

**LOCAL ISSUE SETTLEMENTS**

**CLIFFS MICHIGAN OPERATIONS**

**AND**

**UNITED STEELWORKERS LOCAL 4950**



*October 1, 2022*





**CLIFFS MICHIGAN OPERATIONS AND UNITED  
STEELWORKERS LOCAL 4950  
LOCAL ISSUE SETTLEMENTS**

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Cliffs Michigan Operations Management and the Union will work to identify and remove the barriers that hinder the effectiveness of our employees. These barriers deprive our employees of pride of workmanship and prevent their effective contributions to safety, productivity, product quality, and our competitive position.

We will work together to establish a work environment that encourages pride of workmanship and fosters excellence in work performance consistent with safety, quality, and individual dignity.

### **BUY AMERICAN**

The Company's policy for Cliffs Michigan Operations purchases is to Buy American and to totally avoid purchasing foreign made products unless there is no North American source. This practice will continue. Any variance noted by any employee should be reported immediately to Management to enable prompt remedial action to be taken.

### **CONTRACTING OUT**

1. Contracting out notices regarding work to be performed on the Gribben Basin will be issued to the Local that services the Tilden Plant, currently Local 4974, with the understanding that earth moving work historically contracted out will continue to be contracted out. (2008)
2. Contracting out notices dealing with crushing and/or screening that is to be done at the Tilden stockpiles or plant areas will be issued to the Local servicing the Tilden Plant with the understanding that the current practice to contract out this work will be continued until such time as the Company were to purchase this equipment (crushing and screening). The Company will honor its existing agreements regarding utilization of a bargaining unit Front End Loader Operator(s) from Local 4950 to feed the screens and crusher. (2008)
3. All work associated with mining operations and maintenance including maintenance of the primary crushers and crude ore belts up to and including the tripper deck remains in the jurisdiction of Local 4950. (2008)

## CONTRACTING OUT / FACILITIES

4. Management agrees that the Tilden pit service building falls within the jurisdiction of the Local that services the Tilden Plant. Contracting out notices for maintenance of the building will be issued to this Local and contracting out notices regarding the repair of pit and Empire plant mobile equipment and all service trucks and pickup trucks, will be issued to Local 4950. Contracting out notices for electric carts, forklifts, man- lifts, and skid-steers utilized within the Tilden Plant will be issued to Local 4974. (2008)

Management further agrees that notices for current permanent building such as Warehouse #5, Tilden pipeline, including pumphouses and booster pumphouses, and pellet loadout belts will be issued to the Local that services the Tilden Plant. The parties recognize that this is not an all-inclusive list.

### FACILITIES

1. The present number and location of engine block heaters are considered adequate. Company security will continue to try to assure proper utilization (parking properly and parking of properly equipped vehicles only). Union cooperation is required. **The Company will install and maintain a block heater rail for utilization in the handicap parking lot. (Revised 2022)**
2. Heated sanitary facilities will be provided as needed for all employees within reason.
3. Potable water will be available for employees to fill their containers going on shift.
4. The use of mine conference rooms by the Union will be permitted. Scheduling of the conference rooms must follow the facility's procedure.
5. The Company will purchase six (6) additional portable pedestal fans for the men's hourly dry. (2015)

## **LUNCHES**

1. It is the intention of the Company to provide lunches for men who work in excess of their scheduled shift.

When overtime in excess of two hours is anticipated, lunch will be sent for immediately so as to afford employees an opportunity to eat at the regular designated times.

In the event it is necessary to hold an employee over for five or more hours, a second lunch will be provided.

If the employee chooses or if the Company is unable to furnish lunches to an employee for reasons beyond its control, such employee will be paid one hour allowed time for each lunch not made available.

The above applies to all employees working unscheduled overtime in excess of two hours.

2. This is to confirm that the Company and the Union have agreed to the following provisions re. the issue of pay for employees working through lunch or breaks:
  - When an employee works through the twenty- minute lunch period and is not able to take lunch for over an hour from the beginning of the regular lunch period, he/she will be paid twenty (20) minutes of overtime pay in addition to being allowed to take lunch when they are able to do so.
  - When an employee works through the ten-minute break and is not able to take the break for over an hour from the beginning of the regular break, he/she will be paid ten (10) minutes of overtime pay in addition to being allowed to take the break when they are able to do so.

## **PROTECTIVE APPAREL**

1. The Company will provide a lockable cabinet containing two (2) sets of insulated coveralls in the pellet plant and four (4) sets of insulated coveralls in the concentrator for use by employees assigned to work outside in cold weather when such assignment is not regularly required of said employees. Area shift supervisors will be responsible for issue and return of such winter apparel.

## PROTECTIVE APPAREL / SAFETY AND HEALTH

2. Prescription safety sunglasses will be provided to Mining department employees, the posted Pellet Plant Loader Operator and Forklift Operator, the Concentrator Loader Operators, Outside Warehouse Crew, and the Pipeline Crew in accordance with the following guidelines:
  - a). Authorization for prescription sunglasses will be given only to the employees specified in the preceding paragraph.
  - b). Sunglass authorizations and purchases will be handled via the same procedure and limitations as for regular safety glasses. (Obtain authorization form; bring to participating eye care provider; ordered from WOS Safety). Employees are to obtain authorization forms and visit eye care providers on their own time.
  - c). Replacement glasses due to a prescription change will not be provided unless twelve (12) months have expired since the last purchase.
  - d). Prescription glasses damaged in the line of duty will continue to be replaced as required on an exchange basis only.
  - e). Non-prescription sunglasses are available from the Pit Warehouse.
  - f). Employees not specified in paragraph 2., whose work assignments require outside work, may request prescription sunglasses. A request form can be obtained from the department associate and then authorized by the employee's coordinator. (2008)

## SAFETY AND HEALTH

1. The Company will work with the Union Safety Committee to develop a reasonable periodic communication schedule to insure the safety status of employees working by themselves on an individual basis.

The Company agrees that there are certain areas and circumstances under which employees should not work alone. The following examples do not limit or exclude unforeseeable conditions that may arise: (1) Electricians working on active circuits over 440 volts; (2) An employee will not enter a grinding mill or dust hood on No. 4 belts without another employee in the immediate

## SAFETY AND HEALTH

area; (3) An individual employee will not remove conveyor covers from Pellet Plant Load Out Conveyors (Pellet stocking belt) without the assistance of another employee; 4) Empire IV feeder areas; 5) North reclaim conveyor belt area servicing 12-B feeder area; 6) Bottom of both new and old primary crushers; 7) When the use of a safety harness is required; 8) Any area where 2-way radio contact cannot be established.

2. Lunchrooms, rest rooms, drinking fountains, and washing facilities will be maintained in proper working order and kept in a clean and sanitary condition. Lunchrooms and rest rooms will be cleaned daily. Air conditioning and heating systems as provided in the present lunchrooms are considered to be satisfactory. The system will be properly maintained. Cooperation of all users is required to assure proper functioning of systems.
3. **The Company will create a second restroom in the Tilden pit fueling station. Both are to be designated “unisex restrooms”. The Company will continue to maintain a microwave and a potable water dispenser. The Company will provide reliable plumbing for both restrooms. The Union will be involved with the design/configuration of these restrooms. 2022**
4. Management will continue to purchase new mining equipment (shovels, production trucks, dozers, loaders, drills and cranes) with air conditioning in the operator’s cab.
5. Before dozing commences and as it progresses, mill operating foremen will inspect lines to be dozed and advise the pit operating foremen of which (if any) feeders on any lines are hung up. The pit operating foremen in turn will advise dozer operator(s) at the start of the shift and as required during the shift of any such known conditions.
6. Management’s intention is to execute major shovel and drill moves during daylight hours when the motivator/lowboy are not available. Should a situation exist where a move of this nature cannot be done during daylight hours, the route of the move will be isolated from pit production traffic. (2008)
7. The Company will provide good heating and wind screening equipment to improve work areas affected by cold weather

## SAFETY AND HEALTH

conditions where feasible.

8. In 2009, day shift increase includes two (2) Plant Repairpersons to be assigned year-round to plant roof fans and dust collection for the concentrator. These employees will not be considered for major repair assignments. The dust crew in place in the pellet plant will continue. (2008)
9. The Company will continue to work on ventilation problems to eliminate noise, dust, exhaust, fumes and toxic chemical controls. Specific complaints will be discussed to attempt to resolve the problem.

Dust collection systems will continue to be provided and will be maintained in good working condition and upgraded when the current dust collection system proves inadequate. (2008)

The Company will install sprays on the crude ore belt system and crusher dump to minimize dust conditions whenever weather permits their use.

In cases where studies are necessary, the Company will advise the Union of the results of such studies as they become available. Progress on particular areas to be discussed at the monthly Empire Mine-Union Safety Committee Meeting.

10. Pushing of railroad cars with dozers or loaders is not the most desirable means of moving railroad cars. However, to move railroad cars as required, the practice of using dozers and loaders must be continued.
11. Management will maintain proper conditions in the dry. Showers will be maintained for proper working order and sanitary conditions. Floors will be maintained for non-skid conditions.
12. The Company will reseal the shower floors and walls in the admin building men's hourly dry within two (2) months after contract ratification. The parties agree the work will be contracted out. (2015)
13. It is the Company's intention to provide nurse coverage at the Empire Mine on a Monday through Friday day shift schedule. To cover periods of absence, at least one nurse will be on staff on a Monday through Friday day shift schedule between Empire and Tilden. (2008) When/if the Empire plant is long term idled or

## SAFETY AND HEALTH

permanently shut down, there will be one (1) nurse employed by the Company for CMO. The nurse will split time between the Tilden plant and the Pit. Should the Empire plant subsequently reopen, the nurse position would be reinstated. (2015)

14. A program has been implemented to both improve the performance of the air conditioning units on Production Trucks, Water Trucks and Shovels and provide for more expedient replacement of failed units.
15. The following is considered to be “safety welding” and work to be only performed by employees who have passed the Welder test for welding in the flat, vertical, horizontal and overhead positions: (2008)
  - a. Catwalks
  - b. D-rings
  - c. Lifting Devices
  - d. Handrails
  - e. Crane Booms
  - f. Monorail Cranes
  - g. Mobile Equipment Frames
  - h. Jibs
  - i. Mounts for Hydraulic Cylinders
  - j. High-Pressure Air, Water, Hydraulic, and Steam Lines\*
  - k. Drill Steel all Top Joints

\* This work limited to Safety Welders who (1) are a Welder Standard or Welder Layerout Standard, or (2) have held either of these job classifications on a permanent basis. (2012)

16. An additional Union Safety Representative will be assigned to the mining area per the guidelines established in the BLA Section XIV, Sub-Section 10. (2008)
17. Only qualified electricians will be authorized to rack-in or rack-out plant or pit equipment exceeding 600 volts. (2008)

## SAFETY AND HEALTH

18. Symons 7' crusher will no longer be repaired in the former area. A new permanent repair area, where the noise level is not an issue, will be determined. (2008)
19. A Safety and Health concern form will be instituted at the Empire similar to the one currently used at the Tilden. (2008)
20. When the incumbent USR(s) and the safety chair are absent for greater than a work week, a temporary replacement selected by the Union President, after consultation with the Mine General Manager, will fill one USR position. Revised (2018)
21. The Company will add one position to the existing Air Conditioning Repair crew. (From two to three ACR.) (2008)
22. Operation of mobile and overhead cranes will be done in accordance with the safety rule book and local task training.
23. The Company will continue to inspect and perform preventative maintenance on overhead cranes and overhead doors and will follow MSHA standards as they pertain to them. (2008)
24. Subsequent to the ratification of the 2012 Labor Agreement, the plant USR, a pellet plant Management representative, a pellet plant safety committee member, and a designated HR representative will meet and develop a safe work procedure for the Empire load-out area which will include a wind speed limitation. (2012)
25. The Mining Area USR or designated Safety Committee Member shall be informed/available to participate in all pre-release inspections of major pit production equipment following a major repair. Neither the inspection nor the release of equipment will be delayed due to lack of union availability. A copy of the pre-release inspection report will be forwarded to the Union Safety Representative of the Mining Department. (2012)
26. The Company will continue the current practice of evaluating annual door maintenance requirements. Supplemental help shall be assigned on an as needed basis or when the use of a safety harness is required. (2012)
27. Subsequent to ratification of the 2012 labor agreement, a Pit Management Representative, the Pit Union Safety Representative, Union Safety Committee Chairperson, a Pit safety

## SAFETY AND HEALTH

committee member and an HR representative will meet, review and update, if necessary, a critical task procedure for the handling of energized mining cables. (2012)

28. Proximity switches will be installed on the existing cranes sharing the same bridge rail in the Truck Shop South Side, Truck Shop North Side, General Shops West Side, Empire Plant Primary Mill (old side), and Empire Plant Pebble Mill (old side). The parties agree this work will be subject to Section II, Subsection 6 of the BLA. (2012)
29. While the exact location has yet to be determined, the Company will install a new man door for emergency exit in the proximity of Line 21 by December 31, 2012. (2012)
30. Subsequent to ratification of the 2012 labor agreement, an Empire Management Representative, the Empire Union Safety Representative, an Empire Maintenance safety committee member, a Mechanical Engineer and an HR representative will meet to review the current status of the proposed improvement to unplugging Empire primary mill chutes, the viability of testing and outcome. The group will work together to develop ways to improve the timing of implementation and/or options to include the development of critical task procedures for said work. (2012)
31. If the Empire partners agree to extend the life of the mine under the "2027 Expansion Plan", the Company agrees to perform an engineering study to quantify the level of fugitive airborne dust in the Empire plant balling area. If dust levels exceed acceptable PEL standards, the Company will hire an engineering firm to evaluate and provide recommendations for mitigating this dust to an acceptable level. On completion of such study, the parties will meet to review and evaluate the recommendations. Any expenditures proposed as a result of the study will be justified through the normal budgetary process. The parties will jointly prepare the justification. If expenditures are recommended and approved, the parties agree the work will be Subject to Section II, Subsection 6 of the BLA. All dust collection/ventilation equipment currently in this area will be maintained until such time as new equipment is operational. (2012)
32. Mobile cart access from the warehouse elevator to the Line 21 basement will be installed. The parties agree this work will be

## SAFETY AND HEALTH

Subject to Section II, Subsection 6 of the BLA. Mobile cart access to the Line 24 basement will be modified to eliminate carts traveling on M-Road. (2012)

33. Subsequent to ratification of the 2012 labor agreement and prior to January 1, 2013, the Pit union safety representative, the safety committee chairperson, a safety committee member, shovel/drill maintenance management, a Standard Maintenance Mechanic (appointed by the Union), other craft personnel as selected by the Company and an HR representative will meet to review the P&H 2800 shovel point sheave replacement procedure and revise, if necessary. (2012)
34. Contractors will be directed to minimize discussion on the Gaitronics system and to use separate channels when utilizing Company radios. However, the parties also recognize that there are times when Contractors need to utilize the Gaitronics or Company channel to contact Management employees. (2015)
35. The Company will purchase a stairway to be installed on the south west side of the new addition to the Pit Service Building. The stairs will provide safe access to the roof. Installation of this stairway may be contracted out. (2015)
36. The parties agree to study the crossing of production trucks over the mine access road. Subsequent to the ratification of the 2015 Labor agreement, a representative from the Training Department, designated Management Representative, Pit Union Safety Representative, Union Safety Committee Chairperson and Pit Safety Committee member will meet to understand and address this concern. The current procedure for crossing under Tilden's 32 conveyor will remain intact. (2015)
37. Subsequent to the ratification of the 2015 labor agreement, a Plant Maintenance Management Representative, a Pit Operating Management Representative, the Pit USR, the Plant USR and an HR Representative will meet to develop a procedure for safe access under 34 & 34-1 while they are operating. (2015)
- 38. The Company will delineate Mining vehicle traffic and pedestrian traffic, by installing jersey barriers or guardrail, to create a safe walkway for employees entering or exiting the Empire pit service building. 2022**

39. Miners Rights Training: Miners Rights and Responsibilities will become a lesson topic during the 2019 MSHA annual refresher. 2018

## SCHEDULES

1. Management is not aware of other schedules that would give the coverage required, but will review any suggested schedules submitted.
2. The Company will continue the present practice of allowing time off for deer season.

The Company will continue the present practice of scheduling minimum crews on Holidays consistent with the efficiency of the operation.

With a new Agreement the Company will henceforward solicit employees' desires for days off during deer season and/or holidays. Notice will be posted of solicitation two (2) weeks in advance of the said event. Notice of allowed time off will be posted one (1) week in advance of the event in all departments.

Notices posted for holidays will be for employees to request the holiday off. Should additional manpower be required on a holiday, employees will be scheduled in accordance with the overtime sign-up procedure. (2008)

3. A steady day shift crew will be provided in the Mining Maintenance Department. The size of each crew will be determined by Management based upon total crew size, workload, and consideration of other area day shift crews. This will then be reviewed with the Union following which any Union suggestions will be considered. Day shift crews in this area will then be implemented. Day shift crew sizes may vary from time to time, dependent upon operation requirement and/or overall manning. Such variations will be reviewed with the Union before any change is made. There will be a total of three (3) Welders in Mining Maintenance and six (6) Auto Mechanics, including those assigned to the Tilden plant, in the Garage, one of whom will be assigned to tire maintenance. One (1) of the welders will be designated as

## SCHEDULES

“Crushing-Day” and two (2) designated as “Weld Shop-Day” on the annual shift & area form. (2015) Revised (2018)

4. Shifts swapped for specific reasons will be allowed provided an interchange of employees in the same classification can be arranged. Management will also continue to allow shift changes for medical reasons, extreme hardship cases, and for special extenuating circumstances as has been done in the past including special cases involving longer periods at Management’s discretion, but with the proviso that there will be no discrimination in the application of the above.
5. The Company will schedule minimum crews for four (4) consecutive shifts on New Year’s Day and the Fourth of July. The four (4) consecutive shifts would be scheduled as follows:

New Year’s Day	Fourth of July
Dec. 31 / Jan 1	July 4 / July 5
A/N-D-A	N-D-A/N

The Holiday pay provisions only apply to the three (3) shifts that fall on the designated 24-hour holiday.

6. When a bargaining unit employee who is regularly assigned steady day shift is moved to a fill-in shift supervisor on shift work for more than two (2) weeks, the next senior shift-worker in that department will be moved to steady day shift for the duration of the fill-in period. No change will be made if the fill-in person is taken from shift work.
7. The current departmental practice with respect to flexible hours for employees with medical appointments when scheduled for day shift will continue.
8. HEATING PLANT ATTENDANT/FIRE EXTINGUISHER  
TECHNICIAN/PLANT REPAIRPERSON

This new position will be a posted position available to employees who currently are or who have held the permanent classification at the Standard level as a Plant Repairperson. The successful applicant for this position will perform the duties of the former positions of Heating Plant Attendant and Fire Extinguisher

## SCHEDULES

Technician as well as perform building maintenance. The position will be paid as a Plant Repairperson Standard. No new job description will be developed; the job descriptions for the Heating Plant Attendant, the Fire Extinguisher Technician and the Plant Repairperson will be utilized for this position. This new position will be a day shift, Group II job that will not be subject to Shift and Area. In the event of permanent reductions in this classification, employees affected by the reduction will have displacement rights based on the position they held prior to this agreement. (2018)

### **TRAVEL ALLOWANCE AND TRANSPORTATION**

We will provide transportation to an employee in an emergency when other transportation arrangements cannot be made. If employee is asked on voluntary basis to stay over after his eight (8) hours, he is expected to provide his own transportation. If employee is required to stay beyond his regular schedule, and is without transportation, arrangements will be made to make transportation available.

### **OVERTIME**

1. The parties will meet to review, make changes as necessary and sign off on the Empire overtime equalization agreements. (2008)
2. If equipment availability is providing operating times as required and there are no unplanned repairs, overtime hours obtained over and above the normal weekly work schedules shall be applied as full time equivalent(s) to the major repair. Beginning in 2009, the Company will consider going from a 4-crew run crew to a 5-crew run crew. If the 5-crew run crew is utilized, the crew out on their Monday-Friday dayshift week will be scheduled to the major repair. (2008)

WORK ASSIGNMENTS

**WORK ASSIGNMENTS**

1. The present practice in Mining is to provide that the most senior, qualified employees get the highest paying additive job.
2. Work involved in placing explosives into the drill holes such as handling of hoses, placing boosters, laying out prima-cord and stemming holes is performed by bargaining unit employees.
3. Unless deemed necessary, employees will not be scheduled for maintenance training or 5S project work during planned major repairs or major rebuilds. If practicable, maintenance training will be scheduled during non-major repair weeks. (2008)
4. One Utilityperson-Concentrator and one Pellet Plant Utilityperson, for the designated purpose of steam cleaning, will be posted and filled. These positions will be Monday-Friday, day shift assignments. (2008)
5. **For the duration of the agreement, the Company will conduct an annual polling for the maintenance of light duty equipment and Unit 20. 4 Crew 8/12 schedule employees will be polled and filled by seniority. There will be four (4) per crew. Three (3) light duty equipment and one (1) Unit 20. 2022**
6. **In the event the non-core language prevents the Company from contracting out snow removal, assignments will be awarded by seniority of those who indicate a desire for such training in the General Laborer (Pit) classification. 2022**
7. Job class additives for Mobile Crane Operators are established as follows: (2008)

Rated Lift Capacity

Job Class Additive

30 tons up to and including 100 tons  
Over 100 tons up to and including  
150 tons  
Over 150 tons up to and including  
250 tons

1 Job Class  
3 Job Classes  
5 Job Classes

WORK ASSIGNMENTS

Over 250 tons

6 Job Classes

- 8. Posted Warehousepersons will receive a two (2) point job additive. This additive is not applicable to employees working in the warehouse that are not posted Warehousepersons (i.e., medical restrictions). (2008)
- 9. The elected top five (5) officers of the Union who are impacted by an involuntary transfer (not the result of a range-wide displacement or recall) that results in a change in Local Union membership, shall be given the option to either accept such a transfer, or remain at his/her property as an Elected Union Official, retain their rate of pay until the end of their current elected term and be assigned work they are qualified to perform. At the conclusion of his/her current elected term, the employee will be assigned to the transferred position or to the position his/her seniority provides in accordance with the Range Wide Agreement, or drop to General Laborer classification and remain at the current property. (2008)
- 10. Subject to Section 6, Subsection 9, employees assigned to Carpenter work, will be paid at the Carpenter – Starter rate. (2012)
- 11. The Classification of Blaster will have a pay upgrade of one (1) point. (2012)
- 12. The Plumber classification will receive a one (1) point job class additive. (2015)

**TEMPORARY VACANCIES AND JOB POSTING**

- 1. Temporary non-craft vacancies that are six (6) weeks or longer will be posted for bid by non-craft employees in accordance with the following procedure:

<u>VACANCY IN</u>	<u>POSTED IN</u>
Mining Services	Mining Services, Mining
PLANT SERVICES:	
Concentrator Services	Plant Services
P.P. Services	Plant Operating
Operating Departments - Mining	Within Department

## TEMPORARY VACANCIES AND JOB POSTING

### Plant

Main Warehouse & Outside Crew    Plant Operating  
Truck Shop Warehouse                Mining

2. Warehousemen in the Main Warehouse and the Outside Crew may bid for temporary vacancies in Plant Operating.

Warehousemen in the Truck Shop may bid for temporary vacancies in Mining.

No more than one (1) employee from the total Warehouse group may be filling a temporary posting at a given time.

3. MEMORANDUM OF UNDERSTANDING QUALITY CONTROL

Quality Control Technicians may bid for temporary vacancies in Plant Operating.

No more than one (1) employee from the Total Quality Control group may be filling a temporary posting at a given time.

4. Mining - Permanent Job Postings

Permanent job postings in Mining that are awarded in accordance with Section X, 1 will be awarded utilizing the following guidelines:

A threshold of 120-hours of actual experience on the job in question will qualify an employee for the job providing that this experience was gained in the last five (5) years preceding the date of the posting. This guideline will be used for all applicants who have not held the job in question on a posted basis.

5. Plant Operating - Temporary Vacancy Procedure:

- A. Temporary vacancies that require filling will be filled on a crew basis by the senior, qualified employee(s).

- B. Employees who voluntarily request assignment to a temporary vacancy and as a result are scheduled on a lower rated job than their posted job will receive the rate of pay for the job they are performing.

## TEMPORARY VACANCIES AND JOB POSTING

- C. A senior employee who is unable to fill a higher rated vacancy because no replacement was available will receive the higher rate of pay.
6. Pit Operating Procedure for Filling Temporary Vacancies (2008)

Temporary vacancies in Pit Operating will be filled in accordance with this procedure, providing there are qualified replacements available.

Forms will be available to employees in Pit Operating to allow selection of specific upgrade for on-crew, temporary vacancies they wish to voluntarily fill— provided they are both qualified and physically capable to perform the job. Employees who choose not to complete a form will be bypassed when crew (upgrade) assignments are made. Selection changes made by the employee will take effect (30) thirty days from the date the change is made.

Every attempt will be made to select the most senior qualified employee who formally indicated a desire to fill that temporary vacancy. A temporary vacancy will be filled from within job classification first. Reasonable effort will be made to accommodate each employee's desire to fill temporary vacancies. However, management reserves the right to fill temporary vacancies based on business need.

If management chooses not to fill a temporary vacancy with the most senior qualified employee on the crew who has formally indicated a desire to fill such vacancy, all qualified employees on the crew who have formally indicated a desire to fill same vacancy and who are senior to the junior employee filling the temporary vacancy will receive the upgrade rate of pay.

An employee who declines an opportunity to fill a specific temporary vacancy he/she has selected will be excluded from future consideration for filling a temporary vacancy for a period of (6) six months from the date of refusal, and can only again be considered for temporary assignment by updating his/her selection sheet after the period of (6) six months has elapsed.

Employees assigned to the rotating crew will be given priority for

## TEMPORARY VACANCIES AND JOB POSTING

all upgrade temporary vacancies on their crew -- before employees on the yard crew, blast crew, and employees who are working on overtime.

Voluntary downgrading to a lower rated job in Mining Operations will not be allowed with the exception of the positions of Blaster or Equipment Operator (yard crew) which are on preferred schedules.

### 7. MEMORANDUM OF UNDERSTANDING CONCENTRATOR OPERATING

#### Permanent Job Postings - Concentrator Operating

Permanent job postings in Concentrator Operating that are awarded in accordance with Section X, 1 will be processed utilizing the following guidelines:

Employees will qualify for the position of Plant Operator after they have met the minimum requirements on all sections of the Concentrator Plant Operator / Assistant Plant Operator test and have 500- hours of actual experience on the Plant or Assistant Plant Operator position. The hours of actual experience will qualify if gained in the last five (5) years preceding the date of the posting. These guidelines will be used for all applicants who have not held the job in question on a posted basis.

In the event that no applicant reaches the threshold number of hours and the junior applicant has a greater number of hours than a senior applicant, but the senior applicant's number of hours is within 20% of the junior applicant's number of hours, the senior applicant will be awarded the posting.

### 8. MEMORANDUM OF UNDERSTANDING PELLETT PLANT OPERATING

#### Permanent Postings - Pellet Plant Operating

Permanent job postings in Pellet Plant operating that are awarded in accordance with Section X, 1 will be processed utilizing the following guidelines:

Pellet Plant Operator:

A threshold of 600-hours as an APO, with at least 200- hours of actual experience on Balling and 300-hours of actual experience as a Plant Attendant, and 650-hours of actual experience as a Pellet Plant Operator will qualify an employee for the job providing that this experience was gained in the last five (5) years preceding the date of the posting.

Employees must pass the written test in order to be eligible to fill in as a Pellet Plant Operator.

Assistant Plant Operator:

A threshold of 200-hours as a Pellet Plant Utility Man, with at least 80-hours of actual experience in Reclaim and 80-hours of actual experience in the Cooler, and 600-hours as an APO, with at least 200-hours of actual experience in Balling and 300-hours of actual experience as a Plant Attendant will qualify an employee for the job providing that this experience was gained in the last five (5) years preceding the date of the posting.

In the event that no applicant reaches the threshold number of hours and the junior applicant has a greater number of hours than a senior applicant but the senior applicant's number of hours is within 20% of the junior applicant's number of hours, the senior applicant will be awarded the posting.

Permanent Posting Awards:

Employees awarded new job postings must be released within seven (7) calendar days.

9. When additional employee(s) are added to the Pipeline Crew for an assignment that will be three (3) weeks or greater, the employee(s) assigned will be determined from Shift and Area elections. (2008)
10. MEMORANDUM OF UNDERSTANDING ADVANCED PLACEMENT PROGRAM – ELECTRICIANS

The following outlines the requirements for an advanced

## TEMPORARY VACANCIES AND JOB POSTING

placement program for Electricians. This program would be applicable for current or future employees in an effort to increase their skills and give them an opportunity to become crafted.  
(2008)

- A. The Company will post for a specified number of Electricians. Those applicants who receive a passing grade on the Electrician Field written test will become Electrician Starters. If the posting clears, the applicants scoring between 32 and 34 on the test will be offered, in seniority order, the option of entering the Advanced Placement Program. The number entering the program will be up to the number of unfilled Electrician positions from the initial posting. In the event that the number of employees becoming Electrician Starters plus the number entering the Advanced Placement Program is less than the number offered in the posting, the Company may hire new employees, who scored between 32 and 34, directly into the Advanced Placement Program.
- B. Current employees who previously scored at least 32 on the Electrician Field written test will be considered for the program and would not have to re-test.
- C. Qualified individuals will be assigned to a department (Tilden plant, Empire plant, Truck shop, Shovel/Drill) as an apprentice and work primarily with an Electrician Standard, which could be either day shift or shift work.
- D. Selected employees will be paid at the highest Electrician Apprentice level per the BLA.
- E. Qualified individuals must retake the Electrician Field written test after six (6) months.
  1. Upon receiving a passing grade, the individual will advance to Electrician Starter and will be scheduled for performance factor testing.
  2. Upon receiving a failing grade, the individual will be

returned to previously held position.

This agreement will be in effect during the term of the 2008 Basic Labor Agreement. Either party can withdraw their approval of this agreement by providing the other party written notice. The agreement will terminate 90 days from the date of written notice. If terminated, employees currently in the program will be permitted to complete and test.

### **MISCELLANEOUS**

1. The distribution of expenditures from the Coke fund as presently handled through the mutual cooperation of Management and the Grievance Committee is adequate. Management and the Union will consult and agree on all disbursements except for routine flower sending activities involving deceased (active and retired) employees.

Revenue Stream for Coke Fund: Upon ratification, the Company shall deposit \$5,000 into each of the Tilden and Empire Coke funds. Each January thereafter, up to \$5,000 will be deposited into each coke fund up, to a maximum balance of \$10,000. All contributions to the Coke fund will be made out of the Strategic Alliance Fund. (2018)

2. The following information will be included on the Union's copy of the job posting:
  - A. All applicants who applied for the job.
  - B. Seniority dates of all applicants.
  - C. Successful applicants including those who decline.
  - D. Any credits given to applicants.
3. When job postings are awarded, the seniority date will be included with the name(s) of the successful applicant(s).
4. Preventative maintenance will be scheduled on all mobile equipment heating, venting and air- conditioning systems and these systems will be maintained in proper operating order. Air- conditioning, heating and ventilating systems will be

MISCELLANEOUS

maintained and replacement filters will be stocked.

Required maintenance will be scheduled and completed by May 15th and a plan to provide expeditious replacement of failed units will be initiated. (2008)

Bargaining unit cooperation is expected in reporting deficiencies and preventing activities which defeat these systems.

5. Building heating systems will be properly maintained and kept in working condition. PM's will be performed prior to the heating season. (2018)
6. Upon request by an employee, arrangement will be made to deposit a designated amount or his full paycheck in either a local credit union or bank.
7. Vending machines will be provided in the Pit, Concentrator and Pellet Plant. Vending machines to be used by employees only on or during their respective lunch hours. Housekeeping and loitering problems to be dealt with through discipline procedure. If serious problems arise, the units may be removed.
8. The Company will provide accidental death and dismemberment insurance in the amount of \$15,000 to employees killed or injured while acting in the fire brigade capacity.
9. The EMT pay rate is increased to job class 25 while performing the EMS duties.
10. Split week vacations (vacation by days). Employees will be allowed to schedule up to four (4) days in one week.
11. Subsequent to ratification of the 2008 Labor Agreement, the Company and the Union shall meet to discuss and mutually agree to an acceptable number of equipment carriers for plant maintenance personnel. (2008)

MISCELLANEOUS

12. Requests for an excused, unpaid day of leave will be considered on a case by case basis. Such employees will not be mandated to use a Personal Day or Floating Holiday. (2008)
13. The Union negotiating committee will meet with four of the senior Empire plant management representatives to jointly review the cranes listed below, and any additional ones that may be added for consideration, to mutually agree on the cranes to be provided with illumination. (2008)
  - North and south primary mill overhead cranes
  - Empire 4 primary mill overhead crane
  - North and south pebble mill overhead cranes
  - Empire 4 pebble mill overhead crane
  - North filter bay overhead crane
  - Balling floor overhead crane
  - Pellet Plant north and south indurations area overhead crane
  - 1A and 1B primary crusher overhead cranes
14. Should the Tilden pit service building dry facilities be reopened, employees who change there on a daily basis shall be considered members of the Local servicing the Tilden Plant. (2008)
15. Subsequent to the ratification of the 2008 Labor Agreement, the Company will agree to discussions with the Union Regarding the color of hard hats worn by various groups throughout the property. (2008)
16. The Company will provide refrigerator magnets to all employees within the first year of each new contract, to all new

MISCELLANEOUS

hires during the employee orientation period, and will reissue to all employee each time the phone numbers are changed. (2015)

17. Joint meetings under the Craft Revitalization provision will be scheduled. With the announced Empire expansion and the hiring of over 300 additional bargaining unit employees, the scope of the training task has increased. The joint committee will be charged with developing a new training recommendation that recognizes the changed condition. Recommendations from the current report will be reviewed and considered during this process. (2008)
18. Empire has purchased a new vacuum truck and will post for a Vacuum Truck Operator and a Hose Handler.
19. The Company will eliminate the outdated logos on the water storage tank. (2012)
20. The Company will purchase mutually acceptable tables and chairs, up to a maximum seating capacity of 72, for the Empire truck shop lunchroom. (2018)
21. **The Company will relocate the simulator and install a separation wall from the current pit operating supervisor area east door to the entrance of the pit maintenance supervisor hallway. 2022**
22. **The Company will, subsequent to the ratification of the 2022 labor agreement, investigate ways to improve the crusher maintenance lunchroom. 2022**
23. The Company will replace the ice machines in both the men's and women's dry with self- dispensing units. (2018)