

AGREEMENT

Between

Weller Ice, LLC dba Vogt Ice, LLC

and

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

On behalf of

**Local 1693-03
District 8**

March 25, 2024 – March 26, 2028

INDEX

| | Page No |
|-----------------------------|---------|
| Arbitration | 12 |
| Bargaining Unit | 1 |
| Breaks | 14 |
| Bulletin Boards | 7, 26 |
| Call-In Pay | 13 |
| Canvassing | 7 |
| Continuation of Job | 15 |
| Discharge and Discipline | 11 |
| Duration of Agreement | 26 |
| Future Conferences | 24 |
| Funeral Pay | 23 |
| Grievance Procedure | 11 |
| Holidays and Holiday Pay | 19, 20 |
| Hours of Work | 13 |
| Insurance | 26 |
| Insurance Agreement | 28-33 |
| Job Bidding/Posting | 7 |
| Job Codes & Classifications | 16 |
| Job Transfers | 8 |
| Jury Duty | 22 |
| Layoff | 9 |
| Leaves of Absence | 17 |
| Lockout | 4 |
| Management's Rights | 3 |
| Maintenance of Membership | 1 |
| Merit Increases | 17 |
| Miscellaneous | 24 |

| | |
|--|------------------|
| Overtime | 14 |
| Plant Shut Down | 10 |
| Probation | 5 |
| Purpose and Intent | 1 |
| Recall | 9 |
| Reduction in Hours of Work | 9 |
| Safety and Health | 23-25 |
| Safety Glasses | 23 |
| Scope of Agreement | 4 |
| Seniority | 5 |
| Seniority - Definition and Application | 5 |
| Seniority Lists | 6 |
| Shift Differential | 16 |
| Shop Stewards | 3 |
| Strike | 4 |
| Temporary Employment | 10 |
| Training | 5 |
| Union Recognition | 1 |
| Vacation and Vacation Pay | 21 |
| Vogt Investor Plan (401K) | 26 |
| Wage Rates | Exhibit A-1, A-2 |

BASIC AGREEMENT

This Agreement, dated March 25, 2024, is between Weller Ice, LLC dba Vogt Ice, LLC which is located at 1000 W. Ormsby Avenue, Louisville, Kentucky, (hereafter “the Company”) and The United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Services Workers International Union, AFL-CIO-CLC (hereafter “the Union”).

Article 1. Purpose and Intent

The Company and the Union agree that they have common interests and obligations in maintaining the viability of the business, so as to promote job security for all, by the following:

- achieving good and cooperative relations;
- continuous improvement, communication, training & education, and leadership;
- realizing maximum quality and productivity;
- ensuring the safety of Employees and the cleanliness and protection of property;
- maintaining continuous quality service to our customers; and
- working together to overcome problems and difficulties.

The parties will cooperate fully to secure the advancement and achievement of these purposes, which, in turn, will promote mutual success and survival.

Therefore, it is the intent and purpose of the Union and the Company to enter into this Agreement to promote their mutual interests and set out the rates of pay, hours of work and conditions of employment to be observed and to provide a procedure for prompt, fair adjustment of grievances.

Article 2. Union Recognition

Section 1: The Company recognizes the Union as the exclusive bargaining agent with respect to rates of pay, hours of work and other conditions of employment, for all production and maintenance employees at its plant located in Louisville, Kentucky, but excluding all office, clerical employees, all professional employees, all guards, and supervisors as defined in the National Labor Relations Act, as amended, hereafter the “Bargaining Unit.”

Section 2: A person whose regular job is not in the bargaining unit will not work on any job for which rates are established, with the following exceptions:

- to train and instruct Employees on new or changed operations;
- to evaluate work standards;
- to protect the safety of Employees and equipment;
- to perform research or development work;

- utilization of a forklift by properly licensed personnel for non-production related activities (list of names to be provided to Union); and
- to assist in production activities when necessary, but not to such extent that a bargaining unit employee is laid off.

Section 3: “Employee” is defined as an employee of the Company working within the Bargaining Unit. A “Sharing Unit” shall mean a defined group of employees performing like functions, skills, or similar work (e.g., all welders will be part of the same Sharing Unit for the purpose of assigning overtime). Sharing units will be defined by the Company and displayed on the overtime roster.

Section 4: It is the continuing policy of the Company and the Union that the provisions of this Agreement shall be applied to all Employees without regard to race, color, gender, age, religion, national origin, handicap, disabled veterans and veterans of the Vietnam era. It is also the continuing policy of the Company and the Union that all Employees shall be provided a workplace free of harassment. The Company recognizes and will not interfere with the right of its employees to become members of the Union.

Section 5: 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, representatives, or members will interfere with, restrain or coerce any employee for the purpose of encouraging membership in the union, or engage in any union activities on Company property during working hours except as expressly permitted by this Agreement or required by law.

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.

Section 6: For the convenience of the Union and its members, the Company agrees that during the term of this Agreement and subject to all the provisions of this Agreement, it will deduct from the weekly wages for those employees who are members of the Union and who shall voluntarily execute an authorization form, all Union dues and initiation fees as shall be certified from time to time by the Union to the Company as being due and owing by such employees. The Company agrees to remit any amounts deducted to the International Secretary-Treasurer of the Union no later than the week following the week in which such amounts are deducted.

It is understood that any authorization of union dues deduction may be revoked annually within fifteen calendar days prior to and fifteen calendar days after each anniversary date of this Agreement by an employee upon written notice to the Company and the Union.

The Company will supply to the Union with the monthly dues remittance a list of names, addresses, job classifications, current wage rates, Social Security numbers and actual dues deductions for employees who have executed a Union dues deduction authorization form. The list will be forwarded to the Union's International Secretary Treasurer and Staff Representative of the Local Union.

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 2, Union Recognition, Sections 5 and 6 - Union Security of the March 21, 2016 through March 22, 2020 collective bargaining agreement regarding union membership and union dues checkoff will replace the language in this Article 2, Sections 5 and 6 effective for the term of the successor Agreement.

Section 7: The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall 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 this Article, or in reliance on any list, notice or assignment furnished under any of such provisions.

Section 8: The choice and removal of Shop Stewards is a function of the Local Union, which shall inform the Company in writing of the names of the Employees designated as Shop Stewards and shall promptly notify the Company of any changes. The Shop Stewards and Local Union Grievance Committee selected by the Union will handle any Grievances, which may arise between an Employee and the Company. The selection of an Employee as Shop Steward does not relieve the Employee from carrying out his duties as an Employee in the same manner as expected for all other Employees.

Article 3. Management's Rights

Section 1: The management of the Company's business generally, its plant and the direction of its working forces, including but not limited to the rights to:

- hire;
- determine or change job classifications;
- establish and enforce work and safety rules, and company policies;
- assign work;
- suspend, transfer or discharge Employees for proper cause;
- relieve Employees from duty because of lack of work or for other legitimate reasons;
- outsource work;
- and make determinations as to which sharing units will be retained and / or reduced in the event of reduction of workforce; and
- assign work among and between employees consistent with the agreement;

is vested exclusively in the Company, provided the provisions of this Agreement are not violated. All other rights of management are also expressly reserved, even though not listed above, unless they are limited by some other provisions of this Agreement. The

rights of management which are not limited by provisions of this Agreement are not subject to the arbitration procedures of this Agreement.

Section 2: Should the Company not exercise any of its rights, or exercise them in a particular way, nothing in this Agreement shall be construed to have waived such rights, or preclude the Company from exercising them in some other way, or at some later date.

Article 4. Scope of Agreement

Section 1: Since during the negotiations which resulted in this Agreement, the Union and the Company each has had the unrestricted opportunity to present demands and proposals on any matter subject to collective bargaining, they agree that during the period of this Agreement neither party shall be obligated to bargain with respect to any subject, whether referred to or not in this Agreement, except as specifically provided in this Agreement.

Section 2: This Agreement sets forth the entire agreement of the parties with respect to the subject matter of this Agreement, supersedes all existing agreements between them concerning that subject matter, and may be modified or amended only by a written instrument signed by authorized representatives of each party.

Article 5. No Strike and No Lockout

Section 1: During the term of this Agreement, the Grievance procedure provided in this Agreement shall be the sole and exclusive means of settling any Employee and/or Union Grievance with the Company relating to the application of this Agreement. Therefore, the Union and the Employees will not instigate, promote, sponsor, engage in nor condone, either actively or passively, any strike, sympathy strike, slowdown, sit down, boycott, refusal to perform work or any other kind of work stoppage or other interference with the operation of the Company. This Section is binding on the Union, its officers, stewards, members, and other representatives, individually and as members of the Union.

Section 2: Upon notification that any activity prohibited under Section 1 has occurred or is occurring, the Union shall immediately by personal contact (or a good faith effort to personally contact) order all Employees back to work and take other reasonable affirmative steps possible to restore production and to terminate and prevent such activities on the part of any Employee(s).

Section 3: The Company shall have the right to discharge or otherwise discipline any Employee who violates Sections 1 and 2 of this Article. Any Union Employee representative who engages in, or fails to fulfill his obligations as enumerated in this Article, is subject to disciplinary action up to and including discharge.

Section 4: The Company may, in administering discipline, including discharge, for violations of this Article, distinguish between leaders and other participants if it deems appropriate.

Section 5: The Company's right to discharge or otherwise discipline an Employee under the provisions of this Article shall not be subject to the grievance procedure and

arbitration. The sole issue subject to arbitration shall be whether the Employee engaged in the prohibited activity.

Section 6: The Company will not engage in any lockout during the term of this Agreement.

Article 6. Probation

Section 1: All new employees will be on probation for ninety (90) days of actual work from the date of hire. The Company may transfer a Probationary Employee at its discretion without affecting the status of a Regular Employee or discharge him at its discretion. If he is retained after the probationary period, he becomes a Regular Employee and has seniority from the date of hire.

Section 2: The probationary period is part of the Company's Employee selection process and the hiring or retention of any Probationary Employees is solely at the Company's discretion. Probationary Employees do not acquire seniority during the period that they are on probation and may be terminated without recourse to the provisions of this Agreement.

Article 7. Training

Section 1: In the event that Employees within a specific sharing unit are not qualified to perform all duties within their sharing unit, the Company will make a reasonable effort to train the Employees on the skills they are lacking and give them an opportunity to pass a performance test, where required. Training will be initiated on the basis of seniority. If after reasonable effort to train, the employee cannot satisfactorily perform the skill, the Employee will be placed at the bottom of their Sharing Unit Seniority, with respect to training.

Section 2: Employees who wish to make opportunities available to themselves for job promotions and temporary transfers may use Company equipment to practice needed skills on their own time in order to prepare for testing. The Company will provide materials and guidance, as possible. Employees will notify their supervisor in advance of any practice or training time. To ensure the safety of Employees and equipment, the authorization of all training/practice requests cannot be guaranteed.

Article 8. Seniority

Section 1: The parties recognize that promotional opportunity and job security in the event of promotions, filling of vacancies, decrease of forces, and recalls after layoffs should generally increase in proportion to seniority. However, this shall not be interpreted to mean that seniority is to be the basis for the determination in such matters. Therefore, in recognition of the responsibility of management for the efficient operation of the plant, it is understood and agreed that in each of these matters, the factors to be considered will be defined in that particular article in this agreement.

Section 2: Seniority as herein used is defined as the length of the employee's continuous service with the Company and shall date from his most recent hiring date. The principle of seniority shall be applied only to the extent and in the circumstances and in the manner herein specified.

Section 3: A copy of the Seniority list shall be supplied to the Union and a revised list shall be supplied to the Union every six months.

Section 4: Seniority shall be lost and the employee shall be considered as terminated for any of the following reasons:

- a) If an employee quits;
- b) If an employee is discharged for just cause;
- c) If an employee is absent for three (3) consecutive scheduled workings days without notifying the Company and does not have a satisfactory excuse for the lack of notification;
- d) If an employee on layoff fails to report for work within five (5) days when recalled. This will be extended to ten (10) days for good cause;
- e) If an employee on leave of absence fails to report for work at the expiration of such leave of absence;
- f) If continuous absence due to disability or illness extends beyond the employee's seniority or beyond eighteen (18) months, whichever is less;
- g) If an employee is on continuous layoff due to lack of work for a period beyond the length of the employee's seniority or in excess of eighteen (18) months whichever is less;
- h) When it is proven that an employee has been employed by another company while on authorized leave of absence, he shall then be considered to have quit his job with the Company unless specifically allowed by mutual agreement between the Company and the Union; or
- i) If an Employee receives a permanent social security disability rating which prevents the Employee from performing the essential functions of his assigned position.

Section 5: Seniority or continuous service shall accumulate during all leaves of absence subject to the conditions of this Agreement.

Section 6: Any Employee who is a member of the Bargaining Unit who is transferred out of such Bargaining Unit to accept a non-Bargaining Unit position with the Company will retain the Seniority standing which he had accrued up to the effective date of such transfer out of the Bargaining Unit, if the Employee is transferred back within nine (9) months to an open position in the Bargaining Unit.

Section 7: Seniority for all Employees will be based on hiring order.

Article 9. Job Bidding

Section 1: When a permanent job vacancy occurs, the Company will first “Canvass” for that position, that is, provide senior employees on the same job, in the same sharing unit and within the same Department, but working another shift, the opportunity to change shifts.

Section 2: **When a new job is created** or a permanent job vacancy occurs in any department, it shall be posted for two (2) workdays. An Employee submitting a bid for the open position and who is selected to fill the open position will be notified of the selection within five (5) workdays after the posting is taken down. The Company will, within sixty (60) days thereafter, assign the selected Employee to the open position. Any increase in the selected Employee’s hourly rate in the new position will begin when the selected Employee is moved into the new position and begins work.

Those Employees desiring to be considered for the job opening will personally submit their bid to the HR department. The prerequisites for all job vacancies shall be posted on the bulletin board. In determining which of the bidding employees will be awarded the job, the Company shall follow the following procedure:

- A) An eligible Employee bidding on the job from the plant, including Employees currently on layoff from the posted position, which possesses all the Job Requirements and the ability to perform the work, will be awarded the job. If two or more bidders fulfill these requirements, seniority will govern.
- B) If there are no bidders who fulfill (A) above, the Company will consider the employee(s) who possess at least 80% of the Job Requirements, and the ability to perform the work. All bidders who fulfill these requirements will be viewed as equal and seniority will be the determining factor.
- C) Trainee positions, because of the nature of some jobs, will be awarded based on possession of the minimum Job Requirements and the ability to perform the work. If two or more bidders fulfill these requirements, seniority will govern.
- D) If an Employee, within three (3) working days up to sixty (60) working days fails to satisfactorily perform the job, the Employee shall be returned to his former job or the Employee may, within that time period, disqualify himself from that position.
- E) The Company agrees that when there are no qualified bidders and the job remains open for more than ninety (90) days, the Company will repost the vacancy for bid before hiring from the outside, unless the Company has tendered an offer to an external candidate, in which event no repost will be required.

Job Requirements are defined as the necessary skills and abilities as stated in the job description.

The 80% measure is not to be interpreted as 80% of the number of job requirements. It is the result of the weighted values of each Job Requirement possessed as compared to the total value. Weighted values will be established prior to job posting.

Section 3: The Company may cancel any job vacancy posting(s) during or after the two (2) day period if it determines that it no longer needs to fill the vacancy, or that the vacancy no longer exists.

Section 4: If there are no qualified Employees or eligible bidders among those bidding on the opening from the plant, the Company may, at its option, fill the opening by:

- recalling a laid-off Employee it determines can perform the existing job;
- employing a qualified New Employee; or
- awarding the job as a Trainee, using original list of bidders.

The beginning hourly rate applicable for a successful bidder, for a Trainee job posting or for a New Employee hired will be as is provided in Article 18.

Section 5: In the event that a new product is introduced, the Company may, at its discretion, limit the number of existing Employees awarded jobs associated with the new product to 10% of any particular Sharing Unit, during the first 6 months of manning for the new product. Thereafter, any job vacancy associated with the new product will be subject to the normal job bid procedures of the Agreement.

Article 10. Job Transfers

Section 1: When the Company determines that there is a temporary need for additional hours in any part of the plant, the Company, has the right to temporarily transfer any Bargaining Unit Employee.

Section 2: When filling temporary vacancies, the Company shall take into consideration:

- the efficiency of the operation;
- the safety of the Employees;
- the skills and the ability of the Employee to be transferred;
- the work to be performed; and
- the Employee's seniority within his classification, but will not require a senior qualified employee to take the temporary transfer, if it involves a shift change, or for a period longer than 10 working days when a junior qualified employee is available.

Section 3: When a temporary vacancy, which has been filled by temporary transfer, becomes a permanent vacancy, it shall be filled in accordance with the provisions of Article 9 of this Agreement.

Section 4: An Employee temporarily transferred shall be paid the higher of either the rate of his job or the rate of the job to which he is temporarily transferred.

Section 5: At the Company's discretion, it may offer temporary work to Union Employees in activities not defined as Union jobs. This does not affect the classification of these jobs or Employees.

Article 11. Layoff and Recalls & Reduction in Workforce/Hours

Section 1: The Company is always entitled to keep a qualified work force, subject to the terms of this Agreement.

Section 2: When a lay off occurs, the Company will provide to the Local Union the names of the Employees to be laid off three (3) working days prior to such reduction unless cancellation of orders, changes in customer requirements, breakdowns, accidents, acts of God or other circumstances beyond the Company's control making such notice impossible. Any questions or grievances arising from such reduction of forces shall be presented within the guidelines of the Grievance Procedure.

Section 3: When a layoff occurs in a sharing unit and qualifications, experience and the ability to perform the available work are equal, seniority will control. An employee, where the layoff occurs, displaced by the procedure set forth above, may first bump to any job which is either open or held by a junior employee for which the displaced employee has the present skills, experience, knowledge and ability to perform all essential functions of the work in question.

Section 4: An Employee may elect to be laid off from the plant instead of being demoted in a lay off. If he does so, the Company will notify the Employee to return to work only if work is available on the job from which the Employee was laid off. If the Employee wishes to return to work at any lower rated job to which he may be entitled, he must notify the Company in writing of his intention. He will then be recalled at the first opportunity to which his seniority, knowledge, and experience entitle.

Section 5: Employees recalled for work to the job from which they were laid off, shall be recalled in the inverse order of their layoff provided they can fully perform all essential functions of the work in question with or without reasonable accommodation.

Section 6: The Company will give notice of recall to an Employee by telephone call to his home. If the Employee(s) is not reached by telephone, the Company shall send the Employee a certified letter notifying him of the recall. It is the responsibility of all Employees, both Regular and on lay off, to provide the Company with current addresses and telephone.

Section 7: If the Company, at its discretion, desires to avoid a lay off in any or all Sharing Units, it may reduce the workweek by one workday, based on the Company's current daily work schedule for any one or more Employees. This reduced workweek may be in effect for up to ten (10) weeks per Employee per calendar year for sharing units of three

(3) persons or less and eight (8) weeks per Employee per calendar year for sharing units of four (4) persons or more, at which time the Company and the Union may mutually agree to extend the time period, or a layoff may occur as set forth in this Article. Any reduction of hours pursuant to this agreement shall not constitute eligibility of any Employee to displace a less senior Employee in any sharing unit.

Section 8: The Company may, at its discretion, shut down operations for the whole plant or any part of the plant for up to one (1) week up to three (3) times per calendar year, with at least ten (10) days prior notice to the Employees, except in circumstances involving acts of God, breakdowns, accidents, or other circumstances beyond the Company's control making such notice impossible. An announced shut down may be cancelled with a five (5) day notice to Employees. Should the Company fail to provide proper notice of cancellation, an Employee(s) with established plans for any or all of the intended shut down period that prevents the Employee(s) from reporting to work, the Employee(s) will not be charged attendance points for absenteeism during such period but will not be eligible to receive unemployment insurance. In the event that a Holiday(s) falls within a workweek selected for a shut down, one (1) of the three (3) shut down weeks may be observed in one (1) day increments.

Section 9: During any period of shutdown when work is required, the Company will make an effort to equitably distribute the work hours among the appropriate sharing unit Employees. The criteria for the selection of Employees to perform the required work will be: relative seniority, qualifications, and continuation of work.

Article 12. Temporary Employment

Section 1: The Company reserves the right to employ "Temporary Employees." A Temporary Employee is a person(s) who is employed for a temporary period of time not to exceed 120 workdays in a calendar year. A Temporary Employee will not be used when a qualified employee with seniority is on layoff if the person on layoff has the present skill and ability to replace the temporary employee. When work in the temporary position is no longer needed, the employee shall either be laid off or recalled to his/her original position, if work is available. No Temporary Employee will be assigned to work overtime until all available qualified bargaining unit employees requiring the overtime, have been offered the overtime. A Temporary Employee who is subsequently hired by the Company will have his time spent as a Temporary Employee counted toward completion of the contractual probationary period.

Section 2: A Temporary Employee shall not be considered an Employee, and his transfer or discharge shall be at the discretion of the Company and will not affect the status of Regular Employees. A Temporary Employee is not a member of the Bargaining Unit, shall not acquire seniority during his term of temporary employment and shall not have rights to promotional opportunities.

Section 3: A Temporary Employee will be paid at a wage rate not to exceed the highest wage rate in the Sharing Unit to which the Temporary Employee is assigned.

Article 13. Discharge And Discipline

Section 1: Employees may be discharged or disciplined by the Company for just cause, including without limitation in any way contributing to or committing any acts prohibited by the provisions of this Contract. The Company shall have the right to discipline or refrain from discipline for violation of this Contract or of its rules and policies. Any varying discipline for similar offenses shall be applied in good faith. In the case of a discharge, the employee shall first be suspended for five (5) work days and at the time shall be notified that he will be discharged at the end of such suspension. Within twenty-four (24) hours of the discharge of an Employee, the Company will give the Union in writing the reason for the termination and send such notification to the Employee's last mailing address on the Company's records or provide such notification personally to the Employee and the Union.

Section 2: During the period of initial suspension, the Employee/Union may request a hearing before the representatives of the Company, from which the Company shall decide whether the discharge shall be affirmed or revoked. All disciplinary action taken under the provisions of this Agreement shall be subject to the Grievance Procedure under the terms of this Agreement. Any grievance concerning discharge shall start at Step 3 of the Grievance Procedure.

Section 3: It will be cause for discharge if an Employee receives four (4) written warnings within a rolling twelve (12) month period for any cause or combination of causes, exclusive of the Company's attendance discipline under the Company's attendance policy. An oral warning, with written confirmation, will precede distinct categories of causes e.g., safety, work performance etc.

Article 14. Grievance Procedure

Section 1: The following Grievance Procedure shall be the only means used to settle all alleged violations of this Agreement.

Section 2: A "Grievance" is any dispute between the Union and the Company, or between an Employee and the Company concerning the interpretation or application of this Agreement. The Company and the Union shall encourage the direct and prompt settlement between the Employee and his immediate supervisor of any casual complaints arising in day-to-day operations. The Grievance Procedure is as follows:

First Step: The Employee will complete and sign a Grievance notification form and present it to their immediate supervisor within five (5) Workdays after the Employee's first knowledge of the occurrence causing the Grievance. Any Grievance not reported within five (5) Working Days is waived. The Shop Steward will meet with the Employee and immediate supervisor to try to resolve the Grievance verbally within 5 working days of receiving the grievance. The supervisor shall give his answer within three (3) Working Days of this meeting.

Step Two: If no agreement is reached in Step 1, the Grievance Committee will convert the grievance notification into a formal grievance and have a meeting with the Employee, the supervisor and the second level manager within five (5) Working Days of the First Step answer to try to resolve the Grievance.

The second level manager will give an answer within seven (7) Working Days of this meeting.

Step Three: If no agreement is reached in Step Two, the Grievance Committee will have a meeting with the Employee, if available, the supervisor, the second level manager, the third level manager, the local Union Grievance

Committee and the International representative within fifteen (15) Working Days of the Second Step answer to try to resolve the Grievance. The third level manager will give their answer within fifteen (15) Working Days of the meeting.

Section 3: The term “Working Days” as used in this Article means any day of work except Saturday, Sunday, and paid holidays or shut down time.

Section 4: At all times, Employees will observe the rules, policies, and procedures of the Company and follow the directions of Company supervisors. The only exception to the above is where any such rule, policy, procedure or supervisory instruction creates a dangerous working condition. The Union retains the right to grieve any discipline issued under this section.

Section 5: Time limits at any step of the Grievance Procedure may be extended by written mutual agreement between the parties.

Article 15. Arbitration

Section 1: The International Representative of the Union desiring to settle a grievance through arbitration, which was not settled within the procedures provided in Article 14, shall give the Company written notice of its intentions to arbitrate that grievance. Such notice shall be within fifteen (15) workdays after the date of the decision rendered by the Company executive, or his designated representative, as provided by Step 3 of Article 14. The International Representative of the Union upon requesting arbitration shall also, within this same fifteen (15) workday period, request from the Federal Mediation and Conciliation Service a panel of seven (7) arbitrators.

Section 2: Failure to request arbitration in writing within the fifteen (15) workday period shall be deemed a waiver of the right to arbitrate and the grievance shall be recognized as resolved.

Section 3: One arbitrator shall be selected from the list of arbitrators provided by the Federal Mediation and Conciliation Service. This selection will be obtained by the Company and Union each striking three names alternately and the remaining name left shall be designated as the impartial arbitrator.

Section 4: The arbitrator so selected shall at the earliest mutually agreeable convenient date set a hearing and then on said hearing date hear the testimony and evidence regarding such grievance. The arbitrator shall promptly decide the matter and reduce his findings and decisions to writing to which he shall assign his name.

Section 5: It is understood that the arbitration procedure is limited solely to disputes arising under the terms of this Agreement. The arbitrator in rendering his decision shall confine his decision to the grievance in question. The arbitrator shall be bound by the terms of this Agreement. The arbitrator shall not have the authority to add to, take away from, alter or vary from any of the provisions of this Agreement, nor shall he have the right to substitute his discretion for that of the Company in situations where the Company exercises its discretion under this Agreement.

Section 6: The decision of the arbitrator shall be served upon the Company and the Union and shall be final and binding on both parties.

Section 7: The arbitrator's fee and expense, as well as costs associated with the rental of a meeting room, shall be shared equally by the Company and the Union.

Section 8: In any dispute submitted to arbitration, the arbitrator shall be limited to rendering an award which is remedial and under no circumstances shall an Employee be made more than whole or receive back pay for a period prior to first filing a Grievance in writing and, furthermore, no award for back pay shall exceed the amount of wages the Employee would have earned at his regular wage rate less any unemployment compensation, or any other compensation from any source, that he was not receiving while working for the Company.

Article 16. Hours of Work

Section 1: This section defines the standard hours to be worked in a shift, a Normal Workday, or a Workweek and shall not be interpreted as a guarantee of hours per day or per week.

Section 2: The "Workweek" and payroll week shall be the period of time from 12:00am Monday to 12:00am the following Monday. A "Workday" is the twenty-four (24) hour period beginning with the start of the Employee's regular shift.

Section 3: Regular Straight Time Hourly Rate is defined for each Employee as his current hourly rate.

Section 4: Any Employee who is called in to work outside his/her regular working hours, except immediately prior to his regular shift, will be offered a minimum of four (4) hours of work, which may or may not be the work for which the call was made, or given four (4) hours of pay in lieu of work.

Section 5: Any Employee who reports to work in his regular shift without notice from the Company that there would be no work shall receive a minimum of four (4) hours pay,

unless the lack of work was caused by power failure, explosion, destruction of the premises, or any act of God.

Section 6: Employees whose Normal Workday consists of eight (8) hours shall have two (2) ten (10) minute breaks during each Workday. Employees whose Normal Workday consists of ten (10) hours shall have two (2) fifteen (15) minute breaks during each Workday. One break will be during the first half and the other during the second half of the work shift. Such breaks are time worked for the purpose of wage payment. The Company has the right to designate the times when Employees shall take their breaks, and the Company may designate different times for groups or individual Employees. The Company is not required to allow Employees to take breaks at particular times. Employees will be back at their workstations by the end of their break periods.

Section 7: The Company may at its discretion change the Normal Workday and Workweek time for any part of the Plant. A Normal Workday is defined as the number of hours scheduled per day not to exceed a total of forty (40) hours per Workweek.

Article 17. Overtime

Section 1: The Company shall have the right to require necessary overtime work.

Section 2: The Company will post and maintain an overtime distribution roster in a conspicuous place. The distribution of overtime shall begin with the effective date of this agreement and will be reset from zero annually on the contract anniversary date. No overtime under any prior agreement shall be reflected on the overtime distribution roster. Employees will be scheduled for overtime on the basis of their standing on the overtime distribution roster, provided they are qualified to perform the work. The roster will be kept in whole numbers, fractions of an hour will be rounded up/down to the nearest whole hour (<.5 rounds down, >=.5 rounds up). The roster is maintained on a weekly basis, therefore the rounding is applied to the Employee's weekly overtime total.

Section 3: Overtime will be distributed at Vogt Ice, LLC as equitably as possible, within the sharing unit, provided the Employee is qualified to perform a particular assignment. Overtime on weekends and holidays will be distributed within the sharing unit across all shifts, if the Employee can be contacted and the assignment will not cause a double shift. A double shift will be a shift that starts sooner than eight (8) hours after the end of the Employee's prior shift. Overtime will be offered within the sharing unit prior to looking elsewhere for a candidate. All overtime will be charged to the roster, whether the Employee was working in or out of their sharing unit. All hours worked on Saturday will be charged on the overtime roster whether paid at a time and half rate or not.

Section 4: An Employee will be charged for overtime offered to which the Employee is entitled, whether worked or not. Except under the following conditions:

- When an Employee is on Vacation or Jury duty
- When the Company cancels an overtime assignment for an Employee.

Section 5: New hires, Employees called back from layoff, or Employees moving to a new sharing unit, will be initially charged on the overtime roster one (1) hour more than the employee in the sharing unit with the greatest number of overtime hours.

Section 6: Where continuation of a job is necessary, overtime will not be offered in accordance with the overtime distribution roster.

Section 7: The Company will treat as time worked for overtime purposes, time lost from work by an employee due to funeral leave, jury duty, vacation, holidays or official union business approved in advance by the Company.

Section 8: Scheduled Overtime work will be posted no later than 2:00 o'clock p.m. two days prior to the scheduled overtime. If an Employee is absent on OT posting day, then the Employee will be considered "properly notified" when the Employee returns to work prior to the overtime. Daily overtime will be scheduled no later than the end of the previous Workday. If any Employee has prearranged a vacation day prior to the Overtime posting, for either the Friday or Monday, the Employee will be excused from working overtime on the Saturday and/or Sunday immediately following or preceding the pre-arranged vacation day, and will not be charged for the overtime scheduled.

Section 9: The normal Workweek includes forty (40) hours of work. Time and one-half shall be paid for hours worked in excess of the Normal Workday or for hours worked over forty (40) per week.

Section 10: Saturday work will be considered overtime work and will be paid for at one and one-half times the Employee's rate of pay for hours of time worked, as defined in Article 17 Overtime, Section 7, exceeding forty (40), except employees who have unexcused absences in the current Workweek will only receive the one and one-half times pay rate for hours worked on that Saturday which exceed forty (40) hours in that Workweek exclusive of daily overtime hours (no pyramiding of overtime).

Section 11: Time worked on Sunday will be considered overtime work and will be paid at double the Employee's rate of pay.

- If an employee is scheduled for both Saturday & Sunday work and the Employee is absent on Saturday, the Company may replace the Employee on the Sunday schedule, unless the Employee was unable to work the Saturday overtime due to a verified emergency. The Employee must contact his supervisor on Saturday during normal working hours to report his absence and to confirm his availability to work on Sunday.

Section 12: Time worked on a recognized holiday will be considered overtime work and will be paid at the rate of double the Employee's rate of pay. Except as set forth in Article 20 Section 5.

Section 13: Should an error be made in assigning scheduled overtime (exclusive of call-in; that is, same day overtime or off-site overtime assignment) the following procedure will be followed:

- An Employee denied an overtime opportunity, if aware of the error or with reasonable effort could learn of the error, must inform the Company of the error, in writing, by the end of the first shift, for first shift Employees, or for a second shift Employee, within thirty (30) minutes after the start of the second shift or for an Employee who was not present on the day the overtime was posted, but returns to work prior to the overtime being worked, then, within thirty (30) minutes after clocking in;
- The Company will pay the missed overtime to the Employee denied the overtime opportunity if the Company fails to correct the assignment after the error is properly called to the Company's attention, provided the Company is able to contact the Employee denied the overtime opportunity;
- If the Company is not timely notified of the error or is unable to contact the Employee denied the overtime opportunity, the Employee denied the overtime opportunity will be offered the next overtime assignment in his sharing unit, for which he is qualified, after the Company learns of the error or after the Employee is contacted; or
- If an Employee could not be aware of the overtime assignment error in advance of the overtime being worked, unless the Employee is on vacation, the Employee denied the overtime opportunity will be paid for the missed overtime when the Company is notified of the error but not later than the day the Employee returns to work following the overtime.

Section 14: When an employee is assigned to a vacant Sharing Unit which shares work with another Sharing Unit to which employees are presently assigned, the newly assigned employee will be charged with one (1) hour more than the employee with the highest overtime hours in the related Sharing Unit.

Section 15: An Employee will be scheduled for no more than two (2) consecutive mandatory Saturday overtime days. A third consecutive Saturday scheduled for an Employee will be voluntary. However, a subsequent consecutive Saturday(s) voluntarily worked by an Employee, will not cause the Employee to forfeit his right to treat a future subsequent consecutive Saturday, including the accompanying Sunday, as voluntary.

Article 18. Job Classifications and Wage Rates

Section 1: Shift Differential. A premium rate of fifty cents (\$.50) per hour will be paid for hours worked on the afternoon shift (2nd shift) and for hours worked on the night shift (3rd shift). Overtime work extending into another shift does not constitute qualification for the later shift's premium rate.

Section 2: The schedule of wages (straight time hourly earnings) attached hereto and marked (Exhibits A1 and A2 – Vogt Ice) shall continue and remain in full force and effect during the life of this Agreement. Should the Company create a new job classification or change the work requirements and qualifications for an existing present job classification during the term of this Agreement, the Company shall determine the classification under which the new or changed job classification will fall.

Section 3: When an Employee is awarded a job bid to a position equal to or greater than the Employee's current position, the Employee's rate of pay will not be less than the Employee's then current rate of pay.

Section 4: The beginning hourly rate for an Employee awarded a job posting for a Trainee position may, at the Company's discretion, be up to fifty (50) cents below the minimum rate established for the Classification, effective on the date the Trainee starts to work on the awarded job. Prior job experience will be considered to justify any higher starting rate than that stated in this section.

Section 5: A new Employee's starting rate may, at the Company's discretion, be up to fifty (50) cents below the minimum of the job into which they hire. The Company will give to new employees (and trainees) a fifteen (15) cent per hour automatic increase effective the Monday following their first twenty (20) days of actual work. Until a new employee reaches the minimum rate in the classification, he is in a learning period and his progress is to be reviewed for potential wage increases of at least fifteen (15) cents per hour, at least every sixty days after the automatic increase. After the employee reaches the minimum rate in a classification, wage increases of at least fifteen (15) cents per hour will be given as merited and consideration will be given at intervals of four (4) months.

Article 19. Leaves of Absence

Section 1: An Employee who has completed the probationary period may apply in writing for a leave of absence without pay for a period not less than one week and not over thirty (30) days. An extension may be granted in emergencies, upon a written request approved in advance. The request shall be received by the Company at least ten (10) Working Days in advance, unless compelling personal emergency, injury or illness, prevents it. Approval of these requests is in the Company's sole discretion and the Company will consider the nature of the reason for the request as well as the effect of the leave on production and the operation of the plant. This includes absences paid by the Local Union on behalf of Union Officials and elected delegates.

Section 2: An Employee is considered to be on leave of absence when bona fide illness or injury, documented by a physician, results in his absence from work for a period not to exceed Eighteen (18) months.

Section 3: The Employee shall accrue seniority during leave granted under this Article.

Article 20. Holidays and Holiday Pay

Section 1: This Agreement provides the following holidays:

2024

| <u>Holiday</u> | <u>Date</u> | <u>Day of Week</u> |
|------------------|-------------|--------------------|
| Good Friday | 03/29/2024 | Friday |
| Memorial Day | 05/27/2024 | Monday |
| Independence Day | 07/04/2024 | Thursday |
| Labor Day | 09/02/2024 | Monday |
| Thanksgiving | 11/28/2024 | Thursday |
| | 11/29/2024 | Friday |
| Christmas | 12/24/2024 | Tuesday |
| | 12/25/2024 | Wednesday |
| New Years | 12/31/2024 | Tuesday |
| | 01/01/2025 | Wednesday |

2025

| <u>Holiday</u> | <u>Date</u> | <u>Day of Week</u> |
|------------------|-------------|--------------------|
| Good Friday | 04/18/2025 | Friday |
| Memorial Day | 05/26/2025 | Monday |
| Independence Day | 07/04/2025 | Friday |
| Labor Day | 09/01/2025 | Monday |
| Thanksgiving | 11/27/2025 | Thursday |
| | 11/28/2025 | Friday |
| Christmas | 12/24/2025 | Wednesday |
| | 12/25/2025 | Thursday |
| New Years | 12/31/2025 | Wednesday |
| | 01/01/2026 | Thursday |

2026

| <u>Holiday</u> | <u>Date</u> | <u>Day of Week</u> |
|------------------|-------------|--------------------|
| Good Friday | 04/03/2026 | Friday |
| Memorial Day | 05/25/2026 | Monday |
| Independence Day | 07/03/2026 | Friday |
| Labor Day | 09/07/2026 | Monday |
| Thanksgiving | 11/26/2026 | Thursday |
| | 11/27/2026 | Friday |
| Christmas | 12/24/2026 | Thursday |
| | 12/25/2026 | Friday |
| New Years | 12/31/2026 | Thursday |
| | 01/01/2027 | Friday |

2027

| <u>Holiday</u> | <u>Date</u> | <u>Day of Week</u> |
|------------------|-------------|--------------------|
| Good Friday | 03/26/2027 | Friday |
| Memorial Day | 05/31/2027 | Monday |
| Independence Day | 07/05/2027 | Monday |
| Labor Day | 09/06/2027 | Monday |
| Thanksgiving | 11/25/2027 | Thursday |
| | 11/26/2027 | Friday |
| Christmas | 12/23/2027 | Thursday |
| | 12/24/2027 | Friday |
| New Years | 12/30/2027 | Thursday |
| | 12/31/2027 | Friday |

Each calendar year, these dates will be compared to the Local Government Holiday Calendar, conflicts will be reviewed and any needed adjustments will be communicated to the Bargaining Unit Employees by the end of first month of each calendar year.

Section 2: New Employees must have worked a total of twenty (20) days of actual work prior to the holiday to be eligible.

Section 3: To be eligible for Holiday pay, regular employees must have worked the scheduled workday before and after the Holiday, arranged for Vacation in advance, or have bona fide excused time off as defined in the Company's Absenteeism Policy. An Employee on medical leave of absence, who is otherwise eligible for Holiday pay, will be paid for the holiday if the employee has worked for the Company within the twenty (20) workdays preceding the holiday. A laid off employee, who is otherwise eligible for Holiday pay, will be paid for any Holiday falling within one (1) week of the employee's layoff.

Section 4: Holiday pay shall be paid at the Employee's straight time rate for the number of hours in the Normal Workday at the time the Holiday falls, but where a majority of bargaining unit employees work a ten (10) hour day at the time the Holiday occurs, all bargaining unit employees will be paid the Holiday on the ten (10) hour workday.

Section 5: In the event that a Holiday falls on a day that is not a Normal Workday, the Company may in its discretion either pay the Employee at his regular rate of pay for a Normal Workday in addition to his regular Workweek pay, or readjust the Holiday schedule so that the Holiday falls within the Workweek. If such readjustment to the Holiday schedule is to occur, the Company will post the changes two (2) weeks in advance of the Holiday.

Article 21. Vacation and Vacation Pay

Section 1: Each Employee qualifying for a vacation under Section 2 of this Article shall be entitled to a vacation with pay as follows:

| <u>Years of Completed Service*</u> | <u>Hours of Pay</u> |
|--|---------------------|
| 1 year of completed service | 48 |
| 2 through 5 years of completed service | 80 |
| 6 through 12 years of completed service | 120 |
| 13 through 24 years of completed service | 160 |
| 25+ years of completed service | 200 |

*An employee's vacation eligibility date is the first of the month following the month in which the employee was hired. Example: An employee who has completed 6 years of service on the employee's hire anniversary date will be eligible for 120 hours of vacation on the first of the month following the anniversary date when the employee begins their 7th year of service.

#After 6 months of employment, an employee may "borrow" time from the vacation time they are eligible to receive on their first anniversary of completed service. Any borrowed hours will be deducted from the hours that would be granted to the employee after their first anniversary of completed service. This "borrowing" of hours can only be done by employees between the beginning of their seventh month of employment and their one (1) year anniversary.

Section 2: An Employee is eligible for vacation if he meets the following criteria:

- Continuous service of six (6) months or more
- Active work during at least 27 of the 52 work weeks prior to the vacation eligibility date.

Active work time for purposes of Article 21 includes paid vacation, jury duty, and time lost for which Workers' Compensation is paid, for the vacation year in which the Employee went on Workers' Compensation and the vacation year in which the Employee returns to active work after being on Workers' Compensation.

Section 3: Vacations must be taken within the twelve (12) month period following eligibility. Vacations will be granted, as possible, for the time most desired by the Employee but the Company reserves the right to determine all vacation schedules in order to insure normal operations.

Section 4: Employees who have accumulated less than Five (5) points under the Company's Absenteeism Policy will be allowed to carry over up to forty (40) hours of unused vacation or be paid for up to forty (40) hours of unused vacation.

Section 5: Vacation pay for Employees will be computed at the Employee's Straight Time Hourly Rate of pay for each Normal Workday or Workweek of vacation. Shift premiums will be included in vacation pay calculations. Paid vacations will be considered as time worked for the purpose of calculating overtime compensation.

Section 6: **Partial Day Vacation:** Up to one week of vacation time, per calendar year, can be taken in two (2) hour increments, with notice given to the supervisor and approved by the supervisor prior to the start of the vacation time. The Company agrees that supervisory approval will not be unreasonably withheld.

Full Day Vacation: All remaining vacation time shall be taken in full day increments and must be scheduled in advance, prior to the end of the Employee's shift on the workday before the day of the vacation. The Employee must give notice to the supervisor and receive supervisory approval for the requested vacation. The Company agrees that supervisory approval will not be unreasonably withheld.

Planned Vacation: A day approved by the supervisor and scheduled before the end of the last shift worked prior to the Vacation starting.

Section 7: In the event of the death of an Employee, any earned but unpaid vacation for such employee will be paid to the employee's designated beneficiary.

Section 8: The Company will permit an employee to take up to one (1) full day of available vacation time on a call-in basis. An employee is entitled to take up to three (3) of these call-in vacation occurrences per calendar year. The employee will not be charged attendance bank points for those call-ins.

Article 22. Jury Service

Section 1: An Employee who is assigned to the day shift and is called for jury service shall be excused from work for the days on which he serves. However, when an Employee receives a summons to report only for afternoon jury service, the Employee shall be excused from work one and one-half hours prior to the reporting time for jury duty if the jury service is in the Metropolitan Louisville area. For afternoon jury service outside the Louisville Metropolitan area, the Employee will be allowed such additional time as is required to travel the additional distance. For this purpose, Metropolitan Louisville shall be defined as Jefferson County, Kentucky and Clark and Floyd Counties, Indiana. Such jury service shall be paid as provided in Section 4.

Section 2: An Employee who is scheduled to work the afternoon shift and serves on a jury past 2 p.m. shall be excused from working his shift that day and shall be paid in accordance with the procedure in Section 4. If the Employee is dismissed from jury duty before 2 p.m., the Employee will be allowed a reasonable time to report for work.

Section 3: An Employee who works the night shift and who is called for jury duty shall be excused from the work shift prior to serving, except when the jury service is in the afternoon. Pay for such service shall be in accordance with Section 4.

Section 4: When an Employee is summoned for service and is excused without serving, the Company will pay the Employee for the lost time, including a reasonable time in which to return to work. The Employee shall receive for each day on which he serves and would have otherwise worked, the difference between his regular hourly rate for the number of hours in the current Normal Workday, exclusive of overtime, and the amount received for such jury service. Any amount received by the Employee for expense, up to twelve dollars and fifty cents (\$12.50) per day, shall not be included in the computation of the payment differential. The Employee shall present proof of jury service and/or jury reporting and the amount of pay received therefore.

Article 23. Funeral Pay

In the event of a death in the Employee's immediate family, time off of up to three (3) consecutive eight (8) hour workdays (excluding Saturday, Sunday and holidays) at the employee's regular hourly rate will be allowed. Death in the immediate family shall be limited to the death of the employee's spouse and the employee's or the employee's spouse's father, mother, stepfather, step-mother, sister, brother, children (including legally adopted children), grandparents and grandchildren. The Employee will be required to document the reason for the requested bereavement time off and to attend the funeral or memorial service, which must occur within thirty (30) days of the date of death.

Article 24. Safety and Health

Section 1: The Company shall make reasonable and adequate provisions for the safety and health of its Employees at the Plant during the hours of their employment. The Company will comply with State and Federal safety and health laws. Protective devices and other equipment necessary to properly protect Employees from injury shall be provided by the Company in accordance with Plant operations. This includes providing welders with welding gloves as required, on an exchange basis. Employees who purchase prescription safety glasses will be reimbursed up to \$300.00 for the life of this Agreement. Prescription safety glasses must be purchased with permanent side shields. Employees will comply with all Company safety and health rules and practices. The Union and the Company will cooperate in encouraging Employees to observe safety rules and practices prescribed by the Company. Employees who purchase safety shoes will be reimbursed up to \$150.00 for the life of this Agreement.

Section 2: The Company and the Union will form a joint Company/Union safety committee with six (6) members, four (4) bargaining unit employees and two (2) employees from the Company's office. The joint safety committee will meet monthly at a time arranged at the convenience of the parties to discuss safety and health problems.

Section 3: All injuries received while at work for the Company must be reported immediately to the Employee's supervisor. If the Employee's supervisor is unavailable, the injury shall be reported to another member of management. Failure to immediately report such incidents may result in the claim being denied, subject to applicable law.

Section 4: If an Employee is unable to perform his work because of a compensable injury or disease covered by Workers' Compensation, the Company, in its sole discretion, may provide work he is capable of performing without undue risk to his own or others' safety or make reasonable accommodations in the Employee's regular job so that he may return to work.

Section 5: An Employee who is injured while at work for the Company during his regular shift and reports immediately for medical treatment and the physician certifies in writing on the date of the injury that the Employee is unable to return to his regular duties on that day, the Employee will be paid for the time lost for the remainder of his normal shift. If no time was lost on the date of the injury, should the problem from the same injury worsen before or after the Employee has reported to work within a period of five (5) calendar days, and a decision is made by a Company physician that the Employee is unable to return to work, the Employee will be paid for the lost time for the remainder of that day. Such pay, when applicable will be administered in accordance with the provisions of this article.

- a) If an Employee is at work and it is necessary that the employee go to a physician because of a prior Company related injury, the Employee shall be paid for the necessary time lost from his scheduled hours of work. However, it may not always be possible to schedule treatment or revisits to a physician on the shifts other than the day shift. When it is necessary to schedule an appointment with a physician during the hours of the shift on which the Employee is not working, no payment will be made to the Employee for the time required to visit the physician's office.
- b) Any time allowed for receiving medical attention in connection with a Company related injury will be at the Employee's regular hourly day rate of pay, including shift differential if applicable. Any time allowed for a work related injury occurring when an Employee is working on a Workday which entitles the Employee to premium pay or Holiday pay, will be paid at the premium rate applicable up to the time the Employee is released as being unable to work by a Company Physician. However, all time paid for but not worked from the time of being released through the balance of the Employee's normal shift will be paid at the Employee's regular hourly day rate exclusive of overtime premium pay.
- c) If an Employee is at work and is requested by the Company to visit a Company physician for an examination or treatment in connection with a prior Company related injury, the Employee will be paid for the necessary time lost from his normal hours of work that day and the necessary parking expense incurred by the Employee, if any. Pay for the time lost for this purpose shall be in accordance with Section 5 (b) above.
- d) However, none of the considerations referred to in this provision shall be made applicable for an Employee whom the Company refers to the Company's physician, and/or to the Employee's attending physician, to obtain a return to work examination opinion and statement because such Employee had failed to

make such arrangements with the Company contact person prior to the date on which he returned to work.

Section 6: Should a medical examination be required by the Company for any reason, the Employee shall be examined, at no cost to the Employee, by a physician selected by the Company.

Section 7: When an Employee is sent to a physician or hospital for a Company related injury, the Employee must obtain, and provide to the Company, a written statement from the attending physician which must state that the Employee is able, or that he is unable to return to work.

Section 8: Should an Employee disagree with the results of the above medical examination and should the Employee desire an examination by another physician, the Employee shall be examined by a physician selected by and paid by the Employee. If this does not resolve the disagreement, the question shall be submitted to a third physician who shall be selected by the Company's physician and the Employee's physician. The third physician shall be selected within five (5) days after the Union has notified the Company of a desire for the use of a third physician. Failure of the Company's physician or the Employee's physician to make himself available for consultation with the third physician within five (5) days after the third physician has completed his examination and notified the other two physicians that he has completed his examination and evaluation, will result in bypassing the unavailable physician, unless the party (Company or Union) should choose another physician and have him available within the five (5) day period after the third physician has notified the other two physicians that he has completed his examination and evaluation. The fees and expenses of the third physician shall be shared equally by the Company and the Union. The medical opinion by the third physician, after examination of the Employee and consultation with the other two physicians, shall decide the issue. The decision of the third physician will be given to the Company and the Union in writing.

Section 9: It is understood that one member of the Union's Grievance Committee may be present when an Employee discusses or processes a compensation claim with the Company representative.

Article 25. Miscellaneous

Section 1. The Company shall have the right to make and enforce reasonable work and safety rules for the conduct of its business. All additions and/or changes in work rules shall be printed and distributed to all Employees at the plant. It is understood that such rules will not abridge any provision of this Agreement. The Union shall have the right to question the reasonableness of the Company's rules through the Grievance Procedure.

Section 2: The masculine pronoun wherever used in this Agreement shall include the feminine pronoun.

Section 3: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions. Directive orders of the

President of the United States and/or any Federal, State or City law shall supersede provisions of this contract.

Section 4: Joint conference between representatives of the Company and the Union shall commence in Louisville, Kentucky about thirty (30) days prior to the ending contract date for the purpose of negotiating an agreement with regard to wages, hours and working conditions, and Insurance.

Section 5: The Company will provide the Union with a bulletin board to be used exclusively by the Union for the posting of notices dealing with Union concerns.

Article 26. Duration of Agreement

Section 1: This Agreement shall be effective as of March 25, 2024, and shall continue in full force and effect until 12:01 o'clock a.m. on March 26, 2028, and thereafter from year to year unless either party shall notify the other by certified mail not less than sixty (60) days prior to the expiration date of the Agreement, or any extension thereof, of any intention to modify, amend, or terminate the Agreement.

Section 2: If negotiations are not completed for a renewal of this Agreement by the termination date, or any anniversary date thereof, the Agreement may be extended by mutual agreement of the parties.

Article 27. Insurance

The Company and the Union have agreed on a separate Insurance Agreement which becomes effective and terminates on the same date as this Agreement.

- If, pursuant to any Federal or State law now in effect or which may become effective during the term of this Agreement, the Company is required to make contributions or pay taxes for the providing of any benefits or coverages which are already provided for under the Company's group insurance plan, then to the extent such benefits under any such Federal or State program would duplicate the benefits under the group insurance plan, the Company will be relieved of the obligation to provide such benefits under the group insurance plan.

Article 28. Investor Plan (401K)

The Company and the Union have agreed that Employees may participate in the 401K Investor Plan upon meeting the eligibility requirements. The Company and the Union agree that Employee contributions, up to six (6) percent made during the term of this Agreement will be matched by the Company at a minimum of twenty five (25) percent. The Company may, in its sole discretion, change the match, so long as it does not fall below twenty five (25) percent. Other details of the Plan can be found in the Employee Handbook.

In witness hereof, the Company and the Union have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

In witness hereof, the Company and the Union do hereby set their hands this 27th day of March, 2024.

Vogt Ice, LLC
1000 W. Ormsby
Louisville, Kentucky

United Steelworkers of America
AFL-CIO-CLC

By: _____
William Snyder, Sr, President/CEO

By: _____
Leo W. Gerard, International President

By: _____
Thomas Tracy, CFO

By: _____
Stan Johnson, Int'l Secretary-Treasurer

By: _____
Rose House, Sr.VP of Operations

By: _____
Thomas M. Conway, Int'l VP (Admin)

By: _____
Fredric D. Redmond, Int'l VP Human Affairs

By: _____
Ernest R. Thompson, Director, Dist. 8

By: _____
Joe Villines, Sub-District Director

Local 1693-03 Union Committee

By: _____
Gordon Nichols, Staff Representative

By: _____
Jacob Boston, Unit President 1693-03

By: _____
Timothy Crawford, Committee Member 1693-03

By: _____
Jonah Curtis, Committee Member 1693-03

INSURANCE AGREEMENT

This Agreement, dated 3/25/2024, is between VOGT ICE, LLC Company which is located at 1000 W. Ormsby Avenue, Louisville, Kentucky, (hereinafter the “Company”) and THE UNITED STEEL PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICES WORKERS INTERNATIONAL UNION, AFL-CIO-CLC (hereinafter the “Union”) for those Employees in the Bargaining Unit.

Section 1: Definitions

A. The terms “Company,” “Union” and “Employee” shall have the definitions set forth in the Agreement dated 3/25/2024, between the parties.

B. The term “Program” means the program of insurance benefits. It includes:

Life
Accidental Death and Dismemberment (A.D.& D.)
Accident and Sickness (Short Term Disability)
Travel Accident
Major Medical Insurance

C. The term “Dependents” means: **Applicable to Medical Insurance Only**

To be eligible to enroll as a Dependent, you must be listed on the enrollment form completed by the Subscriber, meet all Dependent eligibility criteria established by the Group and be:

- The Subscriber’s legal spouse as recognized by the state in which You live.
- The Subscriber’s or the Subscriber’s spouse’s unmarried children, including natural children, stepchildren, newborn and legally adopted children and children who the Group has determined are covered under a “Qualified Medical Child Support Order” as defined by ERISA or any applicable state law.
- Unmarried children for whom the Subscriber or the Subscriber’s spouse is a legal guardian or as otherwise required by law.

All enrolled eligible, unmarried children will continue to be covered until the age limit listed in the Schedule of Benefits.

Eligibility will be continued past the age limit only for those already enrolled unmarried Dependents who cannot work to support themselves due to mental retardation or physical or mental handicap. These Dependents must be allowed as a federal tax exemption by the Subscriber or Subscriber’s spouse. The Dependent’s disability must start before the end of the period they would become ineligible for coverage. The Plan must certify the Dependent’s eligibility. The Plan must be informed of the Dependent’s

eligibility for continuation of coverage within 31 days after the Dependent would normally become ineligible. You must notify us if the Dependent's marital or tax exemption status changes and they are no longer eligible for continued coverage.

The Plan may require the Subscriber to submit proof of continued eligibility for an enrolled child. Your failure to provide this information could result in termination of a child's coverage.

To obtain coverage for children, we may require that the Subscriber complete a "Dependency Affidavit" and provide us with a copy of any legal documents awarding guardianship of such child(ren) to the Subscriber. Temporary custody is not sufficient to establish eligibility under this Certificate.

Any foster child who is eligible for benefits provided by any governmental program or law will not be eligible for coverage under the Plan unless required by the laws of this state.

The Company may, as part of its health care plan election process, exclude an employee's spouse from Company group health insurance coverage, if the employee's spouse has coverage available through the spouse's employer. Implementation of such exclusion will apply to all affected plan participants.

Coverage Effective Dates and enrollment requirements are described in the Group Contract.

Any change in coverage will be in accordance with the insurance carrier's health certificate and Section 12 of this Insurance Agreement.

As referenced below and described in Schedule A and applicable plan documents. Availability of the coverage to Employees shall be as set forth in this Agreement, including without limitation to the provisions in Sections 3 and 8.

Section 2: Effective Dates

Effective the date of this contract, the date benefits shall be available to Employees, who on or after that date shall have been in the active service of the Company, is the 1st of the month following thirty (30) days of active service and who elect to participate in the Program, and make contributions, if any, which shall be payable by them as stated herein. Employees other than a new hire or an employee experiencing a qualifying event may only enroll in available programs during the Company's declared open enrollment period. "Per The Terms of Our Policy"

Section 3: Costs

The Company with the following exceptions shall pay the cost of the benefits under the Program.

- A. Employees shall pay the premiums, as set forth on Schedule A, attached hereto and made a part hereof.

- B. Employees not actively at work as hereinafter defined shall make contributions in accordance with the COBRA Act of 1985, or as amended, for Major Medical insurance.

Section 4: Participation

A. Each Employee other than temporary, part-time employees and employees regularly working fewer than thirty (30) hours per week, may be a participant in the Program per the provisions of the current Plan Providers.

B. No Major Medical, Dental/Vision, or Accident and Sickness benefits shall be payable to any Employee of the Company who incurs an illness or injury resulting from employment by another employer if the illness or injury is covered by Workers' Compensation.

Section 5: Administration

The Program shall be administered by the Company or through arrangements provided by it. The Company will continue to keep benefit records of individual Employees, maintain and distribute Summary Plan Descriptions, and, record changes in insurance classifications. Activities associated with payment of claims and contact with insurance carriers will be the responsibility of the participating employee. The cost to the Company of performing such work will not be charged against the Program.

Section 6: Benefit Coordinator/Choice of Carriers

All Company group insurance plans, both basic and major medical, shall have the standard coordination of benefits provision included in the group insurance policies, as normally and usually written by the insurance carrier. The Company may change insurance carriers/plans of any of its group insurance programs, so long as the insurance plans provided for the bargaining unit employees will be the same as those insurance plans which are provided for the Company's non-bargaining unit employees and such plans will be provided on the same terms and conditions.

The Company will meet with the Union no less than thirty (30) days prior to any change of its then current health insurance carrier and/or its healthcare plan(s) for the purpose of reviewing the proposed health insurance carrier and/or its healthcare plan(s) with the Union and in order to give the Union the opportunity to solicit alternative health insurance carriers and/or healthcare plan(s).

Section 7: Employees Who Cease Active Work and Continue Contributions

The provisions applicable to an Employee who ceases active work and continues applicable contributions are:

A. Layoff and Leave

(1) An Employee who is absent from work because of authorized leave of absence or layoff shall maintain eligibility for participation for Life, AD&D and Major Medical coverage with contributions required for the duration of the authorized leave or layoff. For laid off employees, Accident and Sickness coverage shall cease as of the last day worked. For those on authorized leave or involuntary layoff longer than the end of the initial month of layoff, eligibility for Major Medical benefits may be continued with contributions in accordance with the COBRA Act of 1985, or as amended.

(2) In order to maintain Group Health Insurance coverage while absent from work, an employee is required to pay his/her usual weekly insurance premium and must make appropriate arrangements with the Company to see that such weekly insurance premiums are received in a timely fashion.

B. Occupational Disability

An employee who is absent from work because of an occupational disability will have Life, AD&D, Accident and Sickness and Major Medical benefits continued until the Employee returns to work or the end of the month following the end of the week for which workers compensation wage reimbursement payments terminate, whichever is shorter, except that in no event shall such benefits exceed a maximum of one hundred four (104) weeks. Sickness and Accident coverage will terminate at the end of twenty-six (26) weeks following the date of occupational sickness or accident.

C. Non-Occupational Disability

An employee who is absent from work because of a non-occupational disability will have Life, AD&D and Major Medical coverage continued for a maximum of one year. Eligibility for Sickness and Accident benefits shall be maintained for a period not exceeding twenty-six (26) weeks, with appropriate premium contribution payments being made by the participating employee.

D. Permanent and Total Disability

A former employee who has left employment due to Permanent and/or Total Disability and provided he has completed at least ten (10) years of continuous service prior to the commencement of disability will have Life and AD&D benefits continued for a period not to exceed twelve (12) months. Sickness and Accident benefits shall be maintained for a period not to exceed twenty-six (26) weeks. Eligibility for Major Medical benefits shall be continued through a timely COBRA election.

E. Reinstated or Re-employed Employees

Employees reinstated or re-employed after a break in service not exceeding one year shall have Life, AD&D, Sickness and Accident and Major Medical Benefits automatically reinstated as of the 1st of the month following the date of return to active work.

Section 8: Failure of Carrier

The failure of any carrier or company to provide for benefits under the Program shall not result in any liability to the Company, nor shall such failure be considered a breach by the Company of any of the obligations that it has undertaken by this or any other agreement

with the Union. In the event of any such failure the Company will take immediate measures to provide substitute coverage.

Section 9: Disputed Claims

Any dispute regarding participant claims will be handled through the insurance carrier in accordance with any grievance process required by such insurance carrier. The Company will offer limited administrative assistance to provide appropriate contact information for an employee.

Section 10: Changes during Term

A. During the term of this Agreement neither the Union nor any of its officers or representatives nor any of the Employees shall:

(a) make any request that the Company increase insurance benefits for the Employees or their dependents, or

(b) make any request that the Company increase the wages of the Employees on account of or for use in paying the cost, in whole or in part, of any such program for the benefit of the Employees or of their dependents, or

(c) engage or continue to engage in or in any manner encourage or sanction any strike or other action which shall interfere with work or production for the purpose of securing any such increase or any other such action with respect to insurance, and during the terms of this Agreement the Company shall not have any obligation to negotiate or bargain with the Union with respect to any of the matters covered by this Section.

B. During the term of this Agreement the Company may change plans or carriers as necessary to maintain competitive coverage at competitive rates.

Section 11: Deduction of Premiums

The Company will arrange for the deduction of insurance premiums from the paychecks of active Employees for those electing to participate.

Section 12: Summary Plan Descriptions

The Insurance Programs will be included in the Benefit Plans Section of the Employee Handbook. The carriers will provide a detailed certificate of coverage to each participant that will govern such carrier's specific insurance coverages. Any issue or dispute with respect to insurance coverage or benefits provided under the group insurance policies will be resolved on the basis of the insurance contracts between the insurance carrier and the Company. The Company will not self-insure or otherwise guarantee or be required to provide any insurance benefits set forth in the specific insurance contracts.

Section 13: Medical Examination

When a life insurance carrier requires a medical examination as evidence of total and permanent disability, for the purpose of extended benefits without payment of premium, the Company will pay a reasonable fee to the examining physician.

Section 14: Term of Agreement

This Agreement shall become effective March 25, 2024, and shall remain in effect through 12:01 a.m. on March 26, 2028.

In witness hereof, the Company and the Union have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

In witness hereof, the Company and the Union do hereby set their hands this 27th **day of March, 2024.**

Vogt Ice, LLC
1000 W. Ormsby
Louisville, Kentucky

United Steelworkers of America
AFL-CIO-CLC

By: _____
William Snyder, Sr, President/CEO

By: _____
Leo W. Gerard, International President

By: _____
Thomas Tracy, CFO

By: _____
Stan Johnson, Int'l Secretary-Treasurer

By: _____
Rose House, Sr. VP of Operations

By: _____
Thomas M. Conway, Int'l VP (Admin)

By: _____
Fredric D. Redmond, Int'l VP Human Affairs

By: _____
Ernest R. Thompson, Director, Dist. 8

By: _____
Joe Villines, Sub-District Director

Local 1693-03 Union Committee

By: _____
Gordon Nichols, Staff Representative

By: _____
Jacob Boston, Unit President 1693-03

By: _____
Timothy Crawford, Committee Member 1693-03

By: _____
Jonah Curtis, Committee Member 1693-03

Schedule A

Benefits and Contributions

The following insurance programs are outlined in the Employee Handbook section entitled “Benefit Plans.”

Life Insurance

Employees under age 65 \$30,000.00¹

Accidental Death and Dismemberment

Employees under age 65 \$30,000.00²

Accident and Sickness (Short Term Disability)

Eligible employees shall be entitled to the following Sickness and Accident benefits for twenty-six (26) weeks:

Per week of disability ...Sixty (60) percent of the employee’s base regular hourly rate of pay to a maximum of \$600.00 per week.

Travel Accident Insurance

Employees under age 70 \$100,000 outside of continental U.S.
 Employees under age 70 \$50,000 inside of continental U.S.

Group Healthcare Plan

Employees will pay a weekly contribution to the Group Healthcare Premium at the percentage rates listed below, per the invoice premium established by the carrier for the elected coverage with the Company paying the balance of the premium for each plan in each year of the Agreement.

| | <u>Current</u> | <u>01/01/2025</u> | <u>01/01/2026</u> | <u>01/01/2027</u> | <u>01/01/2028</u> |
|---------------------|----------------|-------------------|-------------------|-------------------|-------------------|
| Single | \$72.00/wk | 40% | 40% | 35% | 35% |
| Employee/ Child | \$144.00/wk | 40% | 40% | 35% | 35% |
| Employee/ Spouse | \$154.00/wk | 40% | 40% | 35% | 35% |
| Family | \$187.00/wk | 40% | 40% | 35% | 35% |

The single rate will be adjusted, as necessary, to make it compliant with the affordability requirements of the Affordable Care Act (“ACA”).

Any contribution made by the Company to the HSA Group Healthcare Plan on behalf of participating unit employees will be made on a quarterly basis. Such contribution will be made on or about the 15th of the first month of the calendar quarter.

¹ Coverage limits are established by the insurance company for individuals age 65 and over.

² See Footnote 1.

Schedule B
Benefits and Contributions

The following Insurance programs are outlined in the Employee Handbook section entitled “Benefit Plans.” These plans are participation based and are not governed by the provisions of the Insurance Agreement.

Dental/Vision

Coverage will be available at prevailing rates as determined by the carrier. Availability shall be at the option of the Company. There must be a minimum participation of at least ten (10) Employees for the carrier to offer this coverage. Should the Employee leave the Company coverage may be continued at the option of and on the terms offered by the carrier.

Additional Life Insurance

Coverage will be available for a cost determined by actuarial tables provided by the Company appointed carrier. Availability shall be at the option of the Company. There must be a minimum participation of at least ten (10) Employees for the carrier to offer this coverage. Should the Employee leave the Company coverage may be continued at the option of and on the terms offered by the carrier.

Long Term Disability

Coverage will be available for a cost determined by the Employee’s current salary and actuarial tables provided by the Company appointed carrier. Availability shall be at the option of the Company. There must be a minimum participation of at least ten (10) Employees for the carrier to offer this coverage. Should the Employee leave the Company, coverage may be continued at the option of the carrier.

Cafeteria Plan

The Company will implement Internal Revenue Code Section 125 Cafeteria Plan. Coverages listed above may be deducted through this plan on a pre-tax basis if desired by the Employee. The Cafeteria Plan will include a Flexible Spending Account which allows Employees to set aside money, on a pre-tax basis via wage redirection, to pay for certain expenses. The two main types of plans permitted under Section 125 are the Unreimbursed Medical and Dependent Daycare Accounts.

Under an Unreimbursed Medical Account, Employees are reimbursed for eligible health care expenses that are not covered or reimbursed under the Company’s health plan. Typically, these include deductibles, co-payments and uninsured expenses, such as dental expenses, eyeglasses, or hearing exams. The Dependent Daycare Accounts allow for an Employee to be reimbursed for qualified dependent daycare expenses. Federal regulations and/or the Company will determine the continuation of this plan.

Exhibit A-1
Vogt Ice Schedule of Wages

| Class | Current | | Effective 3/25/24 | | | Effective 3/24/25 | | |
|-------|----------|----------|-------------------|----------|-----------|-------------------|----------|-----------|
| | Min | Max | Min | Max | Increment | Min | Max | Increment |
| | 7 | \$ 20.67 | \$ 22.28 | \$ 21.50 | \$ 23.17 | \$ 0.8900 | \$ 22.36 | \$ 24.10 |
| 8 | \$ 21.29 | \$ 22.92 | \$ 22.14 | \$ 23.84 | \$ 0.9200 | \$ 23.03 | \$ 24.79 | \$ 0.9500 |
| 9 | \$ 21.91 | \$ 23.53 | \$ 22.79 | \$ 24.47 | \$ 0.9400 | \$ 23.70 | \$ 25.45 | \$ 0.9800 |
| 10 | \$ 22.47 | \$ 24.08 | \$ 23.37 | \$ 25.04 | \$ 0.9600 | \$ 24.30 | \$ 26.04 | \$ 1.0000 |
| 11 | \$ 23.12 | \$ 24.75 | \$ 24.04 | \$ 25.74 | \$ 0.9900 | \$ 25.00 | \$ 26.77 | \$ 1.0300 |
| 12 | \$ 23.71 | \$ 25.33 | \$ 24.66 | \$ 26.34 | \$ 1.0100 | \$ 25.65 | \$ 27.39 | \$ 1.0500 |
| 13 | \$ 24.33 | \$ 25.95 | \$ 25.30 | \$ 26.99 | \$ 1.0400 | \$ 26.31 | \$ 28.07 | \$ 1.0800 |
| 14 | \$ 24.95 | \$ 26.57 | \$ 25.95 | \$ 27.63 | \$ 1.0600 | \$ 26.99 | \$ 28.74 | \$ 1.1100 |
| 15 | \$ 25.42 | \$ 27.04 | \$ 26.44 | \$ 28.12 | \$ 1.0800 | \$ 27.50 | \$ 29.24 | \$ 1.1200 |
| 16 | \$ 26.20 | \$ 27.82 | \$ 27.25 | \$ 28.93 | \$ 1.1100 | \$ 28.34 | \$ 30.09 | \$ 1.1600 |
| 17 | \$ 26.80 | \$ 28.42 | \$ 27.87 | \$ 29.56 | \$ 1.1400 | \$ 28.98 | \$ 30.74 | \$ 1.1800 |
| 18 | \$ 27.56 | \$ 29.18 | \$ 28.66 | \$ 30.35 | \$ 1.1700 | \$ 29.81 | \$ 31.56 | \$ 1.2100 |
| 19 | \$ 28.46 | \$ 30.08 | \$ 29.60 | \$ 31.28 | \$ 1.2000 | \$ 30.78 | \$ 32.53 | \$ 1.2500 |
| 20 | \$ 29.68 | \$ 31.30 | \$ 30.87 | \$ 32.55 | \$ 1.2500 | \$ 32.10 | \$ 33.85 | \$ 1.3000 |

| Class | Effective 3/23/26 | | | Effective 3/22/27 | | |
|-------|-------------------|----------|-----------|-------------------|----------|-----------|
| | Min | Max | Increment | Min | Max | Increment |
| | 7 | \$ 23.25 | \$ 25.06 | \$ 0.9600 | \$ 24.18 | \$ 26.06 |
| 8 | \$ 23.95 | \$ 25.78 | \$ 0.9900 | \$ 24.91 | \$ 26.81 | \$ 1.0300 |
| 9 | \$ 24.65 | \$ 26.47 | \$ 1.0200 | \$ 25.64 | \$ 27.53 | \$ 1.0600 |
| 10 | \$ 25.27 | \$ 27.08 | \$ 1.0400 | \$ 26.28 | \$ 28.16 | \$ 1.0800 |
| 11 | \$ 26.00 | \$ 27.84 | \$ 1.0700 | \$ 27.04 | \$ 28.95 | \$ 1.1100 |
| 12 | \$ 26.68 | \$ 28.49 | \$ 1.1000 | \$ 27.75 | \$ 29.63 | \$ 1.1400 |
| 13 | \$ 27.36 | \$ 29.19 | \$ 1.1200 | \$ 28.45 | \$ 30.36 | \$ 1.1700 |
| 14 | \$ 28.07 | \$ 29.89 | \$ 1.1500 | \$ 29.19 | \$ 31.09 | \$ 1.2000 |
| 15 | \$ 28.60 | \$ 30.41 | \$ 1.1700 | \$ 29.74 | \$ 31.63 | \$ 1.2200 |
| 16 | \$ 29.47 | \$ 31.29 | \$ 1.2000 | \$ 30.65 | \$ 32.54 | \$ 1.2500 |
| 17 | \$ 30.14 | \$ 31.97 | \$ 1.2300 | \$ 31.35 | \$ 33.25 | \$ 1.2800 |
| 18 | \$ 31.00 | \$ 32.82 | \$ 1.2600 | \$ 32.24 | \$ 34.13 | \$ 1.3100 |
| 19 | \$ 32.01 | \$ 33.83 | \$ 1.3000 | \$ 33.29 | \$ 35.18 | \$ 1.3500 |
| 20 | \$ 33.38 | \$ 35.20 | \$ 1.3500 | \$ 34.72 | \$ 36.61 | \$ 1.4100 |

| | | | |
|-------------|-------------|-------------|-------------|
| 2024 | 2025 | 2026 | 2027 |
| 4.00% | 4.00% | 4.00% | 4.00% |

Exhibit A-2
Vogt Ice Schedule of Wages
2024

| Class | Current | | Effective 3/25/24 | | | Effective 3/24/25 | | |
|-------|----------|----------|-------------------|----------|-----------|-------------------|----------|-----------|
| | Min | Max | Min | Max | Increment | Min | Max | Increment |
| 7 | \$ 16.21 | \$ 18.57 | \$ 16.86 | \$ 19.31 | \$ 0.7400 | \$ 17.53 | \$ 20.08 | \$ 0.7700 |
| 8 | \$ 16.82 | \$ 19.20 | \$ 17.49 | \$ 19.97 | \$ 0.7700 | \$ 18.19 | \$ 20.77 | \$ 0.8000 |
| 9 | \$ 17.56 | \$ 19.94 | \$ 18.26 | \$ 20.74 | \$ 0.8000 | \$ 18.99 | \$ 21.57 | \$ 0.8300 |
| 10 | \$ 18.65 | \$ 21.40 | \$ 19.40 | \$ 22.26 | \$ 0.8600 | \$ 20.18 | \$ 23.15 | \$ 0.8900 |
| 11 | \$ 19.70 | \$ 22.43 | \$ 20.49 | \$ 23.33 | \$ 0.9000 | \$ 21.31 | \$ 24.26 | \$ 0.9300 |
| 12 | \$ 20.80 | \$ 23.88 | \$ 21.63 | \$ 24.84 | \$ 0.9600 | \$ 22.50 | \$ 25.83 | \$ 0.9900 |
| 13 | \$ 22.84 | \$ 24.88 | \$ 23.75 | \$ 25.88 | \$ 1.0000 | \$ 24.70 | \$ 26.92 | \$ 1.0400 |
| 14 | \$ 23.95 | \$ 26.57 | \$ 24.91 | \$ 27.63 | \$ 1.0600 | \$ 25.91 | \$ 28.74 | \$ 1.1100 |
| 15 | \$ 25.42 | \$ 27.04 | \$ 26.50 | \$ 28.12 | \$ 1.0800 | \$ 27.50 | \$ 29.24 | \$ 1.1200 |
| 16 | \$ 26.20 | \$ 27.82 | \$ 27.31 | \$ 28.93 | \$ 1.1100 | \$ 28.34 | \$ 30.09 | \$ 1.1600 |
| 17 | \$ 26.80 | \$ 28.42 | \$ 27.94 | \$ 29.56 | \$ 1.1400 | \$ 28.98 | \$ 30.74 | \$ 1.1800 |
| 18 | \$ 27.56 | \$ 29.18 | \$ 28.73 | \$ 30.35 | \$ 1.1700 | \$ 29.81 | \$ 31.56 | \$ 1.2100 |
| 19 | \$ 28.46 | \$ 30.08 | \$ 29.66 | \$ 31.28 | \$ 1.2000 | \$ 30.78 | \$ 32.53 | \$ 1.2500 |
| 20 | \$ 29.68 | \$ 31.30 | \$ 30.93 | \$ 32.55 | \$ 1.2500 | \$ 32.10 | \$ 33.85 | \$ 1.3000 |

| Class | Effective 3/23/26 | | | Effective 3/22/27 | | |
|-------|-------------------|----------|-----------|-------------------|----------|-----------|
| | Min | Max | Increment | Min | Max | Increment |
| 7 | \$ 18.23 | \$ 20.88 | \$ 0.8000 | \$ 18.96 | \$ 21.72 | \$ 0.8400 |
| 8 | \$ 18.92 | \$ 21.60 | \$ 0.8300 | \$ 19.68 | \$ 22.46 | \$ 0.8600 |
| 9 | \$ 19.75 | \$ 22.43 | \$ 0.8600 | \$ 20.54 | \$ 23.33 | \$ 0.9000 |
| 10 | \$ 20.99 | \$ 24.08 | \$ 0.9300 | \$ 21.83 | \$ 25.04 | \$ 0.9600 |
| 11 | \$ 22.16 | \$ 25.23 | \$ 0.9700 | \$ 23.05 | \$ 26.24 | \$ 1.0100 |
| 12 | \$ 23.40 | \$ 26.86 | \$ 1.0300 | \$ 24.34 | \$ 27.93 | \$ 1.0700 |
| 13 | \$ 25.69 | \$ 28.00 | \$ 1.0800 | \$ 26.72 | \$ 29.12 | \$ 1.1200 |
| 14 | \$ 26.95 | \$ 29.89 | \$ 1.1500 | \$ 28.03 | \$ 31.09 | \$ 1.2000 |
| 15 | \$ 28.60 | \$ 30.41 | \$ 1.1700 | \$ 29.74 | \$ 31.63 | \$ 1.2200 |
| 16 | \$ 29.47 | \$ 31.29 | \$ 1.2000 | \$ 30.65 | \$ 32.54 | \$ 1.2500 |
| 17 | \$ 30.14 | \$ 31.97 | \$ 1.2300 | \$ 31.35 | \$ 33.25 | \$ 1.2800 |
| 18 | \$ 31.00 | \$ 32.82 | \$ 1.2600 | \$ 32.24 | \$ 34.13 | \$ 1.3100 |
| 19 | \$ 32.01 | \$ 33.83 | \$ 1.3000 | \$ 33.29 | \$ 35.18 | \$ 1.3500 |
| 20 | \$ 33.38 | \$ 35.20 | \$ 1.3500 | \$ 34.72 | \$ 36.61 | \$ 1.4100 |

| | | | | | |
|-------|------|-------------|-------------|-------------|-------------|
| Class | 7-20 | 2024 | 2025 | 2026 | 2027 |
| | | 4.00% | 4.00% | 4.00% | 4.00% |

Lead Person

The Company may, with the agreement of the Union, offer a Lead Person position to a bargaining unit employee(s) which will be a non-supervisory position.

- a. The creation of Lead Person positions, the selection of employees to Lead Person positions and cancellation of Lead Person positions shall be at the discretion of the Company.
- b. Lead Persons will be expected to perform the normal duties of their classification, as well as other duties such as training, layout, leadership, etc.
- c. Lead Persons will not be selected unless there is at least one (1) other employee in the classification so that a Lead Person will have a unit employee to lead. Lead Persons will not be selected for the purpose of showing favoritism to certain employees, such as a means of increasing pay, etc.
- d. In the event of a reduction in force or recall from layoff, Lead Persons shall have no special seniority privileges within their classification.
- e. Lead Persons shall be paid \$1.75 above their regular hourly rate while they remain Lead Persons.

Exhibit B

Weller Ice, LLC, dba Vogt Ice, LLC

| Jobs by Job Class | | |
|--------------------------|----------------------------|------|
| Classes | Name | Code |
| 8 | General Maintenance Worker | 100 |
| 9 | Wiring Tech 9 | 170 |
| | Logistics Tech 9 | 469 |
| | Builder 9 | 578 |
| | Blast/Paint/Builder 9 | 155 |
| | Material Handler 9 | 150 |
| 10 | Component Tech 10 | 185 |
| | Logistics Tech 10 | 470 |
| | Builder 10 | 576 |
| | Material Handler 10 | 480 |
| | Quality Tech 10 | 581 |
| | Machine Operator 10 | 111 |
| | Tester 10 | 577 |
| | Fitter/Welder 10 (noncode) | 321 |
| 11 | Blast/Paint/Builder 11 | 156 |
| | Wiring Tech 11 | 250 |
| | Logistics Tech 11 | 471 |
| | Component Tech 11 | 186 |
| 12 | Builder/Tester 12 | 577 |
| | Quality Tech 12 | 583 |
| | Component Tech 12 | 187 |
| | Machine Operator 12 | |
| 13 | Fitter/Welder 13 | 318 |
| | Machinist 13 | 488 |
| 14 | Machinist 14 | 484 |
| | Sr Quality Tech 14 | 586 |
| | Builder/Tester 14 | New |
| 15 | Fitter/Welder 15 | 315 |
| 16 | Fitter/Welder 16 | 316 |
| 17 | Fitter/Welder 17 | 314 |
| 18 | | |
| 19 | | |
| 20 | Fitter/Welder 20 | 312 |
| | Sr Maintenance Tech 20 | 260 |