



LABOR AGREEMENT

BY AND BETWEEN

DURO HILEX POLY, LLC

AND

UNITED STEELWORKERS, AFL-CIO (USW)
ON BEHALF OF ITS LOCAL 9-0590

January 31, 2022 to January 31, 2023

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This Agreement is between Duro Hilex Poly, LLC ("Company") and UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURE, ENERGY, ALLIED INDUSTRIAL and SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO-CLC, (hereinafter referred to as the “**Union**”, “USW”, or “United Steelworkers”), on behalf of its Local 9-0590 (collectively the "Union"). (“He,” “his” and “him”, include “she,” “hers” and “her.”)

ARTICLE 1. COVERAGE

The Company recognizes the Union as the exclusive bargaining representative for the Company's regular full time and regular part time production, maintenance, shipping & handling employees employed by the Company at 111 Edwards Drive, Jackson, Tennessee 38301, but excluding all office, clerical and professional employees, guards, truck drivers, and supervisors as defined in the National Labor Relations Act.

This article is solely for the purpose of granting recognition for the purpose of collective bargaining with respect to rates of pay, wages, hours of work and other conditions of employment and nothing else is intended or is to be inferred from this article.

ARTICLE 2. UNION MEMBERSHIP

Section 1. Dues Checkoff. During the term of this Agreement, the Company will check off the regular and uniform initiation fee and dues for the Union for each employee who authorizes that deduction in writing and provides it to the Company. The authorization shall be lawful, shall specify the exact amount of the dues and shall be revocable by a written notice to the Company. The Company will promptly forward checked-off dues to the International Secretary each month, within 10 days of the deduction, or as soon as possible thereafter. If an employee is absent from work during the week the dues are deducted, the Company will make a double deduction for dues

the following month. The Union will indemnify the Company and hold it harmless from any liability in complying with this Article or attempting to comply with this Article.

The dues checkoff forms will be signed and will include the following: "I authorize and request The Company to deduct the established initiation fee and the regular monthly dues and to forward this amount to the International Secretary-Treasurer. This assignment, authorization and direction shall be irrevocable for a period of one year from the effective date of the Agreement or until the termination date of said Agreement, whichever occurs sooner, and I further agree and direct that this assignment, authorization and direction shall be automatically renewed and shall be irrevocable for successive periods of one year or for the period of each succeeding applicable collective bargaining agreement with the Union whichever shall be shorter, unless written notice is given by me to the Company and the Union not more than thirty (30) days or less than ten (10) days prior to the expiration of each period of one year or of each applicable bargaining agreement, whichever occurs sooner." Date _____ Signature of Employee _____.

Section 2. Bulletin Board. The Company will furnish a bulletin board for the Union's use for notices pertaining to official Union matters. All such notices will be signed by a Union official and approved by Plant Manager or Human Resource Manager before posting. Company will respond to the Union's request to post within 7 calendar days.

Section 3. Plant Visitation. The International Representative may visit the plant with advance notice to the Plant Manager or Human Resource Manager for the purpose of meeting with in-plant Union officials, but in doing so will not interfere with or disrupt work or Company operations and will comply with all reasonable limitations imposed by the Company.

Section 4. Union Committee. The Union will provide the Company with a current list of Union officers, stewards and any other in-plant Union officials and will inform the Company in writing when changes occur. Attendance at Step Two meetings is limited to four in-plant Union officials and the International Representative.

Section 5. Time Off For Union Business. Time off for Union business will be granted without points in the following circumstances. It shall be unpaid unless otherwise provided below:

- (a) Attendance of one Union representative without loss of pay at employee disciplinary hearing when requested by employee.
- (b) Attendance of grievant and one steward without loss of pay at Step 1 grievance meetings with the Plant Human Resources Manager or designate.
- (c) Attendance of grievant and four members of the Union Committee without loss of pay at Step 2 grievance meeting with Company representatives.
- (d) Attendance of necessary Union officials at an arbitration.
- (e) Attendance of employees who have been duly selected as delegates to formal union conventions, conferences and training sessions. These absences shall not exceed 10 days per person in any 12-month period with no more than one percent of the bargaining unit gone at any one time. This time off requires two weeks' notice.
- (f) Attendance of the Union Committee at negotiations for the next labor agreement.
- (g) Union leave (limited to one employee) taken in accordance with Article 9, Section 10.
- (h) Attendance of up to seven Union officers at the once-per-month Union meeting; Union meetings will be scheduled on Union officers' regular day off to the extent possible. Union will provide one-week notice if time off is required.

Section 6. New Member Orientation. Participation of one Union Rep to be off shift to avoid disruption to productivity on the shift. Union Rep will be unpaid.

The Company will provide the Union forty-eight (48) hours' notice relative to the scheduled time for the Union presentation. Should the Company provide less than forty-eight (48) hours' notice then the union will be rescheduled within the same orientation at the appropriate notice.

The Union will have 30 minutes at time/schedule indicated by Human Resources.

If the Union presenter does not make the scheduled time, it is understood the Union will need to connect with New Hire but contact shall not occur on the floor while employee is working.

The Union will provide its own material and shall be reviewed by the Company. If there is a question as to content the HR Manager will contact the International Representative.

ARTICLE 3. MANAGEMENT RIGHTS

Section 1. Management Rights. The Company reserves and retains the right to direct, manage and control the business and the work force, except to the extent that this Agreement specifically provides to the contrary.

This includes, but is not limited to, the right:

to plan, direct and control operations;

to determine the location or relocation of the plant, departments or operations;

to control the nature and specifications of all raw materials, semi-manufactured and finished goods;

to determine whether and to what extent the work required in its business shall be performed by employees covered by this Agreement;

to cease operations wholly or partially;

to transfer work elsewhere;

to determine when work is to be performed; to establish production and work standards;

to modify or eliminate any claimed past practice not set forth in this Agreement which arose either before or after the effective date of this Agreement;

to determine, alter, revise, change or eliminate any or all means, methods, processes, materials and schedules of production;

to determine the existence, number, composition and size of crews;

to determine or change the duties of jobs;

to transfer employees between jobs, shifts or departments;

to hire, layoff, transfer, promote or demote;

to discipline, suspend or discharge for cause or for violation of contractual work rules or other reasonable work rules;

to investigate suspected employee misconduct by any lawful means, including surveillance; and

to make and enforce reasonable rules, including those for alcohol and drugs.

These rights are limited only to the extent that this Agreement specifically so provides and may be exercised without prior consultation with the Union.

If the Company fails to exercise any of its rights, or exercises them in a particular way, this shall not waive those rights or preclude the Company from exercising them in some other way, however these rights will not be used for the purpose of unlawful discrimination.

Section 2. Effects Bargaining. If a management decision would cause a layoff or reduction in workforce, Company will give Union advance notice and discuss the effects as required by federal labor law.

ARTICLE 4. NO STRIKE-NO LOCKOUT

Section 1. No Strike. There will be no strikes of any kind, including sympathetic strikes, during this Agreement, whether for foreseeable or unforeseeable reasons. "Strikes" include any work stoppage, slowdown, picketing, or any concerted activity or attempted concerted activity which would interrupt or limit the performance of services. Neither the Union nor any employee will encourage, threaten, authorize, participate in or condone any strike.

The Union will use its best efforts to prevent any violation of this Section and to terminate any violation should one occur. If a violation of this Section occurs, the Union will publicly denounce the strike, and will provide the Company with written notice that the strike is not authorized, is in violation of this Agreement, and is not to be honored. If the Union carries out its obligations under this Section, it shall have no financial liability for any such violation.

The Company shall have the right to discharge, demote, suspend, or in place of suspension to cause the forfeiture of alike number of days of paid vacation or holidays, or otherwise discipline employees for violation of this Section. Employees so disciplined shall have recourse to the grievance and arbitration procedure, but the discipline imposed shall not be overturned unless the

employee is found innocent of any violation of this Section, and the arbitrator shall have no authority or jurisdiction to reduce or modify discipline, except upon such a finding of innocence.

If the Company claims a violation of this Section, written or electronic notice shall be given to the Union. The Company may request the American Arbitration Association to appoint without the submission of a list an arbitrator to hear and decide the claim on an emergency basis. The hearing shall be held within 48 hours of the request to that Association, or as soon after that as possible. The parties may not file and the arbitrator shall not receive post-hearing briefs with respect to the issuance of an immediate restraining order. The arbitrator shall rule from the bench and, if he finds that this Section has been violated, he shall immediately issue an award prohibiting continuation or resumption of the strike. The arbitrator shall have the authority to continue the hearing with respect to the issue of damages, and to request post-hearing briefs on that issue. This Section is for the protection of the Company, its employees, customers and suppliers and is intended to benefit them.

Section 2. No Lockout. The Company shall engage in no lockout during the term of this Agreement.

ARTICLE 5. GRIEVANCE AND ARBITRATION

Section 1. Grievance Definition. A grievance is a claim that the Company has violated this Agreement. If the Company feels that a grievance is not valid or arbitrable, it may proceed to answer and process the grievance in accordance with all terms of this Article, but this will not waive the Company's right to challenge the validity or arbitrability of the grievance. All time limits for processing grievances shall be calendar days; however, if the time limit is less than 7 days, Saturdays, Sundays and holidays shall not be included.

Section 2. Procedure. All grievances shall be handled exclusively as set forth in this Article. Any settlement reached at any step between the representatives designated to handle that step shall be final and binding on the grievant, the Company, and the Union.

If a grievance is not filed or appealed on time, it shall be considered dropped. If the Company does not answer on time, the grievance shall be deemed as denied on the last day for an answer and the grievant, at his option, may elect to have the matter considered at the next step without delay. All time limits may be extended by mutual written agreement.

Section 3. Steps. The Company and the Union shall cooperate to provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum of interruption of work schedules. Every reasonable effort shall be made by both the Company and the Union to resolve grievances at the earliest step possible. To carry this out, the following procedure shall be followed:

Step 1. In order for a grievance to be arbitrable the aggrieved employee must present his signed grievance in writing to the Plant Human Resource Manager (or the person he has designated in writing to take his place in the grievance procedure) within 7 calendar days of the occurrence of the incident giving rise to the grievance. This may be extended to 7 calendar days after the employee became aware of the incident, or the date the employee should have become aware of it, using reasonable diligence, but in no case may a grievance be filed more than 30 calendar days after the occurrence. The Human Resource Manager (or designate) shall schedule a meeting with the grievant and his Union representative within 7 calendar days after receipt of the grievance, or as soon thereafter as possible. The Human Resource Manager (or designate) shall investigate and respond in writing to the grievant within 7 calendar days following the meeting.

Step 2. If the grievance remains unsettled, the employee must, if he wishes to proceed further, appeal it in writing, signed, to the Plant Manager (or the person designated by him in writing for these purposes) within 7 calendar days after the Human Resource Manager's response. The Plant Manager or his designate shall schedule a meeting between the parties including the International Representative within 10 calendar days, or as soon thereafter as possible. The Plant Manager (or designate) shall have 14 calendar days following the meeting in which to respond and shall provide the answers in writing to the International Representative with a copy to the Local Union President.

Section 4. Arbitration. Within 30 calendar days of receipt of the response at Step 2, the Union, if it wishes to proceed further, must file a written notice with the Company of its request to submit the grievance to arbitration. As between the aggrieved employee and the Union, the Union shall be the sole judge as to whether the case shall in fact be appealed to arbitration. The arbitrator shall be selected under the rules of the Federal Mediation & Conciliation Service, unless the Company and the Union mutually agree upon an arbitrator. The parties will request a panel of seven names, all members of the National Academy of Arbitrators, from which the arbitrator will be selected by alternate striking. Each party may reject one panel. The decision of the arbitrator shall be binding on the Company, the Union, and the grievant. The arbitrator shall not have the power to add to, subtract from or modify this Agreement, or to impose any obligation or limitation on the Company not expressly set forth in this Agreement. The arbitrator shall have no authority to rule on any jurisdictional dispute between this Union and another union or between employees represented by this Union and another union, or with other units of employees. The arbitrator shall have no authority to rule on anything that happens before the initial effective date of this Agreement or after the termination date of this Agreement. The docket fee for the services of the

American Arbitration Association and the costs of the arbitrator shall be paid equally by the Company and the Union.

Section 5. Multiple Grievances. No more than one grievance shall be placed before an arbitrator at any one hearing and in no instance shall there be multiple (2 or more) grievances heard by any arbitrator unless the Company and the Union agree to waive this provision.

Section 6. Content. In order to be arbitrable, all grievances must contain the following information and must be filed using the grievance form mutually agreed to by the parties:

- A. Aggrieved employee's name and signature.
- B. Aggrieved employee's classification.
- C. Date grievance was filed in writing.
- D. Date and time grievance occurred.
- E. Where grievance occurred.
- F. Description of incident giving rise to the grievance.
- G. Specific sections of Agreement violated.
- H. Desired remedy to resolve grievance.

Section 7. Class Grievances. A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group may process the grievance as a class action grievance, provided each employee desiring to be included in the class action grievance signs the grievance. If more than one employee is involved in a grievance or a group of similar grievances, one of them shall be selected as spokesman.

Section 8. Union Grievances. The Union, through its designated representative, may file grievances claiming violations of the recognition clause, the dues deduction clause, or any other contract right which accrues solely to the Union as a labor organization and not to individual employees. Such grievances shall be initially filed at Step 2 within the time limits for filing at Step 1.

Section 9. Attendance. The employee filing the grievance may attend Steps 1 and 2 of the grievance procedure without loss of pay as a result of attendance during regularly scheduled working hours. For a class action grievance or a group of similar grievances, this protection against loss of pay will extend only to the spokesman. The employee's representative (if a Company employee) may also attend without such loss of pay at Steps 1 and 2. All other Union business (including grievance investigations, arbitrations and negotiations) shall be conducted off the clock.

ARTICLE 6. COOPERATION

Section 1. Goals. The Company, the Union, and each employee will cooperate fully to maintain the highest levels of efficiency, to meet production schedules, to realize maximum quantity and quality of output, to maintain a clean and orderly workplace, to eliminate waste, and to protect the property of the Company, employees, and all other persons.

Section 2. Non-Bargaining Unit Job Duties. The Company may create new jobs or combine existing jobs or reorganize jobs so that bargaining unit employees are assigned duties which are not otherwise duties of bargaining unit employees. This will not prevent the Company

from subsequently removing those non-bargaining unit duties from the jobs of bargaining unit employees.

Section 3. Multiple Duties. All jobs are subject to the assignment of multiple duties. Job titles are solely for identification, and do not limit the assignment of duties. The Company may assign an employee additional duties, and may assign other employees to duties which he normally performs. The goal is to have all employees work together for the best results without artificial limitations.

ARTICLE 7. PROBATION

Employees are on probation during the first 60 calendar days after employment. During that time, they may be disciplined, suspended or terminated with or without cause and without any recourse to the grievance procedure. Employees have no seniority while on probation, but if kept beyond that period, they have seniority from the most recent date of hire. The probation period may be extended an additional 30 calendar days by mutual agreement of Company and Union.

ARTICLE 8. SENIORITY

Section 1. Definition. Seniority means the length of continuous employment in the bargaining unit. Employees hired for temporary work or for vacation relief, not to exceed 90 consecutive calendar days, shall not accrue seniority and are not entitled to fringe benefits under this Agreement nor recourse to the grievance and arbitration procedure concerning discharge, discipline, demotion or layoff.

Section 2. Application.

- A. **Job Elimination:** For purposes of layoff and recall, job classifications will be divided into two groups. The current job classifications are grouped as follows:

Group 1

Group II

[all other current classifications] Utility

1. Group 1. In all cases of layoff and recall in these classifications, preference as between qualified employees in the affected classification shall be determined on the basis of seniority, except that the Company may select the less senior employee in the following cases only:

- a) The less senior employee has significantly more ability to do the available work, based on provable and documented factor(s) such as job experience, and has at least one year with the Company; or
- b) The more senior employee has a much worse performance record based on discipline or evaluation previously communicated to the employee. Employee with six or more attendance occurrences will be ranked last for this purpose.

Any decision to lay off out of order of seniority will be reviewed in advance by the Plant Manager or his designated representative and reasons will be given to the Union. Any employee laid off out of order, or not recalled in order of seniority, may challenge his layoff under the grievance procedure, and it will not be overturned in grievance or arbitration, unless arbitrary and capricious.

The Company will place an employee displaced from his Group I job in another Group I classification which is similar in nature or which he previously held, if available, in descending order of pay, using the above principles.

2. Group II. In all cases of layoff and recall in these classifications, preference as between qualified employees in the affected classification shall be determined on the basis of seniority.

B. Bumping.

1. For displaced employees, the following procedure will apply:

(a) Group I is not subject to bumping.

(b) An employee laid off from Group I may use seniority to bump into a Group II job classification.

(c) An employee laid off from a Group II classification may bump the Group II employee with the least seniority.

(d) Bumping rights must be exercised at the time of layoff.

(e) Employees transferred to a different job under this procedure must possess the necessary ability to perform the work required and will be given a reasonable trial period (up to sixty (60) working days). The Company may decide that an employee is not going to qualify before the end of the sixty (60) working day trial period, but not less than thirty (30) working days.

(f) If an employee does not qualify for the job to which he had transferred he may exercise any additional bumping rights he may have, or be laid off, and will be subject to recall rights.

2. For temporary layoffs of thirty (30) calendar days or less, the Company may lay off employees within a department and shift without any transfers or bumping, provided that such layoff does not in fact last more than thirty (30) days without the Company making transfers as required by this Section.

C. Job Openings. Any employee successfully completing his probation period may state and record his preference for a different shift, in his same classification by signing the shift preference log in the Plant Human Resources Office. When the Company determines that an opening must be filled, it will be filled as follows:

1) First by offering the position to the employee(s) in the same classification and department, in order of seniority, who had (prior to the date of opening) requested the shift by personally signing the shift preference log in the Human Resources Department.¹

2) If the job is not filled through "(1)" above, it will be offered to a qualified employee previously displaced from the classification (or an equal or higher classification) whose recall rights have not expired. Preference between qualified employees eligible for recall shall be determined under Section 2A of this Article. A displaced employee who is laid off is eligible for recall for one year.

3) If the job is not filled through "(1)" or "(2)" above, it will be posted and awarded according to Section 2D.

4) If the above creates a secondary opening that must be filled, the steps described in 1, 2 and 3 will be repeated.

5) New hires and transfers may be assigned for up to 90 calendar days on any shift for training purposes without regard to shift preference. This may be extended by mutual agreement of Company and Union.

D. Job Bids.

1. An employee will be permitted only one successful down bid during the term of this Agreement, except where an additional transfer accommodates an otherwise good employee's health change. Down bidding is a bid on a lower paying job.

2. Openings for bid will be posted on the Bulletin Board for a period of seven consecutive days. The bid notice shall state the job, the pay rate and the shift. Employees will be allowed to place their bids in writing upon a form provided for that purpose.

3. Job bids will be filled as between qualified employees based upon the following factors:

(a) Ability (including fitness for the job, training, experience and skill)

¹ Effective February 1, 2006.

(b) Performance (including attendance and work record)

(c) Seniority

Where factors (a) and (b) are relatively equal, (c) seniority shall govern. The Company's evaluation of these factors will not be overturned in grievance or arbitration unless arbitrary and capricious. The Company may fill a position with a new hire if necessary to satisfy its minimum standards for ability or performance. An employee will not be considered if he has (6) six or more attendance occurrences.

4. The employee awarded the job will be given a trial up to a maximum of thirty (30) working days, unless extended by mutual agreement to a maximum of up to an additional thirty (30) working days to perform or learn to perform the job. If, during the trial period, the Company disqualifies the employee for good reason, or the employee decides he does not want the job, or the position is eliminated, he shall be returned to the classification and shift from which he bid with no loss of seniority.

5. An employee may be awarded two (2) successful bids in a twelve (12) month period.

6. Bid shall remain in effect for 30 work days and the opening will not require another bid notice during this 30-day period.

Section 3. Seniority List. The Company will from time to time (at least once per quarter) post a list showing each employee's date of hire, with a copy to the Union. Any objections to the accuracy of the list must be filed as a grievance within the time period for filing a grievance at Step 1 under the grievance procedure. The Union's list will include addresses and phone numbers of new hires and names and dates of lay-offs, resignations and discharges.

Section 4. Retention of Seniority. Seniority shall be forfeited, and employment

terminated, for the following reasons:

(A) Discharge (unless reversed by the grievance procedure).

(B) Resignation.

(C) Layoff, disability leave, or any other leave, for a period of time equal to seniority, or for 52 weeks in any 18-month period, whichever is less. The Company reserves the right to post an employee's position when the employee has reached the six-month period of disability. If such employee returns to work after the position has been filled, the employee shall return to his/her previous position held before the leave started.

(D) Failure to report for work within 3 work days after the date of notification of recall from leave. Notification shall be sent by registered or certified mail to the last address furnished by the employee to the Company. It is the responsibility of the employee to see that his current address and his current phone number are kept accurate at all times.

(E) Failure to report at the end of a leave of absence.

(F) Failure to report for work for 3 consecutive days without calling in. On the 3rd day the employee must call in no later than one hour after his regular starting time

Section 5. Transfer out of the Bargaining Unit. If an employee is transferred to a position outside this bargaining unit, he shall retain and accumulate seniority within the bargaining unit for a period of 26 weeks following the transfer. If the Company returns the employee to the bargaining unit during that 26-week period, he shall be reinstated to a position in line with his seniority and without any loss of seniority. If he is not returned to the bargaining unit within the 26-week period, he shall forfeit his seniority. This is limited to 26 weeks total in any 52 week period.

Section 6. Resignations. A resignation becomes final when the employee stops working or management accepts the resignation, whichever is earlier.

Section 7. Growth Opportunities. For Junior Adjusters and Master Mechanics, and all other positions, the Company will communicate in January of each year of the contract that employees are encouraged to express their interest in growth and employees will provide that indication on a form available in Human Resources.

ARTICLE 9. LEAVES OF ABSENCE

Section 1. Leave For Personal Reasons. An employee, upon written application, may be granted a personal leave of absence at the discretion of the Company, when such leave of absence is for justifiable reason and will not adversely affect operations. If, however, the employee accepts employment elsewhere without the consent of the Company during the leave of absence, his employment shall terminate. If an employee accepts employment elsewhere, without Company consent, and is retained on leave of absence, he shall receive no coverage under the benefit programs of the Company while so employed. Normally, leaves shall not exceed 30 days. Personal leave of absence will be unpaid.

Section 2. Leave For Disability. An employee who is unable to work due to illness, injury or other disability for a period in excess of 5 days must request a leave of absence in writing before the end of the 7th day. In no event shall the leave for illness or injury extend for more than 52 weeks total in any 18-month period, or, if less, for a period of time equal to the employee's seniority at the beginning of the leave. Female employees will be granted a leave of absence for disabilities due to pregnancy on the same basis as leaves are granted for other disabilities. Workers' compensation leave is also FMLA leave when the requirements of the FMLA are met.

When an employee knows in advance that an absence for disability will occur, such as for surgery or due to pregnancy, the employee shall give the Company notice of such expected disability as far in advance as is practicable.

Section 3. Military Service. Employees who enter the military service of the United States or National Guard will be afforded all rights applicable by law. Employees should notify the Company as soon as possible of the need for military absence.

Section 4. Unpaid. All leave is unpaid unless otherwise specifically provided by this Agreement.

Section 5. Medical Examination For A Disability Leave of Absence. The Company may require an employee to undergo an examination by, and to receive the approval of, a physician or other examiner selected by the Company as a condition of granting or continuing leave or of reinstatement. If such examination is required, it shall be paid for by the Company. The employee will not lose any regular straight time pay he would otherwise have received as a result of time reasonably spent in attending the examination.

Section 6. Medical Examination in Interest of Health, Safety, or Job Performance. In the interest of health, safety, or job performance, and consistent with applicable laws, the Company may at any time require an examination of an employee by a physician or other examiner selected by the Company. If the examiner determines that the employee's condition jeopardizes his health or safety or that of other employees, or his job performance, the Company may relieve the employee from active employment. If such examination is required, it shall be paid

for by the Company. The employee will not lose any regular straight time pay he would otherwise have received as a result of time reasonably spent in attending the examination.

Section 7. Third Doctor. If an employee wishes to contest the findings of the Company doctor or other examiner, he may have the question referred to a third doctor or other examiner ("third doctor") mutually agreed upon by the Company doctor (or other examiner) and the employee's doctor (or other examiner). The Company and the employee will make all relevant materials available to the third doctor, including all medical records. The finding of the third doctor will be final. To invoke the third doctor or other examination, the employee must request it in writing within 7 calendar days of receipt of the findings of the Company doctor or other examiner. The employee will pay the cost of the third doctor's evaluation.

Section 8. Authorization. The Company may require an employee to provide it authorization for release of his records and information about his status as part of an examination under this Article or in connection with any claim against the Company. However, the provisions of the Family and Medical Leave Act, where applicable and where in conflict with this Section or anything else in this contract, will override such conflicting provisions.

Section 9. Voting Leave. Employees on a 12 hour schedule will be permitted sufficient time off on Election Day to vote upon request.

Section 10. Union Leave. A Union leave of absence will be granted to not more than one employee upon written request to the Plant Manager or Human Resource Manager by the

International Union at least two weeks in advance. Such leave is limited to six months, but may be extended an additional six months by mutual agreement.

ARTICLE 10. LEAVES UNDER FAMILY AND MEDICAL LEAVE ACT

Section 1. Basic Leave Entitlement. Under the Family and Medical Leave Act ("FMLA"), an employee who has been employed by the Company for at least one year and worked at least 1,250 hours in the previous 12 months, may take up to 12 weeks of unpaid leave during a rolling 12-month period, for any of the following reasons:

- 1) For incapacity due to pregnancy, prenatal medical care or child birth;
- 2) To care for the employee's child after birth, or placement for adoption or foster care;
- 3) To care for employee's spouse, son or daughter, or parent, who has a serious health condition; or
- 4) For a serious health condition that makes the employee unable to perform the employee's job.

A "rolling 12-month period" means the 365 (or 366 where applicable) days immediately preceding any day the employee takes leave.

Section 2. Military Family Leave Entitlement. Eligible employees with a spouse, son, daughter, or parent on active duty in a foreign country or called to active duty status for deployment in a foreign country in the Armed Forces, including in the National Guard or Reserves, may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare,

addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, or a former member if treatment is within five years of service, who has a serious injury or illness incurred in the line of duty on active duty.

Section 3. Notice and Application. An employee must provide at least 30 days advance notice before the family or medical leave is to begin if the need for leave is foreseeable, such as for expected birth or planned medical treatment. If 30 days' notice is not practicable, then the employee must provide as much notice as is practicable and generally must comply with the required call-in procedure. The initial notice must provide sufficient information for the Company to determine if the leave may qualify for FMLA protection. An employee shall complete a leave of absence application form, available from Human Resources, when requesting leave, or as soon after that as is practicable. The employee must list on this form the reasons for the requested leave, the expected start of the leave, and the expected length of the leave. If the employee is requesting intermittent leave or a reduced leave schedule, the employee shall state the reasons why the intermittent leave or a reduced leave schedule is medically necessary and the schedule of treatment. (Intermittent leave and reduced leave schedule are not available for birth or adoption leaves.) The employee must also state if the requested leave is for a reason for which FMLA leave was previously taken or certified.

The Company will designate the leave as FMLA or not and so notify the employee. If the employee disagrees, he or she should inform the Company immediately. If the employee appears

to be eligible, the Company will notify the employee of any additional information required, the amount of leave counted against the employee's leave entitlement and the employee's rights and responsibilities. If the employee is not eligible, the Company will provide the reason.

Section 4. Medical Certification. An employee requesting leave to care for the employee's spouse, child or parent, or due to the employee's own serious health condition, must submit a medical certification completed by the health care provider of the employee or the employee's ill family member, demonstrating the need for the leave. The Company will provide a form for this. When the duration of the condition listed in the original certification is 30 days, or less, if the employee's leave (whether full time, intermittent, or on a reduced schedule) is beyond 30 days, then a new medical certification shall be required after 30 days, and each 30 days after that. When the duration of the condition listed in the original certification exceeds 30 days, a new medical certification shall be required if the employee's leave is beyond the specified duration or every six months, whichever occurs first. A second opinion may be required; a third opinion may also be required if needed to resolve a dispute between the first and second opinions.

Section 5. Definition of Serious Health Condition. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or

incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Section 6. Use of Leave. An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Section 7. Pay and Benefits. All family and medical leaves are without pay, except to the extent paid leave is available. FMLA leaves are without benefits, except that group health and hospitalization insurance will be continued during FMLA leave with the same terms, conditions and employee contributions applicable to employees who are actively at work. The Company will require an employee to use all but one (1) week vacation for the employee's family or medical leave, if the leave would otherwise be unpaid, and the paid leave counts against the 12-week entitlement. However, for employees eligible for only one (1) week of vacation, that week will not have to be used for FMLA.

Section 8. Return from Family or Medical Leave. Employees must tell their supervisor of the date they will be able to return to work, in writing, no later than one week in advance whenever practicable. An employee on medical leave due to the employee's own serious health condition must, as a condition to returning to work, submit a medical certificate releasing the employee to return to his or her job. Upon return from FMLA leave, most employees must be restored to their original or equivalent position with equivalent pay, benefit or other employment terms.

Section 9. Limitations and Enforcement. All leaves which may be available or taken under the Family and Medical Leave Act are subject to the restrictions, limitations and conditions provided in that law and any valid regulations promulgated under it. An employee who believes his or her FMLA rights have been violated may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Section 10. Other leaves of absence due to employee's disability or other reasons.

An employee who is unable to work but is not eligible for FMLA leave or has used all available FMLA leave, or who wishes leave for other reasons, must apply under the Company's non-FMLA leave of absence policy.

ARTICLE 11. HOURS OF WORK AND OVERTIME

Section 1. No Guarantee. This article is solely to provide a basis for the calculation of overtime and is not a guarantee of minimum or maximum hours of work or schedules of work to any employee or to any group of employees except as specifically outlined in this Article.

Section 2. Normal Week and Day. The normal work week for full time employees is five 8-hour days, four 10-hour days, or alternating 2-2-3 12-hour days. The Company may change the regular schedule for any shift, department or classification with 48 hours advanced notice, or less in case of emergency or circumstances beyond Company control. A reduction in the work week is not a layoff. The normal work week for part time employees is 4 to 8 hours per day, up to 24 hours per week. Part time employees are not eligible for Company paid benefits except for pro-rated vacation. Part time employees will be no more than 5% of the bargaining unit; any combination of part time positions on 1st shift in a classification will be less than a full-time equivalent position. Current full-time employees as of the effective date of this Agreement will not be reduced to part time status (i.e., ineligible for Company paid benefits) and will not be displaced by part time employees.

Section 3. Pyramiding. No employee shall receive premium pay under more than one provision of this Agreement for the same hours worked. Any hours worked for which more than one premium rate is payable under this Agreement shall be compensated at the highest premium rate applicable to such hours under this Agreement.

Section 4. Time and One-Half Pay. Employees shall receive time and one-half their regular rates of pay for all work over 40 straight time hours in one week. During a workweek when there is a paid Company holiday, which occurs on employee's normal work day, the holiday will count as a day worked for purposes of computing overtime pay that week. Vacations, paid funeral leave, and paid jury leave will count as hours worked for the purpose of computing overtime in any week in which the employee actively works. Overtime when assigned shall be mandatory; but no

employee will be required to work more than 12 hours without at least eight hour break before resuming work.

Section 5. Breaks. Each employee shall receive 40 minutes total of paid personal breaks during an eight-hour shift, and 60 minutes during a 12-hour shift, at the times set or permitted by the Company. The Company may substitute 30-minute unpaid break for 20 minutes of paid break for any employee, classification, or department.

Section 6. Shift Relief. When notified in advance of absence, the Company will make every reasonable effort to secure a replacement immediately. All production employees must remain at their work stations until relieved or given permission by their supervisor, not to exceed four (4) hours beyond employee's regularly scheduled shift. No employee will be forced to work sixteen (16) consecutive hours.

Section 7. Overtime Assignments. A reasonable amount of overtime shall be worked by employees when requested by the Company. Employees shall be required to work on weekends when scheduled forty-eight (48) hours in advance. When the Company makes the determination to assign overtime on a particular shift (for 8, 10, and 12-hour shift rotations):

- A. The Company will initially post a Voluntary Overtime list indicating the date and hours of the overtime. Voluntary overtime will be filled by seniority.
- B. Overtime Using a Rotating Roster (Effective March 4, 2019)
 - 1. If there are not enough volunteers signing to work overtime, employees will be mandated to work overtime using the Rotating Roster ("List") as follows:

- a. Effective March 4, 2019, a Rotating Roster shall be created including all employees in their classification in the order of reverse seniority.
- b. The number of openings will be filled from the bottom of the list of employees on the Rotating Roster provided they worked the scheduled required overtime.
- c. The employees required to work the overtime will be moved to the top of the list and next required overtime will be filled by the employees who remain at the bottom of the Rotating Roster.
- d. If an employee is not available due to absence, the individual shall remain on the bottom of List until he/she works the next scheduled required overtime.
- e. If an employee is on vacation and his/her name is on the bottom of the List, the employee will not be forced during vacation or the week following his/her vacation, but his/her name remains at the bottom of the list until such time the employee works the required overtime.
- f. Employees will have an opportunity to refuse required overtime based on years of service as follows:

5 years to 9 years -- Four (4) times per year

10 years to 20 years – Eight (8) times per year

Over 20 years – Eleven (11) times per year

Employees who exercise their right to refuse required overtime will move to the top of the list.

Refusal Opportunities are not accumulative and will not carry over in the following calendar year. If an employee does not use all of his/her Refusal

Opportunities in one calendar year, the employee will lose the balance for that year.

- g. Employees (New Hire/Successful Bidder) will enter at the bottom of the List on the day the employee is considered qualified.
- h. Lists will be reset annually.
- i. Each employee will be provided two (2) consecutive scheduled days off per month.
- j. The only remedy for failure to offer volunteer overtime in accordance with this Section is to offer the next available overtime.

Section 8. Employees who are on the twelve (12) hour schedule will be paid overtime as follows:

- a) One and one-half (1 1/2) times their regular hourly rate for all time worked over forty (40) hours in any one week.

Section 9. Employees who are on the twelve (12) hour schedule will be allowed the following paid breaks:

- a) Three (3) ten-minute rest periods, one (1) during each four (4) hour segment of a twelve (12) hour shift.
- b) One (1) thirty (30) minute lunch period during a twelve (12) hour shift.

Section 10. For employees who are on the twelve (12) hour schedule, when filling in for absenteeism, scheduled or unexpected, there shall be no mandatory two (2) hours stay over, except on a day on which the employee is scheduled to work ten (10) hours or less. In assigning employees to other overtime hours, caused by an employee's absence, equipment breakdown,

etc., supervisors, as soon as such need is known, shall offer the overtime in order of seniority to classified and qualified persons, per most recent telephone numbers on file, as follows:

- a) In assigning employees to above fill-in overtime, the supervisor will instruct call-in of those employees, in order of seniority, who are classified and qualified from the alternate shift (A from C, B from D and vice versa), who have signed the "overtime preferred" log. Any employee on a 12-hour schedule who has successfully completed his probation (and trial period if applicable) may record his desire for overtime within his classification and department by signing this log.
- b) Employees on the 12-hour schedule may be required to stay over or come in early up to 60 minutes for meetings or other business reasons no more than once every 6 weeks each calendar year.

ARTICLE 12. NO DISCRIMINATION

The Company, the Union, and each employee will cooperate fully to abide by, and will abide by, all applicable laws and regulations prohibiting discrimination on account of race, color, religion, sex, national origin, age, disability, genetic information, or any other unlawful factor. The Company may take any action necessary to comply with the Americans with Disabilities Act, or remove any doubt as to compliance. This may include accommodation of qualified employees with disabilities, even though such accommodation is not offered to other employees.

ARTICLE 13. HOLIDAY PAY

Section 1. Holidays. Eligible employees will receive holiday pay for the following named holidays:

New Year's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving Day
Memorial Day	Day Before Christmas
Fourth of July	Christmas Day
Labor Day	Day Before New Year's Day

One additional holiday each calendar year will be designated by the Company. For holidays that fall on Saturday or Sunday, the Company may designate the Friday before or the Monday after as the official holiday.

Section 2. Eligibility. To be eligible, an employee must meet all the following conditions:

- A. Employees shall be eligible day one of employment.
- B. He must have worked the entire last scheduled shift before and the entire first scheduled shift after the holiday, including any overtime, unless his absence on those days was excused due to paid vacation, paid jury duty, or paid funeral leave. If a holiday occurs while an employee is on layoff not to exceed seven calendar days or sick leave (verified by doctor's statement) not to exceed 30 calendar days, they shall receive the holiday pay upon completing first scheduled week after return to work. No other absence on those days, excused or unexcused, will qualify the employee for holiday pay.
- C. He must not have been on disciplinary suspension the day of the holiday, assuming that the incident occurred within 30 days of the holiday.
- D. With at least 48 hours advance notice, the Company may schedule work on any of the paid holidays listed above, and employees are obligated to work as scheduled.

Section 3. Amount. Eligible employees will receive 8 hours' pay (or 12 hours pay if holiday falls on continuous operation 12 hour employee's regular work day) for each holiday

computed at their regular rate of pay, including base rate and shift bonus. Employees who are scheduled to work on a paid holiday will receive time and one-half their regular base wage for all hours worked that day in addition to the holiday pay. For pay purposes, the designated holiday shall commence at 8 a.m. (or when first shift begins if different) and end 24 hours later.

ARTICLE 14. VACATIONS

Section 1. Eligibility. Vacations are based on a calendar year.

Length of Service	Vacation Eligibility
Three (3) Months (hired before 7/1)	Three (3) Days
Twelve (12) months	One (1) week
Two (2) years	Two (2) weeks
Seven (7) years	Three (3) weeks
Nineteen (19) years	Four (4) weeks
Twenty-Five (25) years	Five (5) weeks

Employee may use their newly earned week starting January of the calendar year in which it is earned.

Section 2. Scheduling. Weeks of vacation will be scheduled according to the operating needs of the Company and length of service. Vacations may be taken in single (full) day increments, up to ten (10) eight-hour days in any calendar year. For 10-hour employees, vacations may be taken in single day increments up to four 10-hour days in any calendar year. For 12 hour employees, vacations may be taken in single day increments up to five (5) 12-hour days in any calendar year. Single day vacations cannot be requested more than four weeks in advance, require at least one week's written notice (or less at the Company's discretion), and will be granted on a first come first served basis, in accordance with operating needs.

The Company reserves the right to:

1. Rearrange vacation schedules at any time when necessary due to operating schedules or other requirements.
2. Designate any periods of time for the shutting down of operations in whole or in part for taking of vacations.

Section 3. Pay. For each week (5 days) of vacation, pay will be calculated and paid on the basis of two percent (2%) of earnings for the previous calendar year, based on W-2 earnings plus sick pay and amounts deducted from gross pay for pre-tax benefits. For first year employees, the pay will be 40 hours at the employee's hourly rate. For single days, the amount will be pro-rated (20% of weekly for 8-hour, 25% for 10-hour, 30% for 12-hour). For employees with at least ten (10) years seniority, pay for each week of vacation will be calculated and paid on the basis of 2% annual earnings for the previous calendar year or 40 hours, whichever is greater. Vacation pay is normally payable when the employee takes a vacation; any employee who takes vacation during a holiday week shall receive the holiday pay in addition to the vacation pay. Upon request, vacation may be paid in the payroll immediately preceding scheduled/approved vacation. Vacation may be sold in lieu of time off. Vacation that is sold may not be taken later as unpaid time off. Vacations will count as hours worked for the purpose of computing overtime in any week in which the employee actively works.

Section 4. Unused Vacation. Unused vacation may not be carried over to the next calendar year. Upon separation, an employee will be paid for any unpaid unused vacation earned the previous calendar year.

ARTICLE 15. WAGES

Section 1. Wage Rates. The minimum wage rates for employees covered by this Agreement are set forth in Attachment A. Press Operator classification added to attachment A, \$.25 above Machine Operator. The following wage rate increases are included in Attachment A:

New rates effective with first day of payroll week following effective date or anniversary.

February 2, 2019 – 2.0%

February 1, 2020 – 2.0%

February 6, 2021 – 2.0%

\$0.20 per hour increase to all classifications in 2019 and \$0.25 per hour increase to all classifications in 2020 and 2021. These increases are applied prior to the general increase.

Employees making above the rate set forth in Attachment A for their classification will receive a lump sum payment in lieu of increase on the specified date. The payment will equal the specified percentage of the employee's hourly rate times 2080.² Employee must be on payroll on specified date.

Section 2. Reporting Pay. An employee who reports for work at their scheduled starting time without previous notice not to report shall receive four hours work or pay at their regular rate; this does not apply when the lack of work is due to an act of God, power failure, breakdown, flood, or like causes beyond the control of the Company.

² Except that in first year the multiplier will be number of full calendar months between 4/23/06 and 2/1/07 divided by 12 times 2080, and employee must be on payroll on date of agreement. Accordingly, multiplier will be 9 divided by 12 times 2080, or 1560.

Section 3. Call-in Pay. An employee who is called in to work after having left the plant upon completion of their scheduled work day shall receive at least four hours work or pay at their regular hourly rate. This does not apply when an employee is called in early for their regular shift and works continuously from time of reporting to their regular shift. Only actual hours worked under this provision count toward overtime for premium pay purposes.

Section 4. Transfer Pay. In the event of temporary transfer for the convenience of the Company, the transferred employee shall receive their regular rate, or the starting rate for the assigned job, if higher, and the employee works at least two hours in that job. In the latter case, the higher rate will be paid for the entire shift.

Section 5. Direct Deposit. The company provides for the convenience of Direct Deposit. For all employees hired after January 31, 2019 Direct Deposit is required. New Hires will be required to participate in Direct Deposit upon date of hire. For those current employees who do not participate in Direct Deposit, it is understood that should the checks be delayed (arriving after office Hours on Friday), checks will not be available until the first day of the next normal HR office hours.

ARTICLE 16. RATES FOR NEW OR CHANGED JOBS

When a new classification is established by the Company, or it adds a job to the bargaining unit, the Company shall establish the applicable rate of pay in line with the existing rates of pay. When the duties of an existing classification are changed substantially or jobs combined by the Company so as to warrant a rate adjustment, the Company shall likewise establish the applicable rate of pay in line with the rates of pay in the existing wage scale. The rate so established in either situation shall be subject to negotiation only. If agreement is not reached within 30 days, it shall then be

subject to negotiation when the next agreement is negotiated, and any special adjustment shall be retroactive to the date of the establishment of the rate.

ARTICLE 17. GROUP INSURANCE

ARTICLE 17. GROUP INSURANCE

Section 1. Coverage.

1. **Group health plans.** The Company shall maintain the Novolex Self-Insured Group Medical Plan during the term of the Agreement the Company shall also maintain the Novolex Self-Insured Group Dental Plan during the term of the Agreement.

Each year of the Agreement, **Employee Only, Employee + Spouse, Employee + Children, and Family** premiums will be calculated by an actuarial firm: employee must pay the following share through payroll deduction to retain coverage.

Medical 2019 – 25%	Dental 2019 – 55%
Medical 2020 – 25%	Dental 2020 – 55%
Medical 2021 – 25%	Dental 2021 – 55%
Medical 2022 – 25%	Dental 2022 – 55%

The employee monthly rates under the new plan effective: January 1st of each plan year. Premium rates to be effective each January 1 thereafter will be based on a weighted average of projected claims from the most recent **company** experience, plus third-party administrative fees and stop-loss premium.

2. **STD/Life/AD&D.** The Company shall provide Short Term Disability (STD), Life and AD&D insurance for eligible employees during the term of the Agreement in the following amounts:

Life and AD&D 2019 – \$28,000	STD* 2019 – \$270 per week
Life and AD&D 2020 – \$29,000	STD* 2020 – \$285 per week
Life and AD&D 2021 – \$29,000	STD* 2021 – \$300 per week
Life and AD&D 2022 – \$32,000	STD* 2022 – \$325 per week

*STD –per week for up to 13 weeks, 1st day injury, 8th day illness

Section 2. Eligibility. Eligible employees will be covered by the provisions of these plans upon the completion of 60 calendar days of continuous full-time employment. Coverage begins on the first day of active work after the 60-day calendar period.

Section 3. Termination of Company Paid Coverage.

1. Resignation, Discharge or Layoff. Coverage stops on the last day worked.
2. Personal Leave. Coverage continues for up to four weeks.
3. Military Service. When military leave of absence exceeds 31 days, coverage stops on the 31st day of leave.
4. Illness, Injury or Medical Leave. For employees with at least one year of service, coverage will continue while the employee is totally disabled, up to 12 months. Otherwise, coverage continues for up to the length of service.
5. Dependent Coverage Termination. Dependent coverage will terminate on the same date that the employee's coverage terminates.
6. Employee Share of Premium. While Company paid coverage continues as described above, employees must continue to pay their share of premiums in order to retain coverage.

7. Continuation at Full Employee or Dependent Cost (COBRA). For employees or dependents whose group health coverage would otherwise terminate, the Company will provide continued group coverage at full employee or dependent cost to the extent required by law.

Section 4. Summary Plan Description. All rights, benefits, limitations and conditions of coverage of all eligible employees and dependents shall be governed by the summary plan descriptions provided by the Company, and the interpretation of all provisions of this Article shall in all respects be governed by and be subordinate to the terms and provisions of the summary plan description. However, in case of conflict as to the amount of Company payment, the provisions of this Article apply. In addition, there will be no reduction in benefits that the Company can control without mutual agreement of Company and Union.

Section 5. Reservation of Rights. The Company reserves the right to choose the insurance carrier or to self-insure for any of its welfare benefit plans, provided that comparable benefits are maintained. The Company's liability is limited to payment of the required premiums, except to the extent the Company chooses to self-insure.

ARTICLE 18. JURY DUTY

Employees required to serve on a jury will be reimbursed as set forth in this Article. Subject to the other provisions of this Article, employees shall suffer no loss of regular straight time earnings for time necessarily lost due to jury service, up to a maximum of 30 days in any 12-month period. The lost pay will be computed by deducting any amounts of jury pay which the employee has received or is eligible to receive for his jury service for the days in question. To be eligible, the employee must present the Company satisfactory evidence of the dates and times of jury service

and the amounts of pay which the employee is entitled to receive or has received. If an employee is excused from jury service for the day, early enough to return to his regular shift, he shall do so. Employees who expect to be called for jury service shall notify the Company as promptly as possible so that the Company may make the necessary arrangements. The Company expects each employee to perform his civic duty, and serve when called; however, in exceptional cases the Company may be unable to do without the services of the employee. In such exceptional cases, the employee will cooperate with the Company in seeking to be excused from jury service.

ARTICLE 19. BEREAVEMENT LEAVE

In the event of death of an immediate family member, i.e. spouse, parent, child, minor stepchild living in the employee's household, or grandchild, such employee may elect to take up to a maximum of five (5) paid days. In the event of death of spouse's parent, sister, brother, spouse's sister or spouse's brother, such employee may elect to take up to a maximum of three (3) paid days.

An additional one (1) day of unpaid leave may be granted for an immediate family member if requested in advance and is within the 30 days of death as outlined above.

Bereavement leave must be taken within 30 days of death, on the following conditions:

- (a) No allowance will be given unless the employee gives the Company reasonable prior notice, both of his intended absence from scheduled work and the time and the date he intends to return to work.
- (b) Promptly upon returning to work, the employee must apply for an allowance on a form provided by the Company. Proof of relationship to the deceased is required.
- (c) No bereavement allowance will be made for a contract holiday, vacation period, or absence from work for any other reason.

- (d) The allowance will be given only for scheduled work time lost and will be counted in computing overtime.
- (e) Employee may take unpaid day off, upon request to attend a funeral of the following relatives: Aunt, Uncle, Niece, Nephew, Minor Step-Child not living in the employees' household, Step-Parent, Adult Step-Child, Sisters Spouse, Brothers Spouse, Great Grandparent, Great Grandchild, Spouse's Grandparent. This may be extended to three unpaid days off if the funeral is more than 100 miles from the plant.

ARTICLE 20. EFFECT OF LAW

If any provision of this Agreement is in conflict with any applicable law or regulation, that provision shall no longer be effective, but the remainder of this Agreement shall continue in full force and effect.

ARTICLE 21. RULES AND POLICIES WORK RULES

The parties agree to the rules in this Article. The Company may change these rules or add new rules; the Union may grieve the reasonableness of any new or changed rules. Any such grievance shall be initially filed at Step 2 within 30 days of notification of the new or changed rule. Changes or additions not timely grieved will be deemed reasonable.

Section 1. Drug and Alcohol Policy.

- (a) Rules
1. No employee may manufacture, distribute, dispense, possess, buy, sell, or use any alcohol, illegal drugs, controlled substances or drug paraphernalia while on the job (including meal

and break time), or while on Company property (including parking lot and grounds). The penalty for this is discharge.

2. No employee may report to work or be at work under the influence of alcohol or drugs. Violation of this will subject the employee to discharge. Being under the influence will not excuse any other violation of Company rules or standards, under this Policy or otherwise. Any positive drug test result, and any blood alcohol level test at .02 or above, will be treated as being under the influence for purposes of this rule.
3. The only exception to paragraphs 1 and 2 is for prescribed (for the employee) or over-the-counter medication, and even then, the employee must notify the Company before starting work if the medication might impair his ability to do his job. Impairment is just as serious when caused by medication; failure to report will be treated under paragraph 2 of this section.
4. Anyone involved in the illegal trafficking of drugs, or illegal conduct consistent with trafficking of drugs, on or off Company premises, will be discharged.
5. All employees must report to the Company any drug arrest or conviction occurring during their employment no later than five (5) days after such arrest or conviction. Violation of this will subject the employee to discharge.
6. Any refusal under this policy to take a test, to cooperate fully, or to sign the necessary papers, when ordered to do so, will result in discharge.
7. When there is suspicion that an employee has violated this policy, the Company may inspect the employee, the employee's locker, desk and other Company property under the employee's control, and the employee's personal effects and vehicle on Company property.

This does not limit the Company's right to so inspect in other circumstances, when it has determined that it is in its business interests to do so. Refusal to cooperate will result in discharge.

(b) Treatment

A drug and alcohol problem will not excuse any violation of Company rules or standards, under this policy or otherwise, whether the employee seeks treatment or not. Employees are urged to seek professional help for a drug/alcohol related problem before disciplinary action is necessary. If an employee seeks treatment before violating any Company rule or standard, and the treatment requires that the employee not work for a period of time, the Company may, at its discretion, grant the employee a leave of absence, without pay. The leave will be subject to the terms of applicable health insurance and disability policies, if the employee has coverage. Any costs associated with treatment that are not covered by the employee's insurance will be the responsibility of the employee. This leave will be conditioned upon receipt of reports from the treatment providers that the employee is cooperating and making reasonable progress in the treatment program. The employee will be permitted to return to work only if he passes a drug/alcohol test and has satisfactory medical evidence that he is fit for work.

(c) Testing

Consistent with applicable law, the Company may require drug or alcohol testing randomly or under any of the following circumstances:

1. Applicants. Applicants will be required to pass a test before being considered for employment. An applicant who tests positive will not be hired at the time, but may reapply for employment after six months.
2. An employee has not actively worked for 90 calendar days. The employee may be required to pass a test to return to work.

3. There is suspicion of a problem. The Company may test an employee whenever it in good faith suspects that there is a drug or alcohol related problem.
4. After a positive test result. Any employee who returns to work after a suspension or leave related to a positive test or otherwise related to drugs or alcohol may be tested at any time for the remainder of his employment.
5. Post accident. The Company may require a test whenever an employee suffers, or might have contributed to, an on-the-job injury to person or property.
6. After discovery of bad product or service. The Company may require a test whenever an employee might have contributed to a defective product or service.
7. Required by law. The Company will test in any other circumstance required by law.

Section 2. Rules of Conduct.

Group 1 Offenses

These offenses will subject an employee to discharge, regardless of length of service or prior record:

1. Violation of Drug and Alcohol Policy.
2. Insubordination.
3. Failure or refusal to perform assigned work.
4. Theft.
5. Dishonesty.
6. Falsification of records, or supplying falsified information (payroll, employment application, medical, insurance, time card, production records, etc.).

7. Removing or attempting to remove property belonging to the Company, a customer, supplier, or employee, from the premises without proper authorization. The Company reserves the right to inspect all items carried off the premises. Refusal to submit immediately to such inspection is a separate violation of this rule.
8. Abusive horseplay.
9. Intentional abuse or destruction of property belonging to the Company, a customer, a supplier, or an employee.
10. Deliberate sleeping on duty.
11. Fighting on Company premises or during work hours.
12. Possession of explosives, firearms, or other weapons on Company premises.
13. Assault, or deliberate attempt to injure a customer, supplier or employee.
14. Threatening a customer, supplier, or employee with injury to person or property.
15. Reckless conduct which threatens or results in injury to person or property.
16. Deliberate interference with production or with the work of another employee.
17. Deliberate clocking in or out with another employee's time card.
18. Offering to take, or taking, a bribe or kickback of any kind in connection with work.
19. Refusal to use required safety equipment or follow required safety rules.
20. Immoral or indecent conduct on Company premises or during work hours.
21. Leaving Company premises without permission during work hours.
22. Failure to report for work for three (3) consecutive scheduled work days without calling in.

Group 2 Offenses

These offenses are of the kind which may be corrected by counseling and/or discipline.

However, depending on the circumstances and the employee's prior record, a violation may result

in more serious disciplinary action, up to and including discharge. Some examples of such offenses are:

1. Poor work performance.
2. Horseplay.
3. Use of rude, obscene or abusive language.
4. Failure to report accident, breakdown, defective equipment or safety hazards.
5. Failure to complete records promptly and accurately.
6. Misuse of Company property, including waste of materials.
7. Idling on the job.
8. Tardiness in returning from lunch or break periods.
9. Neglect of job duties.
10. Negligent abuse or destruction of property belonging to the Company, a supplier, customer or an employee.
11. Failure to clock in or out if required to do so.
12. Entering any part of the plant or remaining on the premises without permission, unless on duty or scheduled to work.
13. Making or publishing of deliberately false statements about the Company, a Company product, or an employee.
14. Excessive garnishments.
15. Smoking outside of designated smoking areas.
16. Inappropriate dress or grooming.
17. Unauthorized use of entrances exits and parking facilities.
18. Conduct of personal business during work time. This includes sending, receiving or reviewing cell phone calls and text messages.
19. Violation of safety and sanitation rules.
20. Gambling on Company premises or during work hours.
21. Possession of a camera or visual or recording device in work areas.

Section 3. Attendance Policy.

The following are the definitions and actions in effect regarding this attendance policy:

Absence - Failure to report to work when scheduled.

Tardiness - Clocking in later than the employee's scheduled starting time.

Leaving Early - Clocking out before the end of the scheduled work time.

Late Call - Failure to notify the Company through the required call-in procedure that you will be absent at least 60 minutes before scheduled start time giving reason and return date.

No Call - Failure to notify the Company through the required call-in procedure of inability to report to work no later than one (1) hour after shift starts giving reason and expected return date.

Employees who call in to report they will be late, but then cannot arrive by the time stated, must inform Company of change in circumstances within one hour after stated time; failure to do so will be treated as No Call.

Occurrence - An absence of one or more consecutive days for the same reason will be a single occurrence, if that reason is due to the employee's single illness, injury, or a leave of absence granted in advance by the Company. Absences for any other reason will be one (1) occurrence for each day of absence. Two incidents of tardiness up to six minutes in any rolling 12 month period will not be counted. Tardiness or leaving early will be half an occurrence if it is four hours or less. A single illness or injury of two or more consecutive days must be verified by a doctor's statement or will be treated as separate occurrences.

The only absences not counted as occurrences will be absences for approved bereavement leave, military leave, jury duty, lawful subpoena, vacation, holiday, FMLA leave, work related injury leave, and illness or injury requiring hospital admission. Exceptions must be verified. The Company reserves the right to require verification for the reason for the absence. Also, volunteer firefighter or EMT called to duty more than one hour before start of shift will not receive occurrence

for tardiness caused by the emergency; employee must provide documentation of certification and position before the emergency and verification of the call and completion times for the emergency.

The Company will use the standard listed below in determining whether absenteeism is of a serious nature.

During any rolling 12-month period:

1. An employee has seven; occurrences; the employee will be counseled in writing.
2. An employee has eight occurrences; the employee will receive a final warning.
3. An employee has nine occurrences; dismissal is warranted.
4. An employee reaches eight points three times in any six-month period, dismissal is warranted.

Each occurrence remains on your record until the anniversary date of that occurrence.

Steps may be skipped for consecutive absences that are separately counted. Attendance Credit: Employees with less than 6 points will receive a one (1) point Attendance Credit upon ratification of this Agreement and thereafter for the life of Agreement on February 1. Attendance credits may not be banked or carried over. No employee can have less than 0 attendance points.

The procedure is not required for employees during the Introductory Period, although occurrences during the Introductory Period will be counted under this policy at the end of the introductory Period.

No Call - No Show - Three (3) consecutive days of unreported absence will be considered as an employee quit. Each incident of late call or no call is subject to discipline; three incidents (either or both) in any 12-month period is subject to discharge.

Other attendance abuses, such as walking off the job, failure to give advance notice of tardiness when possible to do so, failure to work mandatory overtime without good reason and

absence without good reason, will be handled on a case-by-case basis, and may result in additional discipline up to and including discharge.

Effective July 1, 2006, if no work is missed for an entire calendar quarter, employee will receive a perfect attendance bonus of \$75. The only absences not counted for this purpose are vacations, holidays, jury duty, funeral leave and union leave (under Article 2, Section 5).

Section 4. Tools and Equipment. The Company will furnish such tools and equipment necessary for the performance of their job to each employee at time of employment in such job. Each employee shall be responsible for the tools and equipment and shall be responsible for any loss or damage. Each employee shall, upon termination of their employment or transfer to another job not requiring the use of such tools and equipment, return them in good condition except for normal wear and tear. The tools and equipment shall be used on the premises only. Replacement or repair of such tools and equipment furnished to them due to loss or by damage caused by their negligence shall be at the employee's own expense.

ARTICLE 22. AGREEMENT COMPLETE FULLY WRITTEN

This Agreement is complete in writing. It may be amended only by an instrument in writing signed by the President of the Company or his authorized representative and appropriate Union representatives. Such amendment may be effective during the term of this Agreement and may extend the term of this Agreement. This Agreement does not operate to include, nor does it obligate the Company to continue in effect, any working condition, benefit or past practice which is not expressly covered or contained in this Agreement.

ARTICLE 23. TERM OF AGREEMENT

Section 1. This Agreement shall become effective at signing and shall remain in full force and effect until January 31, 2023 and shall then terminate. Notwithstanding anything else in this Agreement, no act, omission, or event occurring before the initial effective date or after the termination of this Agreement shall create any rights or liabilities under this Agreement nor shall it be subject to arbitration.

Section 2. If federal healthcare legislation is enacted or amended that would potentially raise the cost to the Company of its Self-Insured Medical Plan, the Company may reopen Article 17, Section 1 by providing written notice to the Union of its desire to negotiate with respect to health insurance. If the parties have not reached agreement within 60 calendar days of delivery of the notice to negotiate, the parties will request FMCS mediation. If mediation does not result in agreement within ninety (90) calendar days of delivery of the notice to negotiate, then either party may thereafter resort to any economic recourse permitted by federal labor law, notwithstanding any terms of this Agreement to the contrary. Upon settlement of the matter, all terms of this Agreement (with any agreed upon changes), including the provisions concerning strikes and lockouts, will be effective through the expiration date set forth in Section 1, above.

ARTICLE 24. SAFETY AND HEALTH

Section 1. Injury. The Company will provide transportation to and from hospital, doctor's office or employee's home when on the job injury occurs. If treating physician determines that employee is unable to return to work that day, the employee shall be paid for the remainder of the shift at employee's regular rate.

Section 2. Safety Equipment. The Company will pay for one pair of prescription safety glasses every two years for employees who need them, and sooner if the prescription changes. Optician and frame will be selected by Company. For employees who choose own optician, reimbursement is limited to \$25. The Company will pay for one (1) pair of safety shoes, up to a maximum of \$125 annually, for employees who have completed the probationary period. Proof of purchase will be required.

Section 3. Safety Cooperation. The Company, the Union and the employees will cooperate in maintaining the sanitation, safety and health of employees in the plant (including restrooms, and lunch rooms) in accordance with applicable laws and regulations.

Section 4. Safety Committee. The Company and Union shall each select their representatives to a joint safety committee. The Union may select up to four representatives. Union representatives will be included in Safety Committee recommendations. The function of this committee, which shall meet at least once each month, shall be advisory and if the committee believes any conditions are unsafe, or could reasonably be made safer, it shall report their findings in writing to the Company with suggestions for correction.

ARTICLE 25. RETIREMENT PLAN

Section 1. Summary of Plan. The Company will offer and maintain during the term of this Agreement a 401(k) Plan. Employees who are at least 21 years old will be eligible to participate the first of the month following 90 days of service. The Company will match 100% of the first 3% of each eligible employee's elective contribution per pay period. Company match is based on the

employee's total gross weekly straight time wages up to 40 hours per week. Beginning in 2017, the plan will be amended to include one (1) loan provision. Employees may make voluntary contributions up to the maximum provided by the applicable regulations. Employees' contributions vest immediately.

Effective January 1, 2020, Newly hired employees will be automatically enrolled at 5%.

For contributions made for plan years beginning before January 1, 2009.

Credited Service	% Vested
Less than 5 years	0%
5 years or more	100%

Contributions made in plan years beginning on or after January 1, 2009:

Credited Service	% Vested
Less than 3 years	0%
3 years or more	100%

Section 2. Plan Document. The 401-k Plan is described in an official document that is filed with the Internal Revenue Service and which is available from the Company. The official Plan document states all the terms and conditions of the Plan. All rights, benefits, limitations and conditions of eligible employees shall be governed by and be subordinate to the terms and provisions of that document.

Section 3. Compliance with the Law. The provisions of this Article and all other provisions of the Plan shall be in compliance with the employees Retirement Income Security Act

of 1974 (ERISA) and all other applicable laws. The Company may make such changes as are necessary to comply with these laws or to remove doubts about compliance.

ATTACHMENT A (New rates at \$0.20 + 2%, \$0.25 + 2%, \$0.25 + 2%)

		\$ 0.20	\$ 0.25	\$ 0.25	Adjusted
		2.0%	2.0%	2.0%	
	Current	<u>2/2/2019</u>	<u>2/1/2020</u>	<u>2/6/2021</u>	<u>9/20/2021</u>
Machine Operator*					
Start Rate	15.80	\$ 16.32	\$ 16.90	\$ 17.49	\$ 20.13
6 months	16.17	\$ 16.70	\$ 17.29	\$ 17.89	\$ 20.53
12 months	16.62	\$ 17.16	\$ 17.76	\$ 18.37	\$ 21.01
Die Cut Operator					
Start Rate	16.55	\$ 17.09	\$ 17.69	\$ 18.30	\$ 20.94
6 months	16.92	\$ 17.46	\$ 18.06	\$ 18.68	\$ 21.32
12 months	17.37	\$ 17.92	\$ 18.53	\$ 19.16	\$ 21.80
Utility					
Start Rate	13.27	\$ 13.74	\$ 14.27	\$ 14.81	\$ 17.45
6 months	13.41	\$ 13.88	\$ 14.41	\$ 14.95	\$ 17.59
12 months	13.58	\$ 14.06	\$ 14.60	\$ 15.15	\$ 17.79
PI Driver					
Start Rate	14.81	\$ 15.31	\$ 15.87	\$ 16.44	\$ 19.08
6 months	14.89	\$ 15.39	\$ 15.95	\$ 16.52	\$ 19.16
12 months	15.17	\$ 15.68	\$ 16.25	\$ 16.83	\$ 19.47
Robo Tech I	14.14	\$ 14.63	\$ 15.18	\$ 15.74	\$ 18.38
Robo Tech II	16.10	\$ 16.63	\$ 17.22	\$ 17.82	\$ 20.46
Maintenance Mechanic					
C	18.65	\$ 19.23	\$ 19.87	\$ 20.52	\$ 23.16
B	19.64	\$ 20.24	\$ 20.90	\$ 21.57	\$ 24.21
A	20.63	\$ 21.25	\$ 21.93	\$ 22.62	\$ 25.26
Master Mechanic**	22.28	\$ 22.93	\$ 23.64	\$ 24.37	\$ 27.01
Maintenance Support Tech	18.12	\$ 18.69	\$ 19.32	\$ 19.96	\$ 22.60
Press Operator					
Start	16.08	\$ 16.61	\$ 17.20	\$ 17.80	\$ 20.44
6 Months	16.45	\$ 16.98	\$ 17.57	\$ 18.18	\$ 20.82
12 Months	16.89	\$ 17.43	\$ 18.03	\$ 18.65	\$ 21.29
Junior Adjuster**	17.49	\$ 18.04	\$ 18.66	\$ 19.29	\$ 21.93
Die Cut Junior Adjuster**	18.24	\$ 18.81	\$ 19.44	\$ 20.08	\$ 22.72

*This classification combines Machine Tender and Collator Tender; the stated rates are based on the start rate for Collator tender plus the increase, the top rate for Machine Tender plus the increase; the 90 day and 6 month rates are increases but are unrelated to current rates.

**Position to be filled at Company's sole discretion; not subject to bid.

No one making above these rates will be reduced while in same classification.

Upon transfer to a new classification the schedule rates would apply (except for transfer to Junior Adjuster, in which case employee rate would continue if higher).

2nd shift premium - .22 3rd shift premium - .26

Night Shift for 10 or 12 hour employee - .26