

THE WILSON BOHANNAN COMPANY
AND
UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS
INTERNATIONAL UNION / AFL-CIO, LOCAL 1949
COLLECTIVE BARGAINING AGREEMENT
AUGUST 9, 2017 THROUGH AUGUST 8, 2021

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Index

Page

Table of Contents

1.	- COVERAGE	i
2.	- RECOGNITION AND UNION MEMBERSHIP	i
3.	- UNION COMMITTEE.....	ii
4.	- MANAGEMENT.....	iii
5.	- SENIORITY	vi
6.	- JOB TRANSFERS - JOB CLASSIFICATIONS - REGULAR JOB	viii
7.	- POSTING AND BIDDING.....	x
8.	- SCHEDULE OF HOURS	xii
9.	- OVERTIME	xii
10.	- REPORTING AND CALLBACK PAY	xiii
11.	- PAYDAY AND TIME CALCULATION	xiv

12.	- WAGES - SHIFT DIFFERENTIAL.....	xiv
13.	- HOLIDAYS AND HOLIDAY PAY	xv
14.	- VACATIONS - VACATION PAY PLAN.....	xvii
15.	- LEAVES OF ABSENCE.....	xxi
16.	- JURY DUTY	xxii
17.	- FUNERAL PAY	xxiii
18.	- PENSION AGREEMENT	xxiv
19.	- LIFE INSURANCE, SICKNESS AND ACCIDENT DISABILITY	
	INSURANCE, AND HEALTH INSURANCE	xxiv
20.	- SAFETY AND HEALTH.....	xxv
21.	- ADJUSTMENT OF GRIEVANCES	xxvi
22.	- NO WORK STOPPAGE OR LOCKOUT	xxviii
23.	- OPENING - EXTENSION AND TERMINATION	xxviii

COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

THIS AGREEMENT, made and entered into as of the 9th day of August, 2017, by and between **THE WILSON BOHANNAN COMPANY**, located at 621 Buckeye Street, Marion, Ohio 43302, hereinafter referred to as the "Company", and **UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION**, AFL-CIO, located at Five Gateway Center, Pittsburgh, Pennsylvania 15222, for and on behalf of itself and the members of Local 1949, U.S.A., hereinafter referred to as the "Union".

1. - COVERAGE

1.1. This Agreement supersedes all previous Agreements and/or Addenda between the parties irrespective of expiration date and covers all hourly paid production Associates of the Company employed at its facility at 621 Buckeye Street, Marion, Ohio 43302 (including, but not limited to, those set forth in the certification of the Union as bargaining agent, dated the 16th day of June, 1967), excluding all office clerical Associates, professional Associates, guards and supervisors as defined in the National Labor Relations Act. (Such exclusions shall specifically include, but not be limited to, Manager and Assistant Managers, traffic managers, and part-time utility workers.)

2. - RECOGNITION AND UNION MEMBERSHIP

2.1. The Company recognizes the Union as the exclusive bargaining agent for the covered Associates as defined in Article I.

2.2. Every Associate (other than seasonal Associates) who has successfully worked through the three month New Regular Associate period (see Section 4.5) cumulative within a twelve month period, at the time of the bid posting and award, shall become a member of the Union and remain in good standing during his or her employment. If an Associate is certified to the Company by the Union as not in good standing for failure to pay the uniform initiation fee or periodic dues, he or she shall be discharged, at the request of the Union, within ten (10) working days thereafter unless he or she procures from the union and files with the Company a certificate that he or she has been reinstated by paying the initiation fee or periodic dues uniformly required of all members. The Union agrees to hold the Company harmless from any action taken by an Associate who claims improper discharge under this Article 2. Enforcement of this Article 2 is subject to all applicable Federal or Ohio laws in effect during the life of this Agreement.

2.3. The Company agrees to deduct initiation fees and Union dues from any Associate maintaining on file with the Company a valid written authorization for such deductions. The deduction shall be made and forwarded monthly to the duly authorized International Union Secretary-Treasurer. In the event an Associate does not have earnings, or does not have sufficient earnings in the payroll period used for deductions, the appropriate deduction, if any, shall be made from the corresponding period of the next succeeding month. Executed and unrevoked authorizations for deductions shall remain valid as to Associates returning to work following a layoff or leave of absence, but shall not be valid for any period that an Associate is on strike or when this contract is not in effect.

2.4. A list of the Associates from whom deductions have been made and the respective amount of deduction made from each will be furnished to the Financial Secretary of the Local of the Union, upon request.

2.5. A New Regular Associate (see Section 4.5), shall serve a three (3) month probationary period cumulative within a twelve month period, (measured from the date of hire with the Company if a direct hire, or the first day worked at the Company if on the payroll of a staffing agency) during which time he or she shall be subject to discharge by the Company without reference to the terms or the grievance procedure of this Agreement. Any Associate who is rehired after having previously quit or having been discharged shall be considered a new Associate under this Article. Upon an Associate completing the probationary period, his or her plant seniority shall date from the first day of his or her most recent employment. Unless otherwise expressly set forth in this Agreement, an Associate shall not be eligible for any benefits under this Agreement until satisfactory completion of the 3 month probationary period.

3. - UNION COMMITTEE

3.1. The Union Negotiating Committee shall be composed of the Unit Chairman, the Local Union President, and one of the Grievance Committee members designated by the Unit Chairman. (In the event that both the Assembly and Manufacturing classifications are not represented among the Unit Chairman, President, or members of the Grievance Committee, the Unit chairman may designate an individual from the unrepresented classification to serve on the Negotiating Committee in lieu of the Grievance Committee member designation.) The Union Grievance Committee shall be composed of three (3) members; one member shall represent the manufacturing Associates, one member shall represent the assembly Associates, and the final member shall represent the polishing Associates. When operating a two or three shift operation, a Union Steward shall be appointed by the Unit Chairman to represent the off shifts. The International Representative of the Union and the Local Union President shall also serve on the Negotiating Committee. The Committee-persons for the two (2) committees need not necessarily be the same persons, however, Committee-persons shall be hourly paid

Associates and the names of the Committee-persons, currently serving, shall be furnished to the Company.

3.2. Committee-persons will be afforded reasonable time away from their work, without pay, as may be required to attend to union business. Time spent during normal working hours by committee persons performing union responsibilities will be credited by the Company as hours worked for purposes of pension benefit contributions under Article 18 (but not for other purposes), and the Local Union agrees to reimburse the Company for the full cost of such contributions.

3.3. Any Committee-person required to leave his or her work shall first notify the Manager or Assistant Manager and punch "out" his or her time card.

3.4. If the Company requests a meeting with one (1) or more of the Committee-persons during working hours, except for the purpose of procession one (1) of the steps of the grievance procedure or for the negotiation of a collective bargaining agreement, the committee members will be compensated by the Company at their hourly rate.

3.5. Except for emergency matters, and unless otherwise mutually agreed, meetings (including grievance step meetings) between management and Union representatives shall normally begin at mutually agreeable times. Committee-persons participating in such meetings shall be paid to the close of the normal shift hours, provided that they would otherwise have been working except for the meeting.

3.6. Upon the proper request and after approval of the Company President, or his delegated representative, the International Union Representative shall be granted permission to enter the plant and together they shall investigate a grievance that has reached the fourth step.

4. - MANAGEMENT

4.1. The Management of the plant and the direction of the working force, including the right to plan, direct and control plant operations and personnel; to hire and instruct; to attain maximum operating efficiencies by shifting location of personnel and materials; to subcontract as hereinafter provided; to introduce new, improved and altered production methods or facilities; to determine and redetermine job content; to move or remove the plant or any of its parts; to determine schedules of production; to determine the qualifications of Associates (with reasonable training); to hire, promote, assign, demote, transfer, or layoff Associates; or to promote, demote, transfer, layoff, discipline, suspend or discharge for proper cause, is vested exclusively in the Company. Should the Company intend to subcontract any of the bargaining unit work being performed by bargaining unit Associates at the time of the signing of this Agreement, the Company will discuss the matter with the Union (i.e., the unit chairperson, unit griever, and Associates

directly involved with the work to be subcontracted) prior to any final decision on subcontracting; provided however, the final decision on subcontracting the work shall be made exclusively by the Company. The Company shall further have the right to introduce and have performed by the bargaining unit Associates, new production work whether or not previously done in the plant. Nothing in this Agreement shall be construed to limit or impair the right of the Company to exercise its discretion in the foregoing matters, or with regard to any other matter where such discretion is not specifically restricted by the express terms of this Agreement.

4.2. Management personnel of the Company shall have the right to make setups and repairs. Non-bargaining unit personnel shall not perform the work regularly assigned to Associates covered by this Agreement; provided that such personnel may (a) assist other Associates by providing lifting, providing needed parts to workstations, etc., (b) perform miscellaneous work such as lock repair, (c) instruct or train Associates, (d) perform necessary work when production difficulties or emergencies (including rush orders where it would be impracticable or impossible to locate or call back Associates who have left work) are encountered, and/or (e) provided that the management personnel are those listed on Exhibit B, attached, if 3 or more of the bargaining unit Associates (plant-wide) are absent (for example, absences due to call offs, voluntary layoffs, union business, etc., but excluding scheduled vacations and leaves of absence) non-bargaining unit personnel may perform bargaining unit work on a one-for-one replacement basis, in the amount and nature the Company determines to be appropriate. If the bargaining unit workforce exceeds 35 Associates, the number of absent bargaining unit Associates, for purposes of subsection (e) above, shall be increased to 4. The Company will periodically post a list of the non-bargaining unit individuals who may perform bargaining unit work under this paragraph.

A roster of supervisors, showing titles and areas of responsibility, shall be posted and updated when changes are made in personnel and areas of responsibility. Significant new procedures or changes in production methods that affect existing jobs will be posted on the Associate bulletin board at the affected workstation.

4.3. The Company shall have the right to expect from each Associate a reasonable day's output of work each day, done with the degree of skill ordinarily called for by the Associate's classification. The Company may make rules and regulations, not in conflict with the express terms of this Agreement (including but not limited to rules for attendance-absenteeism, safety, and drug testing) from time to time, and after advance notice to the Union and Associates, to require compliance with such rules. The Company may include a request that Associates work steadily at their work places during work hours, except as required for personal necessity and during lunch and break periods.

4.4. Seasonal Associates. The Company may, at its discretion, engage up to seven (7) seasonal Associates, who are hired directly or through a staffing agency, to perform

bargaining unit work during the months of (a) January and (b) June through August, without utilization of the bidding procedure; provided however, that the Company may not employ more than seven (7) seasonal Associates at any one time. The Company will pay to seasonal Associates either the fee charged by the employment agency or, if employed directly by the Company, a wage no less than the new Associate wage rate set forth in Exhibit A to this Agreement. No seasonal Associates shall be utilized if any regular bargaining unit Associate is on layoff. The Company may layoff or dismiss seasonal Associates at its option. After a seasonal replacement Associate has worked at least six (6) continuous weeks, a regular bargaining unit Associate may request to switch classifications with the replacement Associate (e.g., a regular Associate in the Assembly classification may switch job classifications with a seasonal replacement Associate working in Manufacturing) for the remainder of the seasonal replacement Associate's term of employment, and in such event the formal bid job posting procedure shall not apply. (If more than one bargaining unit Associate desires to switch classifications with the seasonal replacement Associate, the bargaining unit Associate with the highest seniority shall be permitted to switch.) Except as set forth above, the terms of this Agreement shall not apply to seasonal Associates.

The Company will notify the Associate and the Union when an Associate is engaged as a seasonal replacement Associate. If a seasonal replacement Associate continues to work at the Company beyond the permitted times for such replacement Associates (i.e., beyond January or June through August), the Associate will become a New Regular Associate New Regular Associate, and the provisions of Section 4.5, below, shall then apply. At any time during the seasonal replacement months (January, June through August) the Company may, in its discretion, change a seasonal replacement Associate's status to that of a New Regular Associate.

4.5. New Regular Associates. The Company may engage New Regular Associates (obtained by direct hire by the Company or supplied by a staffing agency). Any individual newly hired by the Company, other than seasonal replacement Associates, shall be considered a New Regular Associate. A New Regular Associate shall be employed for a three month probationary period, during which they may be retained or terminated at the Company's discretion. The three-month probationary period shall start on the date of hire, if hired directly by the Company, or on the first day worked at the Company, if engaged through a staffing agency. (In the event of a seasonal Associate who becomes a New Regular Associate, the three month probationary period shall be in addition to any time worked as a seasonal Associate and the wage rate shall at all times be the new Associate starting wage rate.) The Company will pay New Regular Associates either the fee charged by the temporary/staffing agency or, if employed directly by the Company, a wage no less than starting new Associate wage rate set forth in Exhibit A. If the Company determines to retain a New Regular Associate at the conclusion of the 3 month period, the bid process will be engaged and the Associate shall thereafter become a regular Associate. In the event that a New Regular Associate is retained as a regular Associate, their date of hire for seniority purposes shall be their

starting day of work for the Company (whether on the payroll of the Company or a staffing agency). The Company will notify the Associate and the Union when an Associate is engaged as a New Regular Associate.

4.6. Associates who volunteer to be and are regularly scheduled to work more than fifteen but less than forty hours weekly shall be classified as regular part-time Associates. Part time positions may be posted and filled by the Company; provided that no bargaining unit Associate will be involuntarily forced to take a part time position. Part-time Associates who regularly perform bargaining unit work shall receive holiday allowance, and accrue eligibility for vacations, benefits, seniority, etc. on a pro rata basis. The terms of this Agreement, as so modified, shall apply to regular part-time Associates.

The Company may establish a part-time shift, consisting of a shift of Associates, the number of which is to be determined by the Company, who will normally be scheduled to work less than a full NSS. If such a part-time shift is established, it will be filled by using the posting and bid procedure. Where otherwise applicable, shift differential pay shall be paid on a part-time shift.

4.7. The list of specific management rights in this Agreement is not intended to be nor shall it be considered restrictive of or a waiver of any of the rights of management not listed nor specifically surrendered herein whether or not such rights have been exercised by the Company in the past. These rights will not be used for purposes of discrimination against the individual Associate.

4.8. The Employer agrees that Associates shall be afforded equal employment opportunity, which is defined to be the treatment of all Associates and applicants for employment without unlawful discrimination as to race, creed, color, national origin, sex, age, disability, sexual orientation or citizenship status in all employment decisions, including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion downgrading, transfer, layoff and termination, and all other terms and conditions of employment. Any complaints or grievances regarding this Equal Employment Opportunity clause shall not be the subject of a grievance or the grievance-arbitration procedure set forth in this Agreement.

4.9. If the Company promotes a bargaining unit Associate to a position outside the bargaining unit, the Associate will be permitted a maximum period of forty (40) working days of training and orientation to the new position. If the Associate or the Company decide within the 40-day period that the Associate should not continue in the new position, the Associate will be returned to their former bargaining unit position with no loss of seniority, and the Company will pay the unpaid union dues for the period the Associate was not in the bargaining unit.

5. - SENIORITY

5.1. Seniority shall be plant wide and shall be based on length of continuous service with the Company and shall run from the date of the Associate's most recent commencement of work as a New Regular Associate. Seniority shall govern eligibility for vacation and vacation pay, holiday pay and recall from layoff.

5.2. The Company shall determine the nature and extent of any layoffs. When there is a non-voluntary reduction in the working force, seasonal Associates and probationary Associates shall be laid off first, in that order. (Part time Associates shall be considered for layoff according to their seniority level, provided that they are willing to work the working hours available to regular Associates during the layoff.)

Prior to implementing a layoff that is anticipated to last one week or more, the Company will allow Associates to volunteer to be placed on layoff status, on the basis of seniority within the job classification(s) where the layoffs are to occur. After accepting volunteers within the affected job classification, the Company will allow Associates from other job classifications, by seniority, to volunteer for layoff. In the event that the Company offers voluntary layoff but an insufficient number of Associates volunteer, any additional layoffs may be mandatory and will be made on a plant wide basis, in the inverse order of seniority, provided that in the Company's discretion Associates remaining have the required skill and ability to perform the work available. Associates who volunteer for layoff will be laid off for the duration of the layoff (as posted), and will be recalled to work according to their seniority level (i.e., Associates who volunteer for layoff cannot choose to return to work, and displace another Associate, before they would otherwise be recalled as a part of the normal recall procedure).

5.3. Associates on layoff will be recalled to work according to their seniority and ability to perform the work.

5.4. A current seniority list of all hourly production Associates showing the Associate's name and most recent date of hire shall be posted and maintained on the bulletin board.

5.5. Seniority shall be broken when an Associate:

- a. Is discharged for cause; or
- b. Voluntarily quits; or
- c. Is recalled from layoff, after notification by the Company to her or his last known address on file with the Company, and does not report for work within three (3) working days without notice to the Company with an acceptable excuse; or

- d. Unless notice is impossible and/or inconsistent with law (such as the FMLA), an Associate has been absent from work for two (2) or more consecutive working days without notice to the Company with an acceptable excuse; or
- e. Fails to return to work the next working day following her or his leave of absence unless failure to return is due to a reasonable excuse, in writing. (The Company's action on the requested excuse will be given to the Associate in writing); or
- f. Is absent due to sickness for a period of time exceeding five (5) consecutive working days and does not submit a doctor's certificate verifying the sickness, on the date of return to work; or
- g. If an Associate has been (a) continuously on layoff for a period of twenty-four months, or a period of time equal to his length of employment with the Company, whichever is less, or (b) on a leave of absence, or otherwise not actively working (except as prohibited by law) for a period of time equal to his length of employment with the Company or eighteen (18) months, whichever is less; provided that an Associate who is on a leave of absence for an approved workers' compensation claim will be provided with a leave equal to his length of employment or twenty-four (24) months, whichever is less.

6. - JOB TRANSFERS - JOB CLASSIFICATIONS - REGULAR JOB

6.1. The Company may temporarily transfer Associates, on an hourly, daily or weekly basis, to a different job classification or work function on the same shift, when the Company determines that production requirements, safety or health, or Associate efficiency warrant such a transfer, and such transfers shall not be subject to bidding. In the event of a transfer between job classifications other than Polishing (e.g., from Machine Line to Assembly), the Company will offer the transfer to the most senior Associate(s) in the job classification from which the transfer is to occur; in the event that the transfer is not filled in this manner, the junior Associate(s) in the job classification who has not served a 30-day transfer in the preceding three months will be required to transfer.

If a transfer is to involve more than one day, the Company need only offer the transfer, as set forth above, the one initial time; provided that if an Associate with more seniority wishes to take the transfer, they may do so at any time. An Associate so transferred shall be paid the rate of pay applicable to the work actually performed by the Associate during the transfer period. If more than one transfer occurs to the same job classification, the Company is obligated to offer

the transfers only once during the day, as set forth above; if a later transfer occurs to a different job classification, the Company will proceed again through the offer procedure described above.

6.2. For safety and health reasons, all Associates in the Polisher classification will be expected to polish on an equal basis. For such purposes, a production day will be separated into three periods: (a) pre-break, (b) post-break but pre-lunch, and (c) post-lunch. To the extent practicable and while meeting production demands and requirements, no Associate classified as a Polisher will polish more than two segments per day and, where possible, the two segments will not be consecutive. The Company will endeavor to distribute polishing duties equally among those classified as Polishers, and all Polishers will share in the rotation process; provided, however, that any alleged significant and material unequal distribution or scheduling of polishing duties shall be subject to the grievance arbitration procedure.

6.3. The following shall be known as the job classifications:

Assembly
Machine Line
Polisher

The parties anticipate that Associates will be assigned to "regular" job duties or functions within the foregoing job classifications, which duties or functions such Associate will normally perform. However, Associates may be assigned any duties or functions within their job classification, outside their "regular" job duties. It is anticipated that such assignments will generally be made in order to promote health and safety efforts, to meet production or shipping demands, or to promote efficiency. The Company shall endeavor to provide cross-training to different job duties and/or functions, as it determines to be reasonable and practicable, in order to facilitate such assignments. No such job duty or function assignments shall be made as a disciplinary measure, nor shall any particular Associates be exempt from any such assignments. An Associate's permanent classification shall be known as her or his regular job.

6.4. In the event that an Associate becomes unable to perform the essential functions of his or her normal job requirements because of a mental or physical disability as defined by current ADA guidelines (whether temporary or permanent), the Employer may (but is not obligated to) restructure the Associate's normal job duties, transfer the Associate to another existing job classification or to a newly-created job classification, or take such other means of accommodation of the disability as the Employer may deem appropriate, and in such assignments (as opposed to layoffs, etc.) the seniority provisions of this Agreement shall not be applicable. In making such transfers or accommodations, or in creating such new job classifications, the employer may assign such work that is otherwise normally performed by other Associates to the disabled Associate, as the Employer may deem appropriate. Any job classification, or restructured job classification or duties, which is created in response to a particular Associate's disability

will be unique only to that Associate, and shall not be continued or otherwise available in the event such Associate is not working or employed.

In the event that the Employer creates a new job classification for limited-duty or accommodation of a disability, or restructures existing duties within an existing job classification for such purposes, the Employer shall determine the appropriate wage rate for such new job classification or restructured duties; provided, however, that such wage rate shall not be fixed at less than seventy-five percent (75%) of the Associate's normal wage rate. The Employer shall immediately notify the Union chairperson, in writing, upon the establishment of such a new wage rate. The Union shall thereafter have ten (10) working days to notify the employer in writing of any disapproval of the wage rate; otherwise, the wage rate shall stand approved. If the wage rate is disapproved, the Union shall list and describe in detail the basis for the disapproval in the notice of disapproval to the Employer. If the disapproval is not removed within five (5) working days thereafter, the wage rate may be the subject of a grievance and may be adjusted under the grievance procedure set forth in Article 21 of this Agreement; provided that any such grievance must be filed within ten (10) working days after the date of the submission of the written disapproval by the Union, in order to be timely and to receive consideration.

6.5. No less than two Associates will be assigned to work in both the Manufacturing and Assembly areas of the plant at all times. In the event that Associates do not report for work as scheduled, the Company will assign or transfer an Associate to work in the understaffed area or transfer the Associate out of the understaffed area so that at least two Associates (at least one of whom must be a non-management person) are working in the area, in which event the Company may assign work tasks as it determines are appropriate.

7. - POSTING AND BIDDING

7.1. In the event a new job classification is established or a permanent vacancy occurs in a job classification, an Associate (probationary or with seniority) may be assigned by the Company to work in the vacant job classification until the vacancy is permanently filled through the bidding procedure (or otherwise through the provisions of Article 7). During this period, the Company shall fill the vacancy as set forth below. At the time the vacant position is permanently filled, the transferred Associate shall return to his/her original job classification, without having to utilize a bid right.

Seniority shall control in job bidding so long as the successful bidder has the ability to perform the work, after completion of a reasonable training period. Ability shall include the Associate's physical and mental fitness for the job and skill to perform the work.

If the Company determines to fill a vacant position, the position (and any other positions that may be affected by the bid procedure) shall be posted for bid for a period of two (2) working days and shall state the classification, the shift of the vacant position (subject to shift preference rights), and date and time of bid. Associates with seniority (i.e., not probationary Associates) may

submit their bid for such job in writing within the two (2) day posting period. The senior bidder with the skill and ability to perform the required work shall be notified of the successful bid within ten (10) workdays. The Company may hire and start a new Associate to work immediately upon the posting of the position, subject to the eventual assignment of the new Associate to the vacant position that results after the bid process is completed. If, at the close of the bid, no successful bid is submitted, the Company may fill the vacancy within thirty (30) days of the close of the bid period by hiring from outside the Company or by assignment of the least senior Associate in the plant (probationary or with seniority); provided that no least senior Associate will be forced to work without their consent on a shift that involves a different number of regular hours than his or her present shift. If the position is not filled by outside hire or reassignment within the thirty-day period, the position must be re-posted before it is filled.

If the Company challenges the senior bidder's skill or ability, the Associate will be given a period not to exceed (a) twenty (20) working days in the polishing position, or (b) ten (10) working days in the assembly or machine line positions, within which to qualify, with reasonable training, for the job. If the Company determines in its discretion and judgment that the Associate is not qualified, the Associate shall be returned to the permanent job he held prior to the accepted bid, in which event he shall lose no bidding rights. The bid will be awarded at the end of the defined training period.

7.2. If the Associate declines to continue in the bid job within the respective twenty-day or ten day period, he shall likewise be returned to the permanent job he held prior to the accepted bid and he may not bid on that classification for a period of three (3) months thereafter. If an Associate qualifies and continues in the job after the ten-day or twenty-day period, the Associate shall not be permitted to bid again for a period of three calendar months from the date they began work in the position.

7.3. If an Associate is on an approved medical leave of absence which is expected to last more than thirty days, the Company may post a temporary bid for the position. After the position is filled by the temporary bid, the Company may fill the position vacated by the Associate on the temporary bid without further bidding. Once such a position is filled by a temporary bid, the Associate who successfully bid will hold the position until the Associate on medical leave returns to work, at which time the Associate on the temporary bid shall be returned to their former job and shall not be required to wait any period of time before being eligible to bid on a subsequently posted job. (Likewise, any Associate affected by the return of the bidder shall return to their former classification in like manner.) If the Associate on medical leave does not return to work and their employment is terminated, the position will be posted and filled on a permanent basis through the bidding procedure.

7.4. Any change or move from an Associate's normally scheduled shift must utilize the bid process. This does not apply for bumping rights.

8. - SCHEDULE OF HOURS

8.1. This Article shall not be construed to be a guarantee of hours of employment per day or per week. The normal schedule of hours of employment shall include (a) lunch period, without pay, consisting of one-half ($\frac{1}{2}$) hour shall be scheduled at approximately the middle of each work day, (b) a rest period of not more than ten (10) minutes shall be scheduled in the first half of each work day, and (c) a rest period of not more than ten (10) minutes will be scheduled in the second half of the day when the Associate's scheduled workday is ten (10) hours or more.

8.2. A standard "work week" shall consist of seven consecutive days, and an Associate's "normally scheduled shift or work hours" shall be designated and shall consist of 40 consecutive work hours in the respective work week (e.g., five 8-hour days, four 10-hour days, etc.). If an Associate's normally scheduled shift or work hours are to be changed, the Company will give notice of the change to the Associate as soon as practicable, but in no event less than fourteen calendar days advance notice.

9. - OVERTIME

9.1. One and one-half ($1\frac{1}{2}$) times the Associate's normal hourly rate will be paid for work performed in excess of an Associate's normally scheduled hours per day (provided that the Associate is normally scheduled to work eight or more hours per day). One and one-half ($1\frac{1}{2}$) times the Associate's normal hourly rate will be paid for work performed in excess of forty (40) hours in any regular work week. Two (2) times the Associate's hourly rate will be paid for work performed on the seventh consecutive day worked in an Associate's standard work week, as well as on any holiday designated as a paid holiday in this Agreement. Overtime will be performed only on the authorization of the Company.

Example: For an Associate whose Normally Scheduled Week (NSW) is 5 days (@ 8 hours), any work performed on day 6 will earn $1\frac{1}{2}$ x the hourly rate whereas any work performed on day 7 will earn 2 x the hourly rate. For an Associate whose NSW is 4 days (@ 10 hours), any work performed on day 5 will earn $1\frac{1}{2}$ x hourly rate, day 6 will earn 2 x hourly rate and day 7 will earn $1\frac{1}{2}$ x hourly rate.

9.2. Overtime will be offered first in the job classification in which the overtime (or the majority of the overtime) is to be worked, starting with the most senior Associate in the classification and proceeding by seniority within the classification thereafter. If no Associates in the classification accept the offered overtime work, the Company may offer the overtime, by seniority, on a plant wide basis. If no Associates accept the offered overtime, the Company may require that the least senior Associates, by plant wide seniority, perform the assigned overtime work. Overtime may be worked in one classification or shift without working overtime in other classifications or shifts. Any

Associate who agrees or is required to work overtime and who does not report and fully work the overtime, shall be subject to discipline.

9.3. When Associates work in excess of their normally scheduled shift hours in one day as a result of shift change made of their own choice, no overtime premium shall be paid. Overtime paid on a daily basis shall not be duplicated on a weekly basis, nor shall overtime allowances for weekly hours worked be duplicated on the basis of daily or weekly overtime hours.

9.4. Seasonal and New Regular Associates shall not work overtime unless Associates with seniority, and who are present at work at the time the overtime is offered, have been offered the opportunity to work the overtime.

9.5. Up to a maximum of one (1) error per individual Associate, errors in the assignment of overtime shall be remedied by the preferential assignment of the next available overtime to the affected Associate(s), but shall not be remedied by the payment of back pay for the overtime period that was erroneously not worked.

10. - REPORTING AND CALLBACK PAY

10.1. Associates who are scheduled and who actually report to work at their regular starting time and for whom there is no work in their classification shall either (a) be sent home, in which event they shall receive four (4) hours of pay for such day at their regular rate of pay, or (b) the Company may assign said Associates to any work available for at least a four (4) hour period.

10.2. No reporting pay shall be owed if an Associate refuses the work offered. Such reporting pay (or offered hours of work) shall not be due or paid if the Associate has been notified not to report to work before leaving home, or if the Company has contacted the mass notification service and notice has been sent to Associates at least one-half hour before the Associates' scheduled starting time, nor shall the same be due if the reason no work is available is due to circumstances not a direct result of the fault of the Company (such as acts of God, utility failures, civil disorders, or labor disputes). The minimum hours work and reporting pay shall not apply where an Associate reports back to work after a leave of absence, layoff, or absence without prior notification to the Company of his date of return to work.

10.3. Associates who are called back to work after leaving the Company premises shall receive at least two (2) hours of pay or shall be offered at least two (2) hours of any available work. Associates shall be paid at time and one-half their regular rate of pay for those hours that are actually worked (as opposed to paid) in excess of their NSS in the day. In calling Associates to return to work, the Company will be required only to attempt

one (1) call to contact the appropriate Associates, and if the Associate is not home or not available, the Company will proceed to contact the next appropriate Associate.

11. - PAYDAY AND TIME CALCULATION

11.1. For accounting purposes, the first week's pay of each new Associate shall be withheld until the second payday.

11.2. Payday shall be Thursday afternoon of each work week, provided that Thursday is not a legal holiday. If it is a legal holiday, payday shall then be during the immediately preceding Wednesday afternoon.

11.3. The element of time for all purposes of pay, including but not limited to wages, holiday pay, work requirements, tardiness and vacation pay shall be calculated on a tenth of an hour basis.

12. - WAGES - SHIFT DIFFERENTIAL

12.1. The schedule of wage and grade rates to be paid under this Agreement is set forth in Exhibit "A", attached hereto and made a part of this Agreement by reference.

12.2. An Associate shall be paid the applicable rate of pay for the job classifications being worked. When an Associate is transferred from one job classification to another job classification paying a different rate of pay, her or his pay shall be computed on the basis of the number of hours or part of an hour worked in the respective job classification times the job classification rate.

For the purposes of holiday pay, as defined in paragraph 13.5, when an Associate has worked in two job classification paying different rates on the last working day prior to the holiday, her or his holiday pay for that holiday shall be computed on the basis of pay for the last working day prior to the holiday. When an Associate works out of her or his regular job classification in another job classification paying a different job classification rate of pay for the full schedule of the last working day prior to the holiday, her or his holiday pay for that holiday shall be computed on the basis of pay for the last working day prior to the holiday.

12.3. A shift premium of Twenty-Five Cents (.25) per hour worked will be paid to Associates working the second shift and a shift premium of Fifty Cents (.50) per hour worked will be paid to Associates working the third shift. The "second shift" is hereby defined, for such purposes, to be a full, separate work shift, for which the starting time commences after the end of the first shift work (as the first shift hours may, from time to time, be scheduled), which shall be known as the "second" shift. The shift differential shall not apply where an Associate is assigned to one shift but works overtime into a following shift hours. Where the Company establishes a regularly scheduled ongoing

shift which has a starting time before the first shift quitting time and which extends beyond such quitting time, those hours which are worked after the normal first shift quitting time shall be paid the shift differential (e.g., for a shift whose normal hours are 10:00 a.m. to 6:30 p.m., shift differential would be paid after 3:30 p.m.). If the Company institutes a third shift, the Company will negotiate with the Union concerning a shift differential to be paid for the third shift. Any "non-standard" shift designations will be discussed prior to implementing.

12.4. Preference for permanent shift assignment shall be given to those Associates who have completed their three month probationary period on a job classification basis, as follows: Associate desiring a permanent shift transfer shall submit a written request and may be transferred within their job classification, and may bump a less-senior Associate in the job classification on the other shift, provided that, in the opinion of the Company, production will not be adversely affected by the shift transfers. All such determinations made by the Company shall be at the Company's discretion and shall not be subject to the grievance-arbitration procedure (it being understood that the foregoing only pertains to shift preference); provided, however, that the Company will discuss any such determinations with the Union upon request.

Two Associates who each desire to switch or trade shifts with one another shall be permitted to do so, provided that, in the opinion and discretion of the Company, each Associate is qualified to perform the work available and/or required on the respective shifts; and further provided that no Associate with more seniority who is deemed to be qualified by the Employer desires to switch or trade with one of the Associates desiring the switch. In the event of such a trade or shift, no overtime work or pay shall be involved.

Associates may not exercise any of the foregoing shift transfer privileges (except voluntary shift trades) more than once in any six (6) month period, unless they are bumped or change classifications, or involuntarily change shifts. Any changed shift assignments due to Associate preference shall begin and be effective at the start of the next succeeding workweek.

13. - HOLIDAYS AND HOLIDAY PAY

13.1. The days designated in 13.2 below, shall be considered holidays on which days there shall be no regular production or maintenance work except during an emergency. Eligible Associates shall be paid holiday pay for the holiday regardless of the day of the week said holiday may fall. Holidays falling on Sunday shall be observed on the following Monday; holidays falling on Saturday shall be observed on the preceding Friday.

13.2. Designated holidays are as follows:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	Day after Christmas

13.3. Provided that all other eligibility criteria are met, Associates shall be granted one (1) floating holiday during each calendar year. The specific day selected by each Associate is subject to the approval of the Employer, and Associates must schedule such floating holiday at least one (1) week before it is taken (priority shall be given to the first Associate who requests a floating holiday for a specific day). No more than one Associate may take a floating holiday on the same day.

13.4. In order to be eligible for holiday pay, an Associate must:

- a. Have completed their three-month probationary period;
- b. Have worked her or his regularly assigned shift on the workdays immediately before and after the holiday unless: (1) she or he or a member of her or his immediate family, is disabled by accident or illness for which she or he furnishes the Company with a doctor's certificate, if required, or (2) she or he is absent because the holiday falls within her or his scheduled vacation, or (3) she or he is a current Union officer and having given at least one (1) week prior notice is absent attending a National or State meeting of United Steelworkers. An Associate may be late up to the first hour of her or his regularly assigned shift the last day before and/or the first day after the holiday so long as she or he works the remaining time of her or his regularly assigned shift. Such late Associate will receive holiday pay less the time not worked on her or his regularly assigned shift the last day before and/or the first day after the holiday, provided, an Associate who reports to work later than the first hour of her or his regularly assigned shift either the last day before or the first day after the holiday, will not be paid holiday pay;
- c. Have not been on leave of absence status on the day of the holiday;
- d. Have not been on layoff status on the day of the holiday, except where the layoff began within the period of five (5) working days before the day celebrated as the holiday, or the layoff ended (by the Associate's return to work) within the five working day period after the day celebrated as the holiday.

13.5. The pay for each holiday named in 13.2 and 13.3 above for day shift Associates, will be the Associate's regularly scheduled daily work hours times the Associate's base rate of pay. The pay for each holiday named in 13.2 and 13.3 for night shift Associates will be the Associate's hourly rate times the number of hours being worked by the night shift just preceding the holiday.

13.6. The Company agrees to pay double time for hours worked on any of the holidays designated in 13.2 and 13.3 in addition to holiday pay. If an Associate is scheduled to work on a holiday and fails to report, except if she or he is disabled by accident or illness for which she or he furnishes a doctor's certificate, she or he will not receive holiday pay. Effort will be made by the Company to give as much advance notice of the holiday work as is reasonably possible.

14. - VACATIONS - VACATION PAY PLAN

14.1. Beginning January 1, 2019, vacations and vacation pay shall be administered on a calendar year basis (i.e., January 1 through December 31). Vacations and vacation pay earned during the prior calendar vacation year shall vest as of January 1 of the current vacation year.

14.2. To qualify for a vacation an Associate must have worked a minimum of eight hundred (800) hours in the preceding calendar year. In computing the eight hundred (800) hours, the hours paid for vacations during the previous year and hours paid for holidays falling on Saturday shall not be included; provided, however, that time absent on a formal medical leave of absence (as described in Sections 5.5(c) and 15.5 of this Agreement) shall count as hours worked toward the 800 hour eligibility figure, at the number of hours that the Associate is normally scheduled to work, for each day of medical leave absence.

14.3. In the event that the Company schedules a plant shutdown, the Company will give notice of the shutdown at least ten (10) working days in advance of the shutdown. Although the Company will endeavor to give prompt notice, the ten (10) day notice requirement shall not apply where the shutdown results from reasons beyond the control of the Company or where the need for the shutdown was not known in advance by the Company.

14.4. All Associates shall be prepared to select, on the basis of seniority by classification, and as set forth below, the scheduling of vacation time by August 31 of each year. On or about August 31, the Company will schedule Associate vacations, by seniority by classification among Associates, for the following calendar year.

Ten days of an Associate's vacation may be taken in (a) individual full days off, and/or (b) half days off (i.e., 1/2 of an Associate's NSS), provided that the total vacation time taken in

individual and half days, cumulatively, does not exceed ten days, and provided that the Company is notified by the Associate before the start of the affected shift and so long as the number of Associates allowed off on vacation, as specified below, is not exceeded. Other Associates may request on August 31 to be permitted to take vacation during weeks which are already allocated to other Associates and if, at the time of the requested vacation week the Company determines, in its discretion, that additional Associates can be permitted vacation time off, such additional Associates, in the number determined by the Company, may be permitted to take vacation time off during that week. If an Associate has scheduled but cancels a vacation time, notice of the cancellation and vacation time availability will be posted on the bulletin board for 36 hours, if possible. During the 36-hour posting period for vacation cancellations, those Associates with available vacation time to schedule will be allowed to bid on the vacancy (hours being defined as clock hours not working hours). After the 36-hour period has ended, bidding will be closed and the vacation time will be awarded based on seniority. If there are no bids during the 36-hour period, the vacation will become available to the first requesting Associate who has available vacation time to schedule. Vacations scheduled on the basis of Associate requests submitted prior to August 31 shall maintain preference over any vacation requests made by other Associates later in the year.

The following procedure shall apply to vacation allowance and scheduling. First, only one Associate from machine line (manufacturing) may be absent on vacation at any time. In addition, (a) during the months of June through August, up to a maximum of five Associates may be off on vacation (scheduled or daily) at any time, and (b) during the remaining months, up to a maximum of four Associates may be off on vacation (scheduled or daily) at any time.

14.5. If an Associate desires to take a part of his or her accrued vacation off as an individual day, the Associate is to notify the Company prior to the start of the shift, and the Company is to approve or disapprove the use of a vacation day, based upon the number of other Associates on vacation on that day. If an Associate wants to know at the time of the request whether his or her vacation day request will be approved, the Associate must call the Company within the one-half hour period immediately before the start of the Associate's shift and discuss the vacation day request with a member of the Company's management, who will inform the Associate at that time, or shortly thereafter, whether the vacation day request is approved or not. If the vacation request is not approved, the Associate who called will be allowed a one-hour grace period beyond the normal starting time in order to report for work without incurring any penalty under the Company's attendance program. If the Associate does not report for work, or reports more than one hour after the normal starting time, the absence will be counted in the attendance program.

14.6. Vacation pay and length of vacation shall be as follows:

<u>Length of Continuous Service</u>	<u>Vacation Pay</u>	<u>Vacation Time</u>
Less than One (1) year	2.5% of annual straight time earnings	Prorated (\$14.13)
One (1) but less than Two (2) years	2.5% of annual straight time earnings	2 weeks
Two (2) but less than Three (3) years	3.5% of annual straight time earnings	2 weeks
Three (3) but less than Four (4) years	4.5% of annual straight time earnings	2 weeks
Four (4) but less than Five (5) years	5.5% of annual straight time earnings	2 weeks
Five (5) years through Nine (9) years	7.0% of annual straight time earnings	3 weeks
Ten (10) years through Fourteen (14) years	8.0% of annual straight time earnings	3 weeks
Fifteen (15) years through Nineteen (19) years	9.0% of annual straight time earnings	4 weeks
Twenty (20) years through Twenty-four (24) years	11.5% of annual straight time earnings	5 weeks
Twenty-Five (25) years and over	12.5% of annual straight time earnings	5 weeks

14.7. Annual straight time earnings is defined as earnings from January 1 through December 31 of the previous calendar year, excluding vacation pay of the previous year; except that vacations that are prescheduled on the prior year August 31 scheduling date shall count, at the Associate's normal hourly rate, toward the Associate's annual earnings for vacation pay calculation purposes.

14.8. Vacation pay shall be given to Associates either (a) as soon as practicable after the January 1 start of the calendar year, or (b) at the time that vacation is taken, at the Associate's option. For those who elect to be paid at the time of the vacation, provided that the Associate gives notice of the vacation time off to the Company no later than ten o'clock a.m. on the Monday immediately after taking the vacation time off, the Associate will receive the vacation pay on the Company's normal payroll date. If such notice is not given, the Associate will receive the vacation pay on the Company's normal payroll date after the Associate's return from vacation.

14.9. Vacation benefits earned in the prior vacation year, but which have not been taken or paid at the time of an Associate's termination of employment, shall be paid upon

termination. With respect to vacation benefits accrued during the current vacation year, Associates who quit (with at least one week's notice), retire under the provisions of the Pension Plan, and/or are discharged without just cause will be entitled to pro rata vacation pay for accrued but unused vacation based on one-twelfth (1/12th) of the annual vacation benefit for that year for each full month of service since the most recent January 1.

14.10. Vacations shall not be cumulative. However, Associates entitled to two (2) or more weeks of annual vacation may be permitted to defer and combine one week of their current vacation time off with the vacation in the succeeding year (vacation pay is not deferred and is paid during the current year), provided that a request to defer the vacation week is approved by the Company. If the deferred vacation time off is not taken in the next year it is forfeited.

14.11. If after January 1 of the vacation year the employment anniversary date of an Associate occurs, and the anniversary is the fifth (5th) year, tenth (10th) year, twentieth (20th) year, or the twenty-fifth (25th) year, the Associate will receive the upgraded benefits stated in 14.5 above. The upgraded additional vacation time can only be taken after the anniversary date during the remainder of the calendar vacation year. The additional vacation pay, due to the upgrading, will be paid just prior to the beginning date of the upgraded time off.

14.12. Notwithstanding other provisions of this Article 14, which may be in conflict with this 14.12, if an Associate retires or dies during a vacation year, the retiring Associate, or in the event of death the estate of the Associate, will be paid a pro-rata part (i.e., the full projected vacation pay for the year times the fractional number of full months worked in the year before retirement or death) of the vacation pay from January 1 to the date of retirement or death.

14.13. A newly-hired Associate who has completed the probationary period will earn a vacation benefit during his first year of employment, which vacation will be taken and paid the following calendar vacation year. In order to be eligible for a vacation benefit, the newly-hired Associate must have worked a minimum of 67 hours times the number of full months of the Associate's employment in the first year (which is a rough proportionate amount of the 800 hour annual eligibility requirement for more senior Associates). For example, if an Associate begins work on August 1 of a given year, the Associate will need to have worked 335 hours (5 months x 67 hours) during the first calendar year of employment in order to receive the vacation benefit (as set forth in Section 14.6) during the following calendar year. The vacation time off for the prorated first-year vacation will be also prorated, and shall equal two (2) weeks times the proportionate number of full months worked to the twelve months of a full year (for example, if the newly hired Associate is hired on September 1 and works four full months, the vacation time off will be 4/12 times 10 days, or 3 vacation days off).

15. - LEAVES OF ABSENCE

15.1. PERSONAL LEAVE OF ABSENCE: An Associate who has completed her or his probationary period may apply to the Company for a Personal Leave of Absence of up to thirty (30) working days. Application for a Personal Leave shall be in writing and submitted to the Company. In determining whether or not the leave will be granted the Company shall use uniform discretion in its decision, and the Company will respond to the request for leave within one (1) week of its receipt. However, in all cases decisions of the Company shall be final, not subject to the grievance procedures. No more than three (3) Associates may be on Personal Leave of Absence at any one time.

Associates requesting a formal leave of absence (i.e., exceeding one week) must do so in writing prior to the date of the proposed leave of absence, and the Company shall respond to the Associate's request as soon as reasonably practicable thereafter.

15.2. MEDICAL LEAVE OF ABSENCE: An Associate with nine months or more of continuous service (with the exception of pregnancy-related leaves, to which the nine-month qualifying period does not apply) from the most recent date of hire may be granted a medical leave of absence for a sickness or disability, without pay, for a period not in excess of sixty (60) working days in an annual period, upon presentation satisfactory to the Company of bona fide illness or injury. If an application for such leave is not made in writing before three (3) days after the disability or knowledge of the illness, the absence shall be deemed to be a voluntary quit, unless due to extenuating circumstances such application could not be made prior to the absence.

The application for such a leave of absence must identify the illness involved, explain why the leave is necessary, and must estimate the anticipated length of the leave. A physician's certificate identifying the illness must be presented as soon as is reasonably practicable. The Company may request that the Associate be examined by a physician of the Company's designation, at the Company's expense, and failure to do so by the Associate will result in the refusal to grant the leave of absence. Any Associate on an approved medical leave or absence must return to work on the date that he or she is certified by a physician to return to work or the Associate will be deemed to have quit.

15.3. Leaves of absences granted under Paragraphs 15.1 and 15.2, above, may be extended by the Company, in writing, at the Company's discretion but, unless prohibited by law, in no event may a leave of absence exceed eighteen (18) months. Seniority shall accumulate during all such leaves of absence.

15.4. The Family and Medical Leave Act (FMLA) is a federal law that generally provides for unpaid leaves of absence for up to twelve weeks, for eligible Associates, for child care for a newborn or adopted child, care for a spouse, child or parent with a serious health condition, for an Associate's serious health condition that renders them incapable

of performing their job, or for care and exigent circumstances for qualifying service members. The Company has adopted an FMLA policy, and the parties agree to comply with the applicable requirements of the Family and Medical Leave Act of 1993 and applicable amendments. Any leave of absence provisions or benefits set forth in this Agreement shall be included in, and shall not be in addition to, any benefits available under the FMLA. Associates who are on FMLA leave are guaranteed reinstatement to their former position or a substantially equivalent position; Associates whose medical leave exceeds that provided for in the FMLA shall be reinstated as set forth in Section 15.8, below.

15.5. An Associate absent because of sickness for five (5) continuous working days or more shall present the Company with a written doctor's certificate showing his or her eligibility to return to work, on the first day of the Associate's return. When a request is made by an Associate in advance, absences of less than one (1) week (5 days) may be granted by the Company without a formal leave of absence. Application for approval of such absences must be made in advance of the day of absence whenever the absence can be foreseen.

15.6. Any Associate covered by the terms of this Agreement who leaves his employment in order to perform training or service in the Armed Services of the United States shall be granted a leave of absence to comply with the terms of existing Federal legislation. Leaves of absence granted under this Paragraph shall be with accumulated seniority.

15.7. An Associate who, while on leave of absence, engages in or seeks any other employment shall be considered to have quit without notice.

15.8. Upon return from an authorized leave of absence, or extension thereof, the Associate shall be returned to work according to his seniority, provided that sufficient work exists and that the Associate is capable to perform the work to which he would be returned.

15.9. Where applicable, the Company will comply with the federal Family and Medical Leave Act (FMLA), pursuant to the Company's policy for FMLA leaves of absences. Except for the provisions regarding the permissible length of a leave or absence, the terms of this Article shall not apply to FMLA leaves of absence, which shall be governed by the statutory requirements and the Company's policies on the FMLA (provided that statutory and regulatory provisions prevail, where applicable). The Union reserves the right to question the application of the Company policy, as opposed to what the statute or regulations require, through the grievance procedure.

16. **- JURY DUTY**

16.1. An Associate serving on a jury will be compensated for the difference between the compensation received for jury duty and the time lost from work up to NSS straight time for each day served. It is recognized that an Associate serving jury duty will not always be absent the entire shift. Therefore, reasonable time will be allowed the Associate to change clothes from the time she or he is excused from jury duty and thereafter the Associate is expected to report for work for the balance of the shift. An Associate serving jury duty shall produce evidence of the amount of juror's compensation and the dates served as a juror in order to establish the compensating amount to be paid by the Company.

16.2. An Associate who is subpoenaed to appear as a witness in a civil or criminal trial (state or federal court) will be compensated for the difference between the compensation received for witness fees and expenses (i.e., any expense payments received in excess of actual costs) and the time lost from work on the day(s) when the Associate actually testifies, up to NSS of straight time for each day involved, provided (a) that neither the Associate nor an immediate relative is a party or interested participant in the lawsuit, and (b) the suit or proceeding does not involve or affect the Company in any way. It is recognized that an Associate subpoenaed as a witness will not always be absent the entire shift. Therefore, reasonable time will be allowed for the Associate to change clothes from the time she or he is excused to testify and thereafter the Associate is expected to report for work for the balance of the shift. An Associate shall produce evidence of the subpoena, the amount of witness fees and expenses received, and the date(s) testified in order to establish the compensating amount to be paid by the Company.

17. - FUNERAL PAY

17.1. In the event of a verified death in an Associate's immediate family, as defined below, he or she shall receive a maximum of three (3) day's pay at the individual Associate's base rate times the Associates NSS per day. The three days of absence shall be those selected by the Associate, provided that they occur during the time period from one week (7 days) before the funeral to one week after the funeral. Immediate members of an Associate's family are current spouse, children, brother and sister, mother and father (which shall mean the Associate's mother, father, stepmother and stepfather), and a grandchild. No funeral pay will be paid for any day that is not a scheduled work day.

17.2. In the event of a verified death of an Associate's grandparent, current mother-in-law or father-in-law, current daughter-in-law or son-in-law the Associate shall be granted a three-day leave of absence, as such days are specified in Section 17.3, above, and the Associate shall receive one (1) day's pay at the individual's base rate times the Associates NSS. No funeral pay will be paid on the day of the funeral granted as a day off when the day of the funeral is not a scheduled work day.

17.3. In the event of a verified death of an Associate's current aunt, uncle, brother-in-law, or sister-in-law, the Associate shall be granted a leave of absence, without pay, for the day before the funeral, the day of the funeral, and the day after the funeral, without an occurrence being charged under the Company's absenteeism policy.

18. - PENSION AGREEMENT

18.1. The Company agrees to continue making payments, as a participating employer, in the National Industrial Group Pension Plan, into the Trust Fund to provide benefits for normal retirement or early retirement or permanent incapacity retirement of eligible Associates in the bargaining unit of the Company pursuant to the terms of the Agreement and Declaration of Trust between the Company, the Union and the Trustee for the National Industrial Group Pension Plan, according to the following payment schedule for each Associate in the bargaining unit who has completed his or her probationary period of employment:

a. Effective August 9, 2017 – \$1.15 per hour

18.2. In addition, the Company agrees to make (non-contributory) wage deductions, upon written authorization and as directed by the Associate, for Associate contributions to personal Individual Retirement Accounts (IRA). Associates may not change deduction amounts or accounts within three months. The Company's only obligation is to deduct and transmit the Associate's contributions, and the Company makes no promise and shall incur no obligation regarding investment, earning, tax consequences, etc. of an IRA account.

19. - LIFE INSURANCE, SICKNESS AND ACCIDENT DISABILITY INSURANCE, AND HEALTH INSURANCE

19.1. The Company shall contribute fifty percent (50%) of the monthly premium amount toward the monthly premium for life, AD&D, and sickness and accident disability insurance for each eligible Associate who subscribes to the coverage selected by the Union. Effective August 9, 2017 the amount of the life insurance benefit will be \$15,000.00. An Associate must participate in all three (3) insurance plans in order to qualify for the Company contribution.

19.2. Each Associate covered by the sickness and accident disability insurance shall pay the balance of the monthly premium, including increases in premiums, if any, by monthly payroll deduction.

19.3. The Company contribution as provided in 19.1 shall continue to be paid while an eligible, covered Associate is on a medical or personal leave of absence so long as the

Associate deposits with the Company her or his portion of the monthly premium on or before the first day of each month of such leave. No contribution shall be made by the Company for a covered Associate on layoff.

19.4. As soon as practicable after the effective date of this Agreement, Associates will be given the opportunity to participate in a health care insurance program selected and maintained by the Company. The specific health care program shall be selected and contracted for by the Company, and the Company's sole obligation shall be to contribute toward the monthly premium cost, as set forth in this Section. For those Associates who participate, the Company will pay the lesser of (a) the participating Associate's monthly premium cost, or (b) \$350 .00 per month. The remaining monthly premium cost shall be deducted by the Company from the Associate's wages and remitted to the Associate's insurance company. Associates who choose not to participate in a health insurance program shall not receive any health insurance contribution or pay in lieu of a contribution from the Company.

19.5. Current health care provisions in this Agreement are based upon the present regulatory environment, the number of current Associates who participate in Company-offered coverage, and other factors as they exist at the time of the negotiation of this Agreement. The Employer will continue, during the term of this Agreement, to offer health coverage(s) through a third-party insurer, self-insurance, and/or other health care plans for all participating eligible full-time permanent Associates covered by this Agreement. Eligibility of full-time permanent Associates for coverage is as defined in the respective plans. The Employer will meet with the Union health insurance committee prior to any expiration of a health care insurance contract to review and discuss premium costs, benefits, and terms of prospective health care benefits. Health care coverage, terms, and/or benefits may be modified or altered by the Employer during the term of this Agreement, provided that (a) the Employer will meet and discuss any such changes with the Union health insurance committee prior to any such modification or alteration, and (b) the health care coverages offered to bargaining unit Associates during the term of this Agreement shall be the same as the coverages offered to the Employer's non-bargaining unit Associates.

20. **- SAFETY AND HEALTH**

20.1. The Company shall continue to make adequate provisions for safe operating conditions and for healthful sanitary surroundings, insofar as ~~the~~ nature of the work and the structure of the building will permit. A minimum working temperature of 60° shall be maintained in the plant during working hours.

20.2. The Company, the Union and all Associates agree to use all reasonable effort to avoid accidents and injuries to personnel and equipment.

20.3. Safety Rules will be established and maintained to promote the general welfare of the Company and all Associates; intentional or repeated violations of the Safety Rules will result in discharge.

20.4. Eye protection shall be required to be worn by all persons in all manufacturing areas as per current Company safety policy. Standard safety glasses shall be provided by the Company for those Associates not requiring prescription glasses. Associates will be required to wear OSHA approved safety glasses. For those who require prescription safety glasses (i.e., those who cannot wear the safety glasses provided by the Company or safety glasses over their prescription glasses), the Company will pay up to \$200.00 in reimbursement payment during the life of the contract, upon presentation of the receipt for the purchase of prescription safety glasses. In addition, upon presentation of the receipt, the Company will pay (a) up to \$200.00 per year in reimbursement for steel toe shoes for those Associates regularly scheduled to work in Manufacturing, and (b) up to \$150.00 per year in reimbursement for steel-toe shoes for other Associates required to wear steel toe shoes.

21. - ADJUSTMENT OF GRIEVANCES

21.1. Should differences of any kind arise between the Company and the Union as to the interpretation or application of or compliance with the provisions of this Agreement, there shall be no interruption, slow down or impeding of work on account of such differences, but an earnest effort shall be made to settle the matter promptly in accordance with the following procedure:

Step 1 An Associate who alleges a grievance may discuss the matter with the Manager and Assistant Manager, or his designated representative, in an attempt to reach a satisfactory settlement. The Associate may have her or his Committee person present during the discussion if she or he so desires. If the matter is not settled, then the grievance must be reduced to writing, signed by the Associate and submitted to the Manager and Assistant Manager, or his designated representative. The written grievance must be received by the Company within thirty (30) calendar days after the incident giving rise to the grievance.

Step 2 Within three (3) working days after receipt of the grievance by the Company, the Associate, her or his Committee-person and the Manager and Assistant Manager and President of the Company, or their delegated representatives, shall meet to discuss the grievance. A written answer to the grievance shall be submitted to the Associate within three (3) working days after the day of the meeting.

Step 3

The Associate and the Union shall have three (3) working days to accept or reject the decision of the Company. If the decision of the Company is not acceptable to the Associate and the Union, the Associate shall notify the Company in writing no later than the end of the third working day after the day that the Company delivered its written answer of a desire to appeal the grievance.

Step 4

Within five (5) working days after the Company receives the Associate's written notice of appeal, the Associate, the International Representative of the Union, the Manager and Assistant Manager and the President, or their delegated representatives, shall meet to discuss the grievance. The answer of the Company shall be given to the Union in writing within three (3) working days after the day of the meeting.

Step 5

If the grievance is not settled after progressing through all of the preceding steps of the grievance procedure, the Union or the Company must inform the other party of its intention to submit the dispute to arbitration by written notice, which must be received by the other party (the Union or the Company) within five (5) working days of the date of the Company's Step 4 written answer. Upon a determination to submit the dispute to arbitration, and after written notice from the initiating party to the other, the parties shall meet within five (5) working days in order to jointly draw up the issue to be presented to the American Arbitration Association for arbitration in accordance with the Association's then prevailing rules and practices for voluntary labor arbitration. The expenses and fees incidental to the services of an arbitrator shall be shared equally by the Company and the Union. The arbitrator shall not have jurisdiction or authority to add to, detract from or alter in any way the provisions of this Agreement or the issues submitted to arbitration. The decision of the arbitrator shall be final and binding on the Company, the Union and all Associates of the Company.

21.2. Any time limits in the foregoing procedure for adjustment of grievances may be extended only by written agreement between the Company and the Unit Chair or their designated representative.

21.3. Absent agreement for extension confirmed in writing, if the respective decisions and notices set forth in this Article 21, including those for delivery and receipt of written documents, are not given and received within the stated time limitations, the grievance or answer shall be deemed waived and abandoned, and resolved against the defaulting party, and shall not thereafter form the basis of a grievance between the parties. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or to substitute his discretion for that of the Company. All claims or awards

for back pay shall be limited to the amount of wages that the Associate would otherwise have earned, less all amounts the Associate received (or could have received with reasonable diligence) elsewhere during the period in question, as well as any unemployment compensation.

21.4. Any Associate who ceases work instead of following the above grievance procedure because of an alleged dispute, except in a strike duly authorized in accordance with the Constitution of the United Steelworkers AFL-CIO, shall be subject to immediate discharge.

22. - NO WORK STOPPAGE OR LOCKOUT

22.1. There shall be no concerted failure to report to work, cessation or interruption of work, slowdown, secondary boycott, strike, picketing or lockout during the terms of this Agreement or during any period of time while negotiations are in progress between the parties hereto for the continuance or renewal of this Agreement.

22.2. The Company shall have the right to discipline, including discharge, any Associate who (whether individually or in a group) instigates, participates in or gives leadership to any activity prohibited in this Article. The Company shall have no obligation to attempt to discipline each and every Associate who engages in a violation of this Article. If discipline in this regard is challenged through the grievance procedure and proceeds to arbitration, the arbitrator shall have no power to review the reasonableness of or modify the penalties imposed, but he may order reinstatement or back pay only upon an affirmative finding of innocence on the part of the Associate.

22.3. No officer or representative of the Union shall authorize, instigate, and/or condone any activity in violation of this Article. In the event any Associate or group of Associates covered by this Agreement shall, during the term hereof, participate in any such unauthorized strike or activity, the Union agrees that after the Company notifies, in writing, an official or representative of the Union or the International Union of such occurrence, it will timely notify such Associate, or group of Associates, to resume normal work. Upon any violation of this Article by an Associate or group of Associates, the Union shall immediately execute and deliver to the Company a notice to the effect that such conduct is neither authorized nor approved by the Union. If the foregoing provisions are complied with, the Union or International Union will not be deemed to have violated this Article or to be amendable to suit for damages on account thereof.

23. - OPENING - EXTENSION AND TERMINATION

23.1. This Agreement may be amended or terminated at any time by the mutual agreement of the parties.

23.2. This Agreement shall remain in effect until August 8, 2021, midnight.

23.3. If either party desires to renegotiate or terminate the Agreement, they shall give the other party written notice to that effect not less than sixty (60) nor more than ninety (90) days prior to the termination date of August 8, 2021. Any such notice shall be given as provided in Sections 23.5, 23.6, and 23.7, below. Within thirty (30) calendar days after the giving of such notice, the parties shall begin negotiations upon the request as contained in the written notice, and the requests that may have been submitted by the other party. If agreement of the parties is not reached on the request of each of the parties, or if the respective requests are not withdrawn before the expiration of the sixty (60) calendar day notice, this Agreement shall terminate at 12:01 A.M. on the sixty-first (61st) day.

23.4. In the absence of notice to open, terminate or amend this Agreement in accordance with the provisions and time schedule provided in this Article 23, this Agreement shall automatically be renewed for periods of one (1) year each from the date established for the giving of notice.

23.5. Notice of dates to open, terminate or amend the terms of this Agreement shall be given by United States Certified Mail, Return Receipt Requested, with delivery being deemed completed at the time of deposit of said notice with the United States Postal Authorities.

23.6. Notice to the Union shall be addressed to:

United Steelworkers
Five Gateway Center
Pittsburgh, Pennsylvania 15222

23.7. Notice to the Company shall be addressed to:

The Wilson Bohannan Company
621 Buckeye Street
Marion, Ohio 43302

23.8. Either party reserves the right to change its address but such change shall only be binding on the other party upon the giving of notice of such change of address.

[Remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by the duly authorized officers and representatives effective as of August 9, 2013.

THE WILSON BOHANNAN COMPANY

By: _____
President

And _____
Manager

And _____

UNITED STEELWORKERS

By: _____
International President

And _____
International Vice-President - (Administration)

And _____
International Vice-President – (Human Affairs)

And _____
International Secretary-Treasurer

And _____
Director USW District 1

And _____
USW Staff Representative

LOCAL UNION NO. 1949,
UNITED STEELWORKERS

By _____
Unit Chair

And _____
Committee person

And _____
Committee person

XXX

EXHIBIT A

A. The following wage rates shall apply for the period from August 9, 2017 through August 8, 2021 (except for new hires, as set forth below):

<u>Job Classification</u>	<u>Year 1</u> (8/17-8/18)	<u>Year 2</u> (8/18-8/19)	<u>Year 3</u> (8/19-8/20)	<u>Year 4</u> (8/20-8/21)
Assembly	\$17.45/hr.	\$17.71/hr.	\$17.98/hr.	\$18.24/hr.
Machine Line	\$17.45/hr.	\$17.71/hr.	\$17.98/hr.	\$18.24/hr.
Polishing	\$17.45/hr.	\$17.71/hr.	\$17.98/hr.	\$18.24/hr.

B. New Associates

The following shall be the wages rates for Associates hired after the effective date of the Agreement, as well as for any former Associates who are re-hired:

	<u>Hired After</u> <u>8/9/17</u>
Start	\$12.00
3 mos.	\$14.00
6 mos.	Contract Wage

Schedule "B"

Supervisors

**Brent Houdashelt
Bart Witzel
Gary Crabtree
Tom Richardson
Roger Daily**

Maintenance

**Mark Whiteamire
Brandon Whiteamire
Keith Danner**

Utility

**Matt Christian
Dan Jones
Jarret Wood**

24.aug.17

Memo of Understanding

Stub Period — Vacation

Article 14 of The Collective Bargaining Agreement effective for the period August 9, 2017 through August 8, 2021 has changed the procedure as to how vacations are administered. Beginning in January 2019 vacations will be administered on a calendar year basis from January 1 through December 31. Currently vacations are administered from July 1 through June 30. This has resulted in the creation of a "stub period", from July 1, 2018 through December 31, 2018.

Associates who have earned 800 hours of vesting for the period July 1, 2017 through June 30, 2018 will have available all of their annual earned vacation benefits on July 1, 2018 as normal to be taken or carried over.

On January 1, 2019 an Associate will have available half (50%) of their annualized vacation time to be taken from January 1, 2019 through December 31, 2019 or carried over into the 2019 vacation year providing the Associate earned 400 hours of vesting in the "stub period".

As of January 1, 2019, vacation will be earned based on the calendar year of January 2019 through December 2019.

All other language regarding vacation benefits as defined in Article 14 will continue to apply.