



District 9

International Association of Machinists and Aerospace Workers

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October 9, 2017

**TO ALL EMPLOYEES OF GBC METALS, LLC, d/b/a/OLIN BRASS,
WHO ARE MEMBERS OF DISTRICT NO. 9, I.A.M.A.W.**

Following is an update of current negotiations:

We continue going back and forth with the Company discussing and explaining the importance of our proposals. There has been no movement regarding the elimination of the Agreement on Efficiencies. We modified our proposal to change one key sentence that would help us going forward; however, the Company continues to reject this proposal.

There is no update on classifications or the Utility classification being free bump, as we have not discussed this issue since the last update. We will be meeting with the Company this week on this proposal.

The Committees are moving forward with Overtime Agreement changes so you should see them very soon with amended Agreements for you to vote on. One change that you may see in your Agreement is that if you schedule a vacation day on Friday prior to the weekend notice being posted, you will not be required to work Saturday. This was a proposal we had made; however, since some Overtime Agreements already have this language, the Company requested that we address this issue in the Overtime Agreement changes. Please participate as we will only make Overtime Agreement changes if the majority of the members affected by the Agreement agree to the proposed changes. Once again, we want to submit the proposed changes during negotiations to insure we have a fighting chance to make the improvements we need.

The Company has agreed to a few changes we proposed; such as, they will now agree to allow employees to bid group preference (i.e., 1 of 4, 2 of 4, 3 of 4, 4 of 4) one (1) time per year. This has been a sore subject for our members for several years, so we now have a foot in the door to at least be able to move once per year. This would be effective for all bids beginning January 1, 2018.

The Company wanted to combine both storerooms into a new occupational group and classification of their own. If there were ever a curtailment, those employees would have no place to bump. The Union could not allow that to happen so we came to an agreement with the Company that the job would remain as it is in the Utility classification; however, anyone bidding or bumping into the classification would need to pass a computer literacy test to enter the classification. The Company is looking to ensure that employees are able to navigate the computer and have basic knowledge of Outlook (sending emails).

The Company has also agreed that they will not force an employee over more than 4 hours from midnights to days; however, the employee may volunteer. This is a giant step forward.

We have had a big problem with the Company denying requests for emergency vacation days and we proposed that no emergency vacation day request be denied. The Company would not agree to that proposal; however, they did agree that if an employee requests an emergency vacation day and is denied, but provides acceptable documentation immediately upon return to work, he/she would then be granted the vacation day. Failure to do so would result in attendance points being charged. This was not completely what we wanted but it is an improvement to what we currently have.

The Union also proposed that the Company pay vacation appropriately for the days and weeks the time is taken. There have been some issues with our members being shorted on one pay and having the day added to the next pay. The Company has agreed to correct this problem so this does not occur in the future.

The Company agreed to improve the process of signing up for benefits regarding new hires and current employees returning from layoff. The Company will provide written instructions and the opportunity to contact the Benefits Department. In the past, some employees had problems with this so we are hopeful that this will solve the issue moving forward.

In regard to the Company proposals, the Union has agreed to remove language referring to the Laborers Union as they no longer have members working in the plant. We have also agreed that a new employee will receive 1 week of vacation if he has earnings in 15 pay periods, and an employee with two years of continuous service shall receive 1 week of vacation if he has received earnings in 15 pay periods since his anniversary date. This is an improvement to the current language.

The Union has agreed to changes in the Substance Abuse Policy. The policy will change from a 5-panel screen to a 9-panel screen. Additionally, employees will be required to notify medical if they are taking prescription pain medication before being tested.

The Company had several proposals regarding limiting vacation time. One was to only allow 1 week of vacation to be taken in 1-day increments when the employee is eligible for 3 weeks. No additional weeks of 1 days would be allowed. They also proposed that if they canceled shutdown, employees would have to reschedule in a 1-week block or take pay in lieu of vacation. This would also eliminate taking additional 1-day vacations. They also proposed to limit emergency days to 3 per calendar year.

The Company proposed to change the Vacation Shutdown which currently is the 2-week period beginning with the workweek which included the 4th of July to: "The Brass Division may shut down either one or two weeks (in the case of a two-week period, the Vacation Shutdown can be for consecutive or non-consecutive weeks) for an annual Vacation Shutdown. This vacation shutdown will occur, if at all, between June 1 and August 21. Employees will receive notice of the Vacation Shutdown no later than March 31 of the year in which any Vacation Shutdown is scheduled, if at all. Employees will use accrued vacation during any Vacation Shutdown period."

The Union rejected this proposal as stated, although we did agree to a modified version which is: "The Brass Division may shut down either one or two weeks (in the case of a two-week period, the vacation shutdown can be for consecutive or non-consecutive weeks) for an annual Vacation Shutdown. This vacation shutdown will occur, if at all, between June 1 and July 31. Employees will receive notice of the Vacation Shutdown no later than March 1 of the year in which any Vacation Shutdown is scheduled, if at all. Employees will use accrued vacation during any Vacation Shutdown period." The Company withdrew all proposals regarding limiting vacation days and limitation of emergency vacation days.

The Company has not withdrawn proposals regarding the Arbitration procedure, Contracting Out, or the Business Interruption proposal, although they did modify it to 7 days from the 30 days that I described in the last letter. The Company is also holding on the proposal they have to change the current attendance policy. They want a 12-month rolling backward policy. This is a completely different policy to what we currently have. We have not reached an agreement to change any of these open items at this time.

The Union's open items on non-economics are changes to the "Agreement on Efficiencies," eliminating the non-emergency shutdown, and limiting forced overtime unless covering an absent worker. The Company continues to reject these proposals.

On October 6th both the Union and the Company exchanged economic proposals and will be discussing them in more detail in the coming weeks. I will post another update as soon as I am able.

As I stated in the last letter, the Committee and I will continue to go to the bargaining table fighting for the best contract offer we can get. We will be successful in this accomplishment with your continued support.

Fraternally,

A handwritten signature in black ink that reads "Ann Ballesteros". The signature is written in a cursive, flowing style.

Ann Ballesteros
Business Representative

AB:act
OPEIU#13