

# **LABOR AGREEMENT**

BETWEEN

**ATI FORGED PRODUCTS, CUDAHY  
OPERATIONS**

AND THE

**SERVICE EMPLOYEES  
INTERNATIONAL**

UNION LOCAL #1  
AFL-CIO

April 26, 2022 - April 26, 2024

## AGREEMENT

THIS AGREEMENT made and entered into by and between the ATI Ladish Forging, LLC, **d/b/a ATI Forged Products, Cudahy Operations** hereinafter referred to as the "Company", and Local #1 of the Service Employees International, hereinafter referred to as the "Union," is for the exclusive joint use and benefit of the contracting parties as defined and set forth herein.

The Company and the Union encourage the highest degree of friendly cooperative relationships between their respective representatives at all levels and with and between all employees. The officers of the Company and the Union realize that this goal depends on more than words in a labor agreement, that it depends primarily on attitudes between people in our respective organizations and at all levels of responsibility. They believe that proper attitudes must be based on full understanding of and regard for the respective rights and responsibilities of both the Company and the Union. They believe also that proper attitudes are of major importance in the plant where day to day operations and administration of the labor agreement demand fairness and understanding. They believe that these attitudes can be encouraged best when it is made clear that the Company and the Union officers whose duties involved negotiation of the labor agreement are sincerely concerned with the best interests and well being of the business and employees.

There shall be no discrimination or intimidation by the foreman, superintendent or any other persons in the employ of the Company against any employee because of Union membership, nor against any Union Representative in carrying out his duties as covered by this agreement.

The Company will comply with all federal, state and/or local leave laws, including the Family Medical Leave Act.

Neither the Company nor the Union will unlawfully discriminate against any employee in the bargaining unit because of age, race, color, creed, gender, marital status, national origin, religious belief, disability, sexual orientation (which includes gender identity), veteran status or any other unlawful reason

## ARTICLE 1

### RECOGNITION

1. The Company recognizes the Union as the sole collective bargaining agent for all Stationary Engineers employees employed in the Main Power House, Bldg. 87 Power House and Bldg. 85 Air Compressor Facility of the Company as well as any outlying boilers throughout Cudahy Operations.

### UNION SECURITY

2. The Company agrees that all present employees who are members of the Union may remain members of the Union and that all present employees who are not members of the Union may become and remain members of the Union after the thirtieth (30th) day following the execution of this agreement; and that all new employees may become and remain members of the Union thirty (30) days after hiring date.

Should Wisconsin's "Right to Work" law be repealed during the term of this Agreement and Union security provisions become valid in the State of Wisconsin, the following clause shall become immediately effective: All present employees and all newly hired employees in positions currently covered by this Agreement shall, upon the legally effective date of this provision remain, during the continuance of this Agreement or any extension thereof, members of the Union in good standing immediately following a grace period of ninety (90) calendar days from legally effective date of this provision or date of hire, whichever is later.

The parties expressly agree that the Union Security clause shall take effect upon repeal of the State of Wisconsin Right to Work Law. If the language of the provision immediately above has to be modified to comply with Federal and /or State of Wisconsin law in order to effectuate the effectiveness of the Union Security clause, the parties agree to meet within a reasonable period of time and make such amendments where appropriate.

### CHECKOFF

3. Upon the receipt of written authorization from any employee, the Company will deduct from his their pay his initiation fees, if due, monthly dues and monies legally due and deductible to the Union. Such voluntary written authorization shall be irrevocable for one (1) year or until the termination of the collective bargaining agreement between my Employer and the Union, whichever occurs sooner. This authorization shall be automatically renewed for successive one (1) year periods or until the termination of the collective bargaining agreement, whichever is the lesser, unless revoked by giving written notice to the employer and Union not more than twenty (20) and not less than five (5) days prior to the expiration of the appropriate yearly period or contract term. This authorization is independent of, and not a quid pro quo, for union membership and shall continue in full force and effect even if I resign my Union membership, except if properly revoked in the manner prescribed herein.

## **ARTICLE 2**

### **MANAGEMENT CLAUSE**

1. The management of the works and the direction of the working forces, including the right to hire or discharge for just cause, and the right to relieve employees from duty because of lack of work, or for any other legitimate reason, is vested exclusively in the Company, subject to the other provisions of this contract. This will not be used for purposes of discrimination against any member of the Union. All disputes arising in operation under this clause shall be subject to the grievance procedure of this contract.

## **ARTICLE 3**

### **GRIEVANCE PROCEDURE**

1. The Union shall annually present to the Company a certified list of its officers and stewards.

The Company shall annually present to the Union a list of its representatives authorized to deal with the Union on matters affecting this contract.

The Company and the Union agree to notify the other when changes on these lists occur.

2. Subject to the provisions of Section 9 (a) of the Labor-Management Relations Act of 1947, as amended, should differences arise between the Company and its employees, either individually or collectively, as to the meaning and application of the provisions of this agreement, an earnest effort shall be made to settle any such differences at the earliest possible time by the use of the following procedure:

Step 1 — Within five (5) working days after the occurrence of the incident or the date on which the employee and/or Union knew or could have known of the incident giving rise to a grievance, the aggrieved employee or the Union shall first discuss the grievance with the Supervisor, with or without the Steward in an effort to have the matter adjusted. The Supervisor shall be given forty- eight (48) hours or two (2) working days to answer such grievance.

Step 2 — If the Supervisor fails to give a satisfactory decision within three (3) workdays, it shall be submitted in writing to the Department Head for a prompt decision.

Step 3 — If the Department Head fails to give a satisfactory decision within three (3) workdays, it shall be submitted in writing to the President of the Company or his designated representative who shall grant a hearing thereon not later than five (5) workdays after a written request therefor and he shall render his decision as promptly as possible.

Every effort shall be made to the end that all grievances are completely processed to a final conclusion within thirty (30) days following the submission of the written grievance.

3. The Manager of Labor Relations or his designated representative and the steward and employee presenting the grievance shall have the right at all times to participate in any and all hearings on grievances and in any and all of the first two stages of the grievance procedure mentioned above, and the steward shall

have the right to have present and/or be represented by the Business Representative of the Union in any discussions or negotiations in the stages of the grievance procedure mentioned above.

Stewards and employees will be compensated with straight time rate for time spent in meetings with the Company.

In the event that any difference is not resolved pursuant to the procedure set forth in Section 2 above, then either party may request that the matter be submitted to arbitration for resolution. The request must be submitted in writing specifying the matter to be determined and must be delivered to the other party not more than thirty (30) workdays following the final decision in Step 3 of the Grievance Procedure. The Arbitrator shall be selected from a list of seven (7) names submitted by the Federal Mediation and Conciliation Service. Either party shall have the right to reject completely the first list if deemed unsatisfactory and request a second list of seven (7) names. The Arbitrator shall be selected by having the party requesting arbitration strike one name from the list with the other party then striking one name and thereafter, each shall strike alternately until one name is left, and this person shall be appointed Arbitrator. The Arbitrator shall have no power to add to, subtract from, change or modify any provisions of the agreement. The Arbitrator shall consider and decide only the particular issue(s) presented to him/her in writing by the Company and the Union. The Arbitrator's decision and award shall be based upon a preponderance of the evidence and solely upon his/her interpretation of and application of the terms of this agreement. The Arbitrator's decision shall be final and binding. The cost of the proceedings shall be shared equally by the parties with each party being responsible for payment and expenses of its own witnesses.

#### **NO STRIKE - NO LOCKOUT**

4. It is agreed on the part of the Union that during the term of this agreement, there shall be no concerted slow down, concerted cessation of work, or strike, and on the part of the Company, no lock out.

5. It is agreed that it shall not constitute a breach of this agreement for any employee or Union member covered hereby to refuse to cross a picket line, or to refuse to enter upon the premises of the employer if such refusal does not constitute a violation of Sub-section 303 (a) of the Taft-Hartley Act.

#### **DISCIPLINARY LAYOFFS AND DISCHARGES**

6. A Union representative shall be present if any employee is discharged, suspended, or otherwise disciplined. Such employee shall have later recourse to the grievance procedure as outlined in Article 3. If it is found that such employee has been unjustly discharged, suspended or otherwise disciplined, or improperly laid off, he shall be reinstated immediately with seniority rights unimpaired, and compensated in full for any wage loss at his average hourly earned rate for the preceding quarterly payroll period. However, this provision is only effective in such cases presented in writing for hearing within ten (10) workdays after occurrence of such discharge, suspension, layoff or other alleged imposition.

7. Either party may request a meeting with the other party at any time provided a written request setting forth specifically the purpose of said meeting is first given, in which instance said meeting shall be held within five (5) workdays after the receipt of such written notice or such other time as the parties may mutually agree.

### **ARTICLE 4**

#### **SENIORITY**

1. Seniority is defined as the continuous length of the employee's service with the Company and shall be applied in calculating vacations and wage dividend. Continuous service means all time from the most recent date of employment, including time lost for layoffs and authorized leaves of absence. Bargaining Unit seniority is defined as continuous length of service within the Bargaining Unit and shall apply to layoffs, recalls, promotions, bids and transfers throughout the plant coming within the jurisdiction of this agreement. Bargaining Unit seniority shall be the determining factor in all of the following cases: In the case of reduction of forces, the employee with the greater departmental seniority shall be the last laid off and the first recalled and shall be given the first opportunity in the filling of any positions or permanent vacancies, provided that said employee has sufficient ability to do any of the work available.

## **PROBATIONARY PERIOD**

2. New employees or employees transferring into the Bargaining Unit shall not be considered regular employees within the said unit above mentioned until they have completed a probationary period of one hundred (120) days calendar days. During such period the Company has the exclusive right to determine the retention or dismissal of said employees who (employees), however, shall have the right of recourse to the grievance procedure provided in this contract for all grievances other than those regarding retention or dismissal. In all cases, seniority of employees satisfactorily completing such probationary period shall commence as of date of entry into the Bargaining Unit or department. The above probationary period may be extended by mutual agreement between supervisor, steward and employee.

New employees not in possession of a National Institute for Uniform Licensing of Power Engineers Inc. (NIULPE) or American Society of Power Engineers Fourth Class license (**APSE**), or **4 years of equivalent experience**, shall be given not less than 160 working hours of training time before they may assume duties and responsibilities of Engineer's position. Such training period may be extended if Company deems it necessary.

New employees in possession of the NIULPE Fourth Class license shall be given not less than 120 working hours training before they may assume duties and responsibilities of Engineer's position.

## **INACTIVATIONS**

3. Notification of inactivations and bump lists will be posted on departmental bulletin boards prior to end of shift on Wednesday with inactivations becoming effective at end of employee's regular scheduled shift on Friday.

### **INACTIVATION PROCEDURE**

4. In the event an employee's bid job is inactivated or eliminated by the Company, the affected employee shall displace the least senior employee on the departmental roster. In the event of multiple inactivations, seniority shall have preference.

### **BID RIGHTS AFTER INACTIVATIONS**

5. In the event the Company inactivates an Engineer, the inactivated employee being displaced or laid off shall retain his bid on this job for a period of six (6) months. If at the end of this six (6) month period the bid job is still inactive, the displaced employee shall forfeit his bid on such job.

## **LAYOFFS**

6. (a) Seniority shall be the determining factor in all of the following cases: In the case of reduction of forces the employee with the greater seniority shall be the last laid off and the first rehired and shall be given the first opportunity in the filling of any positions or permanent vacancies, provided that said employee has sufficient ability to do any of the work available.

(b) In the event it becomes necessary to layoff employees, probationary employees shall be laid off before there is a reduction in hours. If necessary for further reduction, the employee with the least seniority shall be the first laid off and the last rehired.

(c) There would be a layoff instead of reducing hours below forty (40) hours per week.

7. When layoffs are effected Company may, at its discretion, provide for voluntary or rotating layoffs with Company determining number of employees to be laid off.

In the event voluntary or rotating layoffs are put into effect, such layoffs shall be on the basis of seniority preference, i.e., most senior employee(s) shall have the first choice to be laid off.

It is understood that such voluntary layoffs shall not exceed two (2) months in the calendar year, except by mutual agreement.

8. The steward and the employees affected shall be given at least three (3) workdays prior notice of contemplated layoff and twenty-four (24) hours prior notice in case of reduction in hours.

9. The Company shall keep a seniority list up to date at all times, setting forth thereon each employee's I.D. number, name and seniority date; such list shall be available for inspection by the Union, and one (1) copy shall be furnished to the Business Representative. A corrected copy shall be posted each six (6) months. Any such corrected seniority roster shall be posted for a period of ten (10) workdays, during which time any employee who feels his seniority to be improperly listed may call attention of this fact to the Management and steward for correction or verification.

Any shutdowns beyond those permitted by this labor agreement will be restricted to those that curtail operations in weekly increments.

#### **RECALL FROM LAYOFF**

10. (a) Employees on the seniority list, but on layoff, shall be given five (5) days in which to report for work after recall notification has been given by the Company. Such notification by the Company shall be by registered mail. This section shall not apply to an employee, who, by reason of illness or other just cause, is not able to report by the end of the five (5) day period and so advises the Company.

(b) In the event an employee is required sooner than the five (5) day limit as provided above in this section, the notice to such employee shall set forth the time when he is required for work. In those instances in which the employee so notified cannot return to work within the required time limit as set forth in the notice, the next employee in point of seniority may be called and maybe permitted to work until the senior employee is able to return, as limited by this section.

#### **DUTIES OF ENGINEERS**

11. It shall be the duty of Engineers to efficiently operate all equipment in the Power Plant, Bldg. #85, **Bldg. #87**, and all outlying Package Boilers under the jurisdiction of this Union. Engineers shall be required to do normal maintenance and inspection of Air Compressors and Boilers and related equipment.

#### **JOB BIDS**

12. (a) Notice of vacancies defining shift and job will be posted on bulletin boards located in or near the office of the Supervisor for a period of three (3) regularly scheduled working days. Bids are to be submitted on a standard bid form which can be obtained from your Supervisor. The employee will then place his sealed bid in the bid box located at the office of the Supervisor of the department into which the employee desires to bid.

If employee elects to reject his application for a bid job he shall submit written rejection slip and place same in bid box before closing of bid.

(b) In all cases, the filling of new positions or permanent vacancies, ability and qualifications being sufficient, seniority shall prevail on a preferential basis. In all cases when vacancies occur within a classification, the employees in the classification shall have shift preference in accordance with seniority and any newly hired or promoted employee in the classification shall accept the remaining shift.

#### **TRANSFER TO AWARDED BID**

(c) The successful bidder shall be transferred to the new job within ten (10) workdays. If the ten workdays is extended through mutual agreement with the Union steward, the successful bidder shall be paid beginning with the eleventh workday, his new rate of pay.

In the event no bids are received for the vacancy, any qualified employee requesting assignment to the job will receive the job on a seniority basis as set forth above. If no request is made for assignment, then the Company may hire other employees to fill existing vacancies.

When the department head opens the sealed bids, the steward shall be present and be given full and complete information as to the selection of the successful bidder. The department head and steward shall sign the bid of the successful bidder. The name of the successful bidder shall be posted immediately. The steward shall be given adequate notification of such bid meetings so he can attend.

## **LOSS OF SENIORITY**

13. Seniority of employees shall be considered terminated in case of:

- (a) Voluntary resignation.
- (b) Justifiable discharge.

(c) Employee's failure to return to work after layoff within five (5) days after being notified by registered mail (return receipt requested) sent to last known address appearing on the Company's records, provided, this time shall be extended for justifiable cause, such as illness or injury, if the employee is unable to report for work and so advises the Company within two (2) workdays after receipt of said notice.

(d)

Employees who are on an approved leave of absence for occupational and non-occupational injury or illness are subject to termination as follows:

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|                                    |   |
|------------------------------------|---|
| Up to ten (10) years of service    | Leave of absence not to exceed (1) year |
| Greater than (10) years of service | Leave of absence not to exceed eighteen |

(e) Any employee who, having been granted a leave of absence, engages in any gainful employment elsewhere during said leave of absence, or who shall be on leave of absence for more than ninety (90) consecutive days unless special provisions shall have been made therefore by agreement between the Company and the steward.

14. All employees on the seniority list who volunteer or are called for military duty for the United States Government, shall be considered on leave of absence and shall retain all rights cumulatively and without interruption. All such employees who apply within ninety (90) days after discharge under honorable conditions from such service shall be reinstated to the occupation they held at the time of entering the service, or if such occupation has been discontinued during their absence, they shall be reinstated to a position of like seniority, status and pay.

## **LEAVES OF ABSENCE**

15. All requests for leaves of absence will be judged on the merit of each individual case and decision as to the granting of such leave shall be mutually agreed to between Human Resources or the **Occupational Health Nurse** and steward. Leaves of absence shall be granted for a period not to exceed thirty (30) days, but upon written request, may be renewed by mutual consent of Management and the steward.

Employees who are subject to layoff during a leave of absence, shall be placed on layoff status in accordance with the terms of the labor agreement.

## **LEAVES OF ABSENCE - UNION OR PUBLIC OFFICE**

16. Any full time employee elected or appointed to a full time public or union office, necessitating a leave of absence, shall be granted such leave of absence for his tenure of office, or the period of this agreement, whichever is less. Such employee shall be returned to his bid job or one of like status with full seniority accumulated.

With advance permission, an individual who is an officer of Local 1 may be granted time off from work for Union business.

## **SUPERVISOR SENIORITY**

17. The duties of supervisory employees of the Company shall be generally limited to supervision or instruction of employees, except in cases of emergency, acts of God or the government, or other matters beyond the control of the Company. If, during the life of this agreement, an employee is promoted from the Bargaining Unit to a supervisory capacity, he shall retain the right to return to the Bargaining Unit within

ninety (90) days from the date of transfer to a supervisory capacity and can return to the Bargaining Unit within said ninety day period by exercising the seniority he has by displacing the employee with the least seniority within the department. In the event such employee remains in a supervisory capacity beyond the aforementioned ninety day period, he shall forfeit all Bargaining Unit seniority.

## ARTICLE 5

### VACATIONS

1. Employees hired on or after 4/11/88 will be paid at their hourly rate. Employees will be paid their vacation pay when vacation is used.
2. For employees hired on or after 4/11/88, vacation pay shall be based on employee's current rate and shift premium. For those employees hired on or after 4/11/88, all time lost for vacation purposes shall be considered as time worked and employees will receive vacation pay in accordance with above schedule for such lost time.
3. For vacation purposes, the Company may close down the entire plant or any department thereof, or may prepare a staggered vacation schedule applicable during the vacation period. During any critical emergency, the Company may require continued production instead of time off for vacation pay in lieu of vacation.
4. Time lost by reason of occupational injury will be treated as time worked.

**If an employee is absent from work due to active military duty, the employee will be covered by the Allegheny Technologies Incorporated Military Leave Policy.**

7. In the event of death of any employee who is entitled to a vacation under the provisions hereof, such vacation pay due such employee shall be paid to his lawful heirs in accordance with the law.
8. Taking a vacation shall be mandatory and employees shall not receive vacation pay in lieu of vacation except cases where those employees who experience loss of income due to illness, layoff, military service, leave of absence, or other legitimate reasons mutually agreed to. For those employees enumerated above, the taking of vacation shall not be mandatory and employees could receive vacation pay and waive vacation time off based on the following formula for days absent during the vacation year only.

| Consecutive<br>Days Absence | Vacation |
|-----------------------------|----------|
| <u>Waived</u>               | 30 - 59  |
| 60 - 89                     | 1 Week   |
| 90 - 119                    | 2 Weeks  |
| 120 - 149                   | 3 Weeks  |
| 150 & Over                  | 4 Weeks  |
|                             | 5 Weeks  |

9. Consistent with operating efficiency, vacations can be taken any time during the calendar year. No vacation period can be carried over into the succeeding calendar year, however, an employee can take his vacation in late December for the current year and take additional vacation in early January of the succeeding year, but this vacation must be available and charged against his calendar vacation entitlement.

10. Employees entitled to two (2) or three (3) weeks of vacation may take one (1) week of their vacation entitlement in daily increments and employees entitled to four (4) or more weeks of vacation may take two (2) weeks of their vacation entitlement in daily increments, provided that this vacation does not interfere with the efficiency of the department or customer or production requirements. These daily increments of vacation are subject to all applicable conditions stated in Article 7, Section 8(a).

The above language as pertains to daily increments of vacation for employees having two (2) weeks of vacation shall not apply during vacation periods when Company chooses to institute a vacation plant shutdown.

11. Employees with four (4) or five (5) weeks of vacation entitlement may, upon approval of departmental management, elect to waive one of the weeks and receive the vacation pay in lieu of the time off.

**Taking Vacation Days Prior to one (1) year of service**

If the employee takes paid vacation days but exits the Company prior to completing one (1) year of service, the employee will be required to reimburse the Company for the amount of vacation pay received. The Company will deduct this amount from any wages or other monies due to the employee.

| <u>Continuous Service<br/>Attained During Vacation</u> | <u>Vacation<br/>Allowed</u> | <u>Vacation Pay</u> |
|--|-----------------------------|---------------------|
| <1 Year and hired after<br>June 1                      | 2 Floating<br>Holidays      | 16 Hours            |
| <1 Year and hired before<br>June 1                     | 1 Week                      | 45 Hours            |
| 1 Year   | 2 week                      | 90 Hrs. Pay         |
| 6 Years  | 3 Weeks                     | 135 Hrs. Pay        |
| 12 Years   | 4 Weeks                     | 180 Hrs. Pay        |
| 20+ Years  | 5 Weeks                     | 225 Hrs. Pay        |

## **ARTICLE 6**

### **HOURS OF WORK**

1. Specific starting times may vary to provide support for manufacturing requirements. However, regular starting times may be scheduled within the limits established below unless otherwise agreed to between the Company and the Union.

|           |                              |
|-----------|------------------------------|
| 1st Shift | 5:00 A.M. through 7:00 A.M.  |
| 2nd Shift | 1:00 P.M. through 3:00 P.M.  |
| 3rd Shift | 9:00 P.M. through 11:00 P.M. |

The regularly scheduled workweek will begin with first shift on Monday. The exception will be when it is determined beneficial to the operation of the business or mutually acceptable the workweek may begin with 3rd shift on Sunday.

It is also understood that, at the department's discretion, a regularly scheduled workweek consisting of four (4) ten (10) hour days may be instituted. When instituting such a four (4) workday schedule, individual employees may be scheduled to work Monday through Thursday. Changing from a five-day normal workweek to a four day normal week, or vice versa, will be at department's discretion. Notice of change in normal workweek to be scheduled will be posted on departmental bulletin boards.

2. Nothing herein shall be construed to prevent a starting time other than herein prescribed, by agreement between the Company and the Union. In the event of such an agreement, overtime will be regulated accordingly.

3. Any employee reporting for work on regularly scheduled workdays, or required to report for work outside of regular work hours as distinguished from a mere request to work overtime, shall, if such employee shall perform such work as is available and as directed, be guaranteed at least four (4) hours of work within his Bargaining Unit or pay therefore, computed at his day rate, unless notified before the end of his previous shift not to report for work. However, such notice shall not be required in the event of fires, floods and other acts of God or the government beyond the Company's control.

## **OVERTIME PAY**

4. Overtime rate of time and one-half (1-1/2) shall be paid for all work performed:
  - (a) In excess of eight (8) hours in any twenty-four (24) hour period except employees scheduled for four (4) ten (10) hour days will receive straight time for 10 hours.
  - (b) At the direction of Management either prior to or after regularly scheduled work hours.
  - (c) From the regular first shift starting time on Saturday to the regular first shift starting time on Sunday when the workweek begins on Monday morning.
  - (d) From the regular 3rd shift starting time on Friday until the regular 3rd shift starting time on Saturday when the workweek begins on Sunday evening.
5. Overtime rate of double (2) time shall be paid for all work performed:
  - (a) In excess of ten (10) hours in any employee's twenty-four (24) hour work period.
  - (b) On the three (3) floating holidays designated by the Company and on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, December 24th, Christmas Day, December 31st, between the starting time of the first shift on such days and the starting time of the first shift on the succeeding day.
  - (c) From the regular first shift starting time on Sunday to the regular first shift starting time on Monday when the workweek begins on Monday morning.
  - (d) From the regular 3rd shift starting time on Saturday until the regular 3rd shift starting time on Sunday when the workweek begins on Sunday evening.

## **OVERTIME DISTRIBUTION**

6. Consistent with operating efficiency, overtime will be distributed as equally as possible among the qualified employees. Employees who work overtime shall not be required to take time off during regular work hours to equalize the overtime.

**The overtime schedule will be posted one week in advance.**

**EMERGENCY WORK:** In the event of emergency, employees will be asked to work on a voluntary basis. In the event an employee does not volunteer to perform emergency work, the Company shall be relieved of its obligations under the "equal distribution of overtime" regulations.

**CRITICAL EMERGENCY:** In the event of a major breakdown, fire, flood or any act of God or in instances which the Company determines is a critical emergency, it is expected that all employees requested to work overtime shall be required to do so.

## **CREDITED OVERTIME HOURS**

7. Credited overtime hours will be credited or charged on the basis of hours paid. When an employee is excused or refuses to work the overtime during the week or on weekends, such overtime will be charged to him as though it were time paid for the purpose of overtime distribution.

## **CALL BACK PAY**

8. Employees called back to work after leaving the premises of the plant and are required to work on the succeeding shift, shall be guaranteed a minimum of four (4) hours work or four (4) hours pay in lieu thereof. Example: 1st shift employees called back to work on 2nd shift, 2nd shift employees called back to work on 3rd shift or 3rd shift employees called back to work on 1st shift. Employees shall be paid in accordance with provisions of Article 6, Overtime Pay.

Employees called in to work on the shift preceding their regularly scheduled shift shall be compensated for all hours worked. Such pay shall be in accordance with Article 6, Overtime Pay.

## ARTICLE 7

### PAID HOLIDAYS

1. Employees will be paid eight (8) hours at their average straight time hourly earnings rate for the week in which holiday falls, exclusive of overtime premium for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, December 24th, Christmas Day, December 31st and five (5) floating holidays with Company having option to designate date of third, fourth and fifth floating holidays in January of each year. For any employee to receive pay for above holidays they must meet the following eligibility requirements.

- (a) Employee has completed thirty (30) days with the Company.
- (b) The employee must have worked the last scheduled working day prior to and the next scheduled working day after such holiday, except for extenuating circumstances, which are acceptable to the Company.
- (c) The holiday does not fall in a workweek in which no work was scheduled due to strike, fire or disaster.

2. Eligible employees who are laid off, return from layoff, go on or return from Company approved sick leave or Company leave of absence two (2) calendar weeks before, the week of or two (2) calendar weeks following the holiday shall receive pay for such holiday.

3. When a holiday falls on a Saturday, eligible employees shall receive holiday pay. If any of the above holidays falls on a Sunday, the following Monday shall be considered as the holiday, except as otherwise agreed to. For employees who are required to work these days, holiday pay shall be in accordance with Article VI, Section (b).

4. When one of the above holidays falls within an eligible employee's approved vacation period, and he is absent from work during his regularly scheduled workweek because of such vacation, he shall be paid for such holiday.

5. Eligible employees who may be required to and do work on any of the above holidays shall be paid for time worked in accordance with Article 6, Section 5 (b) and, in addition, shall receive holiday pay as provided in this section.

6. Employees who are scheduled to work on any such holiday and then fail to report for and perform such work without reasonable cause acceptable to the Company, shall not receive pay for that holiday.

7. CHRISTMAS SHUTDOWN. No later than March 31 of each year the Company will provide to the bargaining unit notice of the consecutive days which will be paid holidays for Christmas Eve, Christmas Day, three (3) Company Designated Holidays, New Year's Eve and New Year's Day. As part of this notice, the Company may designate up to three (3) additional, consecutive days during which no work will be scheduled.

Employees will receive holiday pay for the designated holidays subject to eligibility requirements in Section 1 of this article. However, employees will not be paid for any day(s) for which no work is scheduled unless an employee elects to utilize a floating holiday.

### FLOATING HOLIDAYS

8. (a) Employee shall notify his immediate supervisor at least five (5) calendar days prior to the day the employee elects to designate as his floating holiday. Exceptions to this five day notice can be made by mutual agreement between employee and supervisor.

(b) If the number of employees requesting floating holiday for an identical day will interfere with efficiency of department or customer or production requirements, department head will so inform appropriate steward and the number of employees who will be permitted to take such day as a floating holiday will be resolved on basis of seniority.

(c) The floating holiday must be observed by eligible employees before the end of each calendar year. If such floating holiday is taken on a Saturday or Sunday, employees will be paid eight (8) hours at their average straight time hourly earnings as specified in Article 7, Section 1.

(d) The floating holiday is subject to all applicable conditions reflected in Article 7 of current basic labor agreement which are not in conflict with conditions set forth above.

## ARTICLE 8

### BEREAVEMENT PAY

An employee shall receive a maximum of three (3) days off (excluding off days) with full pay for a death in the immediate family with the off days computed between date of death and the date immediately following the funeral. No bereavement pay shall be provided for days on which employee is not scheduled to work except when employee is on vacation. In such event, employee will be required to reschedule such unused vacation at another time. The immediate family is defined as mother, father, spouse, child, foster child while in the physical custody of a **ATI Ladish Forging LLC** employee, grandchild, brother, sister, **current** mother-in-law and **current** father-in-law, grandmother and grandfather of the employee. In cases of stepchildren pay will be authorized if a child has been raised in a normal parent-child relationship in a stepparent's home during younger formative years.

## ARTICLE 9

### JURY DUTY

1. An employee shall be excused from work on a workday on which he performs jury service, provided he gives prior notice to his supervisor. An employee shall be permitted to work part time outside his regular jury service if the nature of his work is such as will permit this practice. An employee who is excused for jury service and who furnished Company with a statement from the court with regard to jury pay received and time spent on jury service on a regularly scheduled workday, Monday through Friday, will be reimbursed by Company as follows:

- (a) Employee absent for his entire shift will be paid difference between jury duty pay and his regular wages for his regular shift.
- (b) Employee who performs jury service and works on same workday will be paid the difference, if any, between his actual earnings for the day plus the jury pay and his regular wages for his regular shift.
- (c) Employee who is called for jury service, responds to call and loses time from work, but is not accepted to jury service, will receive amount equal to his regular wages for such time lost on his regular shift, provided he returns to his job promptly.
- (d) For purposes of this section, regular wages shall be employee's current rate, using the employee's hourly day rate.

### COURT WITNESSING PAY

2. An employee shall be excused from work on a workday on which he is required to appear as a subpoenaed witness or required by the court to appear as a witness, in a court of law, provided he furnishes prior notice to his supervisor. An employee will not be eligible for court witnessing pay under this section if the litigation involves the Company and the Union, unless in such litigation the Company subpoenas the employee or requires the employee as a witness.

## ARTICLE 10

### GROUP INSURANCE COVERAGE

Effective January 1, 2019, employees shall become eligible for the Medical, Dental and Vision Plans, on the first of the month following the employee's date of hire. Qualified bargaining unit employees will be allowed

to join and participate in such Plan(s) in the same manner as salaried employees and under the terms and conditions set forth in said Plan(s), or as subsequently amended, altered, and/or revised from time to time by the Company. Said coverage and benefits are also subject to the terms and conditions contained in any contracts between the Company and any insurance carrier, provider, or third party administrator. The Company shall have the right to change the third party administrator of the benefits. No Company action respecting said Plan(s) nor any dispute arising out of, under or relating to said Plan(s) shall be subject to the Grievance or Arbitration procedures under this Agreement. Any change in coverage and benefits and/or any changes in contributions, premiums, deductibles or plan design which may occur in the Medical and Dental Group Insurance Plan(s) during the term of this Agreement will be applied to the bargaining unit employees on the date or dates that such changes become effective for the salaried employees.

Insurance charges are subject to a yearly review and any increases or decreases that may occur during the life of the Agreement will be applied to bargaining unit employees in the same manner as salaried employees to include employee contributions. The amounts established by the Company shall be communicated to the Union and shall not be subject to review under this Agreement's grievance procedure.

In case of layoff, termination or other cessation of active employment, Medical, Dental and Vision insurance coverage will be discontinued on the last day of the month in which the employee stops working. All other benefits terminate immediately upon cessation of active employment.

Employees hired prior to May 1, 2018 who go on Early (Pre-65) or Disability retirement and their eligible spouse on or after 2/26/06 will be offered the opportunity to enroll in an insurance plan provided by the Company. Choice of insurers and specific plan designs are the Company's determination. The expectation is that a plan design would only change to control cost to the Company and the retirees or due to variations from one insurer to another. The maximum monthly Company contribution for early and disability retirees who retire on or after 2/26/06 and their spouses effective 2/26/06 is \$974 for a family plan and \$378 for a single. All current and future costs that exceed the above Company contributions will be paid by the retiree/spouse. Failure to pay the required insurance costs will result in termination of coverage.

When retiree or spouse becomes eligible for Medicare they may elect to be enrolled in the Medicare Supplemental Plan. The Company's maximum monthly contribution for the Medicare Supplemental Plan will be \$43.

Upon ratification of this agreement (May 1, 2018), new hires would not be eligible for Retiree Medical Insurance and Retiree Life Insurance. This would include the Pre-65 coverage as well as the Medicare Supplement Plan. Additionally, if an eligible employee does not elect Retiree Medical and Retiree Life Insurance at the time of retirement, they would not be eligible to elect coverage in the future.

The Company will continue to pay the full cost of vision care, a dental HMO for single contracts, Health and Accident, Life and Accidental Death and Dismemberment plans for the duration of this agreement.

The Company shall provide basic life and accidental death & dismemberment insurance in the amount of one times the employee's base annual earnings (BAE). Such coverage is subject to the terms and limitations as set forth in the governing plan documents, to include items such as coverage reductions based upon age parameters. Base annual earnings shall be defined as 2,080 times the employee's regular rate of pay.

The Company will provide employees the opportunity to elect Optional Supplemental Life Insurance coverage for themselves, and Optional Dependent Life Insurance for their spouse and eligible dependents in the same manner as provided to salaried employees. The cost of any elected optional life insurance coverage is paid solely by the employee.

For accidents or injuries that occur on or after 4/20/15, **Health and Accident Insurance** benefits will be \$500 per week maximum of **26** weeks for the duration of the agreement.

Wellness Participation - The Company may offer a wellness program that the union is eligible to participate in.

## ARTICLE 11

### SEIU WAGE RATES

1.

Newly hired employees shall progress in the rate ranges, as defined below, and reach the top of the rate range no later than 18 months from date of hire and no sooner than the date they obtain a license from the National Institute for the Uniform Licensing of Power Engineers Inc. (NIULPE) **or American Society of Power Engineers (ASPE) Fourth Class license.**

### WAGE SCHEDULE

**Year 1- %5**  
**Year 2- %3**

**Refer to**

**Table:**

| <b>Classification</b>            | <b>Year 1 (5%)</b> |                 | <b>Year 2 (3%)</b> |                 |
|----------------------------------|--------------------|-----------------|--------------------|-----------------|
|                                  | <b>Min</b>         | <b>Max</b>      | <b>Min</b>         | <b>Max</b>      |
| <b>Eng Boilers and Air House</b> | <b>\$ 24.52</b>    | <b>\$ 30.89</b> | <b>\$ 25.25</b>    | <b>\$ 31.82</b> |

2. Employees working a regularly scheduled second shift shall be paid a shift premium of twenty-five cents (\$.25) per hour for each hour worked. Employees working a regularly scheduled third shift shall be paid a shift premium of thirty cents (\$.30) per hour for each hour worked.

3. **Profit Sharing** - Company will distribute the yearly profit sharing design no later than 2/28 of each year of the agreement.

### GROUP LEADERS

A group leader may be selected by the Company to expedite the work of the employees of the bargaining unit. A group leader will not engage in activities precluded by law, such as discipline, and will not be required to violate internal union rules in performance of his/her duties.

However the group leader may communicate work requirements, priorities, methodologies, etc. to the other employees.

The intent is to encourage the self-directed working environment within the unit and further reduce the reliance on supervisory participation in the activities of the unit. The group leader position is voluntary and resignation by an existing group leader is acceptable.

Selection of a group leader will be reviewed with the union representative prior to it becoming effective. The review process is intended to assure the best candidate is selected. Although seniority is not the determining factor in deciding who will be selected as a group leader, it will be considered when qualifications are equal. In addition, it is recognized that as a general rule a group leader may be more effective if assigned to first shift, however it does not preclude the selection of someone on 2nd or 3rd shift. The final determination on selection and retention of a group leader is the responsibility of management.

Group leaders will receive an additional **\$1.00 per hour** for the additional responsibilities.

## ARTICLE 12

### GENERAL

1. Duly authorized representatives of the Union shall have access to the Company's plant, buildings and grounds at any time upon application to the Personnel Office.
2. (a) Upon request the Company shall furnish Union with a list of the employees in the various classifications recognized by this agreement, showing their classifications, their rate of pay, the date of hire and the shift worked.  
(b) All requests for notices provided for herein must be made by the authorized Union Representative or the steward. Other requests need not be honored by the Company.

3. All future employees that are hired into the Power Plant shall be in possession of a National Institute for the Uniform Licensing of Power Engineers Inc. (NIULPE) or American Society of Power Engineers (ASPE) Fourth Class license. In the event such employee is not available for hire, a non-licensed individual **possessing 4 years of applicable experience** may be hired and within fifteen (15) months after date of hire, shall be in possession of a NIULPE Fourth Class license.

Failure to be in possession of license within above-stated time limit shall subject employee to immediate disciplinary action up to and including termination of his/her employment.

Company will reimburse employees for the cost of renewal of their licenses.

### INDUSTRIAL INJURY

4. Company will pay balance of employee's eight (8) hours scheduled shift at the employee's day rate in the event such employee sustains industrial injury, is unable to continue working, is cleared through the Medical Department and the disability is verified within twenty-four (24) hours by the Company's **Occupational Health Nurse** or the employee's personal/attending physician, with concurrence by the Company's Occupational Health Nurse. Employee injured on Friday must have injury verified the following Monday.

### RESTRICTED DUTY

5. All active employees who temporarily become physically unable to perform their regular job satisfactorily due to a compensable industrial injury or non-work related injury or illness may be given temporary restricted work activities within the provisions of this section.

Eligibility, degree and duration of restricted work activity shall be determined by Company **Occupational Health Nurse** or employee's personal/attending physician with concurrence by Company **Occupational Health Nurse**. In the event the Company **Occupational Health Nurse** and employee's personal/attending physician disagree, an independent medical opinion will be obtained at Company cost. Status will be reevaluated on a periodic basis.

Upon approval of Company **Occupational Health Nurse**, departmental management shall assign activity within present job classification and/or department per specifications of medical restrictions.

When employee is no longer physically restricted as determined by Company **Occupational Health Nurse** or employee's personal/ attending physician with concurrence by Company **Occupational Health Nurse**, the employee will return to his full bid functions.

No employee on restricted duty will be retained out of seniority.

### BULLETIN BOARD

6. The Company shall provide bulletin board space for the exclusive use of the Union by placing one in a conspicuous place in the Power House and/or Bldg. 85 Air Compressor Facility.

## **SHOP RULES**

7. The right of the Company to enact and enforce by discharge or other reasonable disciplinary measures all Company regulations, and especially the shop rules now contained in the "Employee Handbook" booklet and "Safety Hand Book," not in conflict with the express terms of this agreement, is recognized for efficient plant operation and safety considerations.

8. The Company will continue to furnish laundry service at cost.

The Company will provide all required PPE.

**Prescription Glasses.** The Company will provide to employees who require prescription lenses an initial pair of prescription safety glasses. Whenever such glasses need replaced due to a change in prescription or normal use, wear and tear, the Company will provide suitable replacements, provided the old pair is returned to the Company. Employees who lose their Company-provided glasses will be responsible for purchasing replacements.

**Safety Shoes.** The Company will provide each employee with an initial pair of safety shoes from a Company-approved vendor. The Company will provide replacement safety shoes every twelve (12) months or whenever such shoes need replaced due to normal use, wear and tear; provided that the old pair is returned to the Company. Employees who lose their Company-provided shoes will be responsible for purchasing replacements. The Company approved vendor will offer a variety of brands providing sufficient protection.

9. Overtime records shall be kept by the supervisor and be subject to inspection by the steward not less than once every ninety (90) days.

## **PENSION**

10. The "Ladish Co. Pension Plan, and SEIU shall continue in effect as a separate contract between the parties.

Effective 5/1/06 employees will cease to accrue benefits under the Ladish Pension Plan. The benefit multiplier for the Ladish Pension Plan will continue to be \$22 for service accrued up to 5/1/06.

Company pension contribution to the IAM National Plan for each member of the bargaining unit to be as follows:

\$2.65 per hour effective April 24, 2017

## **SAVINGS DEFERRAL INVESTMENT PLAN**

Effective 1/1/92 Company established a Savings and Deferral Investment Plan. The Plan will permit eligible employees to contribute from 1% to 50% of regular weekly pay on a before (401K) or after tax basis. The Company may add additional investment choices in the future. The Company will be the sole administrator of the Plan.

Effective 5/1/03 the company will discontinue a match on the 401-K.

## **TUITION REFUND**

11. The Company is committed to assisting in the development of employees within the Bargaining Unit. The Company recognizes that the improvement of employees' knowledge and skills contributes to the overall well-being and growth of the employee and the Company. The purpose of the tuition refund program is to provide encouragement and financial assistance to employees who take job related educational courses outside regular working hours, on a voluntary basis for self-improvement.

Full time employees, who have completed their probationary period, at the time of application, are eligible for tuition refund program benefits. Employees who are laid off, after beginning an approved course shall continue to be eligible for tuition refund, for that course, while on layoff status. Employees who are laid off

before an approved course begins shall not be eligible for tuition refund. Employees who quit or are discharged while enrolled in approved courses will not be eligible for tuition refund.

Employees who enroll in approved credit or non-credit regular, extension or correspondence courses are eligible for tuition refund program benefits. All courses must be offered by a school accredited by at least one of the following agencies:

- A. North Central Association of college & secondary schools.
- B. National Home Study Council.
- C. Wisconsin State Board of Vocational, Technical & Adult Education.

Courses taken under this program must be directly related to Company operations in which the employee is employed or may be employed in the future. Courses that are not job related, but are part of a curriculum leading to a degree in a field that is job related, will be eligible for refund under this program.

Employees desiring to receive benefits under this program must obtain "Application for Tuition Refund" form from the Personnel Relations Department. The completed form must be submitted to the Personnel Relations Department no later than two (2) weeks prior to final registration date for the course. The employee will be notified of eligibility (or ineligibility) for tuition refund as promptly as possible.

Employees submitting certification of successful completion of approved credit courses with a grade of "C" or higher or a certificate of completion and attendance at not less than 80% of scheduled classes for approved non-credit courses, shall be eligible for reimbursement of 100% of the tuition and required lab fees, not to exceed a total of \$750.00 per employee, per academic year. Employees who are eligible for State and/or Federal Financial Assistance for tuition refund and lab fees will not be eligible for ATI Ladish Forging, LLC **d/b/a ATI Forged Products, Cudahy Operations** Tuition Refund Program benefits.

Upon successful completion of an approved course, the employee must provide the Personnel Relations Department with a receipt indicating the amount paid for tuition and lab fees.

## ARTICLE 13

### COVERAGE

NUMBER OF ENGINEERS -  
POWER PLANT AND BLDG. #85

1. **Engineers shall be responsible for the equipment (air compressors, boilers, and the supporting equipment) set up, so that the equipment operates safely and efficiently, while supplying the shop's needs. Engineers will set up, operate, adjust and monitor the equipment, so that the equipment operates, as needed, on their shift and on unstaffed shifts.**
2. With regard to boilers located throughout the Plant, it is understood that such units fall within the jurisdiction of the SEIU and all maintenance and checking functions, including start-up and shutdown (in the absence of automatic starting devices) shall be performed by members of the SEIU at the direction of Supervision.
3. In cases of illness or leaves of absence that are expected to extend beyond six (6) weeks, the Company may acquire qualified temporary replacements. It is also recognized temporary employees will be subject to the same 120-hour familiarization required of new employees (this clause would not include subcontract workers that are familiar with the equipment or processes).

Exceptions would be if temporary employee was a former ATI Ladish Forging, LLC employee and was familiar with equipment or there was mutual agreement to reduce or eliminate the requirement based on previous experience.

## ARTICLE 14

### SEVERANCE PAY

When in the sole judgment of the Company, it decides to close permanently the present facilities or discontinue permanently a substantial portion thereof, an employee who is laid off either directly or indirectly as a result thereof because he was not entitled to other employment with the Company pursuant to the seniority or recall provisions of the Labor Agreement, shall be entitled to severance allowance in accordance with the following:

| <u>LENGTH OF CONTINUOUS<br/>COMPANY SERVICE</u> | <u>SEVERANCE<br/>ALLOWANCES</u> |
|---|---------------------------------|
| 0 Years to 3 Years                              | 0 hours pay                     |
| 3 Years to 5 Years                              | 120 hours pay                   |
| 5 Years to 7 Years                              | 160 hours pay                   |
| 7 Years to 10 Years                             | 200 hours pay                   |
| 10 Years or more                                | 240 hours pay                   |

Severance allowances shall be computed on previous quarter's average straight time hourly earnings which includes shift premium.

Before the Company shall close permanently a plant or discontinue permanently the present facilities or substantial portion thereof, it shall give the Union, when practicable, advance written notification of its decision. Such notification shall be given at least sixty (60) days prior to the effective closure date, and the Company will thereafter meet with Union representatives to provide them with an opportunity to discuss the effects of the Company's course of action.

An employee shall have sixty (60) days after layoff to make a decision as to whether to accept the severance allowance or to remain on a layoff status. If the employee does not notify the Company in writing as to the decision during the sixty (60) day period, the employee shall be deemed to be continuing on layoff status and shall not be entitled to any severance allowance even though the employee may never be rehired.

An employee electing to accept the severance allowance shall cease to have any seniority or other rights under the terms of the Agreement and if subsequently employed shall be considered a new employee. The severance allowance shall be paid in a lump sum within ten (10) days after the employee notifies the Company that he has decided to accept the severance allowance.

Any employee who voluntarily terminates his employment with the Company before his last day of work as designated by the Company shall not be eligible for a severance allowance.

Severance allowance shall not be duplicated for the same severance, whether the other obligation arises by reason of contract, law or otherwise. If an individual is or shall become entitled to any discharge, liquidation, severance, or dismissal allowance or payment of similar kind by reason of any law of the United States of America or any of the States, Districts or Territories thereof subject to its jurisdiction, the total amount of such payments shall be deducted from the severance allowance to which the individual may be entitled under this Article, or any payment made by the Company under this Article may be offset against such payments. Statutory Unemployment Compensation payments shall be excluded from the non- duplication provisions of this section, except that the severance allowance will be allocated by the Company to the equivalent number of weeks immediately following termination.

This section shall not be interpreted to offset the Company's right to lay off or in any other way reduce or increase the working force in accordance with its presently existing rights as set forth in Article II of this Agreement.

## ARTICLE 14

### TENURE OF CONTRACT

This ~~Contract~~ shall become effective April 26, 2022, and shall expire April 26, 2024. It is agreed that it shall be automatically renewed by ~~the~~ ~~either~~ party for one period thereafter unless either party desires otherwise at least 60 days prior to the expiration of the contract. In case of a tie, the party with the most seniority shall have the right to renew the contract. Notice of non-renewal shall be given in writing to the other party at least 60 days prior to the expiration of the contract.

ATI Ladish Forging, LLC d/b/a/ ATI Forged  
Products, Cudahy Operations

Service Employees International Union  
Local #1 AFL-CIO

Joseph Kennedy, Sr. Manager, Human Resources

Bob Hagen, SEIU Local 1 Union Representative

~~Barbara~~ Peterson, Manager, Labor  
Relations

Genie Kastrup, President, Local 1

J. Kennedy

Robert A. Hagen

1

Genie Kastrup

**VII. EMPLOYEE PROTECTION**

A. Any employee who feels he or she has been treated unfairly by this policy has a right to grieve using the steps as outlined in the present contract. In the interest of expediency, both parties should make every effort to resolve quickly without jeopardizing either parties' rights as covered by the contract.

B. Nothing in this policy is to be interpreted as constituting a waiver of the Employer's rights to take disciplinary measures for just cause or the Union and its members' rights to avail themselves of provisions in the collective bargaining agreement, including the grievance and arbitration procedures.

C. Employees who voluntarily come forth and request company assistance in combating their problem shall not be penalized in any manner until such time as they have completed treatment and are subsequently found to be users again under the testing for just cause provisions of this policy. In this situation, provisions of this policy will begin with the first non-voluntary offense.

D. Employees who voluntarily come forth and request assistance directly through the Company's EAP shall not have their right to confidentiality affected by the existence of this policy.

E. The Company and the Union shall develop a procedure to assist management and union representatives in identifying factors which constitute reasonable cause.

**VIII. INDEMNITY CLAUSE**

The Company shall indemnify and hold the Union harmless against any and all claims, demands, suits or liabilities that may arise out of the Company's application or enforcement of this agreement.

**IX. SAVINGS CLAUSE**

Should any part of this agreement be determined contrary to law, such invalidation of that part or portion of this agreement shall not invalidate the remaining portions. In the event of such determination, the parties agree to immediately bargain in good faith in an attempt to agree upon a provision for the invalidated portion which complies with the law.