

## **AGREEMENT**

### **PREAMBLE**

This AGREEMENT is effective the 19th day of February, 2011, by and between the International Association of Machinists and Aerospace Workers, AFL-CIO, hereinafter referred to as the "Union" and RTI Tradco, currently located at 1701 West Main Street, Washington, MO 63090, hereinafter referred to as the "Employer."

It is the general purpose of this Agreement to assure the continuous, harmonious, economic, and profitable operation of the Employer and to protect and preserve the jobs, wages, and benefits afforded to the employees represented by the Union for the duration of this collective bargaining contract. In furtherance of these mutual interests and in consideration of the promises and agreements hereinafter stated, the parties agree that the following conditions of employment will govern the employment of those individuals at the Employer's facility covered by this Agreement.

### **ARTICLE 1 – Recognition**

Section 1. As a result of an election conducted by the National Labor Relations Board on May 16, 2006 in Case No. 14-RC-12606, the Union was certified on May 24, 2006. The Employer recognizes the Union as the exclusive collective bargaining representative of the employees in the following appropriate unit.

All full-time and regular part-time group/shift leaders, plant clerical (shipping clerk, production control clerk), production, maintenance, warehouse shipping and receiving employees including grinder operators, grinder helpers, maintenance, lab workers, tool and die makers, hot press operators, stencilers, deburr/cleanup, saw operators, brake press operators, picklers, inspectors and warehousemen employed by the Employer at its Washington, Missouri facility, excluding office clerical and professional employees, managerial employees, guards, and supervisors as defined in the Act.

Section 2. The term "employee" as used in this Agreement shall mean all employees of the Employer in the bargaining unit set forth above.

### **ARTICLE 2 - Non-Discrimination**

Section 1. The Employer will not interfere with, restrain or coerce the employees covered by this agreement because of membership in, or activity on behalf of, the Union. The Employer will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employee covered by this agreement because of membership in, or activity on behalf of, the Union, nor will it discourage or attempt to discourage membership in the Union or attempt to encourage membership in another union.

Section 2. The Employer agrees that it will not discriminate against any applicant for employment or any present employee in the payment of wages, assignment to jobs, seniority,

promotions, demotions, training, transfer, layoff, recall, discipline, discharge, working hours, job classification, recruitment, testing, or any other term, condition or privilege of employment, because of race, age, color, religion, sex, national origin, or disability.

Section 3. Any reference in this Agreement to the male gender shall be construed to pertain to both male and female.

### **ARTICLE 3 - Union Representation**

Section 1. The Employer recognizes and will deal with all accredited members of the Negotiating Committee, Stewards, and all other Union representatives in all matters relating to grievances, interpretations of the agreement or in any other matters which affect, or may affect, the relationship between the Employer and the Union.

Section 2. A written list of the Negotiating Committee members and Union Stewards shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer promptly of any changes.

Section 3. For purposes of this Article, there shall be two departments in the facility – flat finishing/maintenance and fabrication. Each department may have one (1) steward per shift that is working.

Section 4. The number and location of Stewards may be adjusted by mutual agreement of the Employer and Union.

Section 5. Each steward shall be an employee of the department which he represents. Each steward shall:

- A. Be limited to the discussion of complaints within the department represented by him and will be allowed to cover for another steward in case of absence.
- B. Upon reasonable notice to and with approval by his immediate supervisor, be afforded such time off without pay as may be required for the purpose of investigating the facts essential to the settlement of any departmental complaint.

Section 6. The Employer shall not pay Stewards or aggrieved employees for time spent in processing grievances, (except scheduled grievance meetings) or in contract negotiations. Employees shall not engage in union activity during working time.

Section 7. The Assistant Directing Business Representative shall, upon advance request by the Union, and with the approval of the Employer, be admitted to the plant by the Employer during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances. Such Representative will be admitted and have access to the shop floor for a maximum of one hour per calendar week. Such access will not impair productivity nor jeopardize the maintenance of a safe work environment. Such approval

shall not be unreasonably withheld. The Assistant Directing Business Representative shall comply with the security and safety regulations as required of all other plant visitors.

#### **ARTICLE 4 - Management Rights**

Section 1. The Employer retains, solely and exclusively, all rights which it exercised or possessed prior to the execution of this Agreement, whether exercised or not, except as specifically amended by an express provision of this Agreement. Unless otherwise modified by this Agreement, such rights, include, but are not limited to the following: to manage, direct and maintain the efficiency of its business and personnel; to manage and control its facilities, equipment and operations; to create, change, combine or eliminate jobs and operations in whole or in part; to discontinue and/or to subcontract work for legitimate business reasons; to direct the workforce; to increase or decrease the workforce and determine the number of employees needed; to hire, transfer, promote, demote, suspend, discharge for just cause and maintain the discipline and efficiency of its employees; to layoff employees; to establish operating standards, schedules of operation and reasonable work load(s); to specify or assign work requirements and require overtime; to assign work and decide which employees are qualified to perform work; to adopt reasonable work rules and rules of conduct, reasonable appearance and safety rules and penalties for violation thereof, and to amend these rules from time to time; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services; to adapt, install or operate new equipment or operations; to determine the location and relocation of operations and to effect technological changes.

Section 2. The exercise of the Employer's rights stated herein is an exclusive function of management. The exercise of the management rights herein does not modify the Union's right to appeal through the grievance procedure as set forth in this Agreement when such exercise is alleged by the Union to violate an express provision of this Agreement

Section 3. The company will notify the President Directing Business Representative and Shop Stewards in writing of any changes to its rules and regulations at the time those changes are being made.

#### **ARTICLE 5 - Non-Bargaining Unit Employees**

Non-bargaining unit employees will be permitted to perform work normally and historically performed by bargaining unit employees so long as work performed is not intended to diminish the scope of the bargaining unit.

#### **ARTICLE 6 - Dues Deduction and Union Security**

Section 1. Upon receipt of a signed authorization form from an employee, the Employer will deduct from said employee's pay the monthly dues payable by the employee to the Union during the period set forth in said authorization.

Section 2. Deductions shall be made on account of such fees and/or dues from the first paycheck of each month.

Section 3. The deductions shall be remitted to the Union no later than fifteen days following the date of the check from which deductions were made. The Employer shall furnish the Union monthly with a written record of those for whom deductions have been made and the amount of the deductions.

Section 4. The Secretary-Treasurer of the Union will from time to time notify the Employer in writing of the location to which the deductions are to be remitted, the amounts of initiation fees, reinstatement fees, and monthly dues.

Section 5. In the event of under-deductions or over-deductions, adjustments will be made in the subsequent deductions.

Section 6. As a condition of employment all employees covered by the terms of this Agreement shall become and remain members of the Union in good standing. The Employer shall be required to terminate an employee for non-membership in the Union only if the Union certifies that membership in the Union was denied or terminated solely by reason of the employee's failure to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union. New employees shall, before the expiration of their probation period, make application for membership.

Section 7. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer under Section 1 above.

## **ARTICLE 7 - Hours of Work**

Section 1. Eight (8) consecutive hours or ten (10) consecutive hours is a regular work shift for first and second shift employees. Some employees may be scheduled for 8-1/2 hours which shall include a 30 minute unpaid lunch. Third shift employees will work seven hours, but will be compensated for eight hours at their appropriate rate of pay, including one 25-minute paid lunch/break period.

Section 2. Five (5) consecutive days, or four consecutive 10-hour days shall constitute a normal week's work.

Section 3. The number of shifts, and the starting time of each shift shall normally be in accordance with the schedule set forth below.

Shifts shall normally begin within the following two hour windows:

First:	6:45 a.m. to 8:45 a.m.
Second:	2:45 p.m. to 4:45 p.m.
Third:	10:45 p.m. to 12:45 a.m.

Shift starting times shall be maintained unless notice of change is given at least one week in advance.

Section 4. Any employee who is called in before such employee's regular starting time shall be granted the opportunity of working out the regular shift.

Section 5. Nothing in this article shall constitute a guarantee of hours per day or days per week.

### **ARTICLE 8 - Report Pay**

In the event an employee reports to work on the employee's regular shift or scheduled overtime without having been previously notified not to report, such employee shall be given four (4) hours work within the employee's classification or, if necessary, in a lower classification at such employee's regular rate of pay unless no work is available due to an emergency or other condition outside the control of the employer or instances of disciplinary action or physical incapacity.

### **ARTICLE 9 - Call-In Pay**

Any employee who has completed work, left the Employer's premises and who is called back to work, after the termination of such employee's regular shift shall receive either four (4) hours work or four (4) hours' pay at the regular rate of pay. These hours will be counted as hours worked for purposes of computing overtime.

### **ARTICLE 10 – Overtime**

Section 1. Time and one-half shall be paid for each or any of the following instances and each instance shall not be dependent on any other instance.

- A) All work performed in excess of eight (8) hours in any one twenty-four hour period (or ten (10) hours if working a regular ten (10) hour shift) for first and second shift employees. All work performed in excess of seven (7) hours in any one twenty-four hour period for third shift employees.
- B) All time compensated in excess of forty (40) hours (for which overtime has not previously been earned) in any week.

Section 2. Time and one-half shall be paid in any or each of the following instances and each instance shall not be dependent on any other instance:

- A) All work on Sunday.
- B) Call in and report time, as defined in this Agreement whenever falling on a Sunday or on a holiday.

Section 3. The Employer will give notice of daily overtime as far in advance as practicable, and to the extent possible, will give notice of weekend overtime by the end of the shift on Thursday.

Section 4. Employees who work in excess of their scheduled hours on any day and/or week shall not be required to take compulsory time off during their regularly scheduled working hours except when no work is available due to an emergency or other condition outside of the control of the Employer.

Section 5. There shall be no pyramiding or duplicating of overtime or premium pay.

### **ARTICLE 11 – Wages**

Section 1. The wage rates shall be effective during the term of this Agreement and are set forth in Appendix “A” annexed hereto and made a part hereof.

Section 2. Any employee who, at the date of this Agreement, is receiving a rate in excess of the employee’s classification rate as set forth in Appendix “A”, shall not suffer a reduction in rate and will be entitled to receive all increases in pay.

Section 3. Any employee designated as Lead-persons shall be paid at fifty (.50¢) above the highest rate received by any employee within the group led or being instructed.

Section 4. The Employer shall pay all employees covered by this Agreement weekly.

### **ARTICLE 12 - Holiday Pay**

Section 1. All employees covered by this Agreement shall receive eight (8) hours’ pay at their regular hourly earnings, including all applicable premium pay, for the following holidays, regardless of the day of the week on which they fall:

New Year’s Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	One individually determined “Floating” Holiday, (w/5 days notice & approval)

Section 2. Time and one-half, in addition to holiday pay, shall be paid for all hours worked on any of the holidays above.

Section 3. Any holiday which falls on a Sunday shall be observed on the following Monday. Any holiday which falls on a Saturday shall be observed on the preceding Friday.

Section 4. Any employee called in and reporting for work on any of the days on which the holidays are observed, shall be guaranteed four (4) hours’ work or four (4) hours’ pay at time and

one-half unless no work is available due to an emergency or other condition outside the control of the Employer.

Section 5. In order to be eligible for holiday pay, the employee must:

- A. have completed their probationary period;
- B. work as scheduled or their last scheduled day before the holiday and the first scheduled day after the holiday unless failure to work is due to reasons approved by the Company; and
- C. Has performed some actual work or been on vacation during the pay period in which the holiday falls.

**ARTICLE 13 – Vacation**

Section 1. Any employee who attained the seniority status specified in the table below will be afforded the opportunity to use the earned vacation, following such attainment.

1 but less than 3 years .....	1 week
3 but less than 10 years .....	2 weeks
10 but less than 17 years .....	3 weeks
17 but less than 25 years .....	4 weeks
25 or more years.....	5 weeks

Section 2. Vacation pay shall be at the rate of the employee’s regular hourly earnings.

Section 3. Employees who discontinue service with the Employer for any reason, including permanent plant shutdown, shall be paid any unused vacation credit earned the preceding year.

Section 4. A. Each December the Employer will post a vacation schedule for the following year. Vacation selected prior to January 31<sup>st</sup> of the following year will be awarded based on seniority. Vacations requested after February 1<sup>st</sup> will be on a first come, first served basis. The Employer reserves the right to limit the number of employees on vacation at any time in order to meet the needs of the business.

B. The Employer may decide to shut down operations for up to two (2) weeks each calendar year. If the Employer provides notice of these shutdown(s) prior to January 15<sup>th</sup> of each year, employees with two (2) weeks of vacation entitlement will be required to save one (1) week of vacation to include the shutdown period(s). Employees with three (3) or more weeks of vacation entitlement will be required to save sufficient vacation to include the shutdown periods.

Section 5. If an employee dies while on the payroll of the Employer, vacation pay, as provided above, shall be paid to the employee’s legal heir or estate.

Section 6. An additional day's pay shall be granted to an employee on vacation if a holiday occurs during the employee's vacation, or such employee may schedule and take an additional day off with pay either immediately preceding or following the scheduled vacation.

Section 7. Each employee who is eligible for one or more weeks of paid vacation may, at the employee's option, elect to take one (1) week of vacation in full day increments with one week's notice. Each employee who is eligible for four (4) or more weeks of paid vacation may, at the employee's option, elect to take two (2) weeks of vacation in full day increments with one week's notice.

A maximum of up to five (5) days of daily vacation may be used for the following purposes:

- A. Daily vacation may be used in one-half day (four hour) increments with the permission of the Employer and upon one days' notice.
- B. Employees who are eligible for daily vacation may use vacation days in full day increments to cover legitimate sick days upon one hour advance notice to the Employer. Such vacation days used to cover sick days, which are taken on the last scheduled day before or the first scheduled day after a holiday, will make the employee ineligible for that holiday pay

Section 8. Employees may elect to not work on the Sunday following a full week's vacation with notice of such prior to the commencement of that week's vacation period.

#### **ARTICLE 14 - Jury/Witness Duty**

Section 1. When an employee is required to and actually does serve on jury duty on a regularly scheduled working day, such employee shall receive eight (8) hours pay at the employee's base rate for a maximum of thirty (30) working days. Employees shall receive holiday pay if a holiday occurs while on jury duty. Proof of such services satisfactory to the Employer must be given before this section shall apply.

Section 2. When an employee is subpoenaed by Tradco as a witness in a Federal court, or state court of law in the state in which the employee is working or residing, such employee shall receive eight (8) hours pay at the employee's base rate. Proof of such services satisfactory to the Employer must be given before this Section applies.

Section 3. Time spent on jury/witness duties is not to be counted as absenteeism for purposes of disciplinary action or adjusting vacation, nor counted as hours worked for determining overtime or premium pay.

#### **ARTICLE 15 – Health and Welfare**

Section 1. The Employer agrees to provide health and welfare insurance to all eligible employees. The coverage will be the same as that provided to other employees of RTI Fabrication and Distribution.

Section 2. The Employer may change coverage or carriers so long as the coverage provided to the bargaining unit is the same as the coverage provided to other employees of RTI Fabrication and Distribution. The Employer will provide notice to the Union of any change(s) in coverage at least thirty (30) days before the change(s) are implemented.

Section 3. For the duration of this Agreement, the Employer will pay 85% of the cost of the



health care program and the employees will pay 15% of the cost of the health care program. Such coverage will include a four-tier premium structure for Single, Employee and Children, Employee and Spouse, and Family. For the balance of 2011, employees with single coverage will pay 10% of the cost of the health care program.

### **ARTICLE 16 – Value Based Incentive / Gain Sharing**

Section 1. The Employer agrees to include bargaining unit employees in the company’s Value Based Incentive (gain sharing) plan. The Plan will be the same as that provided to other employees of RTI Fabrication and Distribution.

Section 2. The Employer may change components of the Plan on an annual basis provided the changes apply to the bargaining unit in the same manner as other employees of RTI Fabrication and Distribution. The Employer will provide notice to the Union of any changes in the Plan at least thirty (30) days before the change(s) are implemented.

### **ARTICLE 17 - 401k Saving Plan**

The Employer agrees to maintain benefits and continue contributions for the 401k Savings Plan at the same level as was in effect prior to the signing of this Agreement. The Employer reserves the right to change administrators and investment options for the Plan.

### **ARTICLE 18 – Seniority**

Section 1. The length of continuous service of the employee from his/her last date of hire in the plant shall determine the seniority of the employee. In the event two or more employees have the same hire date, seniority will be determined by the last digit(s) of the employee’s social security number.

Section 2. All new employees shall, for the first ninety (90) calendar days of their employment, be considered probationary employees. If retained after the ninety (90) calendar day period, these employees shall be placed upon the seniority list with seniority as of the date of hiring. All such employees may be dismissed during this 90 day period without recourse to the grievance procedure.

Section 3. The Employer shall prepare, maintain, and post quarterly, a seniority list to record the status of each employee in the unit. The Union Hall and Shop Steward shall be provided quarterly with a copy of the seniority list. Each employee shall have the right to protest any error in the employee’s seniority status within thirty (30) days after posting. The Company will be responsible to give three (3) copies of the list to each of the First Shift Stewards and one (1) to the Union Hall.

Section 4. Seniority shall be lost and bargaining unit employment terminated for the following reasons:

- A) Voluntary quit
- B) Discharge for just cause.
- C) Retirement.
- D) Layoff for a period of thirty six (36) consecutive months or the seniority of the laid-off employee, whichever is less.
- E) Failure to return to work as required in the “Layoff and Recall” article of this Agreement.
- F) Failure to report to work for three consecutive shifts without notice.

Section 5. Union employees taking a Non-Bargaining Unit position will be granted a one-time thirty (30) day opportunity to return to their original classification without losing seniority.

## **ARTICLE 19 - Layoff and Recall**

Section 1. In the event a reduction in the work force becomes necessary, the least senior employee(s) in the department (flat finishing- fabrication – maintenance) will be laid-off first provided retained employees have the immediate ability to perform the available work. For purposes of this section, the term “immediate ability” shall not be construed to include training but will include minimal refamiliarization with the job. Recalls will be made in the reverse order of layoff.

Section 2. The right of seniority in re-employment shall be accorded to a laid-off employee prior to new employees being hired, provided such laid-off employee responded to a call to report for work not more than five (5) working days after receipt of notice sent to the laid-off employee by mail to the employee’s last known post office address with certificate of mailing. If such laid-off employee fails to report for work within ten (10) days, the employee shall lose all rights of seniority, unless the employee is temporarily incapacitated, preventing the employee from reporting, in which case the employee must notify the Employer in writing within five (5) days after the receipt of the notice to return that the employee will report for work as quickly as health will permit. The employee shall also provide medical documentation.

Section 3. Seniority rights of a laid-off employee will continue to accumulate while an employee is laid off in accordance with the provisions of Article 18, Section 4D.

Section 4. Any employee returning to work after a layoff or leave, other than medical leave, of thirty (30) days or more may be required to successfully pass a return to work physical.

## **ARTICLE 20 - Job Bidding**

Section 1. All promotions within the bargaining unit shall be in accordance with the rules herein stated.

Section 2. All bargaining unit vacancies and all new jobs in the bargaining unit shall be posted. Such notice will be posted on the Employer bulletin boards no more than 72 hours after a vacancy is determined by the Company or the new job is created and shall remain posted for 72 hours. The notice will state the number of jobs to be filled, the qualifications required, the scheduled location of the job, the shift, and the base rate of pay for each job to be filled.

Section 3. The position shall be awarded to the most qualified bidder. Where more than one bidder has equal qualifications, the position shall be awarded to the most senior of the equally qualified bidders. If there are no qualified bidders, the Company may fill the position externally.

### Section 4.

- A) Any employee may bid for the posted job. An employee bidding for more than one (1) vacancy shall indicate the order of preference on each bid. If the employee is the senior qualified bidder for more than one (1) vacancy, such employee shall have the opportunity to qualify only for the job ranked highest in preference.
- B) Once a bid is awarded, the employee may not bid on another job for six (6) months.
- C) Employee will have the right to return to their previous job within seven calendar days. The Company may return the successful bidder to their original job within fourteen (14) calendar days if the employee is unable to satisfactorily perform the job. The fourteen (14) calendar days may be extended by mutual agreement of the Company and the Union.
- D) Employees that receive a job bid will be moved as soon as the job which they vacated can be adequately covered.

## **ARTICLE 21 - Temporary Transfers**

In the event an employee is temporarily assigned to work in a classification for which the rate of pay is higher than the pay received by the employee, such employee shall receive the higher rate of pay computed on the basis of the minimum rate of the higher classification. In the event an employee is assigned work temporarily in a lower paid classification, such employee shall not suffer a reduction in pay.

## **ARTICLE 22 - Leaves of Absence**

Section 1. Leave of absence may be granted under special circumstances. Before a personal leave of absence is commenced, all accrued vacation must be used.

Section 2. The Employer agrees to comply with the provisions of the Family Medical Leave Act (FMLA), regardless of the total number of employees employed by the Employer, and to afford the benefits provided by the Act to all employees who have worked at least 1250 hours in the twelve (12) months immediately preceding the month in which leave is requested.

Section 3. During any period in which an employee is taking FMLA leave provided under this Article, the Employer shall provide all benefits provided under this Agreement to which the employee would otherwise be entitled. The employee shall continue to accrue seniority for all purposes during the period of FMLA leave.

Section 4. It is the intent of the parties that administration of FMLA leave shall be in accordance with the Act and the regulations promulgated by the Department of Labor, where those provisions are not inconsistent with the terms of this Agreement. In the event the State has promulgated a medical leave law which affords employees greater rights than those set forth in this Article, the employees shall also be entitled to those benefits.

Section 5. Seniority shall accumulate during all leaves of absence for up to twelve (12) months. Seniority and bargaining unit employment shall terminate if an employee does not return to work at the conclusion of a twelve (12) month leave.

Section 6. The Employer will supply the Union with a list of persons on leave at the end of each calendar quarter. The list shall include the date each leave commences and terminates.

Section 7. Employees returning from any medical leave of five (5) days or more may be subject to a return-to-work physical.

## **ARTICLE 23 – Funeral Leave**

Section 1. When death occurs to an employee's legal spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, grandparents or grandchildren, an employee, upon request, will be excused and paid for up to a maximum of three (3) shifts of work which fall within a three consecutive calendar day period; provided, however, that one such calendar day shall be the day of the funeral and it is established that the employee attended the funeral.

Section 2. When death occurs to an employee's stepmother, stepfather, stepson, stepdaughter, stepbrother or stepsister where the employee can demonstrate that he/she lived with said individual in an immediate family relationship, the employee will also be eligible for the benefits described in Section 1 above.

Section 3. Payment for each such shift shall be eight times the employee's wage rate. Time thus paid will not be counted as hours worked for purposes of determining overtime pay.

Section 4. When a death occurs in the employee's immediate family, the Company shall grant upon request, an additional two days leave without pay and no chargeable attendance.

## **ARTICLE 24 - Bulletin Boards**

The Employer shall place an enclosed bulletin board in the fabrication area, the flat finishing area and the flat finishing lower grinding building for the exclusive use of the Union. The size of the bulletin board in the flat finishing lower grinding building will be similar to those in the fabrication and flat finish areas. The Company reserves the right to remove inappropriate information from all bulletin boards.

## **ARTICLE 25 - Safety and Health**

Section 1. It is the desire of both parties to this Agreement to maintain high standards of safety and health in the plants of the Employer in order to eliminate, as far as possible, industrial accidents and illness. The Union will appoint one safety committee person for each shift. Safety Committee members will only leave their workstation during working hours with the permission of their supervisor.

Section 2. The duty of the Joint Labor/Management Safety Committee is to be aware of all applicable Federal, State, and Municipal safety and health regulations and make recommendations for the maintenance of proper standards and to discuss Health and Safety Hazard Reports and other specific safety or health problems or concerns relating to work areas. The committee shall meet monthly.

Section 3. The Joint Labor/Management Safety Committee members shall receive and investigate complaints within their designated shift regarding alleged unsafe and unhealthy working conditions. Appropriate safety devices shall be provided for all employees working on potentially unsafe and hazardous work. Such devices will be furnished by the Employer, and it shall be mandatory for employees to use same. (For reimbursement for safety glasses and shoes, see Sections 8 and 9 herein, respectively.)

Section 4. The Employer will continue to furnish personal protective equipment in particular situations where it is now the practice to do so unless circumstances in such situations change, making the use of such personal protective equipment unnecessary.

Section 5. An employee serving as Union Safety Committee person shall not at the same time serve as Shop Steward.

Section 6. The Employer shall continue to maintain on all shifts an emergency first aid station and will provide access to emergency medical care.

Section 7. The Employer is committed to a smoke-and tobacco free work environment based on the evidence that tobacco smoke and second-hand smoke is detrimental to employee health.

Section 8. The Employer will provide one pair of approved prescription safety glasses during each year of this Agreement. The glasses will be provided by a vendor selected by the Employer. Employees will be responsible for the additional cost of any glasses selected outside of the approved choices. This benefit will apply only to employees who are required by the Employer to regularly wear safety glasses on their job.

Section 9. The Employer will reimburse employees twice during each year of this Agreement (approximately every six (6) months) for the purchase of approved steel-toe safety shoes. The reimbursement will be up to \$60.00 for steel-toe shoes and \$70.00 for employees required to wear shoes with metatarsal support. The employee will be reimbursed by the second Friday following the date that the receipt was turned in to the company safety administrator.

## **ARTICLE 26 - Discipline and Discharge**

No employee other than a probationary employee may be disciplined or discharged in the absence of just and sufficient cause.

## **ARTICLE 27 - Grievance & Arbitration Procedure**

Section 1. For the purpose of this Agreement, the term “grievance” means any dispute between the Employer and the Union or between the Employer and any employee concerning the effect, interpretation, application, claim or breach or violation of this Agreement.

Section 2. Any such grievance shall be resolved in accordance with the following grievance procedure:

Step 1 – Oral. An employee and/or Shop Steward will discuss the issues with their immediate supervisor. The supervisor and HR representative respond to complaint by answering the issue raised. The supervisor will give the answer within two working days of the discussion. If the matter is resolved, no further action is required.

Step 2 -- Steward Complaint. The immediate supervisor’s decision will be final and binding unless within five (5) working days of the issuance of that decision, the complaint is appealed in writing on a Steward Complaint Log to the Production Manager. Such complaint shall specify which section(s) of the agreement is alleged to have been violated. Within ten (10) days of receipt of the Steward Complaint Log, the Production Manager will meet with the Steward in an attempt to adjust the complaint. The Production Manager or a designee shall give a written answer to the Steward within seven (7) calendar days after the meeting.

Step 3 – Grievance. The Production Manager’s decision will be final and binding unless, within five (5) working days of the issuance of that decision, the Steward appeals to the General Manager and/or his/her designee in writing on a Grievance Log. The Employer will assign a grievance number on the Grievance Log and return a copy to the local union official. Within twenty (20) days of the Union’s appeal, the Business Representative will submit a written agenda of grievances to be heard and schedule a meeting with the General Manager and/or his/her designee, the aggrieved employee, Union Business Representative, Shop Steward and any witness’s needed to hear the grievance. After such meeting the General Manager or a designee, will give a written response to the Union within seven (7) calendar

working days of such meeting.

Step 4 – Arbitration. The decision of the General Manager will be final and binding unless within fourteen (14) calendar days of the issuance of that decision, the grievance is appealed by the union in writing to arbitration. Such appeal shall be directed to the General Manager. An impartial arbitrator shall then be appointed by mutual agreement by both parties, or failing such an agreement, a request shall be initiated by the parties to the Federal Mediation and Conciliation Service to submit a panel of seven (7) names who are members of the National Academy of Arbitrators, from which a selection shall be made by the parties striking one person on the panel alternately, with the Union striking first, with the last person remaining to serve as the impartial arbitrator. The fees and expenses of the arbitrator, stenographer and any other joint expense incurred in connection with the arbitration proceedings shall be shared equally by the Employer and the Union. The decision of the arbitrator will be binding on the Employer, Union, and the Union's membership and the aggrieved employee or employees.

Section 3. The jurisdiction and authority of the Arbitrator shall be confined exclusively to the interpretation of the explicit provision or provisions of this Agreement at issue between the Union and the Employer. The Arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement or impose on any party a limitation or obligation not explicitly provided for in this Agreement

Section 4. The Employer shall not be required to process any complaint not presented in Step 1 within five (5) working days after the occurrence of the act, or, if later, from the date that the grievant became aware of or had reasonable knowledge that the grievance existed.

Section 5. Unless otherwise mutually agreed by the Employer and the Union, each grievance appealed to arbitration shall be the subject of a separate and distinct arbitration hearing and decision and no Arbitrator shall be selected by the parties to hear or decide more than one grievance in any one arbitration proceeding.

Section 6. When an employee is issued any disciplinary action, the employee and steward will be supplied with a copy of all applicable documents.

## **ARTICLE 28 - No Strike - No Lockout**

Section 1. The Union will not call or sanction any strikes, concerted work stoppage, sympathy strikes, slowdowns or any other type of interruption or impeding of work during the term of this Agreement

Section 2. The Employer will not lock out any or all of its employees during the term of this Agreement.

## **ARTICLE 29 - Savings Clause**

Section 1. In the event that any federal or state legislation, governmental regulations or court decisions cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

Section 2. Within thirty (30) days, the Employer and Union shall meet to negotiate new contract language to replace the particular clause(s) which was invalidated by federal or state legislation.

### **ARTICLE 30 - Alteration of Agreement**

Section 1. No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions, or covenants contained herein shall be made by any employee or group of employees with the Employer and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto.

Section 2. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

### **ARTICLE 31 - Duration**

Section 1. Except as is specifically otherwise provided herein, this Agreement shall become effective as of February 19, 2011, and shall remain in effect until and including February 19, 2015. It shall remain in effect from year to year thereafter unless either party gives written notice to the other party of termination (and request to negotiate a new agreement) or a desire to modify the Agreement, not less than sixty (60) days prior to February 19, 2015, or the expiration of any such subsequent yearly period.

Section 2. Within fifteen (15) days of the receipt of any such notice to terminate and negotiate a new Agreement, or to modify the Agreement, the Union and Employer shall commence negotiations unless it is mutually agreed to extend the number of such days beyond fifteen (15).

Section 3. If such notice was to modify, this Agreement may be terminated upon five (5) days notice on or after the fifty-fifth (55th) day of the sixty (60) day period. During the five (5) day period negotiations shall continue at the request of either party.

In witness whereof, the parties have caused this Agreement to be executed by their respective officers and representatives thereunto duly authorized this 15th day of February, 2011.

INTERNATIONAL ASSOCIATION  
OF MACHINISTS AND AEROSPACE  
WORKERS, AFL-CIO

RTI TRADCO



Gordon King  
Stephen McDerman  
Bruce Darrough  
Cindy Mills  
Clarice Deaton  
Timothy Bradshaw  
Roger Collins  
Gregory Smith

David Paull  
Leonard Stanley  
Robert Nypaver  
Bruce Daeger  
Stanley Sobleskie

**APPENDIX “A”**

Section 1.

The chart below reflects a 3% wage increase effective February 27, 2011.

Job Classification	Starting Rate	3 month	6 month	9 month	12 month
Class 1	10.00	10.26	10.58	10.80	10.80
Class 2	10.69	11.01	11.27	11.71	12.15
Class 3	11.70	12.07	12.33	12.76	13.18
Class 4	13.82	14.19	14.46	14.83	15.20

In addition to the above wage rates, 2<sup>nd</sup> shift employees will be paid a premium of fifty (50) cents per hour.

Section 2. There will be a base wage increase of two percent (2%) effective February 26, 2012.

Section 3. There will be a base wage increase of two percent (2%) effective February 24, 2013.

Section 4. There will be a base wage increase of three percent (3%) effective February 23, 2014.

Section 5. A seniority premium will be added to employee’s base wage rates according to the following schedule:

Employees who have completed 5 years of service	.05 per hour
Employees who have completed 10 years of service	.10 per hour
Employees who have completed 15 years of service	.20 per hour
Employees who have completed 20 years of service	.30 per hour
Employees who have completed 25 years of service	.40 per hour
Employees who have completed 30 years of service	.50 per hour
Employees who have completed 35 years of service	.60 per hour

## APPENDIX "B"

### RTI TRADCO -- JOB TITLES

<u>Class I</u>	Janitor
<u>Class II</u>	Brake Press Helper Deburr/Cleanup Drill Operator Grinder Helper Hot Press Helper Pickle Helper Plant Clerical (Fabrication) Scribe Operator Tool & Die Clerk Stencil Helper Plant Clerical (Flat Finishing) Shear Helper Receiving Helper
<u>Class III</u>	Brake Press Operator Grinder Operator Inspector Penetrant Inspector Hot Press Operator Pickle Operator Saw Operator Lab Technician Shear Operator Stencil Operator Receiving Inspector Releasing Truck Driver Asst. Tool & Die Maker Mapping Inspector Shipping Clerk/Shop Treatment Plant Operator Maintenance Assistant
<u>Class IV</u>	Maintenance Mechanic Tool & Diemaker