2 of this Attachment, any monetary increase which may be due on February 8, 2024.
- B. Using the CPI between December 2026 and December 2027, that percentage increase which exceeds four percent but is eight percent or less shall be used to calculate, pursuant to Section 2 of this Attachment, any monetary increase which may be due on February 7, 2025.
- C. Using the CPI between December 2027 and December 2028, that percentage increase which exceeds four percent but is eight percent or less shall be used to calculate, pursuant to Section 2 of the Attachment, any monetary increase which may be due on February 6, 2026.

Section 5

Example

Assuming an 8 percent increase in CPI between December 2019 and December 2020, the COLA adjustment effective December 2020 would be calculated as follows:

8 percent - 4.0 percent = 4.0 percent

4.0 percent divided by .5 = 8

8 x .375 percent = 3.0 percent (COLA adjustment)

3.0 percent = percent increase in base rate

ATTACHEMNT C: PENSION AGREEMENT



Dated January 19, 2023

Updated proposal to the Bargaining Unit employees in the Alleima Special Metals LLC Retirement Plan

The Company proposes to freeze/terminate the Bargaining Unit Defined Benefit Plan as of April 30th, 2023 (or as soon as the termination date can be determined based upon regulatory requirements). The employee's accrued monthly benefit at normal retirement date (NRD or age 62) would then be frozen. In recognition of this change to the 17 active employees currently in the Plan, the company is proposing the following retirement benefit changes.

1. The employee's monthly benefit calculation as currently used in the Plan will be amended to remove the reduction for the Social Security offset. This reduction amount is currently 1.333% of the estimated Social Security monthly payment multiplied by the number of years of service, up to 30 years.
2. The company will also amend the Plan to include an additional 5 years of service in the monthly benefit calculation.
3. The company will amend the current 401K Thrift Plan to include an ongoing voluntary company contribution equal to 5% of eligible wages and deposit this to the employee's 401K account each payroll while an active employee.
4. The company will also amend the 401K Thrift Plan to include a voluntary company contribution for a period of 5 years from the date the Plan is frozen/terminated in an amount equal to 7% of eligible wages deposited to the employee's 401K account each payroll while an active employee.
5. Alleima will finalize the transition by May 1st 2023 or as soon as practicable. The Union and company both recognize there may be some regulatory or unforeseen delays and will work towards completion of the transition as soon as practicable should it go beyond May 1st 2023.

This agreement between the company and the Union will be subject to approval by the Alleima AB Pension Board in Sweden.

For the Company

Date

For the Union USW 12-369

Date

 2-16-2023

 2-2-23

Orjan Blom President Alleima Special Metals, LLC

Mark Rhodes Staff Representative USW District 12

 2-2-2023

Bill Collins President USW Local 12-369

SIGNATURE PAGE

This Collective Bargaining Agreement is executed by the parties below.

Approved this ** day of ** 2026.

FOR THE UNION

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, on behalf of Local 12-369 Nucleonics Alliance.

Thomas W. Conway, International President

Mark Rhodes, Staff President

John E. Shinn, Secretary Treasurer

William Collins, USW Local 12-369 President

D. R McCall, International Vice President (Administration)

Johnathon Sherman, Unit Griever 12-369

Kevin Mapp, International Vice President (Human Affairs)

Alan Petersen, Unit President 12-369

Gaylan Z. Prescott, Director District 12

Amos Estes, Unit Negotiating Committee

Ron Rogers, Sub-District 3 Director

Oscar Arellano, Unit Negotiating Committee

FOR THE COMPANY

Ken Idler, Alleima Production Unit Manager

Cindy Thomas, Human Resources Manager

Levi Gibler, Production Manager

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