

## **ARTICLE XVIII**

### **Health and Safety**

1. The Company shall provide a sufficient supply of the specific devices and equipment and adopt such rules and practices as are required to insure that all reasonable provisions are made for the safety and health of its employees. The immediate Supervisor shall be responsible for seeing to it that rules and practices are observed and that such protective devices and equipment as are provided are used.

Employees whose duties include carrying of Company funds outside of Company premises shall not be held liable for the loss thereof unless the loss occurs because of the fault or negligence of the employee. Such employees shall be provided with a commercial security escort in those locations where one is available.

The Company will reimburse employees up to sixty-five dollars (\$65.00) for the cost of acquiring anti-reflective coating on prescription glasses, upon presentation of a receipt. However, this shall apply no more than once every twelve (12) months.

2. The employees shall use and make every effort to preserve the devices and equipment provided for their safety, and shall observe the rules and practices applicable to the work.

3. The Company shall furnish a report of the findings of a lost time or automotive accident to the employee and with her consent will send a copy to the Local Union office. In Board of Review hearings in connection with lost time accidents, the local Grievance Committee person may represent the employee in lieu of the Steward as provided in Article V, Section 2.

4. A Representative or Representatives of the Health and Safety Section of the Safety and Training Department and the Local Union Safety Committee shall meet three (3) times a year on mutually agreed to dates to discuss health and safety issues. One of the meetings shall be a joint meeting with representatives from both Local Union 13796 and Local Union 12775 Health and Safety Committees.

Prior to each scheduled meeting, to provide sufficient time for review, the Company and the Union each will submit an agenda to the other of the items to be discussed.

5. Before revisions, additions or deletions are made to the Safety Manual, a committee of three (3) bargaining unit employees designated by the Union shall meet with a committee of three (3) supervisory employees designated by the Company to discuss such revisions, additions or deletions.

Prior to such meeting the Company and the Union will submit to the other an agenda of the items to be discussed.

Following such meeting, a written report shall be prepared by each committee and submitted to the Director of Employee and Facility Services and to the President of the Local Union. Each report should include specific objections to any of the items discussed. The Director of Employee and Facility Services will submit these reports to the Company Central Safety Committee.

The Union will be given an opportunity to discuss their objections to any suggested changes with the Central Safety Committee before their final decision is made regarding revisions, additions or deletions to the Safety Manual.

The Company will offer reasonable explanations in writing to any objections the Union might have pertaining to any revisions or changes in the Safety Manual. The Company will adopt all applicable safety rules of the State and Federal governments and Workers' Compensation Laws.

6. The Group Life, Medical, Dental, Orthodontia and Vision Insurance Plans and the Pension Plan were negotiated as to terms and premiums and published under separate cover and under the terms of this Agreement shall be applicable thereto the same as if fully set forth herein for the life of the agreement.

Full-time, part-time and temporary employees are eligible to be covered by the USW negotiated PPO health plan at date of hire. Part-time and temporary employees will qualify for the same Vision and Dental plans as offered to full-time employees. However, the employer subsidy for part-time employees will be 70% for Dental option, Dental subsidy for Dental Plus and 70% for Vision.

- A. The laid-off employee's medical and life insurance coverage will remain in effect the remainder of the calendar month in which the lay-off occurs and the following calendar month.

- B. A deduction from payroll will be made if the employee works one day in the work period in which there is a scheduled payroll deduction for insurance premium payment.
  
- C. The Company will pay the full cost of any remaining unpaid premiums for the coverage period as outlined above.

Should the laid-off employee be re-employed, either in a regular job or as a member of the Temporary Manpower Pool during the time frames outlined above, the provisions in paragraph C would not apply. Medical and life insurance coverages would remain in effect as if she were an active employee and appropriate payroll deductions would be made to recover that portion of the premium payments normally made by the employee.

Subsequent to the coverages provided in paragraph A, the laid-off employee has the option of being covered under provisions of the group plan for a maximum period of one (1) year from the date of the employee's initial separation from active employment with the Company. The full premium for this coverage shall be borne by the laid-off employee. These premium payments must be made to the Company in advance. Medical and life insurance premium payments must be made and in the possession of the Employee Benefits Department by the last working day of the month prior to the month of coverage. Otherwise, termination will occur on the first of the month and the normal ninety (90) day waiting period provisions would apply concerning the re-establishment of insurance coverages. An employee's eligibility for this coverage will terminate at such time the employee is granted medical insurance coverage through other employment.

Subsequent to the expiration of the covered time periods outlined above, the laid-off participant may apply to the insurance carrier for coverage under the Conversion Privilege of the policy.

Bargaining unit employees who are placed on lay-off status by the Company shall be eligible to continue their comprehensive medical insurance coverage for a maximum period of one (1) year from the date of the employee's initial separation from active employment with the Company. The full premium for this coverage shall be borne by the laid-off employee.

An employee's eligibility for this coverage will terminate at such time the employee is granted medical insurance coverage through other employment.

- D. Effective June 1, 2004, if an employee is approved for Social Security Disability, then pension disability will also be approved. This will not be considered retroactive, and will be approved as of the Social Security approval date and not the effective date of the Disability.

7. An employee whose Sick Leave benefits have expired according to Article XIV, Sections 2 and 3 and who is unable to return to work and thereby placed on a leave of absence, shall be eligible to continue her Comprehensive Medical, Life Insurance, Dental, Orthodontia and Vision coverage under the following conditions:

- A. An employee with less than ten (10) years of service may continue the applicable coverage for one (1) year at the same premium extended to active employees.
- B. An employee with ten (10) or more years of service may continue the applicable coverage for one (1) year at the same premium extended to active employees, and if the same leave of absence due to illness is extended beyond one (1) year, the employee will be eligible for the coverage for the duration of the illness or for two (2) additional years, whichever comes first, and the Company will pay the entire premium during the second and third years.

8. An employee injured on the job who is unable to return to work and who is eligible to receive a disability pension and disability Social Security, but which disability pension and disability Social Security do not equal 75% of her base wages, shall receive a supplemental pension from the Company so that the total amount received from disability pension, disability Social Security and the Supplemental Pension payment shall equal 75% of the employee's base wages. The Company will pay the difference, if any, between the sum of the employee's disability pension and the employee's disability Social Security, and 75% of her base wages on a monthly basis until the employee reaches the age of 65 or until the employee may resume gainful employment, whichever is sooner.

- A. Base wages as used herein means base wages at time of injury.
- B. Disability pension and disability Social Security means disability Social Security and disability pension payments received by the employee. The primary disability Social Security benefits at the time the employee goes on disability pension are frozen, and any further increase in her disability Social Security benefits are not deducted from the 75% of the employee's base wages at the time of her injury.
- C. No payments shall be due under this paragraph until the benefits under Article XIV, Section 5 are terminated.

9. The Company will continue to maintain an Employee Assistance Program.

10. The Company and the Union have agreed to establish a committee to formulate recommendations on health and safety standards and to address other matters pertaining to automation and technological change in the work place. The representatives of this committee will include three (3) regular members from the Company and three (3) regular members from Local Union 13796. This committee will become effective June 1, 1984.

11. A joint committee shall be formed consisting of four (4) persons, half of whom shall be members of Local Union 13796. A United Steelworkers Staff Representative and the appropriate Company representative(s), shall assist the Committee on an as needed basis. Ad hoc Committee members may be added as determined by the topics under discussion. The Committee shall meet at such times as are mutually agreed to by all members. The cost of the bargaining unit employees' lost time (as established by past practice) and reasonable mileage for serving on this Committee shall be borne by the Company.

The purpose of the Committee shall be study, review and provide input into any proposed technological change of a substantive nature which could have a material impact on the clerical bargaining unit. The Committee shall discuss any problems and make recommendations with respect to the best utilization of employee resources, technology and transition; while attempting to minimize confusion of any such changes.

This section and/or any recommendations made by the Committee will not in any way alter the terms of the labor agreement effective June 1, 1984, and all subsequent labor agreements.

12. When an employee is injured on the job, the Company shall, as soon as possible, arrange to have the employee transferred to a Company authorized medical facility when necessary.

The Company will notify the Local Union Safety Committee Chairman within twenty-four (24) hours if the employee is to be treated as an in-patient in a hospital. The Company shall send to the Union Office with the employee's consent and within five (5) days of incident, copies of Accident to Employee and copies of all Safety Reporting Forms.

13. Effective January 1, 2015, employees will be eligible for one paid scheduled work day as a "Wellness Day" to cover preventive medical tests and procedures. Such day is intended to be utilized for purposes of a preventative or wellness visit and documentation for the health care provider will be required to substantiate the visit upon the employee's return to work.
14. All pre-65 employees who retire on or after January 1, 2017, will have the Defined Dollar Subsidy for retirement healthcare, according to the following formulas:
15. Effective January 1, 2017, the retiree subsidy is \$190 per year of service. The subsidy applies to the You Only and You + Children coverage categories. The spouse subsidy is \$135 per year of service. There is a combined subsidy of \$325 (\$190 + \$135) for the You + Spouse and Family coverage categories. The survivor of a retiree will receive the retiree subsidy (\$190).
16. Effective January 1, 2019, the retiree subsidy is \$225 per year of service. The subsidy applies to the You Only and You + Children coverage categories. The spouse subsidy is \$170 per year of service. There is a combined subsidy of \$395 (\$225 + \$170) for the You + Spouse and Family coverage categories. The survivor of a retiree will receive the retiree subsidy (\$225).

17. Employees retiring on or after January 1, 2015, but before January 1, 2017, will be able to voluntarily choose the Defined Dollar Subsidy; however that choice will be irrevocable.
18. Employees retiring during the years 2015, 2016, 2017, and 2018 who elect the Defined Dollar subsidy and are eligible to contribute to a Health Savings Account (HSA) will have a one-time Company contribution of \$1,500 made to their HSA (subject to IRS limits on maximum annual contributions).
19. Employees retiring in 2019 who are eligible to contribute to a Health Savings Account (HSA) will have a one-time Company contribution of \$1,200 made to their HSA (subject to IRS limits on maximum annual contributions).
20. All employees retiring after January 1, 2017 will have the Defined Dollar Subsidy for post-65 retirement healthcare, according to the following formulas:  
  
The retiree subsidy is \$65 per year of service. The subsidy applies to the You Only and You + Children coverage categories. The spouse subsidy is \$45 per year of service. There is a combined subsidy of \$110 (\$65 + \$45) for the You + Spouse and Family coverage categories. The survivor of a retiree will receive the retiree subsidy (\$65).
21. The obligation to bargain Defined Dollar subsidy rates survives the expiration of this Collective Bargaining Agreement.