

**BARGAINING
AGREEMENT**

CONCO, INC.

With

**UNITED STEEL, PAPER and FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL
and SERVICE WORKERS INTERNATIONAL UNION
ON BEHALF OF
LOCAL 1693-06**

February 8, 2022 – January 31, 2025

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AGREEMENT

This agreement is made and entered into this 8th day of February, 2022, by and between Conco, Inc., its successor and assigns, hereinafter referred to as the “Company”, and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union at the Company’s Louisville, Kentucky plant (Oaklawn Drive), hereinafter referred to as the “Union”.

Witnessed: Whereas it is the desire of the parties to this Agreement to promote mutual cooperation and understanding and to formulate rules to govern the relationship between them, now therefore, the parties agree as follows:

ARTICLE I Union Recognition

Section 1.

The Company recognizes the Union as the exclusive bargaining agent for all production and maintenance employees, excluding office clerical employees, guards, professional employees, and supervisors as defined by the National Labor Relations Act at the plant located at 4000 Oaklawn Drive, Louisville, Kentucky.

Section 2 - Successorship.

If the Company sells the entire plant or an organizationally distinct operation thereof, which is subject to this Labor Agreement, and the purchaser intends to operate the same business at the same location within one (1) year of the sale, the Company will encourage the purchaser, in writing, with a copy to the Union, to extend offers of employment to members of the bargaining unit, Local 1693-06, of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC or their successors, located at Conco, Inc., Louisville, Kentucky.

In the event Conco Inc. ceases business operations, it will engage in appropriate effects bargaining with the Union.

Section 3. Union Security and Check off.

The Company agrees that it will not interfere with, restrain or coerce any employee for the purpose of discouraging membership in the Union, or for the purpose of discouraging union activities not prohibited by this Agreement or by law. The Union agrees that neither the Union nor any of its officers or representatives will interfere with, restrain or coerce any employee for the purpose of encouraging membership in the Union.

Notwithstanding Section 1 of this Article, or any provision of State or Federal Law that may appear to the contrary, no employee shall be required, as a condition of

employment or continuation of employment, to do any of the following:

- i. Become or remain a member of the Union;
- ii. Pay any dues, fees, assessments, or other similar charges of any kind or amount to the Union; or

- iii. Pay to any charity or other third party, in lieu of these payments, any amount equivalent to or pro-rata portion of dues, fees, assessments, or other charges required by the Union.

If an employee voluntarily elects to become a member of the Union and elects to execute a voluntary written dues deduction authorization, the Company will deduct from the pay of such employee, the regular Union dues and initiation fees and assessments as the Employee has authorized in writing. Said deductions will be deducted from the employee's paycheck on a monthly basis and forwarded to the International Secretary-Treasurer of the Union at the address authorized for this purpose. All checks will be made payable to "International Secretary-Treasurer, UNITED STEELWORKERS". An Employee may revoke the check-off authorization in accordance with the executed USW Check-off Authorization.

- a. Deductions on the basis of authorization card submitted to the Company will commence with respect to dues for the month in which such card becomes effective.
- b. In case of earnings insufficient to cover deductions of dues, the dues will be deducted from the next pay in which there are sufficient earnings.
- c. The Company will, upon individual request to the Personnel Department, advise in writing the amount of Union dues deducted from wages during the previous calendar year.
- d. If an overcharge is made in making payroll deductions for dues and initiation fees, the Union will be responsible for adjustment of such claim with the individual member and the individual member will hold the Company harmless for having wrongly made such deductions.

Indemnity Clause

The Union will indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that will arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of the Section.

Section 4. Non-Discrimination.

The Company and the Union agree that they will not discriminate against any employee because of his or her race, creed, color, sex, national origin, age, qualified mental or physical handicap, or any Veteran or because of any employee's participation in Union affairs as an officer, representative or member or any employee's refusal to participate in Union affairs. Whenever the

masculine or feminine pronoun is used in this Agreement, it shall be deemed to mean either sex.

ADDENDUM

If the Kentucky Right to Work Act, as set forth in KRS 336.130; 336.180; and 336.990 is repealed by the Kentucky State Legislature during the pendency of this collective bargaining agreement, then, in that event, the language in **ARTICLE I, Union Recognition**, Section 3 – Union Security of the February 1, 2016 – January 31, 2019 collective bargaining agreement regarding union membership and union dues checkoff will replace the language in this Article I, Section 3.

ARTICLE II
Scope of Agreement

Section 1 - Purpose of Agreement.

It is the intention of the parties that this Agreement will establish sound relations between the Company and its employees, which will promote harmony, genuine cooperation, and efficiency to the end that the employees and the Company may mutually benefit. The Union realizes that in order for the Company to provide maximum opportunities for the continuing employment, good working conditions and pay, the Company must be in a strong competitive position, which means it must produce high quality products at the lowest possible cost consistent with fair labor costs, and therefore the Union and the employees pledge a full day's work for a full day's pay in accordance with this Agreement. The Union and the Company further agree that the elimination of waste in production and throughout the plant; conservation of materials and supplies; improvements in the quality of work; the prevention of accidents; the strengthening of good will between the Company, the Union, the employees, and the public; and the facilitation of peaceful adjustment of differences which may arise from time to time between the Company, the Union, or between the Company and any employees covered by this Agreement are all matters of mutual concern to the Company and the Union. This Agreement is intended to set forth all the rights of the Union and the employees, in addition to those rights otherwise provided by law.

Section 2 - Management Rights.

The parties agree that the efficiency of any industrial enterprise requires clear management authority and freedom to make decisions. The responsibilities, powers and authority, which the Company had prior to the signing of this Agreement, are retained by the Company. Further, by way of example and not by way of limitation the Company retains the sole responsibility for the management of the Company and the control of its properties; the maintenance of order on its premises; the right to determine the number, location and relocation of its plants; the closing down of the plant or any part thereof; the right to alter, combine, transfer, assign or discontinue any job, department, operation, or service due to the lack of work or because such units have in the Company's judgment, become uneconomical or unnecessary; the right of movement of products and interchange between Company plants; the products to be manufactured; the right to contract work out or to purchase parts, component parts or assemblies, the right to determine its machinery and equipment requirements, methods, schedules of quantities and timing of production; and the amount of supervision necessary. It is further recognized by way of example and not by way of limitation that the Company has the sole responsibility for the selection, direction, size and make-up of the work force, including the right to hire, the right to discharge, suspend or otherwise discipline for just cause; the right to lay off, demote, assign, reassign or transfer employees; to eliminate or combine jobs; to set shift schedules and hours of work; to establish new jobs or operations; to establish and change job content requirements; to

establish or to change or discontinue incentive plans and standards of effort required thereunder or bonus type wage plans and standards for their implementation; to establish standards of inspection and of quality; to establish and enforce rules and regulations relating to production, efficiency, cleanliness, safety, and with respect to reasonable standards of conduct in or relating to this operation.

The exercise of such authority or responsibility shall not conflict or be inconsistent with the provisions of this Agreement.

Prior to the subcontracting of production work, the Company will notify and bargain with the Union.

When newly designed equipment or machinery is installed in the plant, the Union shall be notified.

ARTICLE III Hours of Work and Overtime

Section 1.

This Article is intended only to be construed as a basis for overtime and shall not be construed as a guarantee of work per day or per week.

Section 2.

Eight (8) hours of any 24-hour period shall constitute a normal day's work. Forty (40) hours shall constitute a normal week's work. Mondays through Fridays inclusive shall constitute a normal week's work except for any employee whose scheduled workweek is other than a normal week. If an un-worked Holiday falls on any of these inclusive days, it will be considered as worked in computing overtime for that workweek. In normal circumstances before shift and after shift overtime at one plant will not be offered to employees at the other plant. This does not apply to weekend overtime.

Section 3.

Work done in excess of eight (8) hours in a work day (as defined in Section 2), or in excess of forty (40) hours in any workweek, shall be considered as overtime and shall be paid for at the rate of time and one-half (1 1/2) except when there is an absence in the workweek which results in an attendance point being assessed against the employee. In that event, the employee will only be paid overtime for hours worked in excess of forty (40) in the workweek. If an employee works before the start of his scheduled shift, such hours will be paid at his overtime rate if the employee is unable to complete his scheduled shift because of reasons put forth by the Company.

Section 4.

An employee working a four (4) day ten (10) hour schedule, overtime work on Saturday or Sunday will be paid at double time (2x) the employee's regular rate of pay, except when there is an absence in the workweek which results in an attendance point being assessed against the employee. For an employee who works a five (5) day, eight (8) hour schedule, overtime on Sunday will be paid at the rate of double time (2x), if such hours worked are over forty (40) in that work week, except when there is an absence in the workweek which results in an attendance point being assessed against the employee.

Section 5.

All other employees shall be paid at the rate of time and one-half (1 1/2) for work performed on Saturday, and double time (2x) for work performed on Sundays, except when there is an absence in the workweek which results in an attendance point being assessed against the employee.

When operating on a two (2) shift basis:

1. Sunday will be considered the 24-hour calendar day.
2. Saturday will be considered the 24-hour calendar day.
3. A holiday will be considered the 24-hour calendar day recognized as the holiday.

When operating on a three (3) shift basis:

1. Sunday will be considered the 24-hour period from 11 p.m. Saturday until 11 p.m. Sunday.
2. Saturday will be considered the 24-hour period from 11 p.m. Friday until 11 p.m. Saturday.
3. A holiday will be considered the 24-hour period from 11 p.m. on the day preceding the holiday until 11 p.m. on the calendar holiday date.

Section 6.

Overtime shall not be pyramided. No employee will be required to take off to cancel overtime worked. No employee will be required to work a split shift.

Section 7.

On all shifts there shall be a rest period of ten (10) minutes between starting and lunchtime and another between lunchtime and quitting time; also, a ten (10) minute rest period at the end of a shift if two (2) or more hours of overtime are scheduled. There will also be a ten (10) minute rest period prior to a shift if two (2) or more hours of overtime are worked before that shift. On all shifts there shall be a rest period of ten (10) minutes for each two (2) hours worked regardless of the starting or quitting time, plus the normal lunch period.

Section 8.

In the absence of emergencies, (which includes work necessary to meet customer requirements), notice of daily overtime will be given before the end of the employee's prior shift and notice of weekend overtime will be given on the previous Wednesday.

The working of overtime may be required from time to time and the Management shall have the right to require employees to work overtime under the following conditions:

- (a) The Company will permit employees to be excused from overtime if there are other qualified employees in the classification available to work.
- (b) If no qualified employee desires the overtime work, the most junior qualified employee in the classification will be assigned.
- (c) The Company will maintain lists for each classification requiring qualifications, by shift, to be used when overtime is necessary. Qualified employees who are not working in the particular classification may place their name on these lists to be considered for overtime assignment. Such employees can only be subject to mandatory overtime if overtime needs cannot be fully met by employees in the classification.
- (d) Any employee excused under this section will be charged for the paid hours requested.
- (e) An employee will not be charged for hours worked outside his/her regular classification.
- (f) The above provisions will not apply where an entire shift, department, or plant is scheduled to work overtime.

Section 9.

All overtime will be equalized as far as possible among employees in a classification by shift for work within the classification, and overtime shall first be offered to the employee with the fewest number of overtime hours. A holiday overtime list will be kept separately. Daily, weekend, and holiday overtime lists will be maintained. Should an employee inadvertently be skipped when assigning the overtime, he / she will be placed at the top of the overtime equalization list for the next overtime assignment. If an employee is bypassed a second time in any thirty (30) days, then that employee will be paid for the second missed overtime opportunity.

- (a) The

- (b) Assemblers (excluding Active Preferred Job Holders), and Punch Press Operator jobs will be treated as separate individual classifications. The Company will attempt to assign overtime approximately equally to each shift. When necessary work requires more employees than are available in the classification, such overtime will be equalized among all employees on the shift involved who are qualified to perform the duties by going first to those in the department, then those elsewhere on the same shift. If additional personnel are needed for the overtime, the others will be assigned in accordance with Article IV, Section 5. An employee permanently added to a classification or shift will be charged with one (1) hour more than the maximum charge overtime in that group. An employee temporarily transferred to a classification or shift shall remain on his original overtime list.

Any employee who wants to work daily overtime must sign the Overtime List provided by the supervisor by 12:00 noon each day. The Company will post Friday, Saturday, and Sunday overtime the preceding Wednesday by 2:30 p.m. Employees who want to volunteer to work this overtime must sign the Overtime List provided by the supervisor by 12:00 noon on Thursday

The Company may schedule an entire department to work, however, for overtime on Fridays and Saturdays only, even when their whole department is scheduled to work, probationary employees shall be eligible for overtime only after all senior employees have been offered such overtime. At that point, the Company may offer overtime to probationary employees or require them to work overtime. If the Company elects not to “force” probationary employees to work an overtime assignment, the most junior qualified seniority employee in the classification will be assigned per overtime contract provisions.

- (c) CLEAN UP OVERTIME. The Company will rotate clean up overtime between the shifts. Clean up overtime will be recorded on a separate list. If an employee is absent on Wednesday (on a 10-hour day) for a justified reason and notifies his foreman in advance in writing, the employee may be asked to work overtime. Classified employees shall be included on the work list during vacation shutdown. Any name added to the clean up list will be placed in seniority order. Each week the employees will be checked off in descending order as to W - Assigned to work or R - Refused. The next weekend clean up will start with the name following the last entry of the previous week.

Straight time and overtime clean up will be done by plant wide seniority, unless classified employees are scheduled to work in their own classification.

- (d) When employees are working on a three-shift basis, filling in for another, Article XVII, Section 1(b)1, employees will be accomplished by dividing the eight (8) hours of overtime between personnel of the same job classification from the two (2) remaining shifts. If employees of the same classification are unavailable, the Company will select the best qualified of other personnel available to perform the job. A temporary assignment may be made while awaiting the arrival of the appropriate personnel.

When working on a two-shift basis, the employee from the other shift same department will be given the opportunity to work the entire eight (8) hours overtime. If the employee cannot work the entire eight (8) hours overtime, similar classified personnel will be utilized. If personnel of the same classification are not available, other qualified personnel may be assigned. A temporary assignment may be made while awaiting the arrival of the appropriate personnel to work the overtime.

- (e) Overtime shall be accredited in accordance with the formula in Section 9(e) to an employee according to the following:
1. If the employee is in the plant on Wednesday (on 10-hour schedule) and is scheduled to work, he is credited accordingly.
 2. If scheduled to work but for any reason fails to work, he is charged with the hours scheduled.
 3. If absent and therefore unavailable to be scheduled when it is his turn to work, he will be charged accordingly, unless a Union officer is off work on Union business.
 4. If asked and accepts overtime, he is charged for the hours involved.
 5. If asked after Thursday and refuses, no time will be charged. If on a 4x10 work schedule, if asked after Wednesday and refuses, no time will be charged.
 6. Employees added to any department or classification for any reason will be charged with one (1) hour more than the maximum charged overtime in that group.
 7. For all call-ins no charge will be made for rejection. Hours accepted and worked will be charged. Call-ins will be made by low overtime hours.
 8. Employees returning from a formal written leave of absence will be charged with one (1) hour more than the maximum charged overtime in that group.
 9. If an employee is on temporary transfer, he retains his overtime rights in his permanent department.
 10. If an employee has been referred to the Company doctor at a time when the supervisor solicits for employees to work overtime, and the employee referred to the Company doctor is otherwise capable of performing such overtime upon returning from the office of the Company doctor, the employee will be offered the overtime. If an employee were at the Company doctor when the Supervisor asks for overtime, but otherwise would be capable of such overtime, he/she will not be charged for the overtime.
 11. Because active preferred job holders are eligible for overtime on their preferred job, they are not eligible for assembler overtime until other assemblers have been offered the overtime. An active preferred jobholder is anyone who has worked in his or her preferred job within one week (seven days) from the date of the proposed overtime. "Non-active" preferred jobholders would be available for overtime through the normal overtime equalization process.
- (e) The employee will be charged with the hours actually worked. The Company will post up-to-date overtime charts at the end of shift, on bulletin boards.

All charts will be marked the same way. The Company will keep up-to-date overtime charts that are agreeable to the Local Union. The regular daily overtime and weekend and holiday charts will be reviewed by each Wednesday. Any disagreement on the content of the charts will be noted in writing; any misunderstanding on these charts will be subject to the Grievance Procedure. The Company will also post a notice on the bulletin board in each department of weekend overtime, no later than 2:30 p.m. on Thursday, the names of the employees who are assigned to work.

- (f) Once an employee declines overtime work for a specific date, he will not be permitted to change his mind, unless all others in the group have been asked and the Company has found it necessary to force some to work.

Once an employee has accepted overtime assignment, he shall not be asked for subsequently identified overtime that is to run concurrently.

- (g) Employees will be excused from working overtime to attend regularly scheduled Union meetings, not to exceed one (1) such meeting per month.
- (h) Employees in trainee positions outside their home departments will be placed on the overtime list of that department. They will be eligible for overtime for training purposes, as well as any overtime opportunities for which they are qualified after the regular employees on the list have been asked. While they are training in another department, they will not be eligible for overtime in their home department. Upon return to their home department, their overtime hours will be set at one hour more than the highest overtime hours on the list.

Section 10.

There will be a shift premium of thirty-five cents (\$.35) per hour for the second shift, and a premium of fifteen cents (\$.15) per hour for the third shift. This premium does not apply to employees who work overtime hours after the closing time of their regular shift.

Section 11.

When working on a 4 day, 10 hour workweek schedule, first shift hours shall be between 4:00 a.m. and 6:30 p.m. Hours of work for second shift: 5:00 p.m. – 3:30 a.m. The shift hours for employees working on a one (1) shift basis will be from 6:00 a.m. until 2:30 p.m. and if a 2nd shift is scheduled the normal hours will be 3:00 p.m. to 11:30 p.m. When all or part of the plant operates on a three (3) shift basis, the shift hours will be 6:00 a.m. to 2:00 p.m., 2:00 p.m. to 10:00 p.m., and 10:00 p.m. to 6:00 a.m.

If any problems develop concerning lunch periods, the Company and the Union shall meet and negotiate about the problem.

On jobs operating on a three-shift basis, a thirty-minute break for lunch shall be provided and paid for. If less than three shifts are scheduled, there will be a thirty-minute lunch period without pay.

Certain jobs may be regularly scheduled for hours other than those specified above due to factors, which limit adequate performance of the duties to other hours during the workday.

Shift premium, outlined in Section 10, will apply to an employee's entire shift. An irregular hour employee starting his scheduled shift at or after the midpoint of a normal shift will be paid the shift premium if applicable, of the latter shift for the entire eight (8) hours. Employees starting their shift during the first four (4) hours of either the 2nd or 3rd shift will be paid the particular shift premium applicable to that shift but not less than the shift premium of his regular shift.

All employees are expected to be at their work- stations when the starting signal sounds and are to remain at their workstations until five (5) minutes before the final signal sounds. These five (5) minutes will be used in filling in time cards and tallies for the day's production.

If an employee is less than two (2) hours late for work, he will go to his regular job assignment, if that job is operating. If an employee is more than two (2) hours late, but no more than four (4) hours late, he will be permitted to work, but may be assigned to any available job. If an employee is more than four (4) hours late, he may be assigned to any available job or sent home.

Section 12.

When an employee is injured or suffers from occupational illness during his work shift and is treated in the Plant First Aid Room, or is sent to a doctor's office or a hospital and is able to return to work, he shall be paid for the time spent receiving treatment of first aid at his hourly rate, or in the case of an

incentive employee, his base rate plus 10%. If the employee is unable to return to work, he shall be paid for the balance of the shift at his base rate plus 10% provided the employee obtains and presents to his Foreman a statement from the doctor or hospital that he should not return to work that day. Upon return to work, visits to the doctor or hospital shall be on employee's own time unless during work hours. He will be compensated for actual time away from work.

When an employee suffers an injury on the job and is unable to convey himself for emergency treatment, the Company shall provide transportation to and from the place of emergency treatment. If it is necessary that commercial conveyance be used to return, the Company shall pay or reimburse the employee for the charges.

If an employee provides his own transportation, the Company will reimburse him at the Internal Revenue Service Rate.

Section 13.

Whenever an employee reports for work at the regular time, he will be given a minimum of four (4) hours work or equivalent pay at base rate or earned incentive rate during that period for four (4) hours, at straight time or premium rate applicable on such day, unless he has been given at least two (2) hours notice at his telephone number on record and the Company that he will not be required. When the Company finds that it cannot reach some of the employees whose shift or job has been canceled, a Union representative, if on the premises, will be asked to verify the Company's inability to notify them.

In the event an employee is more than thirty (30) minutes late and is permitted to clock in, he will be entitled to "report in" pay only to the extent he would have been available for work in the first four (4) hours of his shift, should a "Report In" pay situation develop.

The Company shall not be liable under this provision in the event of an Act of God or other emergency situation beyond the control of the company. "Plant closings due to weather will be announced on WHAS Radio and WAVE TV". Such announcements must be sent to the station and broadcasted before 4:30 am.

Section 14.

When an employee, upon completing his shift, is again requested to come out after he leaves the plant, the Company shall pay that employee at least three (3) hours pay for work performed up to two (2) hours. Worked performed in excess of two (2) hours shall be paid at the rate of time and one-half (1 1/2) or other applicable premium; unless the starting time of such call-in work is less than two (2) hours prior to the regular shift starting time, in which case he shall be paid at the rate of time and one-half (1 1/2) or other applicable premium for the time up to the regular shift starting time only. In lieu of calling in an employee after the completion of his shift, the Company may assign any capable employee present in the plant to perform a given task requiring two (2) hour or less to complete.

Section 15.

When working a 4 day, 10 hour workweek schedule the following will apply:

1. No employee to be forced to work over 12 hours a day in a 24-hour period. Except for emergency (major breakdown, production make-up due to major breakdown, or act of nature).
2. Work year round
3. All holidays at a 10-hour pay (holidays, vacations, bereavement, jury duty, etc.) 11 holidays at 10 hours pay. On 4 x 10 work schedule, delete Derby Eve and Friday after Thanksgiving.
4. Fridays at one and one-half (1 1/2) times the hourly rate, Saturday and Sunday paid double time (2x), except when there is an absence in the workweek which results in an attendance point being assessed against the employee. In that event, the employee will only be paid overtime for hours worked in excess of forty (40) in the workweek. Hours worked over 10 hours per day will

- be paid one and one-half (1 ½) times the hourly rate, except when there is an absence in the workweek which results in an attendance point being assessed against the employee.
5. If the Company decides to go back to 8 hours, all employees will be paid 10 hours for their Birthday holiday through 12 months from the anniversary of the 4 x 10 implementation.
 6. Vacation will be computed on a calendar bases.
 7. During vacation or any shutdowns, the Company may change the 4-day, 10-hour work schedule to a 5-day, 8-hour work schedule.
 8. First shift hours shall be between 4:00 a.m. and 6:30 p.m. Hours of work for second shift: 5:00 p.m. – 3:30 a.m. Normal starting times for first shift shall be between 5:00 a.m. and 7:00 a.m. when on a ten (10) hour four (4) day schedule. Employees will be given a thirty (30) minute unpaid lunch period during their sixth (6th) and seventh (7th) hours of work. Employees will also be given three (3) paid ten (10) minute breaks during their shift. The first break will occur during an employee's third (3rd) hour of work. The second break will occur during an employee's fifth (5th) hour of work. The afternoon break will occur during an employee's ninth (9th) hour of work. Once an employee's normal shift has been set, such shift will not change until the affected employee(s) has been given at least two (2) weeks prior notice. Employee schedules, once set, will not be changed more than three (3) times during each contract year, absent agreement with the union. If temporary shift changes are needed the employees will be given as much notice as possible under the circumstances of such change. The Company may create a "Relief Operator" position to facilitate the tag relief system that may be implemented to facilitate the Company's desire to achieve continuous operations. The position of Relief Operator and its rate of pay will be handled in accordance with the provisions of Article XXI, Section 1 of this Agreement. When employees are relieved from work for their breaks, such relief will be made so that employees in the most physically demanding positions will be relieved as close to the middle of the break cycle as is reasonable and consistent with the operational needs of the Company.
 9. During May 1 – September 30, heat break of 5 minutes extra be added to last break if the outside temperature is above 90 degrees. On the second shift, this would be added to the first break (7:00 p.m.)
 10. Notice of 2 weeks prior to implementation.
 11. Notice of 2 weeks if coming off 4 x 10 schedule.

ARTICLE IV

Seniority

Section 1.

Seniority shall be computed from the date of the employee's most recent employment at this plant. Employees starting to work on the same day will be assigned seniority dates (clock numbers) lower than any employee starting work on a subsequent date, but without specific basis for seniority assignment within the starting day period.

Section 2.

New employees shall be considered probationary employees until they have completed 120 calendar days of employment (which period shall be extended for any calendar weeks in which the employee does not perform any work) following their first day of work for this Company. During this probationary period, a new employee may be discharged with or without cause. At the end of this probationary period such employee(s) will be entered on the seniority list(s) as of the employee's starting date.

Section 3.

Seniority and all employment rights will be broken by:

- (a) Voluntary quitting.
- (b) Discharge for cause.
- (c) Failing to report for work for four (4) consecutive workdays, without notice to Company by close of employee's shift on that fourth day, unless it is physically impossible to report, will be considered a quit.
- (d) Failure to report for four (4) working days after notice of recall following a layoff unless such failure is for justifiable reasons.
- (e) By not having been called to work from a layoff for a period of two (2) years.
- (f) Failure to report for work upon termination of any leave of absence, except as provided in the leave of absence clause.

Section 4.

- (a) Temporary layoffs will be made by job classification and seniority in the department for the shift involved and the ability to satisfactorily perform the work. Such layoff shall not exceed five (5) consecutive working days (and not more than ten [10] working days within a calendar month) without reconsideration of the laid off employee for transfer under Layoff Article, Section 2. When the temporary layoff ends, employees will be returned to their previous job. If a temporary layoff lasts into the following work day, laid off qualified employees shall have the right to replace probationary employees for the duration of the layoff.
- (b) Voluntary Layoff Procedure. Any employee who wants to be offered a VLO during that day must sign and appropriate list provided by the supervisor before that start of his shift. An employee who is not at work at the start of his shift must sign the list upon arrival, (employee's later than thirty minutes after the start of the shift shall not be eligible for VLO.) Employees who do not sign the VLO list will not be considered for the VLO for that day. At the time of the layoff, management will offer the layoff to the most senior employee on the list, in accordance with their classification. This language does not change the way preferred job layoffs are handled, Article IV, Section 4(d). A preferred job will still be treated as its own classification. If your preferred job is running, you must run your job.
- (c) The employee on classified jobs should be treated as set forth in IV (a) & (b) above except that the limitation of the assigned department shall not be applicable.
- (d) If a temporary layoff occurs in a preferred job, prior to a lunch break, the preferred jobholder may be laid off unless he/she desires to work and an Assembler desires to be laid off.

Section 5.

- (a) In the event a temporary transfer is required to a classified job, the Company will first offer the job (at that rate of pay) to employees with return rights. If that does not fill the job, then it will be offered to those employees by seniority with qualifications and then offered to those employees holding the back-up position. In all situations the job will be paid at the appropriate Contract rate of pay (Appendix A). If the job is still not filled and an employee must be assigned to the job, that employee shall be paid at the rate for the job or his average hourly earnings (AHE), whichever is greater.
- (b) Temporary transfers made for the convenience of the Company to a job of equal or lower base pay, will be offered to the most senior employee in the department from which the transfer is to be made. If declined, the offer will then be made to the others in the department on a seniority basis. If no one wants to be transferred, the transfer(s) will be made on a mandatory basis, starting with the least senior employee in the department. In no event will an employee temporarily transferred for the convenience of the Company, receive less than his average hourly wage of the previous pay period for work while temporarily assigned.

Temporary transfers to classified jobs for the convenience of the Company will be paid no less than his/her average hourly wage of the previous pay period for work while temporarily assigned. Temporary transfers to incentive jobs will be paid the appropriate rate for the job that he/she is temporarily assigned to. An employee so transferred may not be assigned to a shift other than the shift he has regularly been working, unless he agrees to such assignment.

- (c) Temporary transfers, agreed upon by the employee, which are made in lieu of a temporary layoff but which do not qualify under (a) and (b) above, will be paid for at base rate. ("Make do" work).
- (d) Temporary transfers and average hourly earnings do not apply to job assignments for Punch Press Operators and Assemblers within a department.
- (e) Temporary transfers shall not be used to circumvent ARTICLE XVIII, Section 4. The Company shall not abuse this section or use this section to avoid temporary or permanent job postings.
- (f) Temporary transfers will be offered to the Employees in non-classified jobs in a department from which the temporary transfer is to be made before it is offered department-wide by seniority. For example, it would be offered to non-classified employees in Dept. 19 before it would be offered to classified employees in Department 19.

Section 6.

Employees who by previous satisfactory performance at Conco establish qualifications for jobs other than those to which they are regularly assigned, may have such qualifications entered on their personnel records. This will be done insofar as feasible by the Company and may be submitted by the employee. Such records shall be made available to the employee upon request.

Section 7.

An employee who was or is transferred from work now covered by the bargaining unit to supervisory or other work outside the bargaining unit shall not continue to accumulate seniority and if returned to the bargaining unit, shall be placed on a job vacancy consistent with his seniority when he left the bargaining unit. If no vacancy exists, he shall replace the employee with the least seniority provided he has more seniority, but not a classified job.

After such employee is out of the bargaining unit for one year or more, that employee shall have no return rights to the bargaining unit. Any current employee who transferred out of the bargaining unit prior to September 1, 1989, shall be permitted to return to the bargaining unit through September 1, 1990, or lose those return rights.

Section 8.

The Company shall be responsible for all seniority records. An up-to-date seniority list shall be posted on all bulletin boards monthly. The Union shall receive a copy of an up-to-date seniority list monthly.

Section 9.

The Company shall notify the Union of all hires, transfers, quits, discharges, layoffs and leaves of absence and when an employee completes the probationary program.

ARTICLE V Layoff & Recall

Section 1.

When a reduction in the working force is necessary in order to maintain the standard workweek, probationary employees shall be laid off immediately. If further reductions are necessary in order to maintain the standard workweek, employees shall be laid off in accordance with their plant-wide seniority. The least senior employee in the plant shall be laid off first, etc.

Section 2.

Layoffs and the bumping resulting from layoffs and job elimination's will be handled on a plant wide seniority basis except for the following classifications in which full qualifications and the ability to do the job will be considered: Electrical and Mechanical Maintenance jobs, Utility, Paint Attendant, Set-up Person, Quality Assurance, Quality Assurance Receiving Inspector, QA Calibration, Machinist, Forklift Operator, Welder Fabricator, Working Utility Reuse and Refurb, and Tool Crib Inventory Control Clerk/Janitor/Forklift Operator, as well as other new or revised jobs requiring similar degrees of previous training or education to satisfactorily perform the duties of the job.

Employees being laid off from a classification or a department may bump into any classified job only if they are qualified. When non-qualified employees are being laid off from the plant, they may bump into a classification without being qualified except for the protected classifications of: electrical and mechanical maintenance job, utility, set-up person, QA inspector, QA receiving inspector, QA calibration, machinist, tool crib inventory control clerk/janitor/forklift operator, Bonderite, forklift operator, welder fabricator, working utility reuse and working utility Refurb. They can bump into these classifications only if they are fully and currently qualified. Qualified means: being immediately able to perform all aspects of the job without additional training.

The employee does not have to take a lower rated job at plant II or other new plants, but may take a layoff instead. If the employee takes a layoff when lower rated vacancies are available to him, he will not later be called when such lower rated vacancy occurs unless the employee has given the Company irrevocable notice by certified mail that he wishes to be recalled for lower rated vacancies.

The junior employee in the classification and shift into which a senior employee is bumping shall be displaced.

The Company will attempt to regulate its business so as to provide steady employment and avoid layoffs. However, if business conditions are such that a reduction in the work force is unavoidable, employees who are to be laid off will be given as much notice as is reasonably possible under the circumstances.

Section 3.

When an employee leaves a particular classification and is transferred or laid off, except when requested by the employee, he retains the right to return to fill a future opening in that classification without use of the bidding procedure, subject to the following:

- (a) Employees qualified for any classifications listed in Section 2 above will be recalled from layoff by seniority for vacancies within those classifications.
- (b) He may retain these rights to only one classification, the permanent one from which originally removed due to lack of work, or subsequent displacement.
- (c) The right to return will be forfeited if he is offered a chance to return and refuses if the opening is for twenty (20) workdays or more.
- (d) The right to return will be forfeited if he bids on another job and is assigned thereto, before a return is available.
- (e) The return right of an employee, transferred or laid off under this Article, to return to a vacancy, transcends any other request for transfer, bumping, etc.
- (f) The return rights of an employee are not effective while the employee is laid off outside the plant. The laid off employee's return rights will be reinstated upon return to active work status and can be exercised for future openings.

Section 4.

All employees in classified jobs in a layoff will have the right of recall to a non-classified job based upon their seniority rights. An employee accepting recall to a non-classified job retains his return right to the job classification from which he was laid off.

Employees will not have return rights to any classifications not listed in Section 2 above.

Section 5 - Temporary Assignments.

From time to time, the Company may deem it necessary to recall employees from layoff to fill temporary openings or needs. In such cases, the Company will first post such temporary opening or temporary job for bid. The temporary assignment will be given to the more senior non-classified employee from any department who bids for the assignment. The employee temporarily recalled will fill in for the employee awarded the temporary assignment. Such temporary assignment may not exceed twenty (20) working days. An employee on such temporary assignment may not bid on another temporary job posting until his current assignment is completed.

Section 6.

Because the Unit President and Unit Recording Secretary are involved in grievance handling, in case of layoff or recall the Unit President and Unit Recording Secretary, shall be given top seniority within their qualifications within their plant.

Section 7.

Except as indicated in Section 2, this Article, employees shall be recalled to work in accordance with their plant-wide seniority. No new employee shall be hired while regular employees are on layoff, providing they can qualify and desire to return to work.

Section 8.

When an employee is recalled to work for a period of less than twenty (20) days, employees will be recalled in order of seniority but may have the option not to work. In the event the number of employees required do not desire to return, the necessary number required would be forced to work starting with the least senior qualified employee.

An employee recalled from layoff to fill a temporary non-classified opening or temporary non-classified need shall not work more than twenty (20) working days due to a specific opening or need. He may remain in the plant in other temporary assignments.

In preparation of temporary recalls, the Company will permit employees to move per transfer requests on record as of September 14, 1989. Such moves will be made the week of September 18, 1989.

Section 9.

In order to provide a basis upon which to relate Incentive to Non Incentive job levels for bumping purposes in a layoff or work force reduction, Incentive jobs will be considered at their base rate plus 25%.

Section 10.

In a layoff bumping Punch Press Operators and Assemblers will be considered as a lateral movement.

Section 11.

When the combining of two or more jobs is necessary, the most senior employee involved will be given an opportunity to fill the job resulting from the combination providing the employee can perform the job after a fair and reasonable trial period.

ARTICLE VI

Grievance Procedure - Arbitration

Section 1:

A grievance is a complaint, dispute, or controversy in which it is claimed that the Company has failed to comply with an obligation assumed by it under the terms of this Agreement, and which involves either (1) a disagreement as to the facts involved; (2) a question concerning the meaning, interpretation scope, or application of this Agreement; or (3) both.

Section 2:

It is agreed that there shall be a grievance committee of the union at the Plant whose duty it shall be to make an earnest effort to settle any grievances or differences that might arise between the Company and the employees as to working conditions, discharges, seniority rights, layoffs, and re-call. The company agrees to meet with such committee to resolve grievances.

Section 3:

It is agreed that unless such meetings would interrupt operations of the plant's production or otherwise interfere with working schedules, all grievances shall be taken up during the working hours.

Section 4:

Either party may request an extension of the time limits in the grievance procedure. However, such extensions must be mutually agreed to in writing.

Section 5:

If the Company does not answer the grievance within the specified time limits at any step, the Union shall have the right to refer the grievance to the next step.

Section 6:

In discharge cases only, the grievance may be initiated at Step 3 of the grievance procedure within seven (7) calendar days of the discharge.

Section 7:

It is understood that any employee who feels that he / she has a just grievance shall process it in the following manner:

Step 1: The employee and / or Union Representative shall refer to the matter to the employee's immediate supervisor within seven (7) calendar days of the occurrence of the grievance. Failing satisfactory settlement of the grievance, the employee shall present the grievance in writing to his immediate supervisor within five (5) calendar days of the initial referral.

Step 2: The Manufacturing Unit or Plant Manager and / or his representative shall hold a meeting and give an answer within ten (10) calendar days of the submission in writing. If the decision of the Manufacturing Unit or Plant Manager and / or his representative is not satisfactory to the grievance committee, the committee may within seven (7) calendar days present the grievance in writing to Step 3 or the grievance will be considered dropped.

Step 3: If the written grievance, as submitted in Step 2, has not been satisfactorily settled, the Union shall have the right to refer the grievance to an International Representative of the Union and / or their representative who shall arrange a meeting with the Plant Human Resources Manager and / or his representative to occur within thirty (30) calendar days of the receipt of the Step 2 answer. The

Plant Human Resources Manager and / or his representative shall give an answer in writing within fourteen (14) calendar days after the meeting. If the Company does not answer in writing the grievance within the fourteen (14) day period, the grievance shall be considered settled in favor of the Union on a non-precedent setting basis. The above sentence does not apply in cases of discipline or discharge.

Step 4: If the written grievance has not been satisfactorily settled in Step 3, the grievance may be appealed to arbitration within thirty (30) calendar days of the receipt of the Step 3 answer or it will be considered dropped. Grievance appealed to arbitration shall be processed as follows:

- (A) The Company and the Union shall mutually agree upon the impartial arbitrator. If they are unable to agree upon an impartial arbitrator within ten (10) calendar days after such arbitration has been requested, the Director of the Federal Mediation and Conciliation Service shall be requested to submit to both parties a panel of arbitrators. An arbitrator from this panel shall be accepted by agreement of both parties, or by striking names alternately until only one (1) name remains. Such appointments shall be final and must be accepted by both parties.
- (B) The fee and all expenses of the arbitrator shall be borne equally by the company and the Union, provided, however, that the fees and expenses of witnesses, the cost of documentary evidence and matters of that nature shall in all cases be borne by the parties procuring the same.
- (C) If it is determined at arbitration that an employee has been discharged or suspended unjustly, he may be compensated for loss of seniority and earnings at the discretion of the arbitrator.
- (D) The arbitrator's awards and opinions shall only involve the interpretation or application of this Agreement and shall be final and binding on both parties.

Section 8:

Duties of the Arbitrator are to hear and render decisions on disputes within his jurisdiction certified to him in accordance with the terms of this Agreement. The arbitrator shall regard the provisions of this Agreement as the sole and complete manual understanding governing the relationship of the Parties. The arbitrator's function is to interpret and apply the specific provisions of the Agreement and to decide cases of violation or noncompliance with those provisions.

ARTICLE VII No Strike - No Lockout

Section 1.

- (a) The Union agrees that it will not encourage, sanction or approve any strike, stoppage, slowdown or other interruption of work growing out of any dispute, which is subject to the grievance procedure under the terms of this Agreement. On the contrary, the Union shall actively discourage and endeavor to prevent or terminate any strike, stoppage, slowdown or other interruption of working growing out of any dispute, which is subject to grievance procedure. Also, upon written notice to the International Union from the Union or the Company, the International Union will immediately notify the Union by telegram (a copy of which will be sent to the Company), that the strike, stoppage, slowdown or other interruption of work is unauthorized and that the employees involved should immediately cease the violation. The Company agrees that neither it nor its representatives will put into effect any lockout during the term of this Agreement. In the event there is any unauthorized strike, stoppage of work, slowdown or other interruption of work during the term of this Agreement, neither party shall negotiate upon the merits of the dispute until such time as the illegal action is terminated.

- (b) The Company agrees that in consideration of the carrying out of the responsibilities placed upon the Union and the International Union in Paragraph (a) of this Section, the Company will institute no action for monetary damages against the International Union or the Union, their officers, agents, or members, which damage resulted from breach of Paragraph (a).
- (c) Any employee participating in such activities in violation of this Article shall be subject to discipline or discharge, and grievances in connection with the imposition of such penalties shall be limited to the question of participation of such activities.

ARTICLE VIII Safety and Health

Section 1 - Safety and Health.

- (a) The Company shall make adequate provisions for the safety and health of its employees during the hours of their employment and shall furnish competent medical services and supply adequate facilities for the proper first aid treatment of cases resulting from injury or physical impairments of afflictions obtained while in the plant.

Employees must immediately report all work related injuries, accidents and illnesses to First Aid in order to facilitate proper treatment, and accurate recordkeeping, as well as and to help avoid problems concerning whether or not a case is work related. Unless an illness or injury is clearly work-related, the employee will be referred to their personal physician.

- (b) Protective Equipment:

1. Equipment for the personal protection of individuals required by the company, such as goggles, face shields, respirators, gloves, aprons, etc. will be furnished by the Company. It will be necessary to return used articles to secure replacement.
2. Welding helmets, welder aprons, welder sleeve protectors and welding gloves will be furnished to protect arc welders and cutting torch operators. Worn-out equipment must be turned in before new equipment will be issued.
3. Employees to whom equipment is furnished will be held responsible for the same; and if lost, must be paid for by the employee to whom it was issued.
4. Upon termination of employment, all equipment furnished by the Company must be returned by the employee or paid for before final paycheck is issued to him.
5. Foot protection is required for all who work in the plant. The Company will reimburse the employee, upon proof of purchase, the purchase price for up to two (2) pairs of safety shoes/boots per year (a year is defined as September 1 through August 31) at least ninety (90) days apart, not to exceed \$185.00 total. The Company will also provide a shoe voucher. Slip-on protectors (toe caps) are not acceptable. The Company will also provide a "vendor voucher" for the purchase of safety glasses from vendors to be approved for the safety glass purchases.
6. All employees must wear eye protection at all times in the plant.
7. Safety glasses ground for clear vision will be issued to all employees and must be returned or paid for before issuance of a final paycheck. Prescription glasses must have safety lenses. When new prescription safety glasses are obtained or regular lenses hardened, the Company shall reimburse the employee upon proof of purchase, the incurred expense of one (1) pair a year at \$150.00 per year (a year is defined as September 1 through August 31).

The procedure described above will be in effect only until the Company has set up a designated dispenser of prescription safety glasses. Thereafter, all employees will get their prescription safety glasses through the designated dispenser only and will receive one (1) pair per year (a year is defined as September 1 through August 31) unless repair or replacement is necessary due to damage on the job.

- (c) The Company shall repair and maintain every place of employment as to render it safe. The term "safe" or "safety" as applied to any employment or places of employment shall include conditions and methods of sanitation and hygiene necessary for the protection of the life, health and safety of employees. Employees are expected to observe all safety and health rules.
- (d) A safety committee shall be appointed consisting of two (2) employees representing the Company, and two (2) employees representing the Union, to facilitate the promotion of safe working practices and the elimination of unsanitary or unhealthful working conditions within the plant.
- (e) The Safety Committee shall meet once per month or more often if mutually agreed upon for the purpose of discussing safety problems and will tour the plants monthly to verify that adopted safety recommendations have been complied with. The Company shall pay Union members of the Safety Committee their base rate as a result of any lost time incurred pursuant to this Article. Incentive employees shall be paid at 125% of their base rate.
- (f) Accident records shall be kept and maintained by the Company and shall be made available on request to the Safety Committee and Union Executive Board.
- (g) The Company agrees to inform the Safety Committee of the names and natures of substances used in the plant, exposure to which may be unhealthful or dangerous, and reveal the names and natures of any substances or compounds used in the plant. The information shall be forwarded to the Union and shall be posted on all bulletin boards. The Union and Safety Committee shall be given copies of this information.
- (h) The Safety Committee may seek the advice, opinion and suggestions of experts, authorities and the United Steelworkers International Representatives on safety and workmen's compensations, and they shall be permitted to make such examination, investigations, and recommendations as shall be reasonably connected with the purpose of that Committee.
- (i) No employee shall be required to work on any job in the plant with which he is unfamiliar until he shall have received adequate safety training instructions in the performance of the operation.
- (j) A medical doctor's release, prior to an employee's return to work, may be required by the Personnel Department or the employee's Supervisor where they have reasonable grounds to believe that such a release would protect the employee's health or where they have serious doubts as to the reasons advanced by the employee or the employee's failure to report for work.
- (k) The Safety Committee will review and analyze all reports of serious industrial injury or illness, investigate causes of same, and recommend rules and procedures for the prevention of accidents and diseases and for the promotion of the health and safety of the employees.
- (l) Any grievance arising under this Article will be subject to the provisions of Article V.
- (m) The Company agrees that it will continue to comply with all Federal Health and Safety Regulations and any State Safety Regulations or Safety Codes.
- (n) The Company shall furnish the Local Union President with photocopies of all reports and recommendations from State and Federal governmental personnel, or other specialists, which pertain to the health and safety of an employee or employees.
- (o) The Union agrees to participate on the joint Labor-Management Safety Committee and will endeavor to have its members observe all safety rules and safety codes and safe work practices, and use all protective equipment and safeguards provided.

- (p) The Company agrees to correct an unsafe operation before an employee is required to perform the operation. The word "unsafe", as used above, will refer to any mechanical or electrical function of an operation which has deteriorated from the accepted past norm for the operation.
- (q) Employees may rent uniforms and on written request have their rental costs deducted weekly from their paychecks.
- (r) Incentive employees, who cannot perform a regular job and thereby earn regular pay, will be paid base rate.
- (s) It is understood that if performance of a specific job causes or aggravates a medical condition, job reassignment may be necessary. Professional medical opinions will be given full consideration.
- (t) Employees with medical restrictions shall be permitted to work overtime assignments, if such overtime assignment is fully within their restrictions.
- (u) The Company will hold monthly departmental safety meetings.

ARTICLE IX

Leave of Absence

Section 1 - Sick Leave.

A leave of absence without pay shall be granted to employees who have established seniority who because of physical disability due to a non-occupational illness or injury are temporarily unable to work. This disability must be supported by a statement from an medical doctor and the leave shall cover only the period of illness specified. In unusual cases, the Company may require a supporting statement from a specialist in the problem area. The employee may request an extension of such leave by contacting Personnel within three (3) days after the expiration date and submitting evidence of the need for more time off.

Medical leaves of absence shall not exceed beyond one (1) year. Any employee whose medical leave of absence extends beyond one (1) year shall have that portion of his/her leave greater than one (1) year treated as a layoff. Such employee may return to work upon full medical release given sufficient seniority. Should this result in excess personnel; a junior employee may be laid off.

Any employee who has been absent under this section for one (1) week or more and who receives a doctor's notice to return to work must immediately notify the Company when the employee receives such notice. The company needs as much notice as possible to properly schedule employees back to work after an extended absence.

Section 2 - Personal Leave.

For good and sufficient reasons, and at the sole discretion of the Company, a leave of absence without pay, not to exceed thirteen (13) consecutive weeks may be granted employees who have established seniority. No leave will be granted to secure or accept employment elsewhere. Employees granted such leaves shall notify the Company at least one (1) week in advance of their expected return.

Section 3.

Seniority will continue to accumulate for any employee who is elected or selected as an officer, representative, or employee of the United Steelworkers International Union, which assignment will take him from his employment with the Company for temporary periods of time. A timely written request from the International Union to permit a replacement to be hired will be required. Such leave shall be granted on a one (1) year basis, renewable upon request. Such employee shall be returned, in line with his seniority, to the job held at the time such leave was granted, or shall receive the job to which his seniority rules effective at that time.

Section 4.

Leaves of absence shall be granted to not more than five (5) employees at any one time to permit them to attend Union conventions and similar functions, provided the Union gives the Company reasonable advance written notice.

Upon reasonable notification by the Local Union President or his designated representative, the Company will allow Local Union Officials to be excused from work in order to conduct Local Union business.

Section 5.

When an employee returns from a sick leave or accident leave of absence without an unqualified release from the doctor and, therefore, is limited in the type of work he can perform, the Company will have the option of:

- (1) Not permitting the employee to return to work until an unqualified release is obtained from the doctor, and then returning to the job from which he obtained that leave, if such job still exists.
- (2) Being placed upon a job suited to his physical limitation, without displacing an existing employee at any time and remaining on that job until he obtains an unqualified release from the doctor, at which time he may return to the job from which he obtained that leave, if it is still in existence.

Section 6.

Obtaining a leave of absence by misrepresentation of the reason for the leave shall be cause for termination of employment.

Section 7.

Any employee covered by this Agreement who leaves the employment of the Company to enter the Armed Forces, either by enlistment or draft under the Selective Service and Training Act or any other similar Federal Legislation, which may be passed, shall be granted a leave covering such absence. The Company will comply with all applicable laws relating to the reinstatement of such employees.

Employees who are members of the National Guard or Reserve Components of the U.S. Armed Forces shall be granted an automatic leave of absence to participate in scheduled annual training periods as outlined under Federal and State Laws. Such leave shall not be counted as days of absence from employment in determining entitlement to vacation pay, holiday pay or any other benefit under the provisions of this Contract. An employee going on active duty will receive holiday pay for any holidays falling within a seven-day period from his last day of work.

Employees, who are members of a United States Army, Navy, Air Force or Marine Reserve unit, or the National Guard, will be paid for time spent in active annual training duty not to exceed two (2) weeks each calendar year. The pay will be the number of hours absent from work up to a maximum of forty (40) hours per week, multiplied by the employee's base hourly rate, less the amount received from the military service for the same period of time. Such items as: subsistence, rental and travel allowances shall not be included in determining pay received from the Government.

Section 8.

Employees drawing Worker's Compensation shall accumulate seniority during the period covered by compensation payments, or any additional period for which they arrange a leave within 30-days after their final compensation payment.

Any employee off work continuously due to accident or illness for a period of four (4) years or more shall lose all seniority and be terminated.

Section 9 - Jury Duty.

The Company shall pay the difference in what the Court pays the employee, regardless of shifts.

When an employee is called for service as a Petit (Trial) Juror, or receives a subpoena to appear before any Court, Federal or State agency, in a matter in which the employee is not a party, such employee will be paid by the Company for each day for ten (10) hours while on a 10-hour schedule. Jury Duty pay for employees on incentive jobs will be based on 110% of base. Pay for employees on incentive jobs when subpoenaed to appear in court will be at base rate. An employee will be paid only one day in a 12-month period for a court appearance as a result of a subpoena. This restriction does not apply to Jury Duty. Employees must provide proof of such service and fee received upon Company request.

ARTICLE X Bereavement Pay

Section 1.

In the event of the death in an employee's immediate family of any of the following relatives:

1. Spouse
2. Child
3. Father and stepfather
4. Mother and stepmother
5. Fathers-in-law and Mother-in-law
6. Brother and sister
7. Grandparents
8. Stepchild
9. Grandchild

The employee shall be entitled to be absent from work for a period not to exceed three (3) consecutive days to afford an opportunity to attend the funeral and/or participate in other matters relating to the death of the deceased. During such absence, the employee will be compensated at his or her regular hourly rate for scheduled working time lost, subject to the following provision:

- (1) The employee must have completed his probationary period.
- (2) The employee must return to work immediately following the three (3) day funeral leave, unless the Company, without pay, grants additional time off.
- (3) Pay for funeral leave will be based on ten (10) hours while on 10-hour schedule pay per day at the employee's hourly rate, or in the case of an incentive employee, his base rate plus ten per cent (10%) (Excluding shift or Sunday premiums or lost overtime).
- (4) No funeral leave pay will be paid for holidays, or for days on which the employee is not scheduled to work.
- (5) No funeral leave pay will be paid during the regular vacation period unless the employee is scheduled to work during that period.
- (6) Funeral leave must be taken within seven (7) days of the death.

Section 2.

In the event of the death in an employee's brother-in-law, sister-in-law or significant other, the employee shall be entitled to be absent from work for a period not to exceed three (3) consecutive days to afford an opportunity to attend the funeral and/or participate in other matters relating to the death of the deceased. During such absence, the employee will be NOT be compensated and is subject to the provisions listed in this article, Section 1, subsections 1, 2 and 6 above.

The definition of significant other is anyone living as a couple for at least a year. The burden of proof concerning "significant other" rests with the Employee.

ARTICLE XI Bulletin Boards

A glass front, locked type bulletin board will be made available to the Union in the lunchroom. This board shall be used by the Union for posting notices of meetings, social affairs, names of appointments, elections and results of elections, etc. The Company may remove any articles from this bulletin board that it deems offensive.

A Suggestion Box shall be maintained.

ARTICLE XII General Provisions

Section 1 - Miscellaneous Provisions

- (a) The Company will provide booklet copies of this agreement and each employee shall be furnished with a copy. The Union shall be furnished sufficient copies to meet its needs as soon as practical.
- (b) In the event any provisions of this Agreement are found to be in conflict with any State or Federal laws now existing or hereafter enacted, it is agreed that such laws shall supersede the conflicting provisions without affecting the remainder of these provisions.
- (c) In the event of the geographical relocation in whole or in part of any of the work performed by any or all of the employees covered by this Agreement, within a radius of one hundred fifty (50) road miles of the plant, the employees so affected shall be given the opportunity to transfer to the new location in accordance with their seniority. In the event of a geographical relocation in excess of fifty (50) road miles, the Company agrees to negotiate with the Union over the effects of the move on Bargaining Unit employees.
- (d) Employees are responsible for keeping their up-to-date telephone number and address on file with the Company. Failure to comply with this will result in the Company not being liable for overtime, recall or other entitlements of the employee that rely on such communication methods.
- (e) Employees who have given long, faithful and satisfactory service to the Company and who have become incapacitated relative to their job, shall insofar as is reasonably possible, be given preference in employment in such work as may be suitable to their condition.
- (f) The Company will furnish to the Union, upon request by the Union, a job description for all jobs existing now in the plant; also, the Union will be furnished with a job description on all newly created or reposted jobs not now in existence. The Union shall receive a copy of all signed job postings when removed from the bulletin board and all transfer bid requests.
- (g) The Company will not show favoritism when dealing with employees in any situation.
- (h) Paychecks will be distributed on Thursdays so long as practical means are available and attendance on Fridays is acceptable. It is understood that during some holiday weeks, this may not be practical.
- (i) Employees who are given copies of Company documentation, whether such documentation is disciplinary in nature or not, shall be required to sign to acknowledge their receipt. Such signing shall confirm only their receipt of such documentation. Only if the documentation is non-disciplinary may the signing be used to confirm anything other than the Employee's

receipt of the document. In such cases, the reason for the signing must be clearly stated on the face of the document (For example, "I have read and understand the Company's Quality Policy".)

- (j) Conco's customers require strict adherence to ISO9000 requirements. The Company and the Union agree that it is essential that all Conco Employees comply with all ISO9000 requirements. It is recognized that Employee violations of these requirements will put Conco's ISO9000 certification at risk. Loss of this certification will seriously jeopardize Conco's business prospects, as well as employee jobs. To this end, it is understood that employee violations may be treated with immediate and appropriate disciplinary action.
- (k) All employees shall check to make sure that work instructions are posted for the job to which they are assigned and must read the work instructions each day prior to beginning work at the start of the shift. If the work instructions are not at the job, the employee shall notify the supervisor immediately. The employee has then satisfied his/her obligation under this section and the supervisor will advise the employee how to proceed and will obtain the appropriate instructions.
- (l) The Company will permit an employee to have two (2) unpaid, excused sick days per contract ear, is such sick days are supported by a medical provider excuse slip. Neither unpaid, excused sick day may be used consecutively with a vacation on demand day, such as, Thursday and Monday, Wednesday and Thursday, or any other consecutive work days combination.

Section 2 - American With Disabilities Act

The Company and the Union acknowledge that each party has obligations under the Americans With Disabilities Act and agree to work together to resolve any problems that might arise with respect to the Company's obligation to offer disabled employees a reasonable accommodation so as to enable them to remain or again become gainfully employed.

ARTICLE XIII Supervisors

It is agreed that Supervisors and non-bargaining unit employees shall not operate machines or do other work that should be done by employees covered by this Agreement, except in cases of emergencies, instruction and experimental work.

The Union will be advised by the Company in writing, of changes in persons classified as Supervisors and Lead people.

ARTICLE XIV Holidays

Section 1.

The following days shall be recognized as holidays under this Agreement: New Year's Day, Martin Luther King's Birthday, Easter Sunday, Derby Eve, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, December 24, Christmas Day, December 31, and the employee's birthday.

Section 2.

- (a) When any of the above named holidays fall on Sunday, Monday shall be observed as the holiday except as outlined in 2(c) below.
- (b) Holidays falling on a Saturday or a Sunday, or a Friday when on the 4-day, 10-hour work schedule, will be observed before or after the weekend in which the holiday falls.
- (c) The employee's birthday holiday may be taken on the birthday, or the Monday or Friday following the birthday. The employee must inform his foreman on the day before his birthday as to which day he is selecting for his birthday holiday. An employee may select some other day subsequent to his birthday to be excused from work and have that day count as his birthday holiday, provided the employee notified his supervisor prior to his birthday and received permission to be absent. Other provisions of this Article will then be applied to the day selected.
- (d) Normally scheduled second shift hours on days before holidays that run past midnight--- These are to be considered as past of the normal shift and are to be paid at straight time (not as overtime and not as holiday pay). For example, if a "regularly scheduled straight-time shift" is to run past midnight into the start of Thanksgiving Day, the regularly scheduled hours past midnight, are to be paid at the normal straight-time rate.

Section 3.

The following requirements and conditions shall govern the payment of holiday pay:

- (a) An employee must have completed his probationary period before the date of the holiday.
- (b) An employee shall not be eligible for holiday pay if he fails to work at least half of his last scheduled shift immediately preceding the holiday and at least half his first scheduled shift following the holiday, unless his absence was due to proven personal injury, illness certified by a medical doctor, a death in the immediate family or other good and justifiable reason, acceptable to the Company.
- (c) An employee scheduled to work on a holiday and who accepts such work, and fails to do so, shall receive no holiday pay unless his absence was due to proven personal injury, illness certified by a medical doctor, a death in the immediate family, or other good and justifiable reason.
- (d) In case two (2) holidays fall on succeeding days, an employee will forfeit his first day of holiday pay if he fails to work at least half of his last regularly scheduled shift prior to the holiday, and he will forfeit the second day of holiday pay if he fails to work at least half of his first regularly scheduled shift after the holiday, subject to the exceptions as provided in (b) above.
- (e) If the birthday falls in such manner that three (3) holidays are celebrated on successive days, an employee absent on either the day before or the day after the three day holiday, not both, without good cause as defined in (b) and (c) above, will receive pay for two (2) of the three (3) holidays.
- (f) When a holiday falls within an employee's scheduled vacation period, he shall receive an additional day off at the end of the scheduled vacation period. To be paid for this additional day off he must work his last scheduled shift prior to the vacation and the first shift following the vacation period, subject to the exceptions provided in (b) above.
- (g) Employees will be paid for holidays occurring while they are on layoff, sick leave, maternity leave or other leaves of absence if the holiday falls in the work week in which the layoff or leave begins, or the holiday falls in the work week in which the recall occurs or the leave terminates.
- (h) Holidays will be paid at 120% of base pay first year of contract, 120% of base pay second year of contract and 112½% of base pay third year of contract for employees on incentive rated jobs. For employees on non-incentive jobs, the employee will be paid for 40 hours times his/her regular hourly rate of pay for each vacation week. This shall apply to all employees.

Section 4.

- (a) When an employee's birthday falls on one of the other holidays as listed in Section 1 of this Article, the employee must arrange in advance with the Foreman (1) to be absent the next regular work day and receive holiday pay or (2) at his option, may work that day and receive holiday pay and his regular pay.
- (b) An employee may elect to work on his birthday holiday and will in such case be paid holiday pay plus his straight time pay earned on that day.
- (c) If the employee is scheduled by the Company to work on his birthday, and he so advises his foreman in advance, he shall receive triple time pay as on any other holiday.

Section 5.

An employee entitled to holiday pay will receive pay in the amount of eight (8) hours times his hourly rate, or in the case of an incentive employee, his average hourly rate for an un-worked holiday. For list of Holidays and how Holidays will be paid on a four (4) day, ten (10) hour schedule, refer to Article III, Section 15.

Section 6.

- (a) An employee working on a holiday shall receive triple time pay for all hours worked up to ten (10) hours. This pay includes holiday pay. For any hours worked in excess of ten hours, the employee shall receive double time.
- (b) An employee who works on a holiday will receive pay for each hour worked in the amount of three (3) times his base rate or earned incentive rate for that hour. If he works less than eight (8) hours, he will receive holiday pay as specified in Section 5 of this Article for the time necessary to complete a total of eight (8) hours, except as provided in Paragraph 9(a) of this section.

ARTICLE XV Vacations

Section 1.

Subject to the following conditions, employees shall be entitled to vacation with pay as follows:

- (a) Two (2) months and less than one (1) year - 1 day for each 2 months but not to exceed 5 days.
 - (b) One (1) year and less than two (2) years - 1 week
 - (c) Two (2) years - 2 weeks.
 - (d) Five (5) years - 3 weeks - If an employee is to complete his fifth year of employment prior to December 31, he will be awarded a third week of vacation at the time of the regular vacation period of that year.
 - (e) Fifteen (15) years - 4 weeks - If an employee is to complete his fifteenth year of employment prior to December 31, he will be awarded a fourth week of vacation at the time of the regular vacation period of that year.
- Time lost because of strike activity will not count as time worked.

Section 2.

Employee With One Year or More of Continuous Service

All employees with one (1) year or more of continuous service will earn a full or partial vacation with pay, provided such employees has worked the required hours (1200 hours) for full vacation benefits. Employees who leave the employ of the Company for any reason will be paid their vacation earned.

Any employee with one (1) year or more seniority who has worked less than 1200 hours since beginning of the prior year's vacation period will be paid 25% of their full vacation eligibility for each 150 hours worked, with a minimum if 750 hours worked since the beginning of the employee's vacation year.

Employees With Less Than One Year of Continuous Service

During the first year of employment, eligibility for vacation is based on calendar months. Therefore, to get one (1) day vacation, the employee must have started working at least two (2) months prior to the start of the vacation period. To get two (2) days vacation, he must have started work at least four (4) months prior to the start of this vacation period, etc.

An employee whose employment is terminated for any reason prior to attaining one (1) full year of seniority shall not be eligible for vacation pay.

Section 3.

An employee must have worked a minimum of 1,200 hours since the beginning of the prior year general factory vacation period, except for the first year of employment. Work time lost by reason of an occupational injury or illness will be counted as hours worked in computing the 1,200-hour minimum, but only for the first vacation period following such injury. Time not worked but paid for will be counted as hours worked in computing the 1,200-hour minimum. Vacation time that is paid for will be credited in this computation.

Section 4.

Absence from work by reason of illness or accident and absence on approved leave of absence or on layoff shall not disqualify an employee for vacation if he meets the 1200-hour minimum provided for in Section 3 of this Article.

Section 5.

Vacation pay for each week of vacation eligibility shall be paid at 120% of base pay first year of contract, 120% of base pay second year of contract and 112½% of base pay third year of contract for employees on incentive rated jobs. For employees on non-incentive jobs, the employee will be paid for 40 hours times his/her regular hourly rate of pay for each vacation week. This shall apply to all employees.

Section 6.

Two days of vacation may be treated as "on demand" vacation days in each vacation year, provided the employee has more than one (1) week of vacation eligibility and the employee calls off before the start of their shift. Such vacation day may not be used the day before and/or the day after the plant shutdown(s), any holiday or Derby weekend.

Section 7.

Vacation pay will be paid as employees take their vacation. In order for employees to receive vacation pay prior to their vacation, vacation requests must be submitted by 8:00 a.m. on the Monday prior to the employee's vacation week. This notice will allow time for payroll to prepare a vacation check to be available to the employee on the Thursday preceding the vacation week.

An employee may sell back to the Company all vacation days in excess of two weeks of earned vacation. An employee will be permitted to sell up to one week of earned vacation in a calendar month, so

long as they have not requested a vacation during that month. Cumulatively, the Company will not be required to redeem more than ten percent (10%) of the redeemable vacation from eligible employees in any calendar month and only the calendar months August 1 through May 31 will be months during which the Company will be required to redeem vacation. An employee desiring to sell back vacation must request this election two (2) weeks in advance of such payment. Such vacation purchases will be made by the Company on a first-come first-served basis. Note: Employees who request vacation pay prior to their vacation, per the above paragraph, shall have such vacation counted as part of the ten percent (10%) for the purpose of vacation redemption.

Section 8.

The normal period for the taking of vacation shall begin with the last full week in June and run for 52 weeks.

Vacation periods of two (2) weeks or less, will be granted in consecutive days; the right of designation of vacation periods being exclusively reserved to the Company. Employees with a third or fourth week of vacation will be granted the third or fourth week, as scheduled at the discretion of the Company. Employees with four (4) weeks of vacation may elect to be paid for one-day vacation when taken so long as they have had vacation pay withheld per Section 7. No more drawing vacation pay early (before July 1). Seniority shall be the governing factor when there is a choice to be made between employees concerning the time the third or fourth week of vacation is to be taken.

If the annual vacation plant shutdown is of three (3) or four (4) weeks duration, employees will be required to take such vacation at that time unless scheduled to work. Preferably vacations due to shutdown will be scheduled during the months of July and August, unless it is necessary to operate the plant during these times. During any year when the plant has a three (3) or four (4) week vacation shutdown period, an employee take a week or two (2) weeks leave of absence later in the year provided application in writing is made thirty (30) days in advance and provided that if more than two (2) requests are received from any one department for a given date of period - seniority will dictate which two (2) employees will get that particular time off. The Company will notify the Union by April 1 of each year as to the vacation period.

Regarding the scheduling of employees to work during vacation shutdown, if the Company requires an employee to work, as opposed to volunteering, that employee shall have the right to take his vacation at a later date.

Any employee entitled more than two (2) or more weeks of vacation will be allowed to take that in excess of two (2) weeks a day at a time with one (1) day advance notice. One day vacation requests must be submitted and approved by the close of the employee's last scheduled shift prior to vacation. It is understood that employees in the same classification taking vacation one (1) week or more at a time will have preference over employees taking vacation of less than one (1) week regardless of seniority.

Section 9.

From the vacation pay computed in accordance with the above plan will be deducted the applicable amount of Federal Social Security Tax, Federal Withholding Tax, State and Local Taxes.

Section 10.

The vacation due any employee who dies before receiving it will be paid to his heirs, beneficiaries or estate, as the case may be.

**ARTICLE XVI
INSURANCE**

Section 1.

The Company will provide, without cost to each employee, on the first day of the month following completion of his probationary period, the following insurance benefits for non- occupational accidents and sicknesses:

1. Life Insurance - \$60,000 effective February 1, 2019.
2. Accidental death and dismemberment - \$60,000 effective February 1, 2019.
3. Weekly accident and sickness benefits, 26 weeks maximum, \$320/weekly. For active employees only who go out on disability benefits on or after April 1, 2005, an increase of \$30.00 per week (to \$350.00) or 66 2/3 of weekly earnings whichever is smaller. Effective date of this agreement, increase in the weekly benefit from \$350.00/weekly to \$400.00/weekly.

Section 2.

The Company will provide medical insurance coverage for employees and eligible dependents, on the first of the month following completion of his probationary period. The Company will provide the Steelworkers Health and Welfare Fund, Medical: PPO Option 2 and Drug: Option E coverage or plan of comparable terms with the following changes effective April 1, 2013:

1. A \$20.00 Doctor's Office Visit Co-Payment.
2. A three tier Prescription Co-Payment:

Generic	\$15.00
Brand (dispense as written)	\$30.00
Non-formulary	\$45.00
3. Deductible per benefit period \$1,000 Individual/ \$2,000 Family
4. Emergency Room co-pay will be \$100.00 Co-pay

Such group insurance will be effective April 1, 2013 through March 31, 2014 at the rates set forth in the Union's proposal dated February 6, 2013. Future group insurance premium rates may vary from the initial premium rates. Regardless of any such variance, the cost of the premium for each category of coverage will be shared on the basis of seventy-five percent (75%) to be paid by the Company and twenty-five percent (25%) to be paid by the participating employee.

Employee insurance contributions will be made on a pre-tax basis.

Section 3.

Conditions of this insurance plan will be as described in individual certificates issued to each employee.

Section 4.

A non-bargaining unit employee will be available to assist the employees in filling out insurance forms.

Section 5.

Effective April 1, 2013 the Company will no longer provide Vision Plan coverage through the Company's Medical Insurance.

Section 6.

Pursuant to the terms and provisions of the Affordable Care Act (“ACA”) or any other Federal or State law which may become effective during the term of this collective bargaining agreement which permits a private employer to have the option of either providing a group health care insurance benefit for its employees or paying a tax or penalty in lieu of providing such group health care insurance benefit, the Company will have the right to select the tax or penalty option and terminate its group health care insurance plan for all bargaining unit employees. Additionally, if pursuant to the terms and provisions of the ACA or any other Federal or State law which may become effective during the term of this collective bargaining agreement, the Company is required to make contributions or pay taxes for the providing of any benefits or coverage which are already provided for under the Company’s group health care insurance plan, then, to the extent that such benefits under any such Federal or State program would duplicate the benefits under the Company’s group health care insurance plan, the Company shall be relieved of the obligation to provide such benefits under the Company’s group health care insurance plan. No change will be made in the Company’s Group Health Insurance coverage without first discussing such proposed change with the Union and giving the Union an opportunity to respond to the proposed change.

ARTICLE XVII

Conco Pension Plan / 401K Savings Plan

Section 1.

Effective June 30, 2007, the Conco Pension Plan will be frozen and Conco will transition to a new 401K Savings Plan with a Company match. See Section “2” 401K Savings Plan below. This means that effective June 30, 2007:

- (A) No New Employees will be eligible to join the plan.
- (B) The per month / per year of service benefit will remain at \$27 indefinitely.
- (C) No participants in the plan will accrue additional years of credited service. Credited service will end as of June 30, 2007.
- (D) Pension benefits accrued up to June 30, 2007 will be paid in accordance with the terms & conditions of the plan.
- (E) Any participant in the pension plan who is not vested as of June 30, 2007, will vest upon completion of five years of vesting service with the Company. For example, if an employee has four years of service effective June 30, 2007, he / she will vest in the Conco Pension Plan upon completion of 1000 hours of service in his / her fifth year with the Company. His / Her pension will be based on the (four) 4 years of credited service times \$27 per month, paid in accordance with the terms & conditions of the Conco Pension Plan.

Effective March 1, 2004, for Conco employees eligible for benefits under the Conco pension plan, the pension payment of \$27.00 per month, per year of continuous service will be paid to eligible employees who retire from active service upon reaching the age of sixty-five (65) years of age, and who have completed a minimum of five (5) years of continuous service. Employees with less than five years of seniority, who are off on extended layoff shall not have the period of the layoff counted for purposes of vesting unless the Employee is called back to work and returns to work during the Collective Bargaining Agreement’s seniority retention period.

- (1)
 - (a) The maximum period of continuous service counting toward any pension is thirty-five (35) years. Effective 2/28/00, the maximum period will be forty (40) years
 - (b) Current employees as of September 2, 1995, who retire during the life of this agreement and who are over age 60 shall receive a \$500.00 retirement bonus. This retirement bonus expires August 27, 1998. Active employees as of February 28, 2000 who retire during the life of this agreement and who are age 62 or older with twenty (20) years of service, shall receive a \$500.00 retirement bonus. This retirement bonus expires February 29, 2004.

- (2) Disability payment of \$20.00 per month effective September 1, 1994 per year of continuous service will be for service up to August 31, 1995 and \$25.00 per month per year of continuous service for service after September 1, 1995 (effective 2/28/00, \$25.00 per month per year of continuous service) will be paid to eligible employees who are totally and permanently disabled, subject to the following basic conditions:
 - (a) He must have a minimum of five (5) years of continuous service.
 - (b) Disability payments will start six (6) months after the start of the total disability.
- (3) Conversion of hospitalization insurance for retirees at their expense will be made available at Insurance Carrier's standard plan.
- (4) The Company will furnish to all retiring employees \$1,000.00 life insurance provided they have at least five (5) years of service. Effective 09/01/96 The Company will furnish to all retiring employees \$2,000.00 life insurance providing they have at least five (5) years of service.
- (5) A survivorship option may be exercised under the following conditions:
 - (a) The option will be the "50% to the surviving spouse" whereby the standard benefit otherwise payable to a pensioner who has made a timely election will be reduced to: (1) 84% if the employee and spouse are the same age, increased by 0.8% for each complete year the spouse is older than the employee, or (2) decreased by 0.8% for each complete year the spouse is younger than the employee (e.g. 80% if the spouse is five (5) years younger than the employee).
 - (b) On the pensioner's death after retirement, 50% of the reduced benefit will be continued until the death of the spouse.
 - (c) The option must be elected at the time of retirement (or at age 55 in case of disability retirement).
- (6) If an employee terminates employment (other than death or disability retirement) with five (5) years of service, then when he reaches age sixty-five (65) he will receive a pension equal to his accrued benefit prior to date of termination. He may elect to receive benefits at age sixty-two (62). The benefits will be reduced 1/180th for each month that his retirement date precedes age sixty-five (65).
- (7) An employee with at least five (5) years of continuous service may retire after his sixtieth (60th) birthday and before he is eligible for normal retirement benefit. The amount of monthly benefit received in such case will be the years of continuous service multiplied by the appropriate amount as provided in 1(a) above, and the total reduced by 1/180 for each full calendar month that his retirement date precedes his normal retirement date.
- (8) The Company, by the payment of contributions as provided for in the Conco Pension Plan, shall be relieved of any further liability to provide benefits under the Plan and any and all benefits under the plan shall be payable only from the Fund. No liability for payment of retirement benefits under the plan shall be imposed upon the Company or the Officers, Directors or Shareholders of the Company.

Section 2. The Conco 401(k) Savings Plan for Union employees will be as follows:

- A. Elective Savings: Section VA, Elective deferrals will remain the same (1% to 15% of a Participant's compensation not to exceed \$15,000 adjusted for inflation).
- B. Dollar for dollar Company Match up to five percent (5%) employee contribution: Company matching contribution for each period shall total 100% of the Participant's contribution not to exceed the first five percent (5%) of Participant's contributions. Under no circumstances will the Company match go above the five percent (5%) total. The employee may still choose to save at a rate above five percent (5%) of compensation, but the Company one hundred percent (100%) match will affect only the first five percent (5%) of employee savings.

- C. Participation For New Employees: One year of service with the Company as an employee is needed to participate in the Plan (all the conditions in Section IV still apply).
- D. Vesting: You are always fully vested in your own savings contribution and earnings. The Company match is fully (100%) vested after three years of vesting service (any year in which the employee has worked 1000 hours).
- E. Vesting for Present Employees with One year or more of Service: For employees with one or more years of service as of July 1, 2007, all such employees will immediately vest in the Company's matching contribution.
- F. Updating: The balance of the Plan will be rewritten and updated to reflect these and the required legal changes.
- G. Initial account balances in the 401K: Effective July 1, all active employees with twenty or more years of service with the Company will receive an initial account balance of \$1500 in their 401K account.

ARTICLE XVIII Job Posting

Section 1.

- (a) Whenever a new job is created or a vacancy occurs on an established job and cannot be filled by an employee with return rights, except Punch Press Operators and Assemblers; the Company shall post a notice on all bulletin boards advising the employees of the existence of such new job vacancies. The notice shall contain a description of the job, its duties, appropriate number of employees needed, the hourly rate or piecework and shift. The posting shall remain on the bulletin board for a period of two (2) working days. Only Employees in Company paid status and who are physically able to perform the job at that time shall be eligible to bid on a job posting. Employees will be ineligible to bid on classified jobs if they have eight (8) or more absenteeism points on their record. Any employee employed prior to the effective date of this agreement, who has eight (8) or more absenteeism points, shall be exempt from the ineligibility provision of this section for the first three (3) months of the new agreement.
- (b) After the posting period has elapsed, within fifteen (15) working days or less, the opening shall be awarded in the following manner in accordance with employees' seniority.
 - (1) For job classifications of an Electrical Maintenance Person, Mechanical Maintenance Person, Electrical Lead Person, Utility, Automatic Shear Operator, Machinist, Punch Press Set Up Person, Quality Assurance Inspector, Quality Assurance Receiving Inspector, Paint Attendant, Tool Crib Inventory Clerk/Janitor/Forklift Operator, Welder, General Machinist - Tool Room, Tool Maker Machinist, QA Calibration, Welder Fabricator, Working Utility Reuse and Refurb, Forklift Operator, Salvage Person, Strip Room Attendant, Robot Tech, Process Tech, Special Assembler, Press Operator A, Shipping/Rec/Truck Driver, Rework Welder, Spray Painter, Quality Tech/Material Handler (D44) and other newly created or revised jobs requiring similar degrees of previous training to satisfactorily perform the duties of the job, seniority will be the controlling factor on filling the job in the event the skill, ability and physical fitness of the bidding employees are relatively equal. Tests may be given for the jobs listed above. Seniority will be the controlling factor for filling job vacancies on any job where a qualification test is administered and where applicants seeking to fill such open position have a passing grade on the test of 87.5% of 100% or above. If all applicants for the trainee position score below 87.5% then, in that event,

all applicant scores between 50% and 87.4% will be considered by the Company. The highest score within that group will be awarded the trainee position. If all applicant scores are below 50% then, in that event, the trainee position will be reposted and applicants will be permitted to rebid for the posted position. On the job posting, the likely areas to be covered in the test will be identified. If no applicant scores 50% or above on the rebid, the trainee position may be filled by the Company by a new hire.

- (2) Job classifications of Warehouseperson, Tool Crib Attendant, Lift Truck, Janitor, Automatic Material helper, Handler & Automatic Punch Press Operator, and newly created jobs of similar requirements of individual nature will be posted and filled by bidders on the basis of Union seniority and physical fitness. Tests will not be given for these jobs.
- (3) From time to time the Company may deem it necessary to train replacements for jobs listed in paragraph (b) (1) of this section prior to an opening occurring. Training periods and qualifications will be determined by the Company in relation to the level of skill of the job for which a trainee is desired. The training period will be posted on the bid sheet. Trainees will be considered probationary on the trainee job during their entire training period. If the need for the job exists at the end of the training period, the job will be posted for bid. The trainee will be automatically upgraded provided there is no more senior bidder who is already fully qualified desiring the job. Tests may be given for selection to trainee jobs. Seniority will be the controlling factor for filling job vacancies on any job where a qualification test is administered and where applicants seeking to fill such open position have a passing grade on the test of 87.5% of 100% or above.

A trainee successfully completing the training program who does not go into the job for which he was training, will go back to the job from which he came and any replacement for any such employee in a trainee position shall also then return to their regular job.

- (4) No test necessary to qualify for any job or for training for any job will be administered or graded unless a Union officer is present. One representative of the Company and one of the Union must certify the results of any testing.
- (c) An employee who is assigned to a job which he has requested by bid or otherwise, will be considered a probationary employee as far as that job is concerned, as long as the employee is in training, and may be removed from the job if he is unable to satisfactorily perform the job. Such employee will be returned to the job he left, if available, or moved to a similarly rated job as the one no longer available, on the same shift.

Except for jobs listed in section (b) 1, an employee assigned to a job on which he was the successful bidder must be granted only one (1) transfer in a six (6) month period. Any employee moved in a secondary move behind such a transfer and subsequent return will be returned in the same manner.

An employee assigned to a job in Section 1 (b) (1) on which he was the successful bidder must be granted only one (1) transfer in an eighteen (18) month period. Any employee moved in a secondary move behind such a transfer and subsequent return will be returned in the same manner.

- (d) The successful bidder under paragraph (b) 1, 2 and 3 shall be transferred to such opening no later than the pay period next following his selection.
- (e) During any required period of training, an employee may be assigned to a shift other than his preferred shift so that his training can best be accomplished.

- (f) Seniority will be the predominant factor in assignment to all other jobs provided the employee has the physical ability to perform the duties of the job.
- (g) If there is no qualified bidder, the Company may select an employee, first by recall, then by new hire, and finally by assigning an employee to the job.
- (h) Successful bidders and trainees on jobs listed in paragraphs b(1) and (2) will be required to provide basic hand tools necessary for their jobs within ten working (10) days. The Company will provide all special tools and instruments not normally classified as hand tools.
- (i) Classified jobholders may not simply "give up" their job. When they are eligible, they may bid or transfer out per the bid procedure or transfer request procedure. They may continue to be assigned to their old job until their replacement has been selected and trained. Should this training period exceed 7 days for non-protected jobs / or 30 days for protected jobs, such employee will be paid, after that period, at the rate of the job to which they are moving, including incentive if appropriate.
- (j) An employee will not be considered qualified in a protected job if the employee has not worked in the job or received training in the job over a period of thirty-six (36) months. Every even year in March (2000, 2002, etc.), the Company will post sign-up sheets for individuals wanting to pursue update training to keep their qualifications current.

In the event a bidder is disqualified from the job, the Company will purchase the tools from the employee at the employee's cost.

Section 2.

Any employee who desires a transfer to a job which is not to be posted when an opening occurs, as listed above, may request to be transferred to the job by filling out a Transfer Request Card, and will be considered for such opening when it occurs, but not more than one such transfer will be permitted in six (6) months, except in cases of emergency. Selection from this list will be by seniority. This list will be made available to interested employees and Union officials. A copy of the Transfer Request Card will be furnished to the Union. The six (6) month limitation shall not apply where a vacancy exists and the Company is requested to fill the vacancy by making a new hire. In the event an employee is transferred to another department per their request through the transfer procedure and subsequently removed from that department for the convenience of the Company, his / her transfer request will continue to be in effect for six (6) months from the date of the original transfer.

Section 3.

On December 1 and June 1 of each year, the Company will reschedule shift assignments so that employees will be assigned to the shift to which their seniority entitles them in the job classification to which they are assigned. The Assemblers and Punch Press Operators will be treated as separate classifications for this purpose. The employee exercising shift preference shall replace the youngest employee in point of seniority on the desired shift working in the same classification. The employee displaced from the shift may exercise shift preference consistent with his seniority in the classification. Shift preference may only be exercised at these six (6) month intervals unless shift status is affected by other changes under Section 1(e) of this Article. Requests for shift changes under this section must be submitted at least five (5) working days prior to December 1 and June 1 each year. The Company will post a notice to this effect in sufficient time to allow employees to submit any such requests. All shift changes shall become effective on the second Monday in December and the second Monday in June.

Section 4.

When a job is to be temporarily vacant for a period in excess of twenty (20) working days due to a leave of absence or medical leave or an employee emergency, it shall be posted and filled in accordance with

Article XVIII as a temporary vacancy. Upon return of the absent employee, the bidder will be returned to his former job. By mutual agreement twenty (20) days can be extended.

ARTICLE XIX Discipline

The Company shall establish and maintain a consistent and uniform policy on discipline.

In all cases of disciplinary action involving a member of the bargaining unit, the Company will take the action it deems necessary and allow the employee to see his Steward before leaving the plant in cases of immediate discharge or suspension, if he so requests this privilege of his foreman and there is no apparent reason for Management to have him leave the premises immediately. The Company will promptly notify the Union of any suspensions or discharges.

In all cases of disciplinary action, such action must be for just cause.

When an employee receives a written reprimand, suspension or discharge, he will be notified in writing of the nature of the offense and the disciplinary action taken, and a copy will be given to the Union. Any employee receiving a verbal reprimand, and the Union, will be sent a copy of the write-up of the incident that is placed in the employee's personnel file.

Reprimands and disciplinary suspensions will be removed from the employee's record after eighteen months if no other related disciplinary action has been taken in the interim. This does not apply to any action taken under the Illegal Substance and Alcohol Abuse Policy.

Disciplinary actions that have been pulled from an employee's record will not be used in any way in any arbitration proceedings but may be used for reasons of credibility.

Disciplinary action is to be taken within a reasonable time period after the event or Company's knowledge of the event. Attendance discipline will be issued within ten (10) working days excluding Saturdays, Sundays and Holidays and extended for any time the Personnel Manager is out of the plant.

ARTICLE XX Job Preference

Section 1 - Press Department

- (a) One week following the shift preference change in Article XVII, Section 3, the Punch Press Operators in the Punch Press Department will be permitted to select by seniority the press group in which they are to operate until the next shift preference (if no shift preference procedure is required, then job preference will be posted on each June 1). All preference jobs will be posted whether they are running or not. Any operators failing to select will be considered floaters.
- (b) Whenever one of these assigned personnel relinquish or vacate a selected press group, the most senior floater wishing to select the vacated press group will be so assigned until the next selection period.

- (c) When a press group is not operating, the assigned operator will select his job preference of any opening by seniority where practical. In the event of absenteeism is of such an extent, and employees on preferred jobs are needed to operate other machines, they can be assigned to fill vacancies, but only if their preferred presses do not operate on their shift during such assignments.
- (d) Whenever a job is functioning, or two or more press groups are producing the same product and for some reason one press group does not operate, the senior employee or employees will continue to work at remaining machine or machines with the least senior employee becoming a floater.
- (e) If a preferred assignment employee requests to be placed in the floater group, he will become the lowest seniority floater for press assignments until thirty calendar days have elapsed and during this thirty-day period, he cannot bid on a preferred job.
- (f) Within the press group assignment, the supervisor may assign personnel without regard to seniority.
- (g) Within five (5) days of the preference assignment date, the Union and Company will meet and concur that assignments have been made in accordance with the contract.
- (h) Overtime assignments will be made first under the Overtime Article and then the provisions of this Article will apply.
- (i) If a preferred jobholder is thirty or more minutes late, and someone else has been assigned to his press, the preferred jobholder loses his job preference for that day only.
- (j) If a preferred job is started after the shift begins and the preferred jobholder for that job is absent, any floater may be assigned for that partial day. If the preferred job is to be run the entire shift, the most senior floater desiring the job will be assigned.

Section 2 - Assembly Department

- (a) One week following the shift preference change in Article XVII, Section 3, the Assembly employees will be permitted to exercise job preference for any preferred job (if no shift preference procedure is required, then job preference will be posted on each June 1).
- (b) Whenever it is necessary to temporarily assign for one shift or less, a qualified employee to a preferred job, that is, an Assembler job classification, a Production Supervisor will select an employee to perform such work. If a senior employee makes a request of supervision to fill a position, such request by the senior employee will not be unreasonably denied.
- (c) All employees, except those accepting jobs as a preferred jobholder, will be floaters.
- (d) If a preferred jobholder is thirty or more minutes late and someone else has been assigned to his job, the preferred jobholder loses his job preference for that day only.
- (e) All preferred job employees shall have the option to work their own overtime, but if they do not want to work and other Assembler employees within that department wish to work in their place, they may do so. If no one wishes the overtime assignment, the preferred jobholder shall be required to perform the overtime.
- (f) If a preferred assignment employee requests to be placed in the floater group, he will become the lowest seniority floater for preferred job assignments until thirty calendar days have elapsed.
- (g) Within five (5) days of the preference assignment date, the Union and Company will meet and concur that assignments have been made in accordance with the contract.

Section 3 - General.

During a layoff, employees bumping into a department bump in as floaters unless they are qualified to bump into a classified job, or if the employee held a preferred job at the time of the layoff, he may bump into that preferred job.

ARTICLE XXI Wage Application Provisions

Section 1.

Appendix "A" in its entirety shall become effective February 28, 2000 and remain in full force and effect for the duration of this Agreement, except as otherwise herein provided.

Incentive base rates or non-incentive hourly rates on jobs where there has been a significant change in job content shall be determined in line with established rates on comparable operations specified in Appendix "A" and the rates then shall be installed according to the following procedure:

When the base rate has been determined, the Union will be advised in writing as to what the rate will be as far in advance of the effective date as possible. The Company, upon request, will make available to the Union the complete data showing the basis upon which the rate is determined, and will be subject to the standard protest procedure.

If it becomes necessary for the Company to establish base or hourly rates on new classifications other than those listed in Appendix "A", the following rules shall apply:

- (1) The Company will first determine if the job is to be paid on incentive or hourly rate.
- (2) The Company and the Union will then attempt to negotiate a fair and equitable settlement consistent with current contract rates for like or similar jobs.
- (3) Failing to reach an agreement, the Company will install a new rate, consistent with the present contract rates, subject to the grievance procedure including arbitration.
- (4) All new classifications will become a part of Appendix "A".

Section 2.

The Union and the Company understand the importance of the introduction of new products to the health of the business and the creation of new jobs and understand that a different wage structure may be necessary. Should the Company plan to introduce production of a product different than cylindrical steel ammunition containers the parties will discuss wage rates outside Appendix "A" as appropriate to that specific product prior to its introduction. The Company agrees to allow reasonable time (up to two weeks) to the Union to research the proposed product as part of this discussion process.

Section 3.

Clearing the line shall be paid at 110% of base, not AHE (Average Hourly Earnings).

Section 4.

Training for incentive paid employees, except for actual on the job training when learning another job, shall be paid at 125% of the base rate, not to exceed four (4) hours per week.

Section 5.

All clean-up and general laborer work will be paid at a flat rate of \$13.80 per hour. Clean-up rate changes effective March 12, 2007 (\$14.30), effective March 12, 2008 (\$14.70), effective March 12, 2009 (\$15.05).

Section 6.

Rework or screening that is done off line will be paid at a rate of \$14.00 for box related work and \$15.50 for can related work. Rework or screening rate for box related work changes effective March 12, 2007 (\$14.50), effective March 12, 2008 (\$14.90), effective March 12, 2009 (\$15.25). Rate for can related work changes effective March 12, 2007 (\$16.00), effective March 12, 2008 (\$16.40), effective March 12, 2009 (\$16.75), effective February 1, 2016 (\$17.00) for can rework / screening only. Work during straight time hours will be offered by seniority to the employee in that department. Work to be done on overtime will be distributed per the overtime distribution procedure.

ARTICLE XXII Piecework Prices and Standards

Section 1.

- (a) When it is necessary to establish piecework rates or standards on new or changed operations, the Company shall furnish the operator or operators a copy of the standard practice before any time study is taken and in sufficient time to permit the operator or operators to become fully proficient on such standard practice. The standard practice shall be written in the elemental sequence indicating how the Company wants the job performed.
- (b) The Company will set rates of production or incentive standards in such a manner that under normal conditions any experienced, well-coordinated employee will be provided extra earnings opportunity over and above base rate in direct proportion to the extra effort expended and should be able to earn at least 125% of base, excluding allowances. This is not to be construed as a guarantee of any particular level of earnings.
The Company will provide this within 10 calendar days for changes to existing jobs only involving single operations.

The Company will make the necessary studies of the factors which determine what the rate or standard should be, and the rate shall then be installed according to the following procedure:

When the necessary studies have been completed, the employees involved shall be advised as to what the rate or standard will be as far in advance as possible prior to the effective time. The Company will make available to the Union the complete data showing the basis upon rate or standard was determined. At the end of thirty calendar days the Company must make available to the Union a documented stopwatch time study of the rate or standard. A run day is any day the product is made. Any dispute that may arise respecting the equity of a rate or standard shall be subject to the grievance procedure outlined in Article XXIII of this Agreement.

- (c) Whenever the Company establishes and issues a permanent piecework rate or standard, such rate will be guaranteed elementally and in total against reduction unless changes are made in the job content, tools, speeds, equipment, methods, materials or design which either increase or decrease the time necessary to produce a unit of production. Any change in established piecework rates shall be confined to the element or elements of work that changes or to the change in the restricted time, referred to in Paragraph (e) and made commensurate with the degree of change in the job content. The Company will provide copies of standard practice reports to the Union.
- (d) Temporary standards identified as such may be issued on new products or operations until standardization has been completed. Standardization will be completed within thirty run days. It is understood that any day that the product is produced will constitute a run day. Whenever a permanent incentive standard is established covering units of work which were previously covered by a temporary standard placed into effect on or after the signing of this Agreement, and the allowed time in the permanent incentive standard is greater than the temporary standard, the permanent incentive standard shall be retroactively applied to the units of production which were paid for at the temporary standard. On short runs (less than 30 run days), the Company and the Union Time Study Personnel will mutually agree on a fair temporary standard. After 30 days, standardization will take place.
- (e) All machine-controlled, cycle-controlled or other time in a new or changed operation over which the operator has no control shall be inserted into the piecework rate standard at actual time plus a factor of 25% incentive opportunity and 11.5% additional for rest periods,

unavoidable delays, and personal time for a total of 39% and it will be used as a single factor of 39% to the actual time.

- (f) When the Company makes changes in the job content, which would affect a reduction or an increase in an established piecework rate or standard, such rate shall be revised within thirty working days from the date the change occurred. The above time limitations shall not apply to increased workload factors within restricted time. It is understood that when an employee increases his efficiency through his own skill and effort it shall not be interpreted as being a change in job content under the provisions of this Section.
- (g) When changes in established piecework rates or standards are to be made, the Company will make necessary studies of the factors, which determine what the change in the rate should be. When the necessary studies have been completed, the employees involved shall be advised as to what the change will be as far in advance as possible prior to being put in effect. The Company will issue to the Union the complete data showing the basis upon which the rates and changes were determined. Any disputes that may arise shall be subject to immediate review under the grievance procedure.
- (h) Incentive standards for manual operations shall have added to the normal rates time allowances for personal needs, rest periods, and unavoidable delays. In no case will the totals of these allowances amount to less than 12%. However, if the Company and the Union Time Study Representatives agree to a different allowance, said allowance shall be effective for any purchase order negotiated after said agreement.
- (i) Lunch period of thirty minutes when paid by the Company shall be paid at the employee base rate, separate and apart from the piecework rate or standard.
- (j) It is understood that in situations where it is shown that the full time of the employee is not utilized due to the nature of the operation, such as group operations, time cycle operations, and operations where machine limitations are involved, the Company may add additional work necessary to that operation in conformity with the principles express in (e) and (f) above provided the Company has complied with paragraph (k) following. It is understood that in situations where an employee increases his efficiency through his own skill and effort, it shall not be interpreted as providing time, which can be utilized under the provisions of this Section. Nothing in this paragraph shall be so interpreted as to reduce earnings opportunity or to require employees to perform workloads that are not fair and reasonable.
- (k) It is further understood that where it is necessary to establish piecework rates or standards which do not utilize an employee's full time, the operator shall be advised of this fact when the rate or standard is issued, it shall be noted on the Standard Practice Sheet. Any dispute as to the amount of time not utilized shall be subject to the grievance procedure at the time the determination is made and/or when it is proposed to be utilized.
- (l) Each employee shall fill out a time card or cards showing among other things, the production count, the clock-recorded hours worked on piecework and hours worked off standard, etc. Such time card or cards shall be turned in daily to the Supervisor of the department. In the event the Supervisor finds an inaccuracy in the time report, he shall return it to the employee for correction. The error will be indicated as such and the correct information will be entered and so indicated.
- (m) The Company will pay employees for all time spent taking out their time and tally reports.
- (n) The minimum guarantee for an employee while working on an incentive job shall be the base rate of the incentive job to which he is permanently assigned. This minimum guarantee shall apply to each separate job assignment or the full day's work, which ever involves the shorter period of time.
- (o) Employees assigned to instruct other employees or to perform experimental or developmental work on new products where direct incentive is not available, or taken off their job when work remains on their job will be paid their past average hourly earnings of their job, group or plant-wide. Experimental or developmental work will be offered by Department Seniority.

- (p) Employees working on direct incentive will receive base rate plus ten per cent (10%) for time when they are required to work using a nonstandard procedure.
- (q) The term "Group percentage of earnings" as used in this Agreement is hereby defined as the daily percentage of earnings applied to regular jobs in the various groups not on direct incentive, on the day when the work is performed. The groups involved consist of the Punch Press Department, the Assembly Department or the entire plant.
- (r) All time for any mechanical or electrical failure or other unusual conditions beyond the control of the operator in excess of one-tenth (1/10th) of an hour as a minimum, will be compensated for at base rate. Employees will notify their supervisor immediately or as soon as possible when they go on downtime. During such periods of breakdown, employees may be assigned other jobs such as inside or outside clean up. Affected incentive employees will receive their base pay rate plus 10%.
- (s) No earnings beyond the employee's base rate shall be paid for production on incentive standards where the pieces produced are rejected because of poor quality due to faulty workmanship on the part of the employee.
- (t) The downtime formula which the parties have mutually agreed to will become a part of this Agreement. The same concept will be utilized in establishing downtime charts for products other than the M13A2 and M18A2.
- (u) Other predetermined time systems including movies that are used for establishing temporary standards will not be considered conclusive when applied to permanent standards. Closed circuit television or cameras will neither be used to target nor selectively surveil the actions of an employee(s) nor will they be used to monitor employees' activities for the purpose of establishing temporary standards, unless the employees to be recorded are notified in the same fashion as when stopwatch studies are being taken. Information from surveillance cameras or televisions may be used to discipline employees for violation of Company rules and policies.
- (v) The Container Assembly Down Time Chart for each can and group size shall be posted, with a copy to the Union.

Section 2 - Time Study Engineer.

- (a) Upon satisfactory completion of the International time study training course, the Company will recognize one local Union Time Study Engineer. The local Union Time Study Engineer will be permitted to function only when the President of the local Union requests in writing company permission on disputed standards, hourly rates, special rate payments and downtime charts. When requested by the Company, he may function jointly with a designated member of the Industrial Engineering Department. It is understood that the local Union President will notify in writing the Company representative designated by the Plant Manager that the services of the local Union Time Study Engineer is needed and further that the privileges afforded above shall not be abused. Appropriate notice will be given in keeping with the Company production schedule.
- (b) The local Union Time Study Engineer may only function to the extent necessary as set forth in the paragraph of the Article to properly review disputed standards, hourly rates, special rate payments and downtime charts. He may also study and develop his studies as necessary.
- (c) The local Union Time Study Engineer is expected to work on his regularly assigned job when not actively engaged in time study, special rate payments, downtime charts, and hourly rates. During weeks that he is actively engaged in such work, he shall be given the opportunity as other employees on his classification to work available overtime hours including Saturdays, Sundays and holidays, but will not receive any pay for Union Time Studies outside of his regular scheduled hours.
- (d) The local Union Time Study Engineer shall be compensated for all work performed in compliance with the conditions as outlined above. The rate of pay shall be as follows:

- (1) For any hourly rated employee, the hourly rate of his regular classification.
 - (2) An incentive employee will receive his average hourly earnings.
 - (e) The Company will permit the local union time study engineer to make practice studies on operations that are not under dispute.
 - (f) The Company will compensate the local union time study engineer a maximum of three (3) hours pay per week at his applicable rate of pay. If less than three (3) hours are used pursuant to foregoing provisions, they will accumulate for one (1) calendar month. The first of each month will start a new period for the purpose of accumulation. For training purposes, reasonable notice will be given to the Supervisor. On unusual circumstances, the plant manager may grant additional time.
- There may be time when production schedules will necessitate a delay in granting the Union Time Study representative time away from his job.
- (g) Where circumstances so dictate, the Plant Manager may grant additional time with compensation.

ARTICLE XXIII

Standard Protest Procedure

Section 1.

The following grievance procedure shall be followed if the Union contends that a revised base rate, new and/or revised incentive rates and downtime charts are incorrect. This section will also include special rates of pay, such as work using a nonstandard procedure, payment of downtime, payment of group averages, etc.

Section 2.

Any employee or group of employees or the representatives of an employee or group of employees working on a permanent standard must bring his complaint in writing to the Plant Manager after five (5) working days during which the standard in question is applied, but within 60 working days during which the standard in question is applied. In the event the standard is protested after forty-five (45) working days, the retroactive adjustment as outlined in Section 10 of this Article will be made only to the effective date of the protest.

Section 3.

After the protest has been filed, the Plant Manager will, within a reasonable period of time not to exceed ten (10) working days, make available a representative of the Company Industrial Department to meet with the Steward or the Union Time Study Engineer. A complete explanation and analysis will be offered at this time.

Section 4.

If the complaint is not resolved, the Plant Manager will then give a written answer to the grievance within five (5) days from the date of the foregoing review.

Section 5.

At this point in the procedure, the Company will grant a written request by the Union for a study of the operation in question by an International Union Time Study Engineer or his designated representative (Local Union Time Study Engineer) in conjunction with the Company's Industrial Engineering personnel.

Section 6.

The conclusions or finding of the International Union Time Study Engineer or his designated representative will be discussed in a meeting by such engineer or his designated representative, the local Union President and Company representatives prior to any appeal to the next step in this procedure. Both parties will provide the other party all data pertinent to the dispute under review.

Section 7.

A written Company decision will be given within ten (10) working days following the meeting date as referred to in Section 6 above.

Section 8.

Following the receipt of the Company's decision on the dispute, the Union may serve written notice to the other party within five (5) regular working days that they wish to appeal the grievance to a special arbitrator. Failing such an appeal, the production rate established by the Company shall be deemed acceptable to both parties.

Section 9.

The arbitrator shall be a qualified industrial engineer selected by mutual agreement of the parties from a panel selected by the process in Article V, Section 3 (b). The cost of the special arbitrator shall be borne equally by both parties.

The decision of the arbitrator shall be final and binding upon the Company and the Union. The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement, but shall have the power only to interpret and apply its provisions in reaching his decision.

Section 10.

Any increase made in the standards at any step of the grievance procedure referred to in this Section will be applied retroactively to and including the initial date of the standard provided that Section 2 has been complied with.

It is further understood that any payment due on special rates of pay, base or hourly rates and downtime charts will be handled in accordance with the provisions of this paragraph.

ARTICLE XXIV Waiver

This Agreement cancels and supersedes all previous contracts and agreements (written, oral, expressed, or implied) of every nature between the Company and the Union, except those specifically appended hereto. This Agreement cannot be modified, amended, added to or subtracted from, except by an instrument in writing signed by the Company and the Union of equal formality with this instrument. Agreements between the Company and the Union negotiating committee will be signed if requested by either the Company or the Union. No grievance determination or individual or continued departure in practice and administration hereof by the parties, shall effect a modification or alteration hereof.

ARTICLE XXV Illegal Substance and Alcohol Abuse Policy

Section 1. - Policy

Conco, Inc. and the Union in recognition of the requirements of the Drug Free Workplace Act, recognize the need to provide employees with a safe working environment and customers a source of timely delivered, quality products, announce the establishment of the following program for all employees. It shall be considered a disciplinary offense for any employee to consume or in any respect be under the influence of or have in his possession narcotics, intoxicating liquors or hallucinatory drugs while at work or on Company property.

Section 2. - Purpose.

The purpose of this program is to identify employees who are using illegal substances or have an alcohol problem and attempt to correct their situation by treatment, counseling or other means as prescribed by professionals in the field. Possibly damaging results of working under the influence of alcohol, illegal substances or excess prescription drugs are:

- Accidents to the offender.
- Injuries to fellow employees by the offender.
- Reduced quality awareness and in turn damage to customer relations.
- Lower interest in quality productivity from the offender, which leads to lower quality and productivity for the company and lower wages to fellow employees.
- Lower morale among co-workers.
- Damage to plant and equipment.

Section 3 - Procedure.

In order to identify employees with this problem, the following testing program will be initiated.

- (a) Employees employed after March 1, 2020 and prior to the effective date of this agreement, will be tested for controlled substance and alcohol for one (1) calendar year following thirty (30) calendar days from the effective date of this agreement. An employee hired after the effective date of this Agreement will be tested annually for controlled substance and alcohol for the term of the contract following thirty (30) calendar days from the effective date of this Agreement or from the date of completion of a new employee's probationary period. If an employee tests positive on such discretionary test(s), the positive test result will be considered as just cause for discharge in accordance with ARTICLE XIX – Discipline. In that regard, neither the Union nor the employee will have recourse to ARTICLE VI – Grievance Procedure - Arbitration for any disciplinary action taken by the Company against the employee, including discharge.
- (b) Any Employee who has a problem in this area may voluntarily request professional help by consulting with our First Aid Attendant, who will pursue the matter in as confidential manner as possible. Any such disclosure will not be treated as something for which an employee is to be penalized but rather as a treatable illness.
- (c) If the Company or the Union has reasonable suspicion to believe that an employee in the plant or at work is under the influence of alcohol or a controlled substance, that employee may be required to submit to a controlled substance or alcohol test. Reasonable suspicion shall include a reported injury where the injury is reasonably suspected to be caused by alcohol or a controlled substance, serious accident, poor job performance over a reasonable period of time, being in the plant in an unfit condition to work, or some other

condition which would cause a reasonably prudent person to suspect the employee is under the influence of alcohol or a controlled substance. Failure or refusal to submit to an alcohol or controlled substance test under the above conditions shall result in immediate discharge.

- (d) All bargaining unit employees are subject to drug testing one time during the period beginning March 1, 2019 through and including December 31, 2019, extended by the length of any current or future personal leave of absence, medical leave of absence or layoff. If an employee tests positive for either controlled substance or alcohol, the employee will only be allowed to return to work under the terms of the Substance Abuse Policy and will sign a "Return to Work Agreement", which defines the specific terms of return, including random testing for twelve (12) months. It will be grounds for termination from the Company's employment if an employee refuses to submit to the controlled substance or alcohol test, submits a tainted sample for testing, submits a diluted sample for testing, submits an altered sample for testing, or submits a false sample.
- (e) An employee(s) required to submit to an alcohol or controlled substance test, for any reason except misconduct where disciplinary action (written warning or greater) is taken, who passes such test, will be paid for all hours lost from work, up to ten (10), as a result of such test. Provided, however, such employee(s) must be prepared to return to work as soon as reasonably possible, but not to exceed one and one-half (1½) hours following notification of the negative test result by the Company, by telephone. Failure to return to work within one and one-half (1½) hours following notification will result in the forfeiture of any additional reimbursement pay accumulation and the imposition of appropriate points under the Company's absenteeism program that an employee would receive if called in prior to the start of their shift.
- (f) Employees who are off work for alcohol use or substance use treatment must contact Human Resources weekly regarding their return-to-work status.

Section 4 - Personnel Action.

When employees on their own advise the Company that they have a problem, or when an employee is found to have this problem via testing as per Section 3, the Company will undertake the following:

- (a) Schedule a meeting between the employee, Nurse and Supervisor to document the problem and the Union shall be present if requested by the employee.
- (b) Refer to counselor or physician for specific treatment program.
- (c) If the employee accepts the guideline program outlined by a counselor or physician (and remains free from the use of the substance), the Company assures him there is no penalty for accepting help. However, the bottom line must be his ability to return to consistent and acceptable work performance and remain free from abuse of these substances.
- (d) If the employee refuses the offer for whatever counseling, therapy or hospitalization that is recommended by a physician, the employee will be disciplined up to and including discharge, depending on the circumstances.
- (e) The purpose of this program is to encourage employees who have a substance abuse problem to voluntarily seek professional help in dealing with, and overcoming, such problem before it becomes a problem in the workplace and puts their job in jeopardy. It is recognized, however, that there must be a reasonable limit to the number of times that substance abuse workplace problems can be tolerated and, also, a reasonable limit to the number of times an employee can voluntarily go through drug rehabilitation treatment. This is based on the fact that employees cannot be permitted to continue employment under the Drug Free Workplace Act, or the Company's obligation to provide a safe workplace, if they continue to have substance abuse problems after having been given a reasonable chance to rehabilitate. Any employee who has a substance abuse related problem in the workplace a second time and

fails a drug or alcohol test within fifteen (15) years of the first failed drug or alcohol test shall be terminated. Additionally, any employee who has substance abuse problems and seeks treatment a total of three (3) times - any combination of voluntary or Company required - shall be terminated.

Section 5.

A joint Union and Management Substance Abuse Awareness Committee will be formed to promote substance abuse awareness in general, to discourage substance abuse and to educate employees concerning help that may be available to those with substance abuse problems. This committee shall be made up of an equal number of Union and Management representatives (at least two of each) who shall meet periodically (at least quarterly) to discuss and identify and propose effective means which can be implemented at Conco towards these ends.

ARTICLE XXVI

Duration and Termination

Section 1.

This Agreement shall become effective the 8th day of February 2022 and shall continue in effect through the 31st day of January 2025. Thereafter, it shall renew itself for yearly periods unless written notice is given by either party to the other not less than sixty (60) days but not more than seventy- five (75) days prior to the expiration date or any extension thereof that it is desired to terminate or amend the Agreement. If negotiations are not completed prior to the expiration date, this Agreement shall terminate unless extended by mutual agreement of the parties.

In witness whereof the parties hereto have set their hands this 8th day of February 2022. This Agreement is subject to the ratification of the local Union membership and approval of the International Union in accordance with its constitution.

UNITED STEEL, PAPER and FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS UNION

In witness whereof the parties hereto have caused this Agreement to be executed by their duly authorized representatives:

Conco, Inc.

**United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial and Service
Workers International Union,
AFL-CIO-CLC**

Brian Hoover, Executive Director of Operations

Thomas Conway, International President

Norma Ward, Director of Human Resources

John E. Shinn, International Secretary/Treasurer

Dr. McCall, Int'l Vice President (Administration)

LOCAL UNION COMMITTEE:

Kevin Mapp, Int'l Vice President (Human Affairs)

Justin Herthel, Unit President LU 1693-06

Larry R. Ray, District 8 Director

Robert Burnam, Unit Griever LU 1693-06

Roger McGinnis, Sub District Director

Gordon Nichols, Staff Representative

APPENDIX "A"

The following classifications are those in use on the effective date of this Agreement and rates effective February 1, 2019 between the Company and the United Steel, Paper, Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Services Workers Union.

The rates as listed indicate the following wage increases:

Effective February 8, 2022 a 3% increase applied to all wage rates in Appendix "A"

Effective February 1, 2023 a 3% increase applied to all wage rates in Appendix "A"

Effective February 1, 2024 a 3% increase applied to all wage rates in Appendix "A"

New Hire Wage Rate: Effective February 8, 2022, the hourly rate for Assembler new hires will be \$17.00 per hour plus incentive. The Company reserves the right to change this rate as conditions change. After the 120-day probationary period, New Hires will be paid full rate.

APPENDIX "A"

Incentive Rate Jobs - Hourly Rate

	<u>02/01/21</u>	<u>02/08/22</u>	<u>02/01/23</u>	<u>02/01/24</u>
Assembler	16.81	17.31	17.83	18.36
Utility Person (Incentive)	18.35	18.90	19.47	20.05

Non-Incentive Jobs - Hourly Rates

	<u>02/01/21</u>	<u>02/08/22</u>	<u>02/01/23</u>	<u>02/01/24</u>
Shutdown Laborer	20.04	20.64	21.26	21.90
Janitor	20.16	20.76	21.38	22.02
Deburr Operator	20.89	21.52	22.17	22.84
Spray Painter	20.90	21.53	22.18	22.85
Forklift Operator	20.95	21.58	22.23	22.90
Salvage Person	20.95	21.58	22.23	22.90
Ship/Rec/Truck Driver	21.19	21.83	22.48	23.15

Rework Welder	21.19	21.83	22.48	23.15
Strip Room Attendant	21.19	21.83	22.48	23.15
Q. A. Inspector	21.22	21.86	22.52	23.20
Q.A. Calibration Inspector	21.72	22.37	23.04	23.73
Special Assembler	22.78	23.46	24.16	24.88
Robot Tech	23.07	23.76	24.47	25.20
Paint Attendant	23.69	24.40	25.13	25.88
Automated Line Tech	23.82	24.53	25.27	26.03
Utility Person A	23.97	24.69	25.43	26.19
Industrial Maintenance "A"	25.36	26.12	26.90	27.71
Process Tech	25.69	26.46	27.25	28.07
Tool & Die	26.76	27.56	28.39	29.24
Electrical Industrial Maintenance "A"	34.69	35.73	36.80	37.90

- (1) Lead person pay will be established at 5% above the rate for the same classification.
- (2) Trainee Jobs will be established at 10% below the rate for the same classification.
- (3) Tool allowance of \$.25/hour continues for the balance of this contract. The following employees in Dept. 44 will also be eligible for the tool allowance: Press Operator A, Maintenance and Tool & Die.
- (4) “Re-Use” work will involve containers to be prepped for re-use without paint stripping and painting (refurbishment). Such work may include washing, vacuuming interior, blocking out certain old stencil information, replacing the old gasket/screws and preparation for shipping. Some containers may require localized rust removal and touch-up.
- (5) “Grandfather” current Utility on an hourly rate of pay basis for so long as such utility persons remain in the Utility Person job classification. Any employee entering Utility classification after the

effective date of the new Agreement, will be paid on an incentive basis, in accordance with the terms and provisions of the new Agreement. There will be no "A or B" only incentive Utility.

- (6) Automated Line Attendants may be assigned to perform Utility work on other production equipment so long as they do not displace or replace any Utility Operator also performing such work and that the Automated Line Tech job classification will be appropriately modified to reflect this change.

MEMORANDUM OF UNDERSTANDING

This letter is hereby attached to and becomes part of the bargaining agreement. Standards for the previous container products M13A2 and M18A2 will be established as follows:

1. Assembly of M13A2 and M18A2 - 3,620 units per 8 hour shift for 22 assembly and 8 finishing employees.
2. Present punch press rates will remain in effect for M13 and M18 parts subject to provisions of Article XXII, Paragraph C.
3. The cover assembly and cover finishing will be separate stations.
4. Changes in production rates will be handled in accordance with Article XXII, Paragraph C.
5. Allowable downtime will be determined as a percentage of the restudy station capacities.
6. Should Conco not produce any product for a period of twenty-four (24) months, a new soundly engineered standard will apply.
7. Container and Cover pay points.
 - A. Under normal operations, the Company will pay:
 - 1) Container fabricators and finishers for completed units on the truck.
 - 2) Cover fabricators for completed and leak tested units in baskets.
 - 3) Cover finishers for all finished covers.
 - B. Any breakdown in the Wash Line, Conveyer or equipment beyond the leak test station will be paid according to the following procedure:
 - 1) When such breakdown occurs, all containers through the leak test station will be stacked in a designated area. Assemblers will continue work, at the Company's discretion, until a maximum of 1,500 containers have accumulated.
 - 2) The pay point under the above circumstances will be as follows:
 - a) If shift is sent home, the pay point will be containers on the truck and containers, which have accumulated in the designated areas.

- b) If work is resumed during the same shift, the pay point will be the same as 2(a) above; however, employees will be required to help load and finish these containers in accordance with excess capacity charts without additional incentive compensation. Excess capacity will be expressed in units per hour of conveyer travel based on an 8-hour shift.
 - c) Whenever normal operations resume, subsequent shifts will be paid for all containers on the truck, less any of the stacked containers, which had been paid for on preceding shifts (i.e., the Company will pay for containers only once).
 - d) Cover finishers will be paid for finished covers at the end of the shift and straight time for breakdowns.
 - e) Cover fabricators will not be affected by conveyor breakdowns. Any truck screening of reject products due solely to operator performance will be paid at base rate.
8. The group sizes contained in the CONTAINER RATE OF PRODUCTION CHART' includes all production personnel engaged in the fabrication and finishing of containers commencing with the body roll. The figures not in parenthesis represent a negotiated standard that does not reflect sound engineering practices. Should there be a disagreement on the engineered standard, such disagreement will be subject to the standard protest procedure.
9. Rework Welders, Paint Attendants, and Lift Truck Operators are not included in above group sizes.
10. Should there be changes in the tools, feeds and speeds, equipment, methods, material and design, such changes will be related to the engineered standards. If such changes would result in an increase in production, the numerical difference in the charts will be maintained. Should changes result in a decrease of allowable time, such decrease will not be reflected in the applicable standards until it is below 3,620 cans.

MEMORANDUM OF UNDERSTANDING OF LEADPERSONS

The Company and the Union hereby set down their Agreement on the use of Lead persons as follows:

1. Employees classed as Lead persons at the time of ratification of this Agreement, will continue as Lead persons for the present.
2. The creation of Lead person positions, the appointment and selection of employees to Lead person positions, and cancellation of Lead person positions shall be at the discretion of the Company.
3. Lead persons will be expected to perform the normal duties of the base classification, as well as other duties such as training, layout, leadership, etc.
4. Lead persons will not be appointed unless there is at least one (1) other employee in the base classification so that a Lead person will have a unit employee to lead. Lead persons will not be appointed for the purpose of showing favoritism to certain employees, such as means of increasing pay, etc.

5. In the event of a reduction in force or recall from layoff, Lead persons shall have no special seniority privileges within the base classification.
6. Lead persons shall be paid 5% over rate while they remain Lead persons.
7. The Lead person's job is a probationary job having no return rights and a Lead person cannot be bumped at shift preference time or bump and retain his Lead person title.
8. On the day a Lead person is appointed, the Union shall be notified.

MEMORANDUM OF UNDERSTANDING – UNION DUES

With respect to the deduction of union dues, effective the first full pay period of the new collective bargaining agreement, it is agreed that two separate deductions will be made from employees' weekly paychecks. The first will be an amount equal to an employee's weekly earnings multiplied by 1.45%. The second will be an amount equal to \$.02 per hour for all full hours included in total earnings. Reimbursement for payments over the maximum dues permitted will be handled in individual cases by the Union.

Both parties recognize that there are limitations to what the Conco payroll system can accomplish. If a change in dues creates an undue burden upon Conco's payroll system, the Union agrees to meet with Conco's personnel people to work out acceptable alternatives.

MEMORANDUM OF AGREEMENT

It is hereby agreed between Conco, Inc. and United Steel Workers, Local 849 that the following language will be used concerning Weekend and Holiday Overtime.

“Weekend and Holiday Overtime: For all Weekend and Holiday overtime, equalization on classified jobs only will be maintained between employees in a classification across shifts for work within the classification. All Weekend and Holiday overtime on non-classified jobs will be equalized between employees by shift, with the Company rotating the time between the shifts operating in the plant.”

This Memorandum becomes effective upon signing by both parties and approval of membership.

This is signed this _____ day of _____, 199__

Conco, Inc.

USW Local 849

Robert C. Corcoran

Patsy L. Tharp, President

MEMORANDUM OF AGREEMENT

Based on changes in the period for taking vacations and in the pay-out of vacation pay entered in the contract on 3/1/04, the practice of drawing vacation pay early (prior to first week in July) will cease.

MEMORANDUM OF AGREEMENT

It is agreed that there is no classification entitled "Floater". Floaters are in the Assembler Classification.

MEMORANDUM OF AGREEMENT

This letter is hereby attached to and becomes part of the Collective Bargaining Agreement to document certain issues concerning Maintenance overtime.

- I. It is agreed that the junior Maintenance employee in the classification shall not be forced to work overtime more than 3 (three) consecutive occurrences, and that on the 4th such occurrence, the next senior available employee in the classification shall be forced to work such overtime and daily occurrences and weekend occurrences shall be maintained separately such that the junior employee will not be forced to work more than 3 (three) daily overtime forcing occurrences nor 3 (three) weekend occurrences. The individual forced to work such overtime will enter the date and number of hours worked on the appropriate list (either daily or weekend) and supervision will refer to this list in assigning forced overtime.
- II. The Company, on a trial basis, will schedule Mechanical Maintenance employees to start at 5:00 a.m. and 6:00 a.m. (rather than 4:00 a.m.) in an effort to reduce the "stagger" of the Maintenance work schedule to facilitate more effective overtime distribution. All parties understand this is a trial basis only and Maintenance schedules must ultimately be set to meet the Company's Maintenance requirements.
- III. Maintenance supervision will try to arrange end of shift overtime before any "early starters" leave for the day. This effort is intended to make end of shift overtime distribution more effective.

MEMORANDUM OF AGREEMENT

The Company and Union agree that Bargaining Unit employees, covered by this agreement, will not be forced to Preferred Jobs if there is a probationary / temporary employee available in the department to do such work. If probationary / temporary employees are brought into the plant when there are seniority employees forced on preferred jobs, such forced employees desiring to come off the forced preferred jobs may express that desire to their supervisor in writing and they will be removed from the forced job within one (1) working day from their request. The union shall be given a copy of all employees requesting such a move. Any Bargaining Unit employee

forced to accept a preferred job, by this agreement, who is subsequently replaced by a probation / temporary employee shall be assigned to the floater group per Article XX, Sub-section (d).

EMPLOYEE SAVINGS PLAN

See Article XVII regarding the 401K Savings Plan Revisions effective July 1, 2007. The Company has established a 401(k) savings plan based on discussions between the Union and the Company in the August 1992 Collective Bargaining Agreement. This plan is intended as a vehicle for employees to save for retirement on a pre-tax, payroll deduction basis. Both parties recognize the benefits of this type of plan to all employees. This type of plan requires compliance with both the Employment Retirement Income Security Act (ERISA) and the Internal Revenue Regulations regarding design, implementation and administration.

The Company will provide quarterly reports on the performance of the available funds.

The Company paid the development and implementation costs and is paying the on-going administration and maintenance costs of this plan.

The Company agrees to continue this plan so long as costs and the administration efforts remain reasonable in line with the current requirements.

STATEMENT FOR THE MINUTES

The Union bulletin board will be removed from the current location in the old lunchroom to a move appropriate location.

OTHER AGREEMENT

The Company agrees to allow one representative of the Union to attend the Kentucky Labor Management Conference and the Company further agrees to pay the employee for the hours of his / her lost wages for one week to attend this conference – not to exceed 40 hours pay for this employee at their straight time pay rate. It is further agreed that management shall have the right to attend such conference.

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