## 2016 Proposed Contract COMPARISON OF CHANGES with 2012-2016 Contract

## HarbisonWalker International, South Shore, KY Plant and United Steelworkers Union Local 133

## **Proposed Contract as of October 7, 2016**

For purposes of clarity, new proposal revisions to names, dates or other factual terms have not been included on this document. The following document is for comparison purposes only and does not include comparison of sections where tentative agreement has already been reached.

"TA" denotes TENTATIVE AGREEMENT REACHED.

	ARTICLE	PROPOSED NEW CONTRACT LANGUAGE	2012-2016 CONTRACT
C-1	Cover Page	The Company proposes that this language remain as written in the present contract except for appropriate <b>date</b> & <b>name</b> changes.	
		The Company proposes a three (3) year Agreement.	
		Change any references from "North American Refractories (NARCO)" to HarbisonWalker International, Inc.	
C-2	Table of	TA April 14, 2016	
TA	Contents		
		The Company proposes that this language remain as written in the present contract except for appropriate <b>date &amp; subject</b> changes.	
C-3	Agreement	TA April 14, 2016	
TA			
		The Company proposes that this language remain as written	
		in the present contract except for appropriate <b>date</b> changes,	
		<b>name</b> changes and <b>names</b> of the parties part of the negotiation process.	
C-4	ARTICLE I	TA April 14, 2016	
TA	Intent and	<b></b>	
	Purpose	The Company proposes that the masculine gender, where	
	Sub-section B.	identified, be changed to employee, supervisor, person, their,	
		etc.	
C-7,	ARTICLE VI	TA as part of package with U-1 on February 25, 2016	
U-1 <b>TA</b>	Seniority	The Doubles sense to me different many Constitutions	
IA	Sub-section C.	The Parties agree to modify paragraph C. as follows:	
		Contracting Out of Bargaining Unit Work:	
		C. The Company agrees that no outside agency/contractor	
		will be used to perform bargaining unit work if there are	
		employees on the recall list that are capable of performing	
		the work in the necessary timeframe. The Company	
		further agrees that if there are employees on the recall list	
		the Maintenance department must be fully staffed while	
		the work is being performed.	

		In the event that the Employer determines the need for certain work to be performed by an outside agency/contractor, the Employer will provide advanced written notice of its intentions to the Local Union President. The Employer shall provide the Union in writing, the nature of the work that needs to be performed, the date the work needs to be started and the date of anticipated completion.	
		Notification will be made to the Local Union President in writing, as soon as practicable. In the event that the Local Union President requests a meeting to discuss the matter, the Employer will make itself available within forty-eight (48) hours of the request being submitted. During such meeting the Union will present its reasoning as to why the work should be performed by bargaining unit employees. In the event that the Union provides reasonable evidence that such work can be performed by bargaining unit employees, the Employer will give full consideration to the facts presented by the Union.	
		In the event the work is performed by an outside agency/contractor, the Union reserves the right to file a grievance.	
C-8 <b>TA</b>	ARTICLE VI Seniority	TA on March 10, 2016	
	Sub-section D.3	The Parties agree to modify paragraph D.3. as follows:	
		"(3) If the employee does not return to work after layoff within seventy-two (72) hours after receiving notification to return. However, with Plant Manager approval, a recalled employee may be granted up to seven (7) calendar days to return."	

C-	ARTICLE VI	TA on March 10, 2016	
10	Seniority	1 A on watch 10, 2010	
<b>TA</b>	Sub-section K.	The Deuties some to modify Section V recording temporary	
IA	Sub-section K.	The Parties agree to modify Section K. regarding temporary	
		employees:	
		V. For the first and hand described (120) and a damped	
		K. For the first <b>one hundred twenty (120)</b> calendar days of	
		employment, all employees shall be considered to be	
		temporary employees without seniority status. Rehired	
		employees who have been previously employed within a six	
		month period and who have not completed their probationary	
		period shall have such period(s) of prior employment credited	
		toward completion of the <b>one hundred twenty</b> (120) calendar	
		days probationary period. For employees whose probationary	
		period covered uninterrupted employment the date of hire	
		shall be the date of seniority. For employees whose	
		probationary period covered interrupted employment during	
		the six month period, the date of last rehire shall be the date	
		of seniority. The respective waiting periods for insurance,	
		pension and layoff benefits shall count the time on probation,	
		including the time worked with the Company prior to the last	
		rehire date in the case of individuals rehired within the six	
		month period, but specifically excluding the time not worked	
		with the Company. Summer employees who are hired	
		between May 15 and September 15 as temporary vacation	
		relief employees shall have a sixty (60) work day probationary	
		period.	
C-	ARTICLE VI	TA on February 22, 2016	
12	Seniority		
TA	Sub-section N.3	The Parties agree to Add the following to Sub-section N.(3):	
		"With the exception of those jobs listed below, all other	
		jobs, when laying off or recalling employees back from	
		layoff, the Company will layoff/recall, by seniority, and	
		place the employee(s) in the required job assignment. A	
		five (5) day training period will be provided. A basic	
		refresher course will be given to familiarize the employee	

		with any changes (engineering, quality checks, paperwork, etc.) that may have taken place on the job. It is expected that the employee can perform the basic requirements of the job in a satisfactory level of competence with little or no supervision by the end of the five (5) day training period. If after the five (5) day period the employee is deemed not capable of performing the basic requirements of the job with little or no supervision, the employee may be disqualified."	
C- 13	ARTICLE VI Seniority Sub-section N.10	The Company proposes to modify Section N.10 to read as follows:  "De-minimis work of less than thirty (30) minutes is not considered an assignment. De-minimis work can be assigned during the workweeks, weekends and holidays. De-minimis work is identified as unplanned/unexpected work.	Proposal increases de-minimis work from 15min to 30min.  10) There shall be no day-to-day bumping. An employee shall have the right to bump only when his job is discontinued, when he is laid off for two (2) or more working days in any workweek or he is bumped by another employee, except in the case of (11) below. A job shall be construed as discontinued when it is not scheduled for ten (10) consecutive work days. If an employee is needed on a new job, or if an extra employee is needed in an established classification and there is no employee in the plant with the right to return to said classification, the Company may make an assignment one day during each workweek without being required to post a bid. De-minimus work of less than 15 minutes is not considered an assignment. De-minimus work can be assigned during the workweeks, weekends and holidays. If assignments to a job exceed ten (10) accumulative days within a rolling 60-day period, or if the assignment is expected to last or lasts in excess of ten (10) consecutive days, the Company will fill the job by posting a bid.  If for any reason a bid job is not scheduled or if work runs out on the bid job then the employee on the bid job shall revert to the labor pool for a period not to exceed ten (10) working days. The above mentioned ten (10) consecutive days shall not be deemed to be broken unless the job has been worked four (4) hours during an eight (8) hour shift. During this 10-

			day working period the employee will perform such work as is assigned by the Company and he shall receive either his own rate of pay (that which he earned on his bid job) or the rate of pay of the job to which he is assigned, whichever is higher. If his bid job does not open up as defined in paragraph (7) above, within ten (10) consecutive working days the employee shall exercise his bumping rights as set forth in paragraph (9) above and in accordance with paragraph (13) below. However, if assigned work runs out then an employee who has reverted to the labor pool may exercise bumping rights immediately. This provision of the agreement does not guarantee employees forty (40) hours of work per week but provides that employees with the greatest seniority shall have the opportunity to perform whatever work is required.
C- 14	ARTICLE VI Seniority Sub-section (New)	The Company proposes a <b>new</b> sub-section to Article VI to address Committee time off for collective bargaining.  New sub-section ( _ ). "The Company agrees to grant unpaid time for up to five (5) identified members of the union negotiating committee for time necessary to prepare for and negotiate a new collective bargaining agreement. To avoid an adverse impact to plant operations, the union will notify the plant manager at least forty-eight (48) hours in advance of the need to excuse the employee and the anticipated duration of absence.	Proposal shares in the cost-sharing for negotiation preparations/execution. Current practice is to pay union negotiation committee members for all hours worked during negotiations while having to backfill for their absences.
C- 15	ARTICLE VI Seniority Sub-section (New)	The Company proposes a <b>new</b> sub-section to Article VI. To address temporary hires:  New sub-section ()  Nothing in this Agreement shall preclude the Company from hiring up to ten (10) temporary service employees, for up to ninety (90) days during any calendar year. No such temporary service employee shall be hired or	Proposal grants option to hire temporary employees during fluctuations in volume without having permanently add to headcount which would impact cost-per-ton to produce.

retained for greater than ninety (90) days during any calendar year.

No temporary service employee(s) shall be hired or retained while regular full time or probationary employee(s) are on layoff. The Company shall notify the Union in writing in advance when such temporary service employee(s) will be hired. Any employee who is not designated by the Company in advance of their employment as a temporary service employee and notice is not properly delivered in advance to the Union, shall be deemed a full time probationary employee as set forth in the applicable provisions herein. Temporary service employees shall be required to comply with all employment requirements as is required of a probationary employee hired.

Temporary service employees are ineligible to bid and are not eligible for overtime. Designated temporary service employees shall be hired at the probationary employee starting rate, and shall not be eligible for benefits (i.e. medical, pension, 401(k), vacation, holidays, funeral leave, etc.). The parties agree the use of temporary service employees shall not be utilized to circumvent the intent of the Agreement to fill regular full time position(s) through the bid procedure. It is agreed that the Company may utilize temporary service employees to perform necessary available work up to ninety (90) days in a calendar year. Such employees may be discharged as may be exclusively determined by the Company.

Any temporary service employee who is hired to regular full time employment shall have time worked credited toward the probation requirements and shall have their seniority credited to their original date of temporary service employment.

C-	ARTICLE VII	TA on March 18/19, 2016	
16	Wages, Hours of		
TA	Work, Overtime and Allowed	The Parties agree to change the date in Article VII Subsection A.(4) to reflect December 16 of the last full year	
	Time	of the next collective bargaining agreement.	
	Sub-sections	Evenuelar If the coming tion of the west CDA is March 16, 2010	
	A.1, A.2, A.3, A.4	Example: If the expiration of the next CBA is March 16, 2019, then the provision above would be in effect through December	
		16, 2018	
C- 17	ARTICLE VII Wages, Hours of Work, Overtime and Allowed Time Sub-section B.	The Company proposes to add the following to Section B.:  "The Company reserves the right to schedule shifts or individual jobs to start either up to two (2) hours before or after the normal starting times based upon operation needs. The purpose of this section is to ensure the flexibility of the scheduling of shifts. It is not Management's intention to exploit the flexibility under this section.  The scheduling of shifts under this provision will be in accordance with the weekly manpower posting. No more than ten (10) employees will be subject to this alternate schedule language for any given work week."	B. For the purpose of computing the pay of employees, the normal work day shall be eight (8) hours and the normal workweek shall be forty (40) hours. The normal workweek shall begin at 7:00 A.M., Monday, and end at 7:00 A.M. the following Monday. Shifts scheduled to begin prior to 7:00 A.M. on Monday will be considered as Monday work and shall be calculated as such for pay purposes. Payment of shift premium and/or other premium payments, shall be governed by the starting time of the shift. Nothing herein shall be construed as a guarantee or a limitation of hours of work per day or per week or days of work per week. On jobs that are scheduled to work all three (3) shifts, those shifts shall consist of eight (8) hours each for the affected operations.  Pre-shift overtime on Monday, four hours or less, shall be paid as a Sunday premium or overtime premium and reflected as Sunday time.
			Pre-shift overtime of four hours or less on Monday, shall not be used in the calculation of the seventh (7th) consecutive day.

C-	ARTICLE VII	The Company proposes to <b>delete</b> Section V. and replace with	Proposal helps address issues of wages being 20% above
18	Wages, Hours of Work, Overtime	the following:	market without taking anything away from current employees.
	and Allowed	New employees hired after March 16, 2016, will be paid	emptoyees.
	Time	at the following New Hire Progression scale:	V. New employees will be paid \$3.00 less than the rate of
	Sub-section V.		the job they are performing for the first year of
		First twelve (12) months following hire date: \$5.00 less	employment; \$2.00 less than the job they are performing
		per hour than the rate of the job they are performing.	for the second year; and \$1.00 less than the job they are
		12-24 months following hire date: \$4.00 less per hour	performing for their third year of employment.  Thereafter, they will receive the regular rate of the job
		than the rate of the job they are performing.	they are performing.
		than the face of the job they are performing.	they are performing.
		24-36 months following hire date: \$3.00 less per hour	
		than the rate of the job they are performing.	
		26 48 months following him dates \$2.00 logs non hour	
		36-48 months following hire date: \$2.00 less per hour than the rate of the job they are performing.	
		than the rate of the job they are performing.	
		48-60 months following hire date: \$1.00 less per hour	
		than the rate of the job they are performing.	
		(0 months following him date: Deculor rate of the ich	
		60 months following hire date: Regular rate of the job they are performing.	
		they are performing.	
		Such reductions will not apply to the following	
		classifications:	
	A DELCT E VIII	Electrical Tech Grade 2 #003    Till Grade 2 #003	
C- 22	ARTICLE VIII Holidays	The Company proposes to <b>delete</b> para. B.(e.) and <b>modify B.2.</b> to read:	Proposal clarifies requirements to receive holiday pay.
22	Sub-section B.2	to read.	B. Holiday pay shall not be given to employees who:
	3.2	B2. "Are scheduled to work on the day immediately before	
		and immediately after a holiday and do not report for	(1) Are scheduled to work on a holiday and do not report
		work or do not work their full scheduled shift unless the	for work.
		employee receives an excused absence for the day	(2) Are scheduled to work on the day immediately before
			and/or immediately after a holiday and do not report for work,

		preceding and the day following said holiday. An excused absence will be granted for any of the following reasons"	unless the employee receives an excused absence for the day preceding and the day following said holiday. An excused absence will be granted for any of the following reasons:  (a) Employee has been directed not to work or is unable to work because of an industrial accident or illness;  (b) Employee has personal illness; however, the Company may require medical proof to establish this fact;  (c) Employee has death in the immediate family, which includes spouse, children, mother, father, brothers, sisters, present mother-in-law and present father-in-law; brother-in-law, sister-in-law, grandparents, grandchildren;  (d) Employee is serving as a juror in any legally constituted civil court;  (e) Employee has other good and valid reasons for being absent on the day before and/or after a holiday and reports to the Company in person or by telephone during his regular shift on said day to explain why he cannot work on the day before and/or after the holiday.
C- 26	ARTICLE IX., B. Vacations	The Company proposes to <b>modify</b> Sections B. to eliminate reference to the vacation bonus.	B. Vacation pay, as shown in the above schedule, shall be the indicated percentage of the employees total wages earned with the Company during the calendar year prior to the vacation year excluding only non-wage items such as suggestion award payments, educational aid reimbursements, layoff benefit payments, insurance plan payments, and social security benefits.  Total vacation bonus in addition to the vacation pay percentages shown in the aforementioned schedules, shall be as follows:  For 1 Week of Vacation \$100.00 For 2 Weeks of Vacation \$125.00 For 3 Weeks of Vacation \$150.00 For 4 Weeks of Vacation \$175.00

			For employees who are on occupational disability for 90 or more consecutive calendar days, the vacation pay in the following year shall be calculated as a percentage according to the table above, or they shall be paid their straight-time rate for the number of hours of their vacation entitlement, whichever is greater.  Those employees eligible for vacation shall be paid their entire vacation bonus at the time their first week of vacation is scheduled.  Those employees eligible for vacation shall receive proportionate pay for each week taken at the time vacation week(s) is taken. This is in addition to the bonus payment under the paragraph above.  Employees with one (1) or two (2) years of service, and employees whose third year service anniversary occurs later than July 1, will be eligible for vacation on their anniversary date or at the time of the shutdown, if applicable. Employees with three (3) or more years of service as of July of the year may take their vacation at any time during the vacation year, subject to paragraph E and F of this article. An employee whose vacation entitlement will increase during the year will not be paid for the additional vacation until the date of their vacation.
C- 27	ARTICLE XVII Company Rules	The Company proposes to delete the second half of the sentence:  Delete: "but if any changes are necessary they shall be made by mutual agreement between local management representatives and the local Union Committee."	Proposal would give back a management right that was bargained away in the past. Because the employer bears the responsibility and liability, it should not have to negotiate over what work rules employees must follow. Union still maintains legal right to grieve the reasonableness of the work rule.
			The Company rules as shown in the agreement shall remain in effect along with the details of administering the rules in a

			uniform and equitable manner, but if any changes are necessary they shall be made by mutual agreement between local management representatives and the local Union committee.
C- 28	ARTICLE XVIII Insurance & Pension Sub-section A.	The Company proposes to modify Sub-section A. and delete Memorandum of Understanding Between North American Refractories Company and USW on Behalf of Local 133-South Shore, KY Plant on page 94 replace with the following:  The NARCO Hourly Pension Plan for South Shore employees ("Plan 002") as filed and approved by the IRS in the Company's 2015 Plan determination filing will continue during the term of this Agreement with the following modifications:  • New employees hired after March 17, 2016 will not be eligible to participate in the NARCO Hourly Pension Plan (Plan 002) mentioned in this Article XVIII. Effective upon ratification, new hires would be eligible to participate in the HarbisonWalker International 401(k) savings plan with a 25% match up to the first 6%.  • Plan 002 will continue the Early Retirement Program for employees hired prior to March 16, 2012 who have 30 or more years of service as defined under the current Plan 002. The specific provisions of the Early Retirement Program for those who have 30 or more years of service are the following:  1. No early retirement reduction factors will apply during this time period.  2. Eligible employees may choose any of the optional forms of pension payment as provided for under Plan 002.	A. The present NARCO Pension Plan for Hourly Employees and Life Insurance Plan, including the improvement made on January 1, 1957, and October 11, 1975, will continue in effect for the duration of this agreement. Effective 3/17/91, service requirement hours are reduced from 1800 hours to 1000 hours. The Company will provide a copy of the updated pension accruals on an annual basis in May of each year.

		<ul> <li>The Level Income Option at retirement, if selected, shall be the benefit calculated under approach (1) or (2) below that results in the greater present value benefit at commencement age:</li> <li>The benefit accrued from date of hire through December 31, 2016, converted to the Level Income Option based on the provisions of the plan as of such date, where the increase in the amount of pension payable prior to the commencement of old-age benefits is the amount of the old-age benefit multiplied by a factor equal to 100% less .2% (i.e002) for each calendar month by which the pension commencement date precedes the old-age commencement date.</li> <li>The benefit accrued from date of hire through termination converted to the Level Income Option based on the minimum assumptions required by law the assumptions described under section 417(e)(3) of the Internal Revenue Code, where the increase in the amount of pension payable prior to the commencement of old-age benefits is determined using the "Applicable Mortality Table" and the "Applicable Interest Rate" as defined in Article I. Section 1.2 of the current Plan 002.</li> </ul>	
		Article I, Section 1.2 of the current Plan 002.	
		<ul> <li>New employees hired after March 17, 2016 will no longer be eligible for retiree life insurance effective upon the ratification of this Agreement.</li> </ul>	
C-	ARTICLE	TA April 14, 2016	
29 <b>TA</b>	XVIII Insurance &	The Company proposes to <b>modify</b> the 1 <sup>st</sup> sentence in Sub-	
IA	Pension	section B. with appropriate date changes.	
	Sub-section B.	711 11 8	
C-	ARTICLE	TA April 14, 2016	
32	XVIII		

TA	Insurance &	The Company proposes that this language remain as written	
	Pension	in the present contract except for appropriate <b>date</b> changes.	
	Sub-section F		
	and F(1)		
C-	ARTICLE	Company proposal of October 7, 2016	F. Retiree medical benefits shall continue to be offered to
33	XVIII		Retirees who retired prior to March 17, 1996 under the terms
	Insurance &	ARTICLE XVIII. INSURANCE AND PENSION	of their respective collective bargaining agreements.
	Pension	PLANS	
	Sub-section		The Retiree Medical Program shall continue to be offered to
	F.(6)	F. Retiree medical benefits shall <b>only be offered</b> to Retirees	Retirees who have retired under the agreements effective
		who retired prior to <b>November 1, 2016.</b>	March 17, 1996, March 17, 1999, March 17, 2002 and <b>March</b>
			17, 2007 and who retire in the future under the following
		Retiree medical benefits shall continue to be offered to	rules:
		Retirees who retired prior to March 17, 1996 under the terms	(6) Contributions, if any, for the Retiree Medical Program
		of their respective collective bargaining agreement.	will begin January 1, 2008 and will be updated each
			January 1 <sup>st</sup> based upon Attachment B. If contributions are
		The Retiree Medical Program shall continue to be offered to	required they will be paid monthly and required to be paid
		Retirees who have retired under the agreements effective	either via ACH from the retiree's bank account or
		March 17, 1996, March 17, 1999, March 17, 2002, March 17,	deducted from their NARCO Pension Plan for Hourly
		2007, March 17, 2012 under the following rules:	Employees monthly payment.
		(1) Retiree shall, for purposes of this Section of the	
		agreement be defined as an employee who has retired under	
		the "Normal Retirement", "60/30 Retirement", "Voluntary	
		Early Retirement (60/20)" and the "30 and Out" provision	
		between March 17, 1996 and March 17, 2012 and "Disability	
		Retirement" provisions of the NARCO Pension Plan for	
		Hourly Employees.	
		(2) Retiree shall be eligible to cover his/her spouse and	
		eligible dependents as defined under the plan agreement so	
		long as they are enrolled at the time of the Retiree's retirement	
		date. Spouses and dependents cannot be added after the	
		retirement date of the Employee. A retiree may remove a	
		spouse or covered dependent at any time. Once they are	
		removed they are no longer eligible for coverage in the future.	
	l	Temoved they are no longer engine for coverage in the future.	

- (3) Retirees and any covered dependents eligible for Medicare are required to enroll in Part B of Medicare so that such coverage will be effective at the earliest date possible.
- (4) The Company will provide retirees and spouses eligible for and enrolled in Part B of Medicare a "carve out" program predicated upon the level coverage provided to retirees in Attachment A excluding the Prescription Drug Program Provided by Caremark or as updated based upon Attachment B.
- (5) The Company annual contributions to such Program will be capped at the following levels:

	Annual Company Contribution/ Enrolled person
Non-Medicare eligible	\$6,000
Medicare eligible	\$4,500

- (6) Contributions, if any, for the Retiree Medical Program will begin January 1, 2008 and will be updated each January 1<sup>st</sup>. If contributions are required they will be paid monthly and required to be paid either via ACH from the retiree's bank account or deducted from their NARCO Pension Plan for Hourly Employees monthly payment.
- (7) In the event that a Federal or State Health Plan is enacted providing Retiree Medical Insurance benefits and cost sharing formulas similar in nature to those detailed in this Agreement, then the coverage previously agreed to as well as the cost sharing features outlined in this Agreement shall be adjusted and modified to avoid duplication of benefits. It is further agreed that if a governmental Health Plan is established, the Company and the Union will meet for the purpose of deciding the impact of such legislation on the provisions of health benefits and if necessary, making modifications to comply with the law and decide how to take full advantage of compliance with the law.
- (8) New employees hired after March 16, 2012 will not be eligible for the Retiree Medical Program referred to above.

# ATTACHMENT B POST MARCH 16, 1996 RETIREE MEDICAL PROGRAM SCORECARD

#### Section A. Introduction

The parties agree to limit the cost of the Company's obligation for Benefits for Retirees as described below.

#### Section B. Definitions

- 1. Retirees- all individuals represented by the USW at NARCO's South Shore, KY facility, who retired from the Company after March 17, 1996 with eligibility to receive Benefits as defined in Article XVIII Insurance & Pension, Section F.
- 2. Participants- all those Retirees receiving Benefits at any point in time.
- 3. Participant Share- the share of the cost of the Benefits paid by the Participants in accordance with the procedure below.
- 4. Per Participant Obligation- The following amounts times the Number of Participants:

Pre-Medicare Number of Participants - \$6,000 Medicare Eligible Number of Participants - \$4,500

5. Additional Annual Company Obligation – The Additional Annual Company Obligation shall consist of the following:

Within 45 days of the end of each measurement Period, any funds received from the U.S.

Government under Medicare Part D Subsidy Program, which the parties shall fully cooperate to maximize.

The Parties agree that any funds received from the Government under Medicare Part D Subsidy program will be the net after 35% tax.

- 6. Additional Annual Company Obligation Account The Additional Annual Company Obligation Account shall consist of:
  - a. the accumulated balance of Additional Annual Company Obligation;
  - b. fifty percent of any monthly Gain sharing payout to the Active Hourly employees;
  - c. minus any uses of those Obligations by the Union in accordance with Section-C, Subsection 2 below.
- 7. Shortfall the amount by which, within any Measurement Period, the actual cost of Benefits exceeds the Per Participant Obligation.
- 8. Benefits the Medical Program.
- 9. Participant Number The number of participants in each of the categories (i.e. Pre-Medicare and Medicare Eligible), adjusted due only to additional retirements, changing categories due to aging and the death of a Participant, plus the number of Active employees, their spouses and any dependents.
- 10. Measurement Period The twelve-month period beginning on July 31 and ending July 31 of the following year.

#### Section C. Determination of Benefits

In any given year a Participant's Benefits and the cost to the Participant of those Benefits shall be determined as follows.

- 1. In September of the prior year the parties shall determine the actual cost of the Benefits that were provided in the twelve-month period ending on the July 31 immediately preceding the September.
- 2. The parties shall next determine if there is a Shortfall. Within 30 days of the determination of the amount, if any, of the Shortfall, the Union shall inform the Company how it will cover the Shortfall, using all of some of the following: imposing higher premiums; re-designing the relevant benefit plans; and/or using all or a portion of the Additional Annual Company Obligation Account.

Thereafter, the Company shall make the necessary changes to effectuate this decision and so inform the Participants, with all changes to be effective January 1 and to remain in effect for the duration of the year.

### Section D. Dispute Resolution

Should the parties be unable to agree upon any of the calculations or other matters described herein, then the matter will be brought before an Arbitrator in accordance to the provisions of the Collective Bargaining Agreement.

## **Section E.** Use of Experts

The Company will retain an actuary, the cost of which shall be covered by the Company, to determine the amount of savings from any plan design changes.

## Section F. Union Right to Review

The Union shall have the right to review and audit any information, calculation or other matter concerning the

		matters covered by this agreement. The Company shall provide the Union with any information reasonably requested in connection with such review.  Section G. Company Role The Company shall continue to administer the Benefits, to pay the actual cost thereof, and to remain the obligor for such benefits.	
C- 36	ARTICLE XVIII Insurance & Pension Sub-section G. (1).	The Company proposes to <b>delete</b> Sub-section G. (1).	Current language treats some medical claims differently vs applies services to one deductible. This proposal would not only ease administrative burden but align with other plants as medical services would be applied to one deductible.  G. A Medical and Dental insurance plan is provided for active employees. Employees hired on and after 03/17/96 will not be eligible for any insurance coverage until they have sixty (60) working days of continuous service or have met their eligibility to be a member of the Union.  (1) Treatment of injuries sustained in an accident for up to \$500 for 90 days following the accident.
C-	ARTICLE XIX	TA April 14, 2016	
39	Duration of		
TA	Agreement Sub-section A.	The Company proposes that this language remain as written	
C-	Memorandum of	in the present contract except for the appropriate date changes.  The Company proposes to <b>delete</b> the MOU pertaining to the	Proposal coincides with other Company proposals to address
40	Understanding	capping of benefit accruals.	concerns with retiree pension calculations.
			The parties hereby agree to cap the number of benefit year accruals in the South Shore hourly employees' pension plan at 40 years maximum. This change is in recognition of participation eligibility changes enacted by the Employees' Retirement Income Security Act of 1974 and the Retirement Equity Act of 1984.

C- 41 <b>TA</b>	Memorandum of Understanding	TA on March 18/19, 2016  The Company proposes to <b>delete</b> the 1996 MOU pertaining to joint committee to address claims issues.	
C- 42	Memorandum of Understanding	The Company proposes to <b>delete</b> the 1999 MOU pertaining to early retirement. See C-28 for additional information	Proposal coincides with other Company proposals to address concerns with retiree pension calculations.  It is understood and agreed that effective March 17, 1999 the Early Retirement reduction factor shall be .2% (i.e002) for each month that the participant retires prior to his normal retirement date.  Pension changes cited in items 9A and 9B of their 3/29/96 Memorandum of Understanding agreement during the 1996 labor contract negotiations are to be superseded by this Memorandum of Understanding, dated March 17, 2012.  It is mutually understood and agreed that the Company shall offer an Early Retirement Program to be effective March 17, 2012 through March 16, 2016 to employees who have 30 or more years of service as defined under the current pension plan.  The specific provisions of the Early Retirement Program are the following:  1. No early retirement reduction factors will apply during this time period.  2. Eligible employees may choose any of the optional forms of pension payment as described in the current plan;  3. The factor for calculating the Level Income Option, if selected, shall be described as follows:

The increase in the amount of pension payable prior to the commencement of old age benefits is the amount of the old age benefit multiplied by a factor equal to 100% less .2% (i.e. .002) for each calendar month by which the pension commencement date precedes the old age commencement date. The .2% factor shall revert to .5% on March 16, **2016**.

An active employee who elects to accept the Early Retirement Program must file a completed application, and commence to receive their retirement benefit between March 17, **2012** and March 16, **2016**.

Plan participants who meet the current eligibility requirements for Early Retirement, (60 years of age with 20 years of service) will also remain eligible for Early Retirement, as defined in the 1/1/89 pension plan document. It is understood that anyone who chooses to take the 60/20 Early Retirement will have an early retirement reduction of .2% for each month that the participant retires prior to his normal retirement date.

New employees hired after March 16, 2012 will not be eligible for the benefits covered by the MOU.

The parties agree that after each new contract ratification they will meet within 90 days to update the plan document to reflect all modifications made during negotiations between the parties.

C- 43 C- 45 TA	Schedule "A" (Wages)  Additions to Company Rules Sub-section E.	Upon ratification, a lump sum of \$2,000;  March 16, 2017, a lump sum of \$1,000;  March 16, 2018, a lump sum of \$1,000.  TA April 14, 2016  The Company proposes to modify Sub-section E. as follows:  Change "ANH 401(k) Savings Plan to "HWI 401(k) Savings Plan"	Proposal would provide for cash lump sums as opposed to a % wage increase. There is no current language for this as it is a wage proposal.
C- 46	Additions to Company Rules, F. Plant Safety Rules	The Company proposes modify Sub-section F. as follows:  "The Parties agree that the final right to determine Plant Safety Rules and the proper PPE to be used by employees include but are not limited to type (safety glasses, hearing protection, hard hats, respirators, safety shoes, gloves, etc.), required locations and when to be worn, etc. is the sole right and responsibility of the Company."	Proposal would give back a management right that was bargained away in the past. Because the employer bears the responsibility and liability, it should not have to negotiate over what safety equipment employees must wear. Union still maintains legal right to grieve the reasonableness of the work rule.  The Union and the Company have jointly agreed to the attached rules and regulations covering the wearing of respirators and safety glasses, safety helmets and the wearing of safety shoes as a condition of employment, and a stepwise warning procedure to be followed in disciplining those employees who fail to adhere to the safety rules and regulations.
C- 48 <b>TA</b>	Letter of Understanding Contracting Out	The Parties agree to <b>delete</b> this Letter of Understanding.  TA February 22, 2016	
C- 49 <b>TA</b>	Absenteeism Control Policy	TA on March 10, 2016	

		The Parties agree to the following modification to the Absenteeism Control Policy regarding the disciplinary steps and maximum allowable points.:  Disciplinary Action Levels: Delete current contract language and replace with the following:	
		15 points will trigger a written warning. 20 points will trigger a second written warning. 25 points will trigger termination."	
		======================================	
C- 50 <b>TA</b>	Plant Safety Rules, Safety Shoe Program	TA on March 13, 2016  The Parties agree to paragraph five of the Safety Shoe Program as follows:	
		Effective January 1, 2017, full-time, regular, active employees (excludes probationary hires until such employee becomes full-time, regular) are eligible to order one (1) pair of safety-toed shoes per year of the Agreement through the plant store room.	
		Employees who choose not to purchase safety-toed shoes through the storeroom will be reimbursed, with proof of purchase, up to \$175.00 per year."	
C- 51	Drug & Alcohol Program	The Company proposes to modify the current program to indicate DOT standards for testing and that a positive test for reasonable suspicion will result in termination.	The D&A Policy is a separate agreement. The proposal eliminates second chance options for employees who test positive under reasonable suspicion situations.

C- 53	ATTACHMENT A Medical Grid	Refer to 2/4/16 medical grid for Plan design changes.  Employee contributions: 9%, 10%, 11%  Note: Employees who participate in the current Wellness Program may continue to receive incentives to reduce rates.	Proposal is to move employees from a 90/10 plan to a more standard 80/20 plan by increasing-premiums, deductibles and co-pays with increasing percentage of premium each year.
		Example of Rates with Wellness Example of 10% premium reduction	
		9% 10% 11% 9%	
		S \$44.15 \$52.24 \$61.20 S \$4.91 \$5.80 \$6.80	
		E+1 \$92.69 \$109.68 \$128.49 E+1 \$10.30 \$12.19 \$14.28	
		Family \$119.19 \$141.04 \$165.23 Family \$13.24 \$15.67 \$18.36	
C-	In Witness	TA April 14, 2016	
55	Whereof	_	
TA		The Company proposes current contract language except for appropriate name changes.	
U-	ARTICLE	TA on March 10, 2016	
15	VII.F.		
TA	Wages, Hours of Work, Overtime	The Parties agree to modify paragraph F. to read as follows:	
	and Allowed	"The Company will provide affected employees, two days	
	Time,	advance notice of cancellation of previously scheduled	
	Subsection F.	weekend or Holiday work. If the above-mentioned two	
		day notice is not given, the affected employees will be paid two (2) hours at the appropriate rate. In the event of	
		equipment breakdown, the above two days advance notice will not apply."	

U-	ARTICLE IX.E.	TA on March 10, 2016	E. Vacations, so far as possible, will be granted at times most
33	Vacations		desired by employees with longer service employees being
TA		The Parties agree to modify paragraph E. as follows:	given preference as to choice, but the final right to allot
			vacation periods and the right to change such allotments is
		"Employees may split two vacation weeks per year and	exclusively reserved to the Company in order to insure the
		these requests will be scheduled via seniority, but will be	orderly operation of the plant. Vacations in two (2)
		second preference. Any vacation scheduled as part of the	consecutive vacation years may not be taken "back to back".
		second week of split vacation may be requested for any	
		day of the week. Single days of vacation requested within	After an employee has been scheduled for vacation, the
		the second week entitle the employee to only one day off."	Company will give at least one month notice prior to the start
			of that vacation before rescheduling the vacation.
			If an employee desires to change the period for which they are
			scheduled, they will make a written request to the Company
			at least two (2) weeks prior to the earlier of their scheduled
			vacation or the requested vacation period. The Company
			reserves the exclusive right to honor such requests if operating
			conditions permit. An employee cannot use their seniority to
			displace another employee who had filed a timely vacation
			request.
			We action assessed and to be toward in the latest than Estimates
			Vacation requests are to be turned in no later than February
			23 <sup>rd</sup> . Vacation schedules will be published by March 15th. Vacation weeks not scheduled by February 23 <sup>rd</sup> will be
			assigned by the Company.
			Full vacation weeks will be scheduled via seniority and will
			be given first preference. Employees may split one vacation
			week per year and these requests will be scheduled via
			seniority but will be given second preference. Employees
			who split vacation weeks which include Friday will be given
			the option of working Saturday and Sunday, if scheduled, as
			long as the split vacation request is scheduled by Thursday of
			the week preceding the week when the vacation is to be taken.
			the week preceding the week when the vacation is to be taken.
1	1		

U- 54 <b>TA</b>	ARTICLE IX Vacations	TA on March 10, 2016  The Parties agree to modify ARTICLE IX by creating a new Paragraph H. to read as follows:	
		"Employees are entitled to one (1) paid personal day per year, which will be scheduled in the same manner as vacations in the above paragraph G. Personal Days may be scheduled any day of the week. However, if a personal day is taken on Friday, the employee may still be scheduled for weekend work.	
		Pay for personal days will be at the employee's hourly rate and will count as hours worked towards the computation of overtime."	

THE COMPANY RESERVES THE RIGHT TO AMEND, MODIFY, ADD TO OR DELETE ANY OR ALL OF ITS PROPOSALS.

	*Current coverage continues through to	December 31, 2016		
	SOUTH SHORE ATTACHMENT "A" EFFECTIVE JANUARY 1, 2017 PROPOSED SOUTH SHORE PLAN			
		/Blue Shield		
Benefits	In-Network Care	Out-of-Network Care		
Benefit Period	Calend	ar Year		
Calendar Year Deductible (per benefit period)				
Individual	From \$250 to \$350	From \$500 to \$1000		
Family	From \$500 to \$700	From \$1000 to \$2000		
Coinsurance/Plan Payment Level – Based on the provider's reasonable charge (PRC)	From 90% to 80%	From 70% to 60%		
Out-of-Pocket Maximums - excludes program deductible, copayments, prescription drug expenses,	From \$900 to \$1000 Individual	From \$1400 to \$2000 Individual		
amounts over usual & customary)	From \$1400 to \$2000 Family	From \$2800 to \$4000 Family		
Lifetime Maximum	Unli	mited		
Claim Form Required	No	Yes		
Physician Office Visits	100% after from \$20 to \$25 copayment	From 70% to 60% (deductible does not apply)		
Specialist Office Visits	100% after from \$20 to \$35 copayment	From 70% to 60%		
Preventive Care <sup>3</sup> Adult				
Routine Physical Exam	From \$20 copay to 100% (deductible does not apply)	Not Covered		
Routine gynecological exam	From \$20 copay to 100% (deductible does not apply)	From 70% to 60% (deductible does not apply)		
Mammograms, annual routine and Pap Test	100% (deductible does not apply)	From 70% to 60% after deductible		
Pediatric				
Routine physical exams	From after \$20 copay to 100% (deductible does not apply)	Not Covered		
Pediatric immunizations	100% (deductible does not apply)	From 70% to 60% (deductible does not apply)		
Urgent Care Services	From 90% to 80% after	r \$50 copayment per visit		
Emergency Room Services	From 90% to 80% after \$100 copayment per visit (waive if admitted)			
Ambulance, including air transportation	From 90% to 80	% after deductible		
Pre-Admission Testing	From 100% to 80% after deductible From 70% to 60% after deductible			
Hospital Expenses	From 90% to 80% after deductible From 70% to 60% after deductible			

Maternity	From 90% to 80% after deductible	From 70% to 60% after deductible	
Infertility counseling, testing and treatment <sup>1</sup>	From 90% to 80% after deductible	From 70% to 60% after deductible	
Assisted Fertilization Procedures	Not Covered		
Medical/Surgical Expenses	From 90% to 80% after deductible	From 70% to 60% after deductible	
Second Surgical Opinion	From 100% to 80% after deductible	From 70% to 60% after deductible	
Spinal Manipulations	From \$20 copay to 80% after		
	deductible	From 70% to 60% after deductible	
		visits per calendar year	
Diagnostic Services (Lab,X-ray, other tests)	From 90% to 80% after deductible	From 70% to 60% after deductible	
Outpatient Physical Medicine	From 90% to 80% after deductible	From 70% to 60% after deductible	
Outpatient Speech and Occupational Therapy	From 90% to 80% after deductible	From 70% to 60% after deductible	
Durable Medical Equipment		% after deductible	
Skilled Nursing Facility Care		% after deductible	
m 1 1 0 1		per calendar year	
Transplant Services	From 90% to 80% after deductible	From 70% to 60% after deductible	
Home Health Care	From 90% to 80% after deductible	From 70% to 60% after deductible	
		per calendar year	
Private Duty Nursing	From 90% to 80	% after deductible	
Mental Health			
Inpatient	From 90% to 80% after deductible	From 70% to 60% after deductible	
Outpatient	After \$20 copay to 80% after deductible	From 70% to 60% after deductible	
Substance Abuse			
Inpatient (Detoxification and Rehabilitation)	From 90% to 80% after deductible	From 70% to 60% after deductible	
Outpatient	After \$20 copay to 80% after deductible	From 70% to 60% after deductible	
Precertification Requirements	Performed by Member <sup>2</sup>		
* ***		rrection of a physical or medical problem	

Prescription Drug	
Generic	
Brand Name (with No Generic available)	
Brand Name	
Generic	
Brand Name (with No Generic available)	
Brand Name	
2017-2019 Employee Monthly Contributions	
Employee	
Employee +1	
Family	
Exclusion and Limitations	

<sup>2</sup>Member is required to contact Blue Cross Blue Shield Health Care Management Services prior to a planned inpatient admission or within 48 hours of an emergency or maternity-related admission. If this does not occur and it is later determined that all or part of the inpatient stay was not medically necessary or appropriate, the patient will be responsible for payment of any costs not covered. <sup>3</sup> Covered Preventive Care is based the yearly Highmark Preventive Schedule.

Caremark with Mandatory Generic, Mail Order and Maintenance Choice
30 day Retail supply
\$10 copayment
From \$15 to \$35 copayment
From \$20 to \$50 copayment
90 day Mail Order supply
\$20.00 copayment
From \$30 to \$40.00 copayment
From \$40 to \$80.00 copayment

#### MEDICAL/PRESCRIPTION PLAN **Effective** 1-1-2018 1-1-2017 1-1-2019 9% but not less 10% but not less than current than current 11% but not less than current contribution contribution contribution 9% 10% 11% 9% 11% 10%

Non-Federal Legend Drugs; Experimental, investigational or unproven services and medications; Any prescription drug or product dispensed for the purpose of appetite suppression or weight loss or smoking cessation, pre-authorization will be required for appetite suppression or weight loss for treatment of medically necessary morbid obesity treatment; Over the counter drugs that do not require a written prescription; Replacement drugs resulting from stolen, lost, broken or destroyed; Prescription drug order or refill: General and injectable vitamins, including B-12 injections; Prescription drugs to treat infertility; Prescription Drugs and supplies to prevent conception, incl. diaphragms and Depo-Provera, unless medically necessary; Therapeutic devices or appliances; Medication covered under Worker's Compensation of Occupational Disease Law, or Governmental Agency; Any prescription that exceeds your physician's authorized number of refills, or a refill order after 1 year from the physician's original order.

Pre-authorization for medically necessary treatment of To obtain pre-authorization for a prescription drug for the purpose of appetite morbid obesity suppression or weight loss the prescribing practitioner or employee must fax to Benefit Services (fax number 412-375-6756) the prescription drug request and medically necessary explanation. All requests must be provided on either the practitioner's letterhead or prescription drug dispensing pad. Requests for preauthorization will be forwarded to Caremark within 48 business hours of receipt. The employee will be notified when the approval is entered into the Caremark system. The employee can then go to the pharmacy to have the prescription filled for the established co-payment. Pre-authorizations are effective for 12 months from the original request date. The provisions of the "Patient Protection and Affordable Care Act" (PPACA) and the "Mental Health Substance Abuse Parity Act" (MHSA) have not yet been clearly defined nor have the responsible Governmental Agencies issued proper guidance. It is understood and hereby agreed to that once the provisions are clearly defined and if it is determined that this Plan is not in compliance with the provisions of PPACA and/or MHSA then the required healthcare benefits will be adjusted accordingly. **DENTAL PLAN** United Concordia In Network-Advantage Plus Annual Deductible \$50 per person/\$150 per family (combined in-and out-of-network) (excluding diagnostic, preventive & orthodontic) Calendar Year Maximum \$1,000 per person Preventative Services & Diagnostic --\*100% Basic Services--\*70% after deductible Major Services--\*50% after deductible Orthodontic Services-up to age 19 \*50% of reasonable and customary charges \$1,250 lifetime maximum \*All in-network payments are based on United Concordia's Maximum Allowable Charge DENTAL PLAN **Effective** 2017-2019 Employee Monthly Contributions 1-1-2017 1-1-2018 1-1-2019 30% but not less than current 30% but not less than 30% but not less than Employee contribution current contribution current contribution Employee +1 30% 30% 30% 30% 30% 30% Family

VISION PLAN	VISION PLAN Vision Benefits of America (VBA)			
	In Network <sup>1</sup>	Out-of-Network <sup>1</sup>		
Vision Exam	\$10 co-payment	Plan reimburses up to \$25		
Lenses				
Single Vision	\$25 co-payment	Plan reimburses up to \$25		
<ul> <li>Bifocal</li> </ul>	\$25 co-payment	Plan reimburses up to \$40		
Trifocal	\$25 co-payment	Plan reimburses up to \$50		
Lenticular	\$25 co-payment	Plan reimburses up to \$80		
Frames	\$25 co-payment up to a \$50 wholesale allowance (approximately \$125 to \$150 retail value)	Plan reimburses up to \$35		
Contact Lenses (if medically necessary)	Covered on a reasonable and customary basis	Plan reimburses up to \$200		
Contact Lenses (if elective and in lieu of lenses and frames)	covered up to a \$125 allowance (includes the vision exam allowance)	Plan reimburses up to \$125 (includes the vision exam allowance)		
Frequency (Examination, Lenses, Frames, Contacts)	All vision care and materials are covered once every 12 months.			

<sup>&</sup>lt;sup>1</sup> The amounts shown are maximums. The actual amount paid will be the lesser of: the maximum amount shown in the schedule, the amount actually charged for the service, or the amount the provider usually charges for the service, as determined by VBA. Reimbursement amounts for out-of-network services are paid directly to you; they cannot be assigned to your provider or any other person.

		VISION PLAN			
		Effective			
2017-2019 Employee Monthly Contributions		1-1-2017	1-1-2018	1-1-2019	
Employee		50% across the board all years, but not less than current contribution			
Employee +1		50% across the board all years 50% across the board all years			
Family					