2014 Agreement and Working Rules between Alcoa, Inc., **Warrick Operations** and United Steelworkers

United Steelworkers of America, AFL-CIO Local No. 104



# NEGOTIATING COMMITTEE for 2014 Negotiations United Steelworkers Local 104

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# NEGOTIATING COMMITTEE for 2014 Negotiations Alcoa, Inc. Warrick Operations

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The following agreements and understandings are, for the most part, plant wide. The Department Committee Representative or Steward should relate other agreements and understandings on the departmental level to the employee.

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# ARTICLE I ASSIGNMENT TO SHIFTS AND ROTATING CREWS

#### A. MEMORANDUM OF AGREEMENT

Alcoa, Inc., Warrick Operations, and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (hereinafter called United Steelworkers), Local 104, pursuant to Section 6 of the Labor Agreement, agree that in the application of Article VIII, Section 19, of the Labor Agreement, the following will apply:

- It is understood and agreed that the present operating procedures and conditions permit the continuation of non-rotating shifts now in effect.
   Preference for such shifts and/or rotating crew shall be governed by the following procedure.
- 2. Employees will submit in writing, their shift preference in one, two, three order and crew preference in A, B, C, D order. This written statement will govern all assignments under the provisions of this agreement until changed in writing. Only written statements of preference on file as of 11:50 p.m. Monday of the preceding week of the physical/administrative movement (In the case of employees being held the company will post

movement administratively identifying changes to shift and or crews if not physically moved) will be considered except Area III where written statements of preference on file, as of the date the vacancy or reduction of forces is posted, will be considered.

- 3. Assignments to the various shifts/crews will be on the following basis:
- a. At the time a vacancy occurs in a classification on a particular shift/crew, consideration will be given on the basis of company seniority to requests from employees already in that classification for assignment to the available shift provided the employees are able to perform the required work.
- b. Subject to the provisions of Section IV below, new employees entering a classification under the procedures of Article VIII (New Job Vacancy) or Article XI (Recall Restoration of Forces) will be placed on whatever shift/crew is available after the completion of moves under paragraph "A" above, provided they are able to perform the required work.
- c. In the event of a reduction of forces, employees being demoted will be assigned to the shift/crew of the classifications to which they are demoted in accordance with their company seniority and shift/crew preference on file provided they are able to perform the required work. Employees being reduced will be

considered in the classification that he/she is being reduced to in the application of this paragraph.

- d. If less than the required number of employees are obtained for a particular shift and/or crew through the operation of Paragraphs "A", "B", above, the shift and/or crew will be filled by assigning the necessary number of qualified employees, in order of least Company seniority.
- e. In the event the Company combines two (2) or more classifications into one (1) classification, the employees affected by the combination will be allowed, on the basis of Company seniority, to use their shift/crew preference on file as of Monday, 11:50 p.m. of the preceding week.
- 4. In addition to movement between shifts and/or crews, as provided above, it is understood and agreed that once each calendar year during the second complete week in January, employees may be assigned to the shift and/or crew of their preference then available in their classification. Assignment will be made in accordance with the employee's company seniority, shift and/or crew preference on file as of 11:50 p.m., Sunday, two (2) weeks prior to the Monday of the second complete week in January.
- 5. The procedures of this Agreement shall not apply to shift and/or crew assignments related to:

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- (1) filling temporary vacancies, or (2) temporarily increasing the number of employees on a particular shift and/or crews
- 6. New or newly recalled employees in the plant may, at the discretion of the Company, be temporarily assigned to any shift and/or crew without regard to seniority or shift preference for the purpose of training. Such temporary assignment shall not normally exceed ninety (90) days after which assignment will be in accordance with the provisions of the Agreement. New or newly recalled employees in a department may, at the discretion of the Company, be temporarily assigned to any shift and/or crew for the purpose of training. Such temporary assignment shall not normally exceed thirty (30) days after which assignment will be made in accordance with the provisions of this agreement.
- 7. Nothing herein contained shall restrict either the Company's or Union's rights with regard to the further establishment of shift and/or crew schedules. Proper advance notification will be given to the Union as to the Company's intent in this regard.

This Agreement replaces and otherwise supersedes the Memorandum of Agreement dated May 13, 2010.

#### **B. LETTER OF INTENT**

During the meeting between the Company and the Union on January 10, 1964, the meaning of Paragraph 4 of the captioned local Agreement was discussed in connection with handling cases where new employees enter a classification on the same date that yearly reassignment to shifts of preference are made for employees already in that classification.

It was agreed by the parties that should the above situation occur the proper interpretation and application of Paragraph 4 would be to consider the new employees as already being in the new classification and permit them to exercise their seniority in obtaining whatever shift preference they are entitled to in the new classification in keeping with the other provisions of the Local Agreement. It was further agreed that should this application create a difficult administrative problem, the matter would be reopened for further discussion and possible change. (January 17, 1964 letter)

# C. NOTIFICATION OF SHIFT SCHEDULE CHANGES

This confirms the Company's commitment made this date with regard to shift scheduling. Local 104's Negotiating Committee will receive

appropriate advance notice of contemplated shift schedule changes, with the understanding that such notice does not restrict the rights of either party expressed or implied under pertinent provisions of the Labor Agreement. (1977 Local Issues)

#### D. ALTERNATE SHIFT CREW SELECTION

During 1992 Local Issues discussions, the Company agreed to put in place a system to allow employees on drop or alternate shifts to indicate which crew, within the shift, they wish to be on. The company will continue to accommodate, where feasible, employees' preferences. Further, once each year, at fruit basket turnover, employees will be moved in accordance with their drop or alternate shift crew preference on file. For craft employees, this movement will be restricted to the employees' assigned area. (1992 Local Issues)

### E. SCHEDULES

During the 1988 Local Issues discussions, the Union expressed concern regarding electrical and mechanical maintenance alternate schedules. While the right to establish shifts and/or schedules must remain with the Company, it is recognized that employees' input is both valuable and necessary. The Company reaffirms its willingness to meet with Local Union representatives to explore alternatives

to the shifts and schedules now in place in those departments as well as to discuss any future changes that might occur. (1988 Local Issues)

# ARTICLE II JOB AND JOB AREA ASSIGNMENTS BY SENIORITY

### A. JOB ASSIGNMENTS

It is understood that if any department not currently assigning jobs by seniority adopts such a system of job assignments subsequent to the date of this agreement, such a system will be based on company seniority. This understanding does not in any way alter any existing departmental systems governing job assignments.

It is further understood and agreed that this agreement will not be in conflict with any applicable Federal or State Law. Notwithstanding the provisions of any other agreements, this memorandum of agreement may be terminated by a thirty - (30) day written notice given by either party to the other. (1974 Local Issues)

# **B. WORK ASSIGNMENT CONCERNS**

The Company reconfirms its intentions to give prompt attention to work assignment problems, and reaffirms its commitment that work assignments will not be made so as to discriminate or harass employees.

Both parties agree that an atmosphere of respect is essential to good working relationships within a department. (1986 Local Issues)

# ARTICLE III PAY CHECKS

#### A. DIRECT DEPOSIT/PAYCHECK CORRECTIONS

During 2010 Local Issues discussions, the Company and Union jointly agree all newly hired Warrick employees will be required to be on mandatory direct deposit as a condition of employment. Additionally, all current Warrick employees, regardless of hire date, will be required to be on mandatory direct deposit effective October 1, 2010. Both parties agree the 2001 language will be void as of October 1, 2010. The Union agrees it will actively assist the Company in supporting this transition.

When it becomes necessary to correct an employee's paycheck due to a wage shortage, the Company will correct the shortage in the following manner:

1. If an employee has a pay correction, the correction will be made within twenty-four (24) hours.

#### **B. UNION DUES ON CHECK FOR YEAR**

During local negotiations, the Company agreed to provide the following for bargaining unit employees of Local 104:

- 1. Union dues will be accumulated and shown on paycheck stubs as a continuing "total" figure.
- 2. FICA, Federal Withholding Taxes and State Withholding Taxes will be accumulated on a weekly basis and show a continuing, total figure for each tax field. (1977 local issues)

# ARTICLE IV TRAINING PROGRAMS

#### A.

The purpose of the workforce training and skills assessment is to develop and maintain the highly skilled workforce needed to meet the demands of the ever changing competitive environment through providing employees with the training necessary to meet those demands.

# **B. TRAINING**

During the 2006 Local Issues discussions, the parties agreed that employees should receive sufficient training to allow for reasonable opportunities to progress within the workforce. Employment security, productivity, and low cost operations are all associated with a skilled, efficient workforce. Therefore, the Company and the Union are committed to pursue standardization and proper training development to promote a successful workforce. In an effort to accomplish these objectives, it is agreed that department management and area negotiating representative will review their current conditions to examine needs, and methods by which productivity can be gained through training of employees.

It is the objective that production department superintendents or designees, with input from the area negotiating representative seek to develop a training program for each classification. Each classification's training program should include a training schedule for the key functions of the classification and an appropriate time frame to complete suitable training. Employees will be signed off upon successful completion of the training module for each task/classification as determined by management.

# C. NEW JOB STATUS AND TRAINING PROGRAMS

It is the desire of the parties that needed job skills to continue to be developed throughout

the training of qualified journeymen. The training programs that may be established will provide training for journeymen to maintain the minimum requirements of the respective job assignment to which they are routinely assigned.

It is understood and agreed the determination of an employee's qualifications to enter a training program is the responsibility of the Company and will be applied in each craft throughout the plant.

The number of persons to be given specific training will be determined by the Company. (1980 Local Issues)

# ARTICLE V JOB COMBINATIONS AND DEPARTMENT REORGANIZATIONS

A. During discussions of local concern in 1980, the Union requested that the Company take no action concerning job combinations and department reorganizations unless mutually agreed upon by both parties. The parties recognize it is mutually beneficial to discuss and receive Union input of classification combinations and department wide reorganizations, prior to their implementation. The final decision to implement such new or changed job classification after proper discussions rests with management as outlined in Article V, (New

or Changed Job Classifications) of the labor agreement. (1980 Local Issues)

**B.** During the 1986 local issues discussions, the company and Union agreed to continue open and frank discussions between the parties on issues of concern.

The company also reconfirmed its intention to communicate with appropriate Union leadership on issues of interest to the parties. Examples of topics for communication within this understanding would be job combinations and department reorganizations, such as the smelting reorganization.

**C.** During 1992 local issues discussions, the Company and the Union discussed various concerns that can arise as a result of changes in job classifications.

The Company confirms its intention to communicate with employees affected, and their department Union officials for the purpose of sharing information and seeking input regarding the changes. The goal of all parties will be to work toward a Warrick Operations that is world class in all aspects.

# ARTICLE VI OVERTIME AND HOLIDAYS

#### **SECTION 1. OVERTIME**

#### A. OVERTIME AGREEMENTS

During 1992 local issues, the parties discussed concerns around certain departments not having status overtime agreements or having status overtime agreements that were no longer applicable as a result of schedule changes.

The parties have agreed to meet as soon as possible at the department level with the objective of reaching status overtime agreements in the affected departments. (1992 Local Issues)

# **B. TRADING SHIFTS (OVERTIME CHARGES)**

Alcoa, Inc., Warrick Operations, and the United Steelworkers, Local 104, pursuant to Section 6 of the Labor agreement agree that in the application of Section 15-A the following will apply:

If employees are allowed to trade shifts, they will be treated as if they were on their regularly assigned shift for purposes of overtime opportunities and charges. However, the employee may be considered for overtime on his/her regular shift if all

people in his/her classification has been exhausted or if a situation occurs where due to a late report off, and only people on the shift are being asked to stay over, then the employee that traded may be offered overtime after all in-classification people on that shift have been asked. This Agreement settles one of the items of mutual concern discussed in 1980 and shall continue in effect for the duration of the Labor Agreement except that either party may terminate the Agreement upon thirty (30) days notice, in writing, to the other party. (1980 Local Issues)

# C. OUT-OF-CLASSIFICATION OVERTIME DISTRIBUTION

Alcoa, Inc., Warrick Operations, and the United Steelworkers, Local 104, pursuant to Section 5 of the Labor Agreement, agree that in the application of Section 15-A of Article VI of the Labor Agreement, the following will apply;

If overtime work is offered to employees out of a classification, it will be offered by a rotating turns list to qualified employee(s), beginning with the classification horizontally connected within the same line of progression. If the necessary personnel have not been obtained from these procedures and additional offers are necessary, they will be offered by a rotating turns list in the next lower classification in the same line of progression until the

necessary manpower is obtained. If the necessary personnel are not obtained from these procedures and additional offers are necessary, they will be made observing the same steps beginning with the next higher classification and go on up the line of progression until the necessary personnel are obtained. This is the procedure that, in general, will be followed with the understanding that there, on occasion, will be exceptions to such procedure. Such exception will be for reasonable cause, and the company is willing to accept the "burden of proof" as to such reasonable cause.

This Agreement may be terminated by either party may upon thirty - (30) days notice, in writing, to the other party. (2010 Local Issues)

### D. OVERTIME MEAL ALLOWANCE

During the 2014 Local Issues discussions, the parties discussed overtime meals. On 2014 May 16, the Company policy was changed to provide an overtime meal allowance when an employee is required to work overtime four (4) hours or more without prior notification. The amount of \$9.00 is paid in the paycheck for the corresponding week. This amount is considered taxable income. This policy will remain in place for the term of the Labor Agreement.

#### E. COMPULSORY OVERTIME

The Company expects to continue its present practice of offering overtime on a voluntary basis both in class and out of class, to employees where less than the full complement or employees in a given classification are not needed for overtime. If an insufficient number of employees is obtained through this procedure, the additional employees will be scheduled for overtime following the lowman principles and exceptions established through previous arbitration rulings. Where all employees in a given classification are needed, all will be scheduled. Should changes in these practices be necessary at a later date, the matter will be reviewed with the Union. This is the procedure that, in general, will be followed with the understanding that there. on occasion, will be exceptions to such procedure. (2010 Local Issues)

### **SECTION 2. HOLIDAYS**

# A. MEMORANDUM OF UNDERSTANDING HOLIDAY WORK OPPORTUNITIES

Holiday work opportunities within classifications will be offered based on one of the following procedures in the same manner as the applicable procedure is currently being applied.

- 1. Company seniority (highest to lowest).
- 2. Overtime hours (lowest hours).
- 3. Holiday turns (least number of turns).

If it becomes necessary to draft or schedule less than the whole department or classification, one of the following methods will be applied based on the existing method being utilized:

- 1. Company seniority (lowest to highest).
- 2. Overtime hours (lowest to highest).
- Holiday turns (least to highest).

The foregoing procedures may be altered by mutual agreement of the proper Company and Union representatives at the department level. (1971 Local Issues)

# **B. HOLIDAY SCHEDULING**

During 1992 Local Issues discussions, the Union, while agreeing that continuous/alternate shift employees have primary responsibility to work on their scheduled days, including holidays requested that certain departments attempt to put in place a system to allow some alternate shift employees an option to not work on holidays.

It is agreed that the parties will meet at the departmental level as soon as practical, following

local issues settlement, with the objective of establishing mutually satisfactory procedures for covering the holidays. It is understood that there are business requirements that must be considered in holiday coverage procedures.

# ARTICLE VII VACATIONS

### **SECTION 1. REGULAR VACATION**

# A. MEMORANDUM OF UNDERSTANDING REGULAR VACATION SCHEDULING

The Company will schedule regular vacations giving prime consideration to the senior employees' choice of periods, consistent with the requirements of the operation involved. If, in the opinion of the Union, the Company has not scheduled regular vacations consistent with the intent of this understanding, the proper Union and Company representatives will meet for the purpose of attempting to resolve the propriety of such scheduling.

**Prime Time -** The period from the beginning of the third week of May through the end of the first week of September, and the week of Thanksgiving and Christmas will be established as prime time.

It is the intent of the scheduling during prime time that the maximum number of employees allowable will be so scheduled. All openings that occur after the schedule has been prepared shall be posted for bid by eligible employees. All employees will be allowed to bid openings except those employees desiring to vacate a vacation period starting with fourteen (14) days of the termination date of the posting. Such bidding shall be consistent with the established guidelines of the department and this understanding.

Recognition is given to the fact that in the past the Company has permitted employees to cancel regular vacations under compelling circumstances, and such consideration will continue to be extended.

Scheduling - The Company shall give at least a thirty day notice prior to the date on which the scheduling of regular vacations shall commence.

The Company shall complete the scheduling of regular vacations not later than January 31 of the scheduling year. (1971 Local Issues as amended by 1974 Local Issues)

### **B. REGULAR VACATION SCHEDULING**

During discussions of 1980 Local concerns, the Union requested that the Company allow

department-wide bidding, disregarding shift and/ or crew when scheduling regular vacation. The Company agrees that it is desirous to accommodate seniority whenever possible within scheduling units and work towards that end when discussing scheduling with the respective department union representatives. It is the Company's intent to continue such discussions in subsequent years and endeavor to adjust scheduling parameters when operating requirement permit such change. This does not supersede present local agreements on this matter.

During 1996 Local Issues, the Company and the Union discussed employee and Company related to vacation shutdowns. Both parties recognize there may be special circumstances impacting employees as a result. We agreed that when a vacation shutdown occurs, the Company and the Union will meet to discuss such circumstances. The goal will be to clarify issues and discuss ways to accommodate them, if possible, based on the specific, individual circumstances.

During 1980 local negotiations, the Union requested that employees be allowed to retain their extended and/or regular vacation schedule when transferring to another department, and to be carried as an "add-on" to that department's schedule. The Company will consider the transferee's scheduled

vacation giving consideration for "add-on" on an individual case-by-case basis. (1980 Local Issues)

The current practice of allowing employees to carry their scheduled vacations to another classification within the department as a result of job bidding, reduction of forces, assignments to other shifts, job combinations, and movement due to being disabled or handicapped as outlined in Article XII, paragraph C of the Master Agreement, will not be disturbed during the course of this Agreement, as long as business conditions permit. Should a change be required, the Company and Union will meet for the purpose of obtaining mutual agreement. (2001 Local Issues)

### C. VACATION SCHEDULING

During 1992 Local Issues, the Union discussed concerns around vacation scheduling in some departments Both the Company and the Union are supportive of department level discussions with the objective of achieving mutually satisfactory arrangements. (1992 Local Issues)

# D. VACATION SCHEDULE - APPRENTICES

Alcoa, Inc. Warrick Operations, and the United Steelworkers, Local 104, pursuant to Section 6 of the Labor Agreement, agree that in the application

of Article VII, vacations, of the Labor Agreement, the following shall apply:

Regular Vacations or Apprentices

Beginning with vacations scheduled for the year 1978, Apprentice vacations will be scheduled separately from the scheduling of Journeymen vacations.

# E. VACATION SCHEDULING - NEGOTIATING COMMITTEE REPRESENTATIVES

Alcoa, Inc., Warrick Operations and the United Steelworkers, Local 104 pursuant to Article II, Section 6 of the Labor Agreement, agree that in the application of Article VII, Vacations of the Labor Agreement, the following shall apply:

As a result of Union business-related cancellations of scheduled vacations, the Company and the Union agree that: the three (3) Area Committee Representatives and the Local 104 President, otherwise eligible for a regular vacation may have unscheduled vacation time. This request must be made in writing. Such vacation eligibility will be converted to firm dates and scheduled by department supervision upon reasonable advance notice from those persons above covered.

This understanding may be terminated by

either party upon thirty- (30) days written notice to the other

#### **SECTION 2. VACATION ONE DAY AT A TIME**

The Alcoa Inc. Warrick Operations, and the United Steelworkers International Union, Local 104, agree that under the provisions of Article II, Section 3, the following procedures will be used for applying the provisions of Article VII, Section B of the Master Agreement regarding the option of vacation one day at a time or on a weekly basis.

During the 2014 Local Issues discussions the parties agreed that all employees eligible for vacation will have the option of exchanging one (1) week of vacation to be taken one day at a time in accordance with scheduling requirements. In addition, employees eligible for two (2) weeks' vacation will have the option of exchanging up to two (2) weeks to be taken one day at a time in accordance with scheduling requirements. This will become effective with the 2015 vacation scheduling. This shall be on a voluntary basis. Henceforth, vacation one day at a time will be referred to as "VODAT." It is the intent and purpose of this agreement that all eligible employees receive the benefit of a vacation from work.

#### PAY RECEIVED FOR VODAT:

- A VODAT will be considered as a regular scheduled day of work for computing consecutive days as per Article VI, Section 13 of the Master Agreement.
- An employee that takes a VODAT on a holiday shall receive holiday pay in addition to their regular vacation pay.
- 3. VODAT pay for each day will be computed as one-fifth of their vacation as computed under Article VII, of the Master Agreement for those employees whose normal weekly work schedule is eight hours per day. For those employees who are assigned to the twelve-hour schedule, VODAT pay for each day will be computed as one-fourth of a vacation as computed under Article VII of the Master Agreement. The employees assigned to the twelve hour shift will be allowed four (4) days of VODAT.
- Pay for a VODAT will be on the next payroll week check if there has been enough prior notice by the employee.

# SCHEDULING OF VODATS:

- VODATS are subject to availability and will be taken on regular scheduled days of an employee's work schedule. Employees who have been scheduled for an overtime shift shall not be eligible for a VODAT for that overtime shift.
  - 2. Scheduling for VODATS will be done the

same as full week vacations and will not count toward yearly/weekly vacation liabilities.

- 3. A maximum of three (3) days may be taken in one calendar week.
- 4. At the time of the annual vacation sign up period, the department shall determine the amount of VODAT per day. Company seniority shall determine the scheduling of advanced notice VODATS that are signed up for during the annual regular vacation sign up period. Advance notice VODATS that are not signed up for during the annual regular vacation sign up period may be taken provided the employee gives the company at least seven (7) day advance notice of his/her intention to take a vacation day and there remains a VODAT opening, as set by the department at the time of annual vacation scheduling. These VODATS will be granted on a first come first served basis. Advance notice VODATS are defined as VODATS requiring at least seven (7) day notice. (Example: Request made Tuesday for VODAT the following week Tuesday). Exceptions to the seven (7) day requirement must be approved by management and will be made on a no-precedent, non citable basis.
- 5. An employee that chooses to take a VODAT week of vacation at the time of vacation scheduling will be allowed to exchange it back for a week of vacation if that employee has not taken any VODAT days to that point in the year. This selection will be allowed only after all employees

who have scheduled full week vacations have had the opportunity first. VODATS scheduled during the annual regular vacation scheduling period will have priority over subsequent VODAT vacation requests.

- 6. All VODATS, with the exception of one (1) VODAT, will be scheduled by the first Monday of September every year. VODATS not scheduled by this time will be scheduled by the company.
- 7. An employee may use VODAT in the following manner: 8-Hour 1-Week
- a. One (1) VODAT may be used for an emergency.
- b. Four (4) VODAT may be taken provided the employee gives the company at least Seven (7) day advance notice of his/her intention to take a vacation day and there remains a VODAT opening, as set by the department at the time of annual vacation scheduling. These VODAT's will be granted on a first come first served basis.

### 8-Hour 2-Weeks

- a. One (1) VODAT may be used for an emergency.
- b. Five (5) VODAT must be scheduled during the annual regular vacation scheduling period and may not be changed unless approved by department management.
- c. Four (4) VODAT may be taken provided the employee gives the company at least seven (7) day advance notice of his/her intention to take a vacation day and there remains a VODAT opening, as set

by the department at the time of annual vacation scheduling. These VODAT's will be granted on a first come first served basis.

### 12-Hour 1-Week

- a. One (1) VODAT may be used for an emergency.
- b. Three (3) VODAT may be taken provided the employee gives the company at least seven (7) day advance notice of his/her intention to take a vacation day and there remains a VODAT opening, as set by the department at the time of annual vacation scheduling. These VODAT's will be granted on a first come first served basis.

### 12-Hour 2-Weeks:

- a. One (1) VODAT may be used for an emergency.
- b. Four (4) VODAT must be scheduled during the annual regular vacation scheduling period and may not be changed unless approved by department management.
- c. Three (3) VODAT may be taken provided the employee gives the company at least seven (7) day advance notice of his/her intention to take a vacation day and there remains a VODAT opening, as set by the department at the time of annual vacation scheduling. These VODAT's will be granted on a first come first served basis

#### DEPARTMENTAL POLICIES

- 1. Each department will establish its own guidelines on the following items but not limited to:
  - a. Number of VODAT openings allowed.
- b. At least one (1) VODAT will be allowed on any given day.

On a non-precedent, non-citation basis, this agreement will remain in effect for the term of the 2014 Labor Agreement.

# ARTICLE VIII SENIORITY

### A. PLANT-WIDE SENIORITY LIST

The Company agrees to provide twice yearly (July 1 and January 1) to the Union, a complete list of all Bargaining Unit employees in order of Company seniority. (1971 Local Issues)

# B. SENIORITY - MEMORANDUM OF UNDERSTANDING

1. The three Area Committee Representatives (Smelting, Fabricating and Maintenance), President and one elected Department Committee Representative from each department will be granted top Company seniority for the purpose of selecting shift or crew preference upon request

of the Union. Local 104 will provide the Company with a list of names of Union officials covered by this understanding. Such list will not be changed more often than every six months except by mutual agreement.

2. The top Company seniority provided for shall be applied in the department in which the employee works but no such seniority will be exercised unless the union official is capable of doing a job available on the shift requested.

This understanding may be terminated by either party upon thirty - (30) days notice in writing to either party. Dated: August 21, 1986

### C. MEMORANDUM OF AGREEMENT

Alcoa, Inc., Warrick Operations, and the United Steelworkers, Local 104, pursuant to Article II, Section 6 of the Labor Agreement, agree that in the application of Article VIII, Section 19 of the Labor Agreement the following will apply:

1. Top Company seniority for the purpose of layoff (Article IX) only shall be granted to the Business Agent (if not on leave of absence), the President and the three area committee representatives (Smelting, Fabricating and Maintenance).

The top Company seniority provided for shall be applied in the area in which the employee works, but no such seniority shall be exercised unless the Union official is capable of doing a job that is available in his area

This agreement may be terminated by either party upon thirty - (30) days notice in writing to the other party. Dated: August 21, 1986

# D. EQUAL SENIORITY BETWEEN TWO OR MORE EMPLOYEES

It is understood and agreed that effective this date; the following procedure will be used to determine the order of seniority consideration under the provisions of Article IX, "Reduction of Forces," and Article XIII, "New Job or Vacancy," where the applicable seniority between two or more employees is equal.

- 1. Where two or more current employees have equal Company seniority and where in the future two or more new employees are hired on the same day, thus giving them equal Company seniority, the Company will assign a seniority number to each employee.
- 2. Where the applicable seniority in any of the above articles is Company seniority and two or

more employees involved in movement have equal seniority, consideration shall be given on the basis of seniority numbers.

3. Where the applicable seniority in any of the above articles is departmental seniority and two or more employees involved in movement have equal seniority, consideration shall be given on the basis of Company seniority. Should Company seniority between such employees also be equal, consideration next shall be given on the basis of the seniority numbers.

It is further understood and agreed that in the application of the above procedure to employees on the payroll as of the date of this Agreement Seniority number consideration shall be on the basis of lowest to highest in all cases. For employees hired after the date of this Agreement seniority number consideration shall be on the basis of lowest to highest in cases of promotion, restoration, recall and transfer and shall in inverse order in cases of demotion and lay off. This Agreement shall continue in effect for the duration of the Master Agreement except that either party may terminate the Agreement upon 30 days notice, in writing, to the other party. (April 7, 1961)

# E. FEBRUARY 1, 1995 LETTER

Beyond the use of company seniority in reduction of forces, as referenced in the February 01, 1995 letter, here is an interpretation of the use of company seniority in various involuntary situations. This was reviewed with the Negotiating Committee on February 14, 1995, and they agreed with the interpretation:

- •When a person has to be involuntarily assigned to a job bid poster, this should be done by Company seniority.
- When a person is reduced out to a vacancy involuntarily, this should be done by Company seniority.
- •When an employee is upgraded or downgraded involuntarily, this should be done by Company seniority.

# ARTICLE IX REDUCTION OF FORCES

### A. MEMORANDUM OF AGREEMENT

Alcoa, Inc., Warrick Operations, and the United Steelworkers, Local 104, pursuant to Section 6, Article II of the Labor Agreement, agree that in the application of Article IX of the Labor Agreement, the following will apply:

The following procedure is available for those employees that are being reduced out of one department but will be remaining within the operations under the pertinent provisions of Article IX "Reduction of Forces" of the Master Agreement:

- 1. Employees being laid off must have filled out and signed a departmental preference card and have it on file in the Employment Office by 10:00 A.M. Thursday, of the week that the layoff is posted. The Company will determine which departments are available. Employees will be given consideration for the available departments on the basis of Company seniority provided the employees are able to perform the required work. Those employees that do not notify the Employment Office by the cut-off time will be placed in departments at the discretion of the Company.
- 2. If during the week such a reduction of forces is posted there is a holiday on Thursday and Friday, the cut-off time to notify Employment will be 10:00 A.M. Tuesday. If during the week such a reduction of forces is posted there is a holiday on Thursday or Friday, the cut-off time to notify Employment will be 10:00 A.M. Wednesday.
- If it is not possible to give three (3) days notice, excluding Sundays and holidays, of a reduction of forces due to reasons outlined in Article

IX, Paragraph D, of the Master Agreement, the provisions of this agreement will not be applied.

Either party may terminate the agreement upon thirty - (30) days notice, in writing, to the other party.

### **B. MEMORANDUM OF AGREEMENT**

Alcoa, Inc., Warrick Operations and the United Steelworkers, Local 104, pursuant to Section 6 of the Labor Agreement, agree that in the application of Article 12 and Section 22 of the Labor Agreement, the following will apply:

When an opening exists in a department that has no employees laid off and at that time an employee is being laid off from another department, rather than following the current practice of having the laid off employee go to the opening, the company will accept a transfer to that department (if the transferee is senior to the employee being laid off), without the requirement of an informational posting and the employee being laid off will be placed in the transferee's department in the customary entry level classification. Therefore, in this situation, there will be two moves: 1) the transfer accepted to the opening, and 2) the employee being laid off enters the department of the transferring employee, seniority permitting.

Either party may terminate the Agreement upon thirty - (30) days notice, in writing to the other party.

### C. LETTER OF INTENT

Company and Union agree that pursuant to Article IX, Paragraph F. of 1996 Master Agreement the following shall apply:

During 1996 negotiations, we discussed issues around reduction of forces and Appendix II. This is to confirm our willingness to meet for the purpose of exploring and developing procedures that would minimize the impact of a reduction of forces that may result in senior employees being laid off. In the event these procedures fail to keep senior employees in the operation, we agree to explore and develop procedures where those employees may be returned, where practical, in an appropriate period of time.

Both parties acknowledge the difficulties that will be associated with these efforts and commit to actively and creatively address the issues. (1996 Local Issues)

# ARTICLE X TEMPORARY VACANCIES

### SECTION 1. UPGRADING

# A. MEMORANDUM OF AGREEMENT FILLING TEMPORARY VACANCIES

During the 2010 Local Issues discussions, the parties agreed that it is a worthwhile objective to generally fill temporary vacancies existing at the start of the shift by offering the upgrade to qualified employees from the classification on the same shift next below the one where the vacancy exists in the line of progression. The opportunity may be offered to qualified employees, by company seniority, beginning with the senior employee first exhausting the line of progression until an employee accepts the opportunity and the Company determines a need to fill the vacancy, the qualified junior employee by company seniority will be assigned to the vacancy.

This is the procedure that, in general, will be followed with the understanding that there, on occasion, will be exceptions to such procedure. Such exception will be for reasonable cause. This will become effective July 1, 2010.

"Reasonable cause" may include, but is not limited to, the following:

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- 1. When necessary to have more people qualified for higher-rated job classifications,
- 2. Those times when it is best to take advantage of the fact that there are employees available who are already trained but who may be junior in seniority to others,
- 3. Occasions when numerous temporary vacancies occur in different parts of a department or the plant simultaneously.

### **B. FILLING TEMPORARY VACANCIES**

The Company will post vacancies for bid whenever it is determined that reasonably full-time permanent need for additional personnel is present. The current procedures for making temporary assignment will continue unless conditions change, to be followed, but the company is willing to negotiate locally toward the objective of developing a more formalized procedure but one in keeping with the general philosophy of assignments under the Labor Agreement. (1968 Local Issues)

### C. TEMPORARY ASSIGNMENT

During 1992 local negotiations, the parties discussed concerns associated with extended length temporary assignments.

In response to the Union's concerns, the

Company agrees that when a temporary assignment to a classification exceeds 30 consecutive days, the Company and the department Union representative will meet for the purpose of determining whether a job posting is appropriate. The parties will be committed to reaching a mutually satisfactory solution.

### SECTION 2. EXCESSIVE DOWNGRADING

Classification integrity is important to both parties. Both the company and the Union understand and recognize the importance of job structure and the difference in jobs. In this light, the parties should be guided by rule of reason. Accordingly, there should not be such rigid job demarcation that would preclude the ability to assign as may be necessary and appropriate. On the other hand, there should be a resistance to assignment practices that would render the separate job structure meaningless. In short, both parties should exercise reasonable restraint in their pursuit of interests that might affect the job structure.

With the foregoing policy in mind, the company will review the assignments of the "extra" caster, currently on each of the four crews in the Ingot Plant, with the expressed purpose of adjusting the manpower, as necessary, to comply with that stated policy. (1974 Local Issues)

# ARTICLE XI RECALL AND RESTORATION

### A. RESTORATION

Alcoa, Inc., Warrick Operations and the United Steelworkers, Local 104, pursuant to Article II, Section 6, of the Labor Agreement, agree that in the application of Article XI, Par. A, Section 2 of the Labor Agreement, the following will apply:

- 1. Employees shall not have restoration rights in any but his/her "own department."
- Restoration rights can apply only to classifications in which the employee physically worked and was classified.
- Any employee who refuses an opportunity to be restored to a classification loses his/her right to be restored to that classification.

This agreement supersedes the previous agreement on restoration from 1992 October 20. Either party may terminate this agreement upon thirty - (30) days notice in writing to the other party. (1996 Local Issues)

### **B. RECALL OF CRAFT EMPLOYEES**

Alcoa, Inc., Warrick Operations and the United Steelworkers, Local 104, pursuant to Article II, Section 6, of the Labor Agreement, agree that in the application of Article XI of the Labor Agreement, the following will apply:

- This agreement covers employees in the following classifications: Electrician Specialist, General Mechanic, Machinist, Roll Grinder, Truck Equipment Mechanic and Facilities Maintenance Mechanic.
- 2. At the time of each layoff from the works; an employee in one of the included classifications may elect to take recall under the provisions of Article XI, Paragraph c or under the provisions of these agreements as set forth below. This election must be made in writing through the Warrick Operations Employment office.
- 3. An employee who has elected to be covered under the provisions of this agreement will be recalled only where there is a need for additional personnel in the laid-off employee's own department and classification that cannot be filled under the provisions of Article XI, Paragraph A1 and A2 of the Labor Agreement.

- 4. An employee who has elected to be covered under this agreement will cease to be eligible for Supplemental Unemployment Benefits under the provision of Article XXII (SUB), Section 36 of the Labor Agreement at such time as he otherwise would have received a second recall under the provisions of Article XI, Paragraph c of the Labor Agreement.
- An employee awaiting recall under the provisions of this agreement will continue to accumulate seniority as per Article VIII of the Master Agreement.

This Agreement supersedes the previous agreement which is dated 1967 February 10. Either party may terminate this agreement upon thirty - (30) days' notice in writing to the other party.

### C. RETENTION OF RECALLED EMPLOYEES

This memorandum will confirm that valid recalls will take place, when possible, within fifteen (15) calendar days (excluding Saturdays, Sundays, and holidays) from the recall date. If, for any reason, it is not possible to have the recall occur within this fifteen (15) day period, the appropriate departmental Union representative will be given as much advance notice as possible. (1988 Local Issues)

# ARTICLE XIII NEW JOB OR VACANCY AND TRANSFERS

# A. FILLING VACANCY FROM WITHOUT THE DEPARTMENT

Pursuant to the provisions of Article II, Section 6, Alcoa, Inc., Warrick Operations, and the United Steelworkers, Local 104, hereby agree to the following application of Article XIII of the collective bargaining agreement between the parties.

- 1. During the 2006 Local Issues discussions, the parties agreed that when filling a permanent departmental job vacancy, consideration will be given on the basis of company seniority. This will become effective July 1, 2006.
- 2. If a vacancy in a department is not filled from within such department, consideration will be given to applicants for transfer from other departments on the basis of Company seniority, provided the applicant has on file a request for transfer, properly submitted to the Employment Department, no later than the seventh day of the posting.

During the 2001 Local Issues discussions, the parties agreed that for job vacancies, within three (3) days of the postings being removed and the successful transfer(s) being identified, a list would

be posted at the Fabrication and Primary gates identifying the successful transferee(s).

3. Notwithstanding the provision of any other Agreement, this Agreement may be terminated by a thirty - (30) day written notice given by either party to the other. (August 7, 1978)

### **B. TRANSFERS**

Alcoa, Inc., Warrick Operations, and the United Steelworkers, Local 104, pursuant to Section 6 of the Labor Agreement, agree that in the application of Section 22 of Article XIII of the Labor Agreement, the following will apply:

### Transfers

1. The issue of timely transfers was discussed during 2001 Local Issues negotiations. The parties agree this is a complex issue with major people and business implications. The parties have agreed to a transfer target time window of sixty (60) calendar days from the Monday following the date a poster is awarded.

This target is not applicable to situations where there are significant short-notice retirements occurring. Significant short notice retirements are defined as greater than 20 retirements per month with less than 3 months notice.

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2. When cancellation of a valid transfer, in process, becomes necessary, prompt notice and reasons will be given to employees directly affected, and Local 104's Business Agent (or designated representative).

This Agreement settles one of the items of mutual concern discussed in 1977 and shall continue in effect for the duration of the Labor Agreement except that either party may terminate the Agreement upon thirty (30) days notice, in writing, to the other party. Date: June 1, 1977.

### C. LETTER OF UNDERSTANDING

- 1. This will confirm our understanding that whenever there are two or more openings posted on the same poster which are not voluntarily filled (requiring the assignment of junior employees) the senior of such junior employees will be given first choice of the vacancy he desires.
- 2. During 1992 Local Issues, the Company agreed that if vacancies in a department are not filled from within the department, newly entering employees who are transferring into that department will be given their choice of classifications based on company seniority.
  - 3. The Company agrees to allow employees

to have on file all choices for transfer, with one (1) additional request of transfer on file for an apprenticeship. Each employee will be required to prioritize the transfer requests. When an employee is identified as the successful bidder on a posting, all other transfer requests of the employee then on file (except a transfer to an apprenticeship) will be voided and considered invalid.

Requests will remain on file for twelve (12) months. The company and union agree that all resulting transfers and vacancies will be awarded at the same time in a single (1) posting process. Once the posting is removed the company and union area representatives will meet to discuss the proper movement.

Twice yearly, in the months of January and July, the company will communicate a reminder to employees to ensure their requests are current.

4. During 1992 Local Issues, the parties discussed concerns about employees being held in transfer situations. The Company and Union agree that when an employee transfers to a new department and is retained in his/her old department, the employee will be afforded all rights in the new department (except overtime) as if the transfer had taken place on the effective date.

### D. RED CARD VACANCIES

Alcoa, Inc., Warrick Operations, and the United Steelworkers, Local 104, pursuant to Article II, Section 6 of the Labor Agreement agrees that in the application of Article XIII, the following will apply:

- 1. When a Red Card absence is reasonably expected to extend ninety (90) consecutive days or more, it is agreed that such absence shall constitute an existing job vacancy under Article XIII, Section 21.
- 2. Where an "indefinite" Red Card absence continues for ninety (90) consecutive calendar days, the absence shall be considered as a job vacancy at the end of the ninetieth day. The vacancy will then be posted and/or filled no later than the first Monday after the expiration of the ninety (90) days.
- If an employee returns from Red card while that posting is still up for bid, that posting will become void.
- 4. This agreement does not apply to craft classifications.

This agreement shall continue in effect for the duration of the Labor Agreement, except that either

party may terminate the Agreement upon thirty - (30) days notice in writing to the other party. (1996 Local Issues)

# ARTICLE XV UNION DISCRIMINATION

### A. UNION DISCRIMINATION

Work assignments will continue to be made to employees on the basis of operating needs. Assignments will not be used to discriminate against employees or Union Stewards in retaliation for filing grievances or otherwise pursuing legitimate objectives. (1968 Local Issues)

# B. TRANSFERRING STEWARDS FROM ONE SHIFT TO ANOTHER OR FROM ONE ASSIGNMENT TO ANOTHER BECAUSE THEY ARE FILING GRIEVANCES

The Company reaffirms that such is not its intention or policy and such practice will not be followed. It is understood that neither of the two transfers referred to by the Union were for the reasons alleged in this issue. (1961 Strike Issue)

# C. TRANSFERRING EMPLOYEES FROM ONE SHIFT TO ANOTHER BECAUSE OF THEIR POOR ATTITUDE

The Company reaffirms that this will not be its policy and such action will not be taken as a disciplinary measure. Necessary discipline will be handled by other proper measures. The parties recognize that on occasion, it may be appropriate for the Company to call to the attention of the proper Union representatives instances of poor attitudes, poor work habits, improper conduct, etc., on the part of employees so that such representatives may have the opportunity to be helpful in correcting these. The Union agrees that it will cooperate in this respect. (1961 Strike Issue)

# ARTICLE XVI NOTIFICATION OF DISCIPLINE

The Company reaffirms its intent to notify employees of all disciplinary action entries placed in an employee's file. A copy of all disciplinary entries will be provided to the affected employee. (1992 Local Issue)

# ARTICLE XVIII GRIEVANCE PROCEDURE

The Company and the Union recognize certain weaknesses in the grievance procedure as it is currently conducted locally. Without modifying the basic, current contractual provisions relating hereto, the following is agreed,

A. The appropriate Company Representative and Committee Representative will review all grievances certified for Second Step hearing, prior to such hearing. The purpose of this review will be to:

- 1. Bring to surface additional facts.
- 2. Resolve or better delineate disputed facts.
- 3. Refer appropriate grievances back to the lower level for disposition.
- 4. Settle or withdraw those grievances that warrant such action.
  - **B.** At second step hearings the parties will:
- Exchange brief Statements of Fact at the hearing
- 2. Have appropriate departmental representation present. (Committee Representative, Steward, other witnesses, Superintendent, Supervisor)
  - 3. Departmental representatives (Company

and Union) will attempt to resolve any disputes in facts and supplement the statements of facts if called upon.

**C.** The appropriate Company Representative and Area Committee Representative will meet after the Second Step hearing and before written reply is made to the grievances.

The purpose of this meeting will be:

- 1. Review new aspects of the case developed at Second Step hearing.
- 2. Settle, compromise or withdraw those that seem appropriate.
- **D.** During the 2001 Local Issues discussions, the Company agreed, "If either party deems it is appropriate, the Union's Negotiating Committee and the appropriate Company representatives will discuss all grievances that have been appealed to the third step prior to the Third Step Hearing."
- **E.** Area Committee Representative will be given ample time to investigate grievances prior to the above meetings.

# ARTICLE XIX AREAS OF MUTUAL CONCERN

# SECTION 1. UNION EXPOSURE TO MANAGEMENT FUNCTIONS

**A.** As a matter of continuing interest, the Company wishes to expand the Union's leadership understanding and appreciation of conducting Warrick operating and maintenance activity and the problems and decision-making processes related thereto

The Union agrees that the foregoing is a worthwhile objective and is willing to participate in a joint effort toward accomplishing this objective.

For example, this activity might include attendance by Union representatives at various management level staff meetings. (1974 Local Issues)

**B.** Representatives of United Steelworkers, Local 104 and representatives of Warrick Operations' management reaffirmed in May, 2014, their mutual interest in the objectives associated with productivity and cost control to insure the maintenance of Warrick Operations in a favorable competitive environment and a sound and growing business situation

It was agreed that from time to time, or on a permanent basis as the needs dictate, individuals will be called upon, or groups of bargaining unit and management employees will be formed to become involved on an individual basis or in a mutual effort toward meeting the foregoing objectives. (2014 Local Issues)

### SECTION 2. COMMUNICATIONS AND TRAINING

**A.** During discussions in May 2014, the parties reaffirmed their agreement that open and factual communication between all levels is essential to the success of Warrick Operations. This worthwhile objective will be pursued and appropriate Communication Programs will be developed as needed; e.g., between Managers and Area Representatives; Superintendents and Department Representatives; and Supervisors and Stewards. The parties further agree to develop appropriate communications subjects and programs as needs and opportunities arise. (2014 Local Issues)

### E. COMMUNICATIONS TO UNION OFFICIALS

It is in the best interest of both parties to continue to establish open and frank discussions on all issues of concern. The Company reconfirms its intent to communicate with appropriate Union leadership such as the Business Agent, when appropriate, on issues of interest to the parties. Concern was raised during our discussions regarding communication with the Business Agent. The Company will make every effort to communicate appropriate information to the Business Agent or his designated representative on a timely basis. The Company further commits to the continued emphasis of open and timely communication with Union officials and bargaining unit employees in all departments. (1986 Local Issues)

**F.** The Company and Union at the 1988 Local Issues discussions, agreed that regular contact of department management and Union representatives has positive impact. Both parties endorse a goal of monthly meetings and will publicly support/encourage such efforts. (1988 Local Issues)

# ARTICLE XX PAID LUNCH PERIOD

Effective June 1, 1977, all employees presently in the Bargaining Unit will receive a paid lunch period provided:

That the total lunch period does not exceed
 minutes of time not worked, unless otherwise authorized

- That where the nature of the assignment requires, the lunch period will be taken in the work area and the employee's lunch period may be interrupted at any time by work requirements.
- That employees will report to their respective designated areas so as to begin work at the starting time of their shift.

This understanding may be canceled by either party by a thirty day notice, one party to the other during which (30-day period) the parties will arrange to meet and attempt to resolve any paid lunch related problems of mutual concern. (1977 Local Issues)

# ARTICLE XXI SUPERVISORS AND SALARIED EMPLOYEES

# A. CLERICAL AND TECHNICAL PERSONNEL WORKING

During the 1963 negotiations, the Union questioned whether the contractual provisions on foremen working so as to replace a regular workman on the job, contained in Article XXI of the Labor Agreement, applied to clerical and technical personnel. Assignments to such personnel, although not specifically covered by that provision, have been made as though they were covered, and the Company hereby gives assurance to the Union that

assignments will continue to be made on the same basis.

Present practices are not inconsistent with the above stated policy. (July 30, 1963)

# B. EMPLOYEES' REPORTING RELATIONSHIP TO SUPERVISORS

If an employee's reporting relationship to supervision is altered during a shift from his normal supervisor reporting relationship, the employee will be so informed. The employee will be notified of such changes insofar as practical by his immediate foreman or supervisor. (1971 Local Issues)

As requested during the 1988 Local Issue discussions, the Company repeats its position regarding "Supervisors" made in 1971 Local Issue discussions.

"If an Employee's reporting relationship to supervision is altered during a shift from his/her normal supervisory reporting relationship, the employee will be so informed. The employee will be notified of such changes insofar as practical by his/her immediate supervisor." (1988 Local Issues)

### C. HARASSMENT BY SUPERVISORS

The Company repeats that it is not its policy to harass employees, and such practices will not be condoned. This allegation and the Company policy will be called to the attention of the foremen.

The parties agree that persuasion, including proper warnings to employees, will not be considered harassment. (1961 Strike Issue)

# ARTICLE XXIII INSURANCE

### A. OIL REMOVAL FROM EMPLOYEE'S VEHICLES

During the 1980 local negotiations, the Union expressed the desire to deal with the Company directly, rather than an insurance adjuster, in matters pertaining to oil and/or spray removal from employee vehicles, This reaffirms the Company's commitment to eliminate the oil and acid spray, but until such time as this is accomplished, the Company will continue to have an insurance adjuster to process the claims in a most equitable manner. (1980 Local Issues)

### **B. BENEFITS ASSISTANCE**

During the 2014 Local Issues discussions, the parties agreed that the Company will continue to allow the current Local Union 104 President, in office as of 5/16/2014, paid time hours. This is a total of twenty four (24) hours of paid time per week at the Union Hall. This understanding will terminate with the expiration of the 2014 labor agreement.

The Union requested the hours at the Union Hall to work on benefits matters for employees. If the current Local Union 104 President, as of 5/16/2014, is no longer in office during the term of the 2014 Labor Agreement, Local Union 104 Business Agent and Warrick Operations' Plant Manager(s) will evaluate this agreement with the intent of identifying a qualified individual from the bargaining unit.

# ARTICLE XXIV INFORMATIONAL POSTINGS

### A. JOB POSTERS

It is understood and agreed that at the time a vacancy notice for adding manpower is posted for a plant wide job vacancy(s), a notice will also be posted on the bulletin boards listed below.

Bldg. 4 - Men's shower house entrance

Bldg. 5 - Main gate

Bldg. 6 - Women's shower house entrance

Bldg. 862 - Men and women's Fab. shower house

Bldg. 870 - Maintenance technical training center

The posting(s) will notify employees that a tentative opening(s) exist(s). This informational notice is to enable interested employees to submit their Request for Transfer. The vacancy will be posted for a period of seven (7) calendar days.

This Agreement replaces and supersedes Article XXIV of the February 1, 1974, Local Agreement. Should this procedure prove to be impractical or no longer required, it may be terminated by a thirty - (30) day written notice given by either party to the other. (2014 Local Issues)

### B. BULLETIN BOARDS

The Company agrees to provide the bulletin boards requested by the Union as follows:

### BUILDING # LOCATION

- 2 Laboratory Center Hallway
- 4 Men's Shower Room Entrance
- 6 Women's Shower Room Entrance
- 45 Storeroom Lunchroom

320	Truck Shop- North Center
344	Mech Maint- South Center
260	Carbon Plant- Lunchroom - South
254F	Carbon Press- Lunchroom
132	Anode Assembly - Lunchroom
136	Cathode - Lunchroom
236	Aluminum Services 110-111
	Lunchroom - "B" Passageway
	Need one at clock on Lines Potrooms
110G	Mech Maint - "B" Passageway by Lunchroom
325	Electrical office by Lunchroom
134	Ingot - Lunchroom - East
	Two Hourly clocks East End
814	Hot Mill - Center Lunchroom - Cold Mill
816	Cold Mill - South Center - New Lunchroom
823	Finishing Ofc-West by Office 823F &
	Slitter Room
826	Pack Ship - by office
851	Electrical - T.S. Office by Elec Office &
	Truck Shop
862	Guard - Entrance - Shower Room
858	Mech Maint. Hot Mill-Moved to Lunchroom
854	Roll shop - Lunchroom
819B	Coil Prep Line by Lunchroom
60	River Dock - by Lunchroom
8160	Cold Mill Maint by Restroom Southwest
	Corner
858A	Operations Services - Breezeway

859 Carpenter Shop
by Time Clock at Main & FAB Gates
Boards at Main & Fab Gates
870 Maintenance Technical training center
133F Facilities Maintenance in shop
8200 Thermal Dept - Office & Batch Area
134X Mechanical Maintenance
826 Finishing Coating line area

# ARTICLE XXV AGREEMENTS

136 Facilities Maintenance time clock

The Company commits that copies of any written agreements that apply to a specific department will be made available to the Department Committee Representative, Shop Stewards and the appropriate Area Committee Representative. (1992 Local Issues)

# ARTICLE XXVII HEALTH AND SAFETY

## SECTION 1. - MEO PHYSICAL TESTING PROCESS

Alcoa Warrick Operations and Local 104 of the United Steelworkers agree, pursuant to the Collective Bargaining Agreement, that, due to Alcoa's Worldwide Health Policy, Warrick Operations can require employees to take Mobile Equipment Operator Physicals. The Mobile Equipment Operator Physical is based on the following understandings:

# A. MEO Physical Tests Shall Consist of the Following:

- 1. Vision consists of reading the standard eye charts for vision and depth. If the employee fails to meet the minimum score on the standard evaluation for depth perception, the Medical Department will give the employee the opportunity to demonstrate that they have the ability to perform the job in a safe manner.
- 2. Hearing would consist of using the standard audio sound booth or van.
- 3. Urine Sugar Testing employee would be required to provide a urine sample in the privacy of the Medical Department, and the strip testing proves would be completed in the presence of Medical Personnel. The employee shall witness the disposal of or dispose of the urine sample.
- 4. Blood Pressure would consist of using the normal blood pressure cuff and a cardiac exam using a stethoscope.
- Reflexes would consist of testing for reflexes of the knees and arms.
  - 6. Drug and alcohol screening.
- **B.** If the employee requests they will be given the option of having the MEO physical performed by the employee's personal physician. This option will be on the employee's personal time using the medical

benefits plan. Warrick's Medical Department will provide the requirements and guidelines.

Should a MEO physical identify any unacceptable medical condition, the employee shall remain in that employee's classification for a period of up to ninety - (90) days, while receiving medical treatment to control and/or correct the condition. It is the intent of the Company to accommodate the employee in their classification for the ninety -(90) day period. Should there be insufficient work that can be performed within his/her classification after accommodating the medical restrictions, the employee will be reassigned to other work. The union will be informed in advance of the decision to remove an employee from their normal duties. The employee will be paid his/her classification rate for up to eight (8) days. If the employee is moved to a higher rated job he/she will be paid the higher rate. If after the ninety - (90) day period, a medical restriction is still required; the Company will continue its past practice to make every effort to accommodate the employee within the employee's current job classification. After exhausting the employee's classification accommodation, the Company agrees to look at all other accommodations prior to execution of a 12-C Agreement of the master Contract consistent with the current process to handle restricted employees. If it is deemed that there is no suitable employment within the plant, the employee, providing she/he is eligible and

meets the requirements, will be placed on Short Term Disability, providing the employee is eligible and meets the requirement; the employee will be placed on Disability Retirement.

- **E.** Previous practice of accommodations for employees' known medical conditions shall not be negatively impacted by the MEO physical.
- **F.** Should the MEO physical identify an unacceptable medical condition, the employee will not be placed on any additional medical restrictions including the number of work hours the employee is allowed to work during the ninety (90) day period, unless the Company shows that failure to take such action would be unsafe or result in harm to the employee or others. If any additional medical restrictions are to be placed on an employee, the union will be immediately notified.
- **G.** For the purpose of awarding employees a job under Article XIII, New Job or Vacancy, an individual will not be denied the awarded position solely due to a medical condition unless the medical condition results in a medical restriction. The medical restriction will be evaluated consistent with our current practice. The Company makes a commitment to first discuss this matter with the proper Union representatives prior to reaching a final decision.
- **H.** Should the Union disagree with the medical restrictions placed on an employee as a result of the MEO physical, the grievance procedure starting

at the second step may be used up to and including arbitration.

I. Should the company require changes to item number one (1) - MEO Physical Test Content, and (2) Use of Personal Physician, above the parties will meet to discuss such changes with the objective of reaching mutual agreement. Failure to reach agreement on any proposed changes to the physical test content will result in the parties entering into formal bargaining. Neither party waives their contractual rights under the Labor Agreement.

#### SECTION 2. WORKING CONDITIONS

- **A.** During the 2006 Local Issues discussions, the parties understand the importance of thorough investigations of all incidents/accidents through timely and effective investigation. Further, the parties recognize the benefit of having a joint safety and health effort at the plant location. Therefore, the parties agree to effectively follow the most recent procedures set forth by the Plant Safety & Health Steering Committee.
- **B.** The joint Company and Union Safety Committee or designated members from that Committee shall meet once a month for the purpose of inspecting the plant facilities. (1974 Local Issues)
- C. During discussions conducted in 1973,

the parties agreed that it would be a worthwhile objective to expand the Safety Steering Committee's basic understanding and knowledge regarding the Industrial Hygiene Program being conducted at the Warrick Operations. Toward that objective, that committee will be invited to participate in environmental studies conducted by the Company and discuss the results and interpretation of data obtained from these efforts with the appropriate management personnel. (1974 Local Issues)

**D.** Monthly Safety Meetings will be held in all departments, with the purpose to increase safety awareness. Department safety representatives will be involved in setting agendas for these meetings. After safety discussions are complete, additional items may be covered. (2014 Local Issues)

During the 1988 Local Issues the parties discussed the importance and ultimate benefit of having a joint safety and health effort for Warrick Operations. During these discussions the parties recognized the effective leadership provided by the Plant Safety and Health Steering Committee (PS&HSC) in guiding that effort. Recognizing that leadership, the parties agree that issues such as the effectiveness and frequency of departmental safety meetings are better served in the forum of the PS&HSC for evaluation and modification.

The parties additionally agreed that our joint safety and health effort is of maximum importance and to that end, commitment and participation will be encouraged from all employees. (1988 Local Issues)

- **E.** It is of mutual concern to the Union and the Company that we have an objective to minimize chlorine leaks and to lessen the employees' exposure to chlorine in Building 134. Therefore the following procedures are agreed to:
- 1. Provide continuous sampling instrumentation for chlorine (C12) detection in Building 134.
- 2. Provide pressurization systems for all casting cubicles.
- 3. Provide accessible and separate chlorine shut-off valves for each holder and pit, elevated chlorine headers and tapered flux tube heads.
- Provide at least monthly inspection of roof fans in Building 134. In order to maintain adequate ventilation, if the inspections reveal deficiencies, repairs will be done in a timely manner. (2014 Local Issues)
- 5. Provide preventive maintenance program for ingot furnaces and holders.

- Provide periodic chlorine training so as to maintain a high degree of competence by those employees involved in the chlorine system. Also, provide chlorine training to new employees involved in the chlorine system.
- 7. Provide and maintain chlorine protective equipment.
- 8. Provide chlorine checks at the request of the employee through supervision.
- 9. Provide for production inspection of chlorine system at furnace and holder and clean up of skim lips and furnace flues. (1977 Local Issues)
- F. During discussions of 1980 local concerns, the Union requested that the Company install recording devices on C12 monitors in the Ingot Plant. The Company provides recording devices for use in troubleshooting or surveys that determined to be needed for effective chlorine system utilization. The Company does not see a need to expand this policy. (1980 Local Issues)
- **G.** Once a plant tour with the Plant Wide Safety Committee has been scheduled, it is not the Company's intention to cancel such a tour unless unusual circumstances exist. (1980 Local Issues)

**H.** During 1980 local negotiations, the Union expressed concern surrounding the procedures of Article XXVII of the Labor Agreement. The parties reaffirm their commitment to follow the procedures of Article XXVII in resolving safety and health matters. (1980 Local Issues)

#### **SECTION 3. FIRST AID**

- **A.** On a continuing basis, it is the company's intent to improve medical service and facilities, including but not limited to, maintaining EMT qualified personnel for weekend and off shift coverage. (2014 Local Issues)
- **B.** Of concern to the union during recent discussions of local items, was the matter of providing requested medical services to employees concerned about their state of health as related to their working assignment.

Resulting from those discussions was the reaffirmation of the Company's policy of providing the necessary medical consultation for an employee to determine the nature of the examination that may be necessary to determine the employee's current state of health. (1974 Local Issues)

C. The company recognizes that in some cases, employees instructed to report to our Medical Department (at times other than periods immediately preceding or following a regular shift or during their regular shift) for treatment of on-the-job injuries, incur expense beyond their control. The Company will consider individual cases of this kind and make an appropriate expense allowance when justified. (1977 Local Issues)

**D.** Effective June 1, 1977, a nurse will be assigned to the day shift Saturdays. It is understood that should the number of employees working Saturday days be substantially reduced, this coverage may be eliminated. (1977 Local Issues)

#### **SECTION 4. PERSONAL SAFETY EQUIPMENT**

#### A. SHOES

Alcoa, Inc., Warrick Operations, and the United Steelworkers, Local 104, agree that under the provisions of Article II, Section 3, the following procedures will be used for applying the provisions of Article XXVII, Safety and Health, of the Master Agreement regarding dollar allowance for the purchase of safety shoes for the employee's wear at the plant.

The basis for this understanding is to provide for all employees the best possible safe foot protection that complies with policies and standards in place at our facility.

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Based on the fact that a \$40.00 payment has been made to each active Bargaining Unit member effective week ending 96-12-01, the Company and the Union agree that for the term of the contract, employees will be required to pay \$25.00 for the first pair of safety shoes and the Company will be responsible for the balance of monetary cost. Thereafter, the employee will be required to turn in a pair of shoes of the same equivalent type and size, and will not be required to pay any dollar amount, as the Company will absorb the total cost. In conjunction with this understanding, the parties agree that future payments for safety shoes, as outlined in the Master Agreement will be null and void, for the term of the contract.

The Company and the Union also agree that the service of providing for shoe or boot repair will continue, at no cost to the employee, providing that repairs are limited to the guidelines attached.

Should a disagreement surface regarding the exchange of shoes as outlined in the attached guideline, the proper departmental Company and Union safety representatives should meet for resolution. Should that process fail, the Company and the Union will each appoint a representative for resolution.

The parties also agree that on an annual basis (February), cost data will be reviewed to insure that there are no hidden expenses or abuses that

would require a change in this Memorandum of Understanding. Should a discrepancy surface that either party could not agree upon, a thirty - (30) day written cancellation notice may be issued to terminate this agreement. Upon cancellation the parties shall revert back to the original provision of the Master Agreement in effect 96-06-01.

#### SHOE EXCHANGE/REPAIR GUIDELINE

- 2. They become oil soaked or contaminated with hazardous materials.
  - 3. Shoe leather begins dry rotting and cracking
  - 4. When seam stitches separate
- 5. When the upper leather separates from the original welt.
- Any inner components of the shoes or boots deteriorates through normal use or faulty workmanship, thereby causing chronic foot pain, sore spots, blisters, abnormal callusing, chronic toenail damage, etc.
- 7. Employees that are re-assigned or transferred to another area where some other shoe or boot style is more appropriate.
  - 8. When metal in steel toe is exposed.
- 9. When departmental requirements for work shoes or boots change.
- 10. Shoe or boot repair will be limited to replacement of soles and heels to the original welt only.

Note: Employees that are required to wear electrical hazard boots **will not** have their shoes or boots repaired they must be exchanged.

Note: Potroom shoes or boots **can** have the soles and heels replaced.

#### **B. SAFETY GLASSES**

- 1. The Company also agrees to have available different sizes of safety glasses. (1971 Local Issues)
- 2. To minimize the impact on the delay in the replacement of safety prescription glasses, employees, upon request, will be furnished two pair of safety prescription glasses. (1977 Local Issues)

#### C. HEARING PROTECTION/TESTING

- 1. When hearing protection is required, the employees will have the option of selecting one of the types of protection that has been approved by the Safety Director.
- 2. Alcoa, Inc., Warrick Operations and Local 104 of the United Steelworkers agree, pursuant to the Collective Bargaining Agreement, that, due to Alcoa's worldwide health policy, Warrick Operations can require employees to take hearing tests based on the following understandings:
  - a. An individual whose test indicates a loss

of hearing will not be removed from the job, unless the hearing loss results in medical restriction. Should this occur, the individual's department will utilize Article XII C following established procedures for medical restrictions to comply with this hearing loss.

- b. No test result would be used or referenced for the sole purpose of discipline of an employee.
- c. The Company will continue to provide, at no cost, all necessary protective devices to the employees.
- d. For the purpose of awarding employees a job under Article XIII, New Job or Vacancy, an individual will not be denied the awarded position solely for hearing loss. Should the hearing loss result in a medical restriction; the medical restriction will be evaluated consistent with our current practice. The Company makes a commitment to first discuss this matter with the proper Union representatives prior to reaching a final decision.
- e. Collect and provide data and information to be used, when necessary, to prove work-related injury.
- f. Hearing tests will be scheduled with Company pay and during an employee's regular work schedule.

## SECTION 5 FUNCTIONAL CAPACITY EVALUATIONS

The company will bear the costs for Functional

Capacity evaluations (FCE's) Useful Field of View (UFOV) eye test, and the A1-C hemoglobin test (performed on site) if required by the company upon an employee's return to work from S&A or when an employee seeks to change a permanent Alcoa worker's compensation restriction. This agreement will remain in effect during the 2014 labor agreement.

## ARTICLE XXVIII JURY AND WITNESS PAY

• This letter is to confirm our discussions with you and the Union negotiating committee concerning Jury and Witness Pay for hourly employees. The Union requested that the Method to calculate the aforementioned be the same as that used to compute bereavement pay. After further consideration of this request, the company is willing to make this change effective Monday, June 28, 1971. (1971 Local Issues)

## MEMORANDUM OF AGREEMENT WARRICK OPERATIONS ADMINISTRATIVE CONVENTIONS

#### ADMINISTRATIVE CONVENTIONS

During the 2014 Local Issues discussions the Company expressed concern about employees

opting in and out of Administrative Conventions. The parties agreed to the following pertaining to Administrative Conventions.

All employees in a classification that have a convention must sign an application to participate or to decline to participate. Every employee will be requested to fill out an application. Not signing an application will mean a decline to participate.

If an employee doesn't sign up in the initial period for a new convention, then he/she can only sign up to participate in a convention at the official sign-up time.

The first Monday of February and August of each year are the official sign-up times. The application can be filled out any time, but will only be effective at these times.

All conventions will become effective for pay purposes on Monday, regardless of the day the application is received.

A convention application will not be officially received until signed off by the appropriate department person (supervisor or administrative assistant, ect).

An employee can apply to participate (opt in) in a convention only in February or August. All current

employees who choose to opt out of the convention will only choose to opt out within a period of ten days beginning on his/her company seniority date. The decision to "opt-out" should be considered very carefully. Exceptions to the official sign-up dates are new conventions established and employees changing classifications.

Employees newly hired to Alcoa, will opt in or out of conventions within a period of ten (10) calendar days of their original hire date. From that point forward these employees will be subject to the schedule listed above for current employees.

Employees must exercise their decision to make changes by notifying the company in writing on forms provided by the company, within the ten day period for opting out or by the last week of January or the last week of July for those choosing to opt in.

An employee who changes classifications (for example, bid, reduction, transfer into department) can sign up to participate in the convention of the new classification effective upon arrival in the new classification. The employee will be informed of the availability of the convention during the orientation to the classification.

Employees must be permanently classified to apply for a convention. Therefore, temporarily assigned

employees cannot participate in the convention of the classification they are temporarily assigned to. Temporarily assigned employees will not be expected to perform the convention duties of the temporarily assigned classification.

Except as noted above, all other provisions of the wage manual apply. This agreement will continue in effect for the duration of the labor agreement (2014 Local Issues)

#### MEMORANDUM OF AGREEMENT WARRICK OPERATIONS STANDARDS OF APPRENTICESHIP

#### A. OBJECTIVE

The purpose of this program is to establish and maintain high standards of workmanship through the development of skilled workers for Warrick Operations by definite standards of on-the-job training, supplemented by the required amount of related technical training and instruction. It shall be the policy of the Company that all Apprentices shall be employed and trained in accordance with these Standards of the Apprenticeship Agreement.

 During the 2010 local issues discussions the Union raised the issue of contracting-out bargaining work and the attrition factors associated with the craft departments at Warrick Operations. The Company agrees to continue the apprenticeship program in accordance with the Department of Labor accreditation. The company is committed to adequate training for journeyman and apprentices.

### B. QUALIFICATIONS FOR APPRENTICE APPLICANTS

- Must be authorized to work in the United States.
  - 2. Must be at least 18 years of age.
- 3. Must be physically capable of performing all duties of the craft.
- 4. Must be a high school graduate or have a diploma resulting from a General Educational Development test. In addition, all applicants must have successfully completed one (1) year of high school Algebra and one-half (1/2) year of Geometry or Trigonometry, or present proof of a post-secondary equivalent.
- 5. Must satisfactorily pass appropriate selection tests for the respective craft.
- During the 2006 Local issues discussions, the parties agreed that a Verbal Warning within the proceeding twelve (12) months will not be used in determining qualifications for the apprenticeship program.

#### C. APPRENTICE AGREEMENT

At the time an Apprentice enters the program, the Apprentice will be required to sign an agreement with the Company signifying his/her knowledge of these Standards of Apprenticeship and their application to the individuals as an Apprentice.

#### D. TERMS OF APPRENTICESHIP

The Warrick Apprenticeship is a three (3) year program. Each of these years shall consist of 52 normal workweeks. Regular vacation time, Jury Duty up to (10) days per year, and bereavement will be applied as time toward apprenticeship. Time away from the job such as: Red Card, work stoppages, disciplinary suspensions, leaves of absence, and lay-off will not be considered toward apprenticeship and will extend apprentices completion date by the same amount of time.

A probation period for any reason will extend the completion date by the same amount of time. If at any time during the first six (6) months the Company finds the Apprentice unqualified, or if the Apprentice elects not to continue, the Apprentice may be separated from the Apprentice Program. Notice of such action will be given to the local Union.

#### E. CREDIT FOR PREVIOUS EXPERIENCE

- 1. The Company may grant credit to any apprentice whose previous experience and/or training has paralleled this Apprentice Training Program. Such credit will be granted only after the Apprentice has demonstrated by test and job performance that his/her previous experience is equivalent to any that would have been received under these standards, and upon recommendation of the Apprentice's Training Coordinator. No more than 52 weeks credit will be allowed for previous experience.
- 2. Apprentices granted credit under this provision shall be paid the wage rate commensurate with the period to which the credit advances them after the previous experience has been proven.

#### F. SUPERVISION OF APPRENTICES

- 1. Apprentices shall be under the general direction of the Company's Training Coordinator during the entire Apprenticeship course and under the immediate supervision of the Unit Supervisor to which they are assigned.
- The Company will maintain adequate records to properly reflect the progress of Apprentices in the program.

#### G. RELATED TRAINING

- Apprentices will attend such formal classes and complete such related studies as the Company prescribes.
- 2. The Company will provide a copy of the tentative related training schedule to the Apprentice and the Union when the Apprentice enters the program. The Company will pay the cost of tuition and books for all required classes. Each apprentice attending classes not held on the plant site will be allowed four (4) hours pay at the straight time rate of pay as on expense allowance for each trip made to and from the school for classroom attendance.

An apprentice who attends classes while on a forced vacation or red card, with any restrictions reviewed and approved by the Company, will be paid four (4) hours pay at the straight time rate of pay as an expense allowance for each trip made to and from the school for classroom attendance. This shall not exceed one (1) trip allowance per day.

#### I. PERFORMANCE APPRAISAL

1. Each Apprentice shall be expected to exercise diligence and care in applying him/ herself to both shop work and related training. The Apprentice's total record of performance will be reviewed periodically by the Company.

2. An Apprentice may be placed in a probation period of up to six months as a result of failure to meet the necessary standards in related training or on-the-job training. The Apprentice may be allowed this extra time to bring his/her performance up to the necessary standards to qualify for a progression increase or be removed from the program.

#### J. TOOLS AND EQUIPMENT

Each Apprentice shall be required to have a set of tools that meet with the Company's approved tool list. These tools will be required upon entry into the Apprenticeship.

#### K. WAGES

- The rates of pay for Apprentices shall conform to the wage schedule set forth in the Common Job Wage Settlement.
- 2. Progression increases will be given at the end of each training period (6 months) as set forth in the settlement referred to in No. 1 above, provided the Apprentice (1) has worked the required number of weeks (refer to section D), and (2) has performed satisfactorily in both on-the job and related training.
- 3. An Apprentice whose performance in onthe-job and/or related training does not qualify for a progression increase may be held back one training period. (See I.2 Performance Appraisal.)

#### L. COMPLETION OF APPRENTICESHIP

Upon the satisfactory completion of an Apprenticeship under these standards, the Company will furnish the graduate with all certificates, cards, and associated paperwork as promptly as it is returned to the Company from the proper agencies.

#### M. RATIO

During the term of this Agreement, the ratio of Apprentices to Journeymen shall not exceed one (1) Apprentice to four (4) Journeymen per classification.

#### N. CONTINUITY OF EMPLOYMENT

The Company intends and expects to give the Apprentice steady employment, but reserves the right to lay the Apprentices off or curtail the Apprentice's working hours whenever conditions make this course necessary. Such layoffs will be made in accordance with the applicable provisions of the Master Agreement.

Apprentices who have had their training suspended because of these conditions will have the option of resuming their training before any additional Apprentices are employed in their craft.

#### O. ADVISORY COMMITTEE

The Union may appoint an Apprenticeship Advisory Committee to be made up of not more than one (1) representative from each apprenticeable craft. This Committee will meet with the Company from time to time, as necessary, for the purpose of advising or making recommendations concerning Apprentice training.

## P. MODIFICATION OF APPRENTICESHIP TRAINING

The training programs will be revised by the Company as conditions warrant, but it is not the intent to increase the number of formal related training classes or lower the quality of training in any way. The Union will be notified of any changes.

#### Q. COMPLAINTS OR GRIEVANCES

Any differences arising between the Company and the Union, as to the meaning or application of the terms of this agreement, shall be subject to the grievance procedure including arbitration.

Further, the Company agrees that any problems arising in application of agreements relating to Apprentices will first be referred to the Apprentice Committee composed of the following:

Company's Apprentice Training Coordinator Company's Department Representative Union's Departmental Apprentice Committeeperson Union's Apprenticeship Committee Chairperson

Should such problems not be resolved by the committee above, the grievance procedure will be followed and such grievance opened at the Third Step.

## R. APPRENTICE AGREEMENT AND SHIFT PREFERENCE

- Apprentices will be outside the coverage of the Shift Preference Agreement.
- 2. Apprentices will work alone as their level of progress makes such assignments practical.
- 3. The Company agrees to have an Apprenticeship Committee member present as an observer when Apprentice candidates are being interviewed for possible induction in the Apprenticeship Program.

#### S. VACATIONS

Off shift school hours will be included in the "average hours worked per week" for the purpose of computing vacation pay, subject to the limitation of hours imposed by Paragraph G. Article VII - Vacations of the Master Agreement.

Apprentice vacations will be scheduled separately from the scheduling of Journeypersons.

#### T. APPROVAL BY U.S. DEPARTMENT OF LABOR

This Apprenticeship Program has been approved by the U. S. Department of Labor Bureau of Apprentice and Training, and each Apprentice who successfully completes the program will be awarded a Certificate of Completion by the Bureau.

#### **U. PERIOD OF AGREEMENT**

This Agreement shall continue in effect for the duration of the Master Agreement except that either party may terminate the agreement upon thirty - (30) days notice, in writing, to the other party. This Agreement replaces and otherwise supersedes "Memorandum of Agreement, Warrick Operations - Standards of Apprenticeship" as amended, dated June 01, 2010, and any revision dated prior to the date on this agreement.

#### V. APPRENTICE REDUCTION AND RECALL

This is to confirm the understandings reached during 1996 Local Issues discussions regarding Apprentice reduction and recall.

Any time Apprentices, who have completed 18

months of training, are on lay off or reduced from their respective craft, they shall be recalled before any Craftpersons are hired for that craft.

 For the purpose of reduction of forces, Apprentices will be reduced out of the respective craft for which they are in training before any Craftpersons are reduced.

For the purpose of restoration of forces or recall, Craftpersons will be restored or recalled to their respective craft before any Apprentice are restored or recalled to their respective craft.

#### W. APPRENTICE RATE PROGRESSION

The three (3) year apprentice or training rate progression for apprentice program commencing after June 1, 2010, will be as follows:

#### **TRAINING PERIOD**

1	2	3	4	5		Proba- tionary*	Job Grade
14	15	16					16
14	15	16	17				17
14	15	16	17	18		14	18
14	15	16	17	18		15	19
14	15	16	17	18	18	16	20
14	15	16	17	18	18	17	21
14	15	16	17	18	18	18	22
14	15	16	17	18	19	19	23
14	15	16	17	18	19	20	24
14	15	16	17	18	20	21	25
14	15	16	17	18	21	22	26
14	15	16	17	18	22	23	27
14	15	16	17	18	23	24	28**
14	15	16	17	18	24	25	29
14	15	16	17	18	25	26	30
14	15	16	17	18	26	27	31

- \* Probationary rate applicable to newly hired journeyman for period not to exceed six months.
- \*\* Machinists who bid the Toolmaker classification shall remain at Grade 28 for 6 months and progress to Grade 29 for an additional 6 months before going to the classification rate of Grade 31.

#### MEMORANDUM OF AGREEMENT WARRICK OPERATIONS REPLACEMENT OF BROKEN OR STOLEN TOOLS

#### A. Replacement of Broken and Stolen Tools

During 1986 local negotiations, the Union proposed that the Company replace all broken or stolen tools.

The Company's policy is to replace tools broken due to misuse/modification under the specific directions of a Supervisor. The Company affirms its intention to continue this policy. (1968 Local Issues)

# MEMORANDUM OF AGREEMENT WARRICK OPERATIONS JOINT CONTRACTING OUT PROCESS GUIDING PRINCIPLES

**A.** A profitable and productive business is the foundation for employment security and growth opportunity. Effective participation in performance of work issues by knowledgeable representatives of management and the union is essential to the achievement of a location's performance potential and thus its profitability. In recognition of these important benefits to the employees and the business, the following guiding principles of the establishment of a joint, location specific,

business based contracting out process have been developed.

#### **GUIDING PRINCIPLES:**

#### 1. DATA AND INFORMATION

The joint contracting out process must function with as timely, accurate and complete data and information as is possible:

- a. Time schedules
- b. Man/hours by craft and/or job classification
- c. Overtime levels
- d. Human resources allocation
  - (i) Job security
  - (ii) Layoff
  - (iii) Hiring
  - (iv) Adequate manpower
  - (v) Support services
- e. Cost information including proposed contractor contract language
  - f. Special project criteria
- g. Priority & sequence including emergency situations
  - h. Time schedule changes
  - i. Location operating plan information

#### 2. FACTORS:

The following specific factors must be considered for proper analysis:

- a. Optimum utilization of in-plant forces should be a priority with the committee
  - b. Job Security.
  - c. Need to hire.
  - d. People on layoff.
  - e. Equipment availability- leasing? -purchase?
  - f. Technology and/or unique skill requirements.
  - g. Warranty work.
  - h. Legal and/or regulatory requirements.
- i. Repair and maintenance and/or capital work is to be considered under this process.
- j. Shelf items; i.e., items available from a supplier's inventory/catalogue as a stock item and not made for sole sources sale or from blueprints supplied by the company.
  - k. Bargaining unit/contractor decision criteria.

#### 3. SAFETY:

Safety must be given priority consideration by the committee:

 a. Contractor and in-house employees must be held to the same safety standards and requirements for the same work.

#### 4. REVIEW/EVAI UATION:

The following elements should be considered in the joint review/evaluation process:

- a. Data analysis.
  - (i) Computer services
  - (ii) Programs
  - (iii) Data bases
- b. Quality measurements.
- c. Accuracy of information.
- d. Ongoing review process.
- e. Performance measurements.
  - (i) In-house
  - (ii) Contractor
- f. Control procedures.

#### 5. FINANCIAL PLANNING:

Location financial planning and budgeting information must be considered for long term work forecasting:

- a. Investment criteria (Return on Investment ROI).
  - b. Capital budget.
  - c. Maintenance budget.
  - d. Business forecasts.

#### 6. COMMITTEE PROCESS:

The joint committee must consider and determine the specifics of its own process:

- Procedures.
- b. Function.
- c. Joint structure.
- d. Communication.
- e. Internal/external resources

#### 7. LOCATION:

In all cases the contracting out process must address the specific needs of the location it serves.

#### 8. HUMAN RESOURCES:

The joint process should ensure that the following human resources activities are adequate to support the work forecast:

- a. Apprenticeship programs/training.
- b. Support staff.
- c. Adequate manpower/hiring.
- d. Overtime levels.

#### 9. DISPUTES:

The joint committee should establish

appropriate problem solving procedures for handling disagreements or disputes arising under the process prior to activation of the parties' contractual remedies; i.e. grievance procedure, 5-day notice, etc.

- a. Individual work performance decisions.
- b. Process review and adjustment.

#### **B. LOADING OF EQUIPMENT ON RAIL CARS**

Loading of rail cars will be performed by Warrick's bargaining unit employees, provided there is equipment at Warrick to perform the work. Any exceptions to this provision will be discussed with the Union prior to the performance of the work. (1974 Local Issues)

#### C. UNLOADING RAIL CARS

Unloading of rail cars will be performed by Warrick's bargaining unit employees, providing there is equipment at Warrick to perform the work. Any exception to this provision will be discussed with the Union prior to the performance of the work. (1974 Local Issues)

#### D. MOWING

Beginning with the 1974 mowing season,

the field north of Building No. 1 will be mowed by Warrick's bargaining unit employees. (1974 Local Issues)

#### E. ROAD MAINTENANCE AND CLEAN UP

The plant access road from Route 66 into the plant will be maintained by Bargaining Unit employees. This maintenance will include mowing; road patching; clearing of snow and ice and trash pickup on the road and road shoulders. (1977 Local Issues)

#### F. ELECTRIC MOTORS, ELECTRIC STARTERS, GENERATORS Mm HYDRAULIC CYLINDERS

A joint Company-Union committee will be formed to investigate the economic feasibility of assigning Warrick Operations' Bargaining Unit employees to the repair of the equipment listed above. (1977 Local Issues)

## G. MAINTENANCE OF AMBIENT AIR MONITORING STATIONS

The maintenance of air conditioning; heating facilities and structures, (such as weather towers) of Station P-I, P-2, P-3 and P-5, will be assigned to Warrick's Bargaining unit personnel. Maintenance of the ambient 502 sampling systems will be performed

by the Environmental Control Division and Lab personnel. (1977 Local Issues)

#### MEMORANDUM OF UNDERSTANDING WARRICK OPERATIONS NON-TRADITIONAL WORK

In recognition of the Union's concerns around employees selected for voluntary, non traditional work assignments, and in recognition of the need for the Company to compete effectively in a global environment the parties (United Steelworkers, Local 104 and Alcoa, Inc., Warrick Operations) enter into the following agreement concerning the use and value of bargaining unit employees in non-traditional work assignments.

The types of assignments contemplated under this agreement may include, but are not limited to, assignments as facilitators, assignments on safety-related projects, assignments on quality improvement and process control projects, projects involving new or unique technology, and other similar beneficial projects.

The following conditions will apply to assignments covered under this agreement 1.

1. Notification of the Company's intentions for such assignments shall be forwarded, in writing,

to the Business Agent and to the appropriate Area Negotiating Committee Representative.

#### This notification shall include:

- a. A description of the intended duties involved
- b. An estimate as to the duration of the time involved.
- c. A list of qualifications needed to perform the task that is anticipated.
  - d. Expected shift and work schedule.
- 2. After such notification, upon request by either party, discussions for purpose of clarification and mutual understanding will be held following any discussions as required, notice of the opportunity will be posted in the affected department for a period of four (4) working days. Employees must sign the notice to indicate their interest in the opportunity (employees on vacation would be handled as for any other job notification procedure).
- 3. Following such posting period, the department management and the department Union Committee Representative will mutually select employees for such assignments, based on the expertise required for the assignment. Upon request by either party, a member of the Negotiating Committee or other appropriate union representative may also be involved in the mutual selection process.

- 4. Assignments of a plant wide nature will be posted in accordance with the procedure outlined above, and selections will be conducted mutually by the Company and the Union President and/or Business Agent, or a member of the Bargaining Committee, based on the expertise required for the assignment. Other appropriate union representatives may be involved in the selection process.
- 5. For the candidate selection, both parties recognize the value of affirmative action and Equal Employment Opportunity, and of compliance with the Americans with Disabilities Act and with the Labor Agreement regarding issues of Non Discrimination (Article XV).
- 6. Any of the selection processes described herein may involve testing as necessary, based on requirements of the job. Such needs will be communicated during the notification, and interviewing procedures.
- 7. Assignments will be of a stated duration with an opportunity to renew the arrangement as may be appropriate to the assignment.
- Employees involved in such assignments will be considered as remaining within their regular classification in their home department for the

purposes of vacations, seniority accumulation, bidding rights, and layoff and recall rights, In the event of a layoff or recall, except by mutual agreement, there will be no application of Article XII, Paragraphs A and/or B, "Exceptions to the Application of Seniority," for purpose of retaining the employee in the non-traditional assignment.

- 9. Employees involved in such assignments will be paid their regular rate of pay for the duration of the assignment.
- 10. Overtime in the non-traditional assignment will be minimized. When overtime is required in the non-traditional assignment, charges will be recorded in the same manner as any other overtime worked in the employee's regular classification. Otherwise, the employee will be offered overtime opportunities in his/her regular classification in accordance with the provisions of the overtime agreement(s) or quidelines in effect in his/her dc-went.
- 11. Employees selected for such assignments will be permitted to return to a traditional assignment within their regular classification upon request. Such return will not be unreasonably delayed. If an employee is unable to perform the duties in a satisfactory manner, he/she will be returned to a regular assignment. Such a return will he discussed in advance with the appropriate Union officials.

- 12. It is understood and agreed that such assignments will in no way establish, expand or diminish jurisdiction of work within a particular bargaining unit classification or between bargaining unit and non-bargaining unit employees.
- 13. Any deviation from this agreement or the master agreement will require that a separate agreement be established beforehand.
- 14. This agreement may be canceled by either party giving notice to the other in writing of its intent to cancel the agreement in ninety (90) days. Prior to the cancellation notice being served, the parties agree to discuss reasons for such action and seek reasonable solutions. (1996 Local Issues)

## CENTRAL MAINTENANCE ELECTRICAL AND MECHANICAL PROJECT WORK

Evaluating Electrical and Mechanical Maintenance Project Work - Smelting, Ingot and Fabricating Classifications vs. CMS

- 1. Prior to a planned project being moved to CMS, it will be reviewed within the department with the appropriate stewards and assistance will be provided if requested.
- 2. If the staffing needs change due to schedules and/or outages, for example, and the area craft

workload changes, work previously sent to CMS can be reviewed and brought back.

- If at any time, department union stewards desire to review the work sent to the CMS classification, the department management will meet for such review.
- 4. Final determination of who shall perform work rests with the department management. Small scope jobs will be decided by the end of the day. Decisions on large scope jobs may take up to three (3) days. Emergency situations may or may not fall under this process.

# CENTRAL MAINTENANCE SERVICES (Electrician Specialist) OUT-OF CLASSIFICATION OVERTIME AGREEMENT

Alcoa, Inc., Warrick Operations, and the United Steelworkers, Local 104, pursuant to Article II, Section 3, of the Labor Agreement, agree that in the application of Article VI, Section 15 a, the following will apply.

1. When Central Maintenance Electrician Specialists supplement personnel in another classification in the Electrical Department, they will be offered overtime after the area classification where the work is being performed has been exhausted for overtime according to the appropriate overtime agreement.

- 2. If area maintenance supervision turns a project over to the Central Maintenance Electrician Specialist classification, the overtime on the project would be offered to the CMES classification. If the CMES classification is exhausted for voluntary overtime then the voluntary opportunities will be offered to the classification where the project is being performed. Once that classification is exhausted for voluntary overtime then the CMES classification can be compulsory forced to fill the remaining opportunities. This is the procedure that. in general, will be followed with the understanding that there, on occasion, will be exceptions to such procedure. Such exception will be for the reasonable cause, and the Company is willing to accept the "burden of proof" as to such reasonable cause.
- 3. When a project that was originally started by the Smelting, Ingot, or Fabricating Electrician Specialist classification, is turned over to the CMES classification (or vice versa), the overtime is also turned over to that classification.
- 4. When a project that has been installed by CMES personnel reaches the commissioning stage, project ownership becomes less obvious. Once limited production begins, project ownership and overtime, transfers to the area classification where the project is being performed. There may be exceptions to this and the parties will discuss any

issues on a case-by-case basis and work toward appropriate solutions.

This agreement may be canceled with 30 days notice, in writing from one party to the other. (2010 Local Issues)

#### GENERAL MECHANIC OUT-OF-CLASSIFICATION OVERTIME AGREEMENT

Alcoa, Inc., Warrick Operations, and the United Steelworkers, Local 104, pursuant to Article II, Section 5. of the Labor Agreement, agree that in the application of Article VI, Section 15 a., the following will apply:

- 1. When Central Maintenance General Mechanics supplement personnel in another classification in the Mechanical Department, they will be offered overtime after the area classification where the work is being performed has been exhausted for overtime according to the appropriate overtime agreement.
- 2. If area maintenance supervision turns a project over to the Central Maintenance General Mechanic classification the overtime on the project would be offered to the CMGM classification. If the CMGM classification is exhausted for voluntary overtime opportunities then the voluntary opportunities will be

offered to the classification where the project is being performed. Once that classification is exhausted for voluntary overtime then the CMGM classification can be compulsory forced to fill the remaining opportunities. This is the procedure that, in general, will be followed with the understanding that there, on occasion, will be exceptions to such procedure. Such exception will be for the reasonable cause, and the Company is willing to accept the "burden of proof" as to such reasonable cause.

- 3. When a project that was originally started by the Smelting, Ingot, or Fabricating General Mechanic classification is turned over to the CMGM classification (or vice versa), the overtime is also turned over to that classification.
- 4. When a project that has been installed by CMGM personnel reaches the commissioning stage, project ownership becomes less obvious. Once limited production begins, project ownership and overtime transfers to the area classification where the project is being performed. There may be exceptions to this and the parties will discuss any issues on a case-by-case basis and work toward appropriate solutions.

This agreement may be canceled with 30 days notice, in writing from one party to the other. (2010 Local Issues)

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