



AGREEMENT

Between

**HILLERICH & BRADSBY CO.
of Louisville, Kentucky**

and

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION,
AFL-CIO, CLC, OR THE USW,
ON BEHALF OF LOCAL 1693-07**

April 1, 2024 – March 31, 2027

***FOR THOSE REGULAR FULL-TIME
HIRED BEFORE APRIL 18, 2005***

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BASIC AGREEMENT

This Agreement dated this 1st day of April, 2024, between HILLERICH & BRADSBY CO, of Louisville, Kentucky (hereinafter referred to as the Company) and the UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO, CLC, OR THE USW (Hereinafter referred to as the Union).

ARTICLE I

RECOGNITION

(a) The Company recognizes the Union as the exclusive representative of:

All production and maintenance employees of the Company's wood bat department, and any future expansion of the aforementioned facilities located on the Company's property in Louisville, Kentucky; but excluding office and clerical employees, Coordinators, and all supervisory employees having authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees or effectively recommend such action, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.

(b) In the event the Company permanently closes either of its present Louisville, Kentucky facilities, or an existing department thereof, during the term of this Agreement and builds or establishes a replacement operation therefore within 100 miles of the limits of Louisville, Kentucky, then the Company agrees to recognize the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, or the USW as bargaining agent for the production and maintenance employees (as described and set forth in preceding paragraph (a) of this Article) in such replacement operation established by the Company.

(c) As of the date of this contract, the term Grievance Committee shall revert to that of union representative (s). At any time during the term of this Agreement, should a change occur, it shall be the responsibility of the union to notify the Company. Furthermore, it is agreed that, aside from a designated International Union Representative, or his or her designee, the Union will always be represented in negotiations and grievance disputes by union employees who work for Hillerich & Bradsby Co.

ARTICLE II

MANAGEMENT

SECTION 1. The parties hereto, recognize that the efficient operation of the plant and Company is the responsibility of Management. Therefore, nothing in this Agreement shall limit the Company in the exercise of its function of management under which it shall have, among others, the exclusive right to determine the sources of applicants for work, and shall be the judge of the requirements and qualifications of such applicants, the right to hire new employees and to direct the work force, to discipline, suspend, or discharge for proper causes, transfer or lay off employees because of lack of work, to require employees to observe reasonable Company rules and regulations not inconsistent with the provisions of this Agreement, to decide the numbers and locations of its plants, products to be manufactured, and methods and schedule of production, to assign and allocate work to employees, including the means and process of manufacturing.

SECTION 2. The Union shall have the right to question dismissals, discharges, transfers, layoffs, and promotions or demotions, as provided in this Agreement, except in the cases of new employees who have not served a probationary period of Ninety (90) working days' employment with the Company.

SECTION 3. Nothing in this Article II shall abrogate or contravene any of the other terms and conditions contained in this Agreement.

ARTICLE III

UNION SECURITY AND CHECK-OFF

Union security is currently unlawful in the State of Kentucky. This provision can only be implemented to the extent permitted by Federal, State or local law. The check-off provision will remain in effect and be implemented in accordance with Federal and State law.

1. Any employee who is a member of the Union, in good standing, on the effective date of this Agreement shall as a condition of employment maintain membership in the Union to the extent of paying the periodic dues uniformly required of all Union members
2. Any employee who on the effective date of this Agreement, is not a member of the Union, shall become a member at the end of Ninety (90) working days. Any employee hereafter hired shall, as a condition of continued employment, become a member of the Union at the end of Ninety (90) working days following the beginning of his employment. To become a member means to acquire and maintain membership in the Union to the extent of paying the initiation fee and the periodic membership dues uniformly required of all Union members.

3. In states which the foregoing provision may not lawfully be enforced, the following provisions, to the extent that they may be lawful, shall apply:

Each employee who would be required to acquire or maintain membership in the Union, if the foregoing Union security provisions could lawfully be enforced, and who fails voluntarily to acquire or maintain membership in the Union, shall be required as a condition of employment, beginning on the Ninety (90) working day following the beginning of such employment or the date of this Agreement, whichever is later, to pay to the Union each month a service charge as contribution toward the administration of this Agreement and the representation of such employees. The service charge for the first month shall be in the amount equal to the Union's regular and usual initiation fee and monthly dues, and for each month thereafter in an amount equal to the regular and usual monthly dues.

4. During the term of this Agreement the Company will continue to check-off monthly dues, assessments, and initiation fees, each as designated by the International Treasurer of the Union, on the basis of and for the term of individually signed voluntary check-off authorization cards heretofore or hereafter submitted to the Company. 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 Section, or in reliance on any list, notice or assignment furnished under any of such provisions.

5. The Company agrees that it will check off and transmit to the Treasurer of the UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO, CLC, OR THE USW Political Action Committee (USW-PAC) from the earnings of those employees who voluntarily authorize such contributions on forms provided for that purpose by the USWA-PAC (Outlined in Article XXXIII).

6. All monies collected as above described, shall be promptly remitted to the International Treasurer at the address he authorizes for this purpose.

ARTICLE IV

LITIGATION, STRIKES, LOCKOUTS

1. The Company and the Union agree with respect to all matters which might be the subject of state or Federal Court Actions or proceedings between the Company and the Union, that no such actions or proceedings will be instituted by either against the other until an honest attempt to settle the matter has been made by negotiation in the following manner.

2. The Company Management, Union Officers and International Union Representative or his or her designee, agree to meet together to discuss the

matter pursuant to written notice by Registered Mail from the aggrieved party demanding such meeting, which shall be held no later than five (5) days from the date of the Registered notice, and which notice shall inform the parties of the nature of the matter and complaint involved and which notice to the Company shall be in its office at 800 West Main Street, and to the Union to its Unit President at his residence, and to the Union's (1) Louisville Office, (2) District 8 Office, 85 C. Michael Davenport Blvd. - Suite B, Frankfort, Kentucky 40601 and (3) International Office, Five Gateway Center, Pittsburgh, Pennsylvania 15222.

3. The parties agree to endeavor to settle the matter involved, by discussion and negotiation, and to this end shall have the right to produce all evidence and persons before the meeting they deem necessary, and to continue the discussion from day to day but not beyond thirty (30) days from the date of the first meeting.

4. Failure to meet with the complaining party, as above provided, shall relieve the complainant of the provisions of this Article, of this contract, and it may forthwith proceed by court action or otherwise as it sees fit.

5. The Union agrees that, during the term of the Agreement, there will be no work stoppage, strikes, slowdowns, picketing, boycotts, or any other action which will interrupt or interfere with the operations of the Company. The Company agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

ARTICLE V

PROTECTION OF PLANT

The Union recognizes that it is the responsibility of the Company, at all times and under all circumstances, to guard and protect the employees and property of the Company. The Union further agrees that, during the term of this Agreement, in the event of any controversy or any interruption of work, or under any conditions, the plant protection employees and necessary maintenance personnel will continue to report for duty, remain at their posts, and discharge their duties in the regular manner and discharge such other protection duties and maintenance work as their Coordinators may deem necessary and proper under the circumstances. In no manner whatsoever will said plant protection employees, and necessary maintenance personnel, be interfered with in the full and complete discharge of their duties.

ARTICLE VI

PROCEDURE, RULES, AND REQUIREMENTS FOR HANDLING DISPUTES, COMPLAINTS, AND GRIEVANCES

Should differences arise between the Company and the Union, or its members employed by the Company or employees in the bargaining unit, as to the meaning and application of the provisions of this Agreement, the Company and the Union agree that there shall be no suspension of work by the Company, or by the employees on account of such differences, and all such differences, disputes, complaints, and grievances shall be handled and settled in the following manner.

Grievances must be submitted within fifteen (15) days after the employee or employer knows, or by reasonable diligence could have known, of the occurrence of the act upon which such grievance is based.

The Unit President shall have the right to sit in on all steps of a grievance.

First, between the employee or employees and the Coordinator of the department involved with or without a union representative. The Coordinator shall render his decision not later than the third (3rd) working day following the day the grievance is filed with him, which decision shall be considered as a settlement of the grievance unless appealed under Step 2, within three (3) working days following the date of the decision, in the following manner; If the employee is not satisfied with the Coordinator's decision, the grievance shall then be reduced to writing, in triplicate, each copy signed by the employee, and the Coordinator shall set out his decision on each copy and sign and date each copy.

Second, between the employee or employees, management representative, and the Coordinator involved, with a union representative. The management representative shall render his decision in writing on all three (3) copies of the grievance not later than the fifth (5th) working day following the day the grievance is filed with him, which decision shall be considered as a settlement of the grievance unless appealed under Step 3 within five (5) working days following the date of the decision. A meeting shall be held within ten (10) working days for any grievance appealed to the Third Step of the procedure. It is understood, whenever the attendance of any person involved isn't possible, due to absence from the city, illness, prior business commitment, or other justifiable causes, such time limits for the Third Step meeting will be extended.

Third, between employee or employees, union representatives (including the International Union or his or her designee) not to exceed five (5) in number, and the representatives of the Company. Representatives of the Company shall render their decision in writing, on all three copies of the grievance, not later than the seventh (7th) working day following the day of final meeting under this step, and either party can determine any meeting as final. Such decision shall be

considered as a settlement of the grievance unless appealed to arbitration, in writing, to the Federal Mediation & Conciliation Service, within thirty (30) calendar days from the date of the decision.

If the Union, instead of an individual employee, files a grievance in behalf of its members, the Union shall not be required to submit its grievance in the first two Steps, but shall be permitted to file its grievance at this Third Step initially. Grievances concerning discharge shall also be filed in writing at this stage. Should the Union file a grievance, it shall be in writing, shall be dated, and shall state the alleged basis of the grievance.

No grievance shall be considered, or arbitrated, unless each step shall be taken within the time limits provided for in this Article. If the Company representatives shall fail to render a decision within the time limits specified in any of the preceding steps of the grievance procedure, then the decision shall be deemed to have been rendered in favor of the employee or the Union, unless the time shall have been extended by mutual agreement of the Company and the Union.

Fourth, in the event a grievance is not settled in any of the preceding steps, it must be submitted to an impartial umpire to be appointed by mutual agreement of the parties hereto, whose decision shall be final. No more than three (3) grievances at a time will be submitted to the same arbitrator.

It is understood and agreed, that the Company shall exhaust all its means to resolve grievances, if possible, in the earliest stages of the grievance procedure.

If the Company, and the Union, is unable to agree upon an arbitrator, they shall jointly request the Federal Mediation & Conciliation Service to send a panel with the names of fifteen (15) impartial arbitrators. Selection shall be made by each party alternately removing one name from the panel, until one (1) arbitrator's name remains. During the term of this Agreement, the Company shall delete the first name from the first list. The parties will then alternate in the deletion of the first name from subsequent lists.

The arbitrator shall have no power to add to, subtract from, modify, or amend any of the provisions of this Agreement. All expenses incident to the handling of the grievance by the arbitrator, including the cost of his transcript, when he requests a transcript, shall be shared equally by the Company and the Union. However, if either the Company or the Union requests a transcript to be taken, the requesting party shall pay the cost of their transcript and the arbitrator's transcript. The

decision of the arbitrator shall be binding on the Company, the Union, the grievant, and the employees.

Expedited Arbitration

When a grievance has been appealed to arbitration, under Step 4 of Article VI, the Union may submit a written request to the Company within ten (10) days following the appeal to arbitration, to refer certain routine grievances to the expedited arbitration process.

Routine grievances, which may be considered under this procedure, are grievances which do not involve:

- (a) "Procedural questions", such as arbitrability or due process;
- (b) Discharge or involuntary termination;
- (c) Alleged discrimination, in violation of Article 1 of this Agreement;
- (d) A total job classification;
- (e) More than forty (40) hours of base pay as potential redress;
- (f) A "continuing" violation.

Within fourteen (14) calendar days, following the receipt of the request, the Company will either agree to proceed with the expedited arbitration or deny that request and divert the grievance to the regular arbitration procedure provided for in this Article.

The parties agree to promote the use of this expedited arbitration of unresolved routine grievances. The Parties further agree not to unreasonably withhold routine grievances from the expedited arbitration procedure in a manner which would have the effect of defeating the purpose of the procedure. Grievances appealed to arbitration, but not mutually agreed to be processed under this expedited procedure, will be diverted to the regular arbitration procedure provided for in this Article.

When expedited arbitration is mutually agreed to by the Parties, the following hearing procedures and rules shall apply:

- (a) Within thirty (30) days after signature of this Agreement, the Parties will obtain from the American Arbitration Association a list of twenty-five (25) arbitrators. The parties shall then select five (5) by alternately striking a name from the list until five (5) names remain. If, during the term of this Agreement, the panel of five (5) names become exhausted; the parties shall in the same manner select a second panel of arbitrators to hear routine grievances arising thereafter. During the term of this Agreement, the Union shall delete the first name from the first list.

The parties will then alternate in the deletion of the first name from subsequent lists.

(b) The arbitrator will be designated and appointed from the panel by the American Arbitration Association.

(c) No arbitrator may hear more than three grievances at a time.

(d) The American Arbitration Association will coordinate and fix a mutually convenient time for the holding of the hearing, preferably within fourteen (14) calendar days following the date of the receipt of the appeal by the American Arbitration Association. Notice of time and place of the hearing will be given by the American Arbitration Association to the parties at least seventy-two (72) hours in advance. Such notice may be given orally.

(e) The hearing will be informal. No post-hearing brief will be filed and no stenographic record will be taken of the proceedings. A short written opening statement may be submitted to the arbitrator, at the beginning of the hearing, by either party.

(f) The presentation of the case before the arbitrator shall be made by a representative of the Company or their designee and by a union representative, International Union Representative, or his or her designee.

(g) Unless otherwise provided, the proceedings will be held under the American Arbitration Association Expedited Labor Arbitration Rules.

(h) The arbitrator may issue a bench decision at the hearing, but, in any event, shall render his written decision within ten (10) calendar days after the conclusion of the hearing. The written decision shall include a brief explanation of the basis for his conclusion.

(i) The decision of the arbitrator shall not constitute or serve as a binding precedent in the future enforcements of the provisions of this Agreement and no decision of the arbitrator shall represent or constitute a waiver of any right under, or construction of, any provision of this Agreement.

ARTICLE VII

SENIORITY

“Seniority” means service from the date of hire.

SECTION 1. The parties hereto recognize that the promotional opportunity and job security in the event of promotions, demotions, filling vacancies, transfers, decrease of forces, and re-hiring after layoffs, should increase in proportion to length of continuous service. Therefore, it is agreed between the parties hereto that a preference shall be given to the employee or employees with the longest continuous service with the Company in all cases of promotions, demotions, filling vacancies, transfers, decrease of force, and re-hiring after layoffs. Continuous service shall be defined as an employee's service since the last date of hire.

SECTION 2. The Company has the right to decide when jobs will be posted as permanent vacancies, or will be abolished, provided the Company acts in good faith, after taking into consideration the amount of work, in the job

classification, required to be performed. It being understood that the Company will conform, as nearly as possible under normal conditions, to the 70% aspect to establish a job. When a permanent vacancy is declared, the Company will post it before the job is filled. The Company will notify the Union at the time it decides to abolish a job. When a job is to be abolished, the senior employee (s) in the classification, day or night shift, will have the choice to remain on the job or be abolished. If necessary to fill the created vacancy, the next employee in line of seniority will be moved to either shift. All job postings will be verified by time and date at time of posting and its removal with a union representative present.

An employee's bid year is defined as the twelve (12) months from the date of the employee's first successful job award. Employees with less than eighteen (18) months seniority shall only be permitted two (2) successful job bids in their bid year. Employees with eighteen (18) months or more shall be permitted only three (3) successful job bids in their bid year. The senior employee bidding on the job is the successful bidder and will be charged with the job bid. When the successful bidder is notified and agrees to accept the job, but later changes his mind and declines, he will be charged with a job bid. After the selection is made, the Company will move the employee onto the job within five (5) working days.

An employee is eligible for bid after completing a forty-five (45) day trial period on the job to which transferred, unless during this period he bids to a job paying a higher rate of pay. The forty-five (45) day freeze will apply only in situations where the employee bids voluntarily.

An employee bidding on two or more jobs posted concurrently, and is the successful bidder on two or more bid sheets, will only be charged one bid.

A Floater who bids on a job cannot roll back to the floater status unless there is someone else on the job posting that is willing to accept the job.

In the event single job classifications are abolished in order to create a multi-classification, the senior employee(s) to the affected classification will be given preference for permanent assignment to the new job. If the senior employee(s) refuses, the junior employee(s), in the affected classification, will be assigned the new job.

In the event a multi-classification job is abolished in order to create two or more single job classifications, the senior employee(s) on these affected classifications will be given preference for permanent assignment to the new jobs. If the senior employee(s) refuses, the junior employee(s) in the affected classifications will be assigned the new job.

In the event an open job can be assigned to an existing job to create a full day's work, the newly created job will not be posted, but rather performed by the employee in the existing job.

The rate of the above mentioned splits, combinations, or open job additions, will be as specified in Article XVII, Section 2, of the Agreement.

An employee shall be given a forty-five (45) day trial period on the job to which transferred. If, within the first fifteen (15) days the employee is dissatisfied with the job, he shall be returned to the position he originally came from within five (5) days, without loss of seniority. If the employee chooses to remain on the job after the first fifteen (15) days, but later becomes disqualified, the employee will be returned to his original position.

SECTION 3. When the circumstances become known that could result in a temporary job posting, such circumstances will promptly be discussed by the Company and the Union. It is agreed that the duration of any temporary job (except for vacancies created by sickness or military service) will be limited to ninety (90) days, unless extended by mutual agreement between the Company and the Union.

SECTION 4. New employees shall serve a probationary period of forty-five (45) working days and shall have no recourse to the grievance and arbitration provision of the agreement if laid off or discharged during this period.

SECTION 5. Any job vacancy which is posted, and is posted before noon, will remain on the board until 9:00 AM two (2) days later, in all departments. If the vacancy is posted after 12:00 Noon, it will be dated as of the following day and will remain on the board for the amount of time stated above. The job shall be awarded to the employee who bids on such job and has the greatest plant wide seniority.

Any permanent job vacancy, not filled by bid, will be filled in the following order:

- (a) Unassigned employees with previous experience.
- (b) Unassigned employees by seniority.
- (c) Floaters with previous experience.
- (d) Floaters by seniority.

In reference to the above (a) and (b), the unassigned employee placed, will be charged with a bid.

The Company and the Union recognize two (2) departments; Bat Department, and Maintenance Department.

In the event an employee is absent or on vacation during the time a job is posted, but is expected to return to work within five (5) consecutive work days following such posting, the employee's name may be signed on the posting by the Union.

SECTION 6. Seniority rights need not apply on layoffs of eight (8) hours or less. This section will be used only for emergency conditions beyond the control of the Company or the employee involved. In the case of equipment breakdown or a nationwide rail or truck strike, this section may be used up to a maximum of three (3) working days.

An employee who reports for work at the time scheduled, unless notified to the contrary on the previous day, shall be paid, in the event no work is available, four (4) hours report-in pay at his applicable rate. However, this provision does not apply in cases where work is not available due to acts of God or failure of utilities.

SECTION 7. In case of layoffs, the following procedure will be followed:

(a) After the Company has determined the number of employees to be laid off, the same number of employees with the least amount of seniority in the plant will be notified that they will be laid off. Whenever possible, in case of a layoff because of lack of work, employees and the Union Committee shall be given one week's notice in advance.

(b) Employees displaced by job abolishment will assume the status of "floater" for selection of vacancies created by the layoff of junior employees. Employees with previous experience will be placed first. The remaining employees will select vacancies by seniority. Employees will continue to receive the rate of their abolished job or the rate of the job selected or placed on, whichever is greater. If, after a trial period, a displaced employee cannot qualify on the job, then he shall be assigned to the "unassigned classification". The job the displaced employee could not qualify for will then be declared vacant and posted for bid.

(c) Prior to notifying employees to be laid off, under (a) above, and the selection of vacancies, under (b) above, the Union will be notified and a Company representative will sit in on the meeting with them.

(d) Employees displaced by job abolishment may return to his or her classification within one-hundred eighty (180) days after the job has been abolished, should a vacancy occur. They will be paid the rate of the job, or their red-circle rate, if their red-circle rate was earned on this job. If the employee had sustained a reduction in hourly rate, caused by the job abolishment, the employee will be paid the difference in rate for the number of hours actually worked up to a maximum of one-hundred eighty (180) days. Any movement back to their original job during this one-hundred eighty (180) days, will not be counted against them as a job bid. It is also agreed that, if any employee's job is abolished, and he does not have a bid, he will be granted one additional bid. If an employee bids after his job is abolished and then is returned to his abolished job within one-hundred eighty (180) days, such bid will be rescinded.

(e) If an employee has been laid off and recalled, and is placed on, or bids to the job he was assigned to when laid off, within five (5) months after returning, he will not have to wait forty-five (45) days to receive the rate of the job. This applies if the employee had been on the job forty-five (45) days or more prior to being laid off and no significant changes have occurred in the job. If the job has a rate progression, he will receive the same rate as when laid off, with negotiated increases added on.

SECTION 8. The following job classifications are excepted from the provisions of Section 2 and Section 7:

*Turning Lathe

Lathe Set-Up/Tool Grinder

Millwright Level 1 & Level 2

Machinist

These jobs shall be posted when available, but only employees with experience in the work required for the posted job may bid and have a trial period of not more than forty-five (45) days. However, if no experienced employees are available in the plant, employees will be trained for any such jobs from the bargaining unit, on a seniority basis, except for Machinist. If an employee is to be trained for any such job, the employee shall be selected from the bargaining unit, upon a seniority basis.

* It is the desire of the company to maintain two (2) experienced hand turners, in This classification, at all times. Therefore, all assigned employees will be encouraged to become experienced at hand turning, but only the two (2) senior

employees with experience will be exempt from layoff. All permanent vacancies will not be posted experienced but rather, awarded to the senior eligible bidder.

SECTION 9. The Company will post an up-to-date plant-wide seniority list shortly after January 1st of each year. Employees shall make the Company aware immediately of any needed corrections. This seniority list will note employees that are exempt from layoff.

SECTION 10. Any employee who is inducted or recalled into the Armed Forces of the United States shall be deemed to be on a leave of absence without pay, and will be carried in the continuous service of the Company during such absence; Provided, however, he shall not be entitled to the benefits of this section if he enlists in another branch of the Armed Forces or re-enlists in the same branch after the expiration of his initial tour of duty.

Upon termination of such military service, and provided he has been discharged other than dishonorably, he reports for work within ninety (90) days of the date of discharge, the employee will be re-employed in his former position, or to one which his accumulative seniority entitles him. He shall enjoy such wage increases as his accumulative seniority status entitles him. When such position is no longer in existence, or available, every effort will be made to place such employee affected, in an equivalent position.

If the employee is unable to do the same or similar work to that which he was

Doing before leaving to enter such military service, by reason of injury or impairment of health suffered while in the service, the Company will make every effort to place employee at work suitable to his impaired capacity.

Any employee required to be absent from his work for the purpose of taking his or her physical examination for induction into the armed forces, may do so without loss of pay not to exceed one (1) day and such employee shall be paid for such day, including overtime, on the basis of his prevailing rate.

Any employee required by law to register for a National Draft System, who is unable to register outside of working hours, will be paid for the time required to do so during working hours.

SECTION 11. An employee shall be terminated and forfeit all seniority for the following reasons:

(a) Voluntary termination;

(b) Discharge;

(c) If when laid off, he fails to report within seven (7) days after being notified unless such employee is unable to report for just cause. In case of layoffs for an indefinite period of time, notification to return shall be mailed to the employee at

his last known address. The employee will be allowed the seven (7) days from the date the registered notice is delivered or delivery attempted;

(d) Failure to call in daily for work will result in being off work without notice or without just cause. However, throughout the term of this agreement, all employees will be given a one (1) time reprieve, without discipline, should they fail to call in on the first day of absence as required. Employees who follow the call in process properly will have the daily call in requirement changed to at least one (1) time per week once a doctor's statement is received by the Company specifying the anticipated return to work date.

(e) Failure to notify the Company, as provided in (f) below, at least once every fifteen (15) days after the initial six months of absence due to injury or illness. If after the first fifteen (15) days, the employee has not reported or notified Human Resources, he will be notified by Registered Mail of this provision in the contract and must report or notify within the next fifteen (15) days after receipt of Registered letter;

(f) Reports and notices mentioned in ©, (d), and (e) above, shall be made to Human Resources by one of the following methods.

1. A telephone call between 7:30 AM and 4:30 PM, Monday through Friday, by the employee or by a member of his family.

2. By mailing a post card or letter, signed by the employee, or by a member of his family, the postmark to govern.

3. Written letter signed by the employee, or a member of his family, and delivered to Human Resources, by messenger, within the applicable period.

(g) For employees who are laid off more than two (2) years.

SECTION 12. Employees who are on the payroll and are actively working (e.g. not laid off) with seniority of forty-five (45) calendar days or more, if laid off through no fault of their own, shall not lose their previously accumulated

seniority with the company until the expiration of two (2) years. In the event a laid off employee returns to work with the Company, they shall accumulate seniority to the date of their return.

SECTION 13. An employee hereafter or heretofore promoted or transferred to a position outside the bargaining unit, who shall subsequently be returned to a position within the bargaining unit, shall resume his Union status and be credited with the same seniority which he had at the time of promotion or transfer from the bargaining unit. However, any such employee, if returned to the bargaining unit, shall accumulate seniority while employed outside the bargaining unit, for the purpose of pension and vacation only.

Coordinators who voluntarily return to the bargaining unit, or return for reasons other than those specified below, will take the open job and will not be able to bid for six (6) months. Any Coordinator who returns to the bargaining unit because of a bona fide reduction due to lack of work will be exempt from the open job and bidding prohibitions.

Effective May 11, 1981, any employee promoted to a position outside the bargaining unit will lose all seniority rights after one (1) year. However, this will not apply in cases where employees are returned after one (1) year because of bona fide reduction in work forces which occur in the bargaining unit, which also results in a reduction in the number of Coordinators.

SECTION 14. The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent for the employees, and also realizes in order to provide maximum opportunities for continuing employment, good working conditions, and good wages, the Company must be in a strong market position. This means it must provide quality service and products at the lowest possible cost. The goal of the Union is to assist the Company in attaining these objectives.

Therefore, notwithstanding other provisions of the basic Agreement, the Company shall continue to have the right and support of the Union to assign employees to work groups according to seniority providing such employee is qualified. All other provisions of the basic Agreement shall remain in full force and effect, including seniority for layoffs, recalls, job bidding, etc. The Union urges all employees to support the work group concept and not create an unfair burden on other members of the group.

ARTICLE VIII

SAFETY AND HEALTH

The Company shall continue to make such reasonable provisions for the safety and health of its employees before, during, and after the hours of their employment, as may be provided by the safety and health laws of the State of Kentucky or by Federal Law.

The Company shall notify the Union of any tests to be made in the plant, relating to safety and health. After such tests have been completed, the Union shall be furnished a copy of the test results.

Protective devices, and other mechanical equipment necessary to properly protect employees from injury, shall be provided by the Company.

The Union shall continue its Safety Committee, and from this committee three (3) members shall meet with up to three (3) representatives of the Company Safety Committee. At these meetings, the Union Safety Committee members shall inform the Company Safety Committee representative of any and all practices and conditions which it considers unsafe, together with its corrective recommendations. A Union representative shall accompany any State or Federal Inspector on any official inspection of the plant.

Time spent by Safety Committee members in the aforesaid Safety Committee meetings, and in the once monthly safety inspection, shall be paid at their prevailing rates.

The Director, or his designees, of the International Safety and Health Department shall be permitted access to the plant, provided advance notice is given to the Company, for the purpose of determining the facts and inspecting facilities where disputes, or other safety and health related problems have developed. Proper equipment must be used and proper Company personnel must be available to assist in the inspection, if necessary. A copy of the inspection report, or test, will be provided to the Company.

If an employee's assigned work involves an unusual and immediate danger to his personal safety beyond that which is inherent in the operation, as a result of the Company's non-compliance with this Article, the employee shall have the right to discuss such matters with his immediate Coordinator and Union Safety Committeeman. If the Coordinator, the Director of Safety, and the Union Safety Committeeman agree there is a hazard, and if the hazard is not remedied, or the employee is not relieved from the job, the employee may apply for relief from the job without loss of his right to return to such job. Any such employee, or group of employees, who believe that they are being required to work under conditions which are unsafe or unhealthy, beyond the normal hazard inherent in the

operation in question, shall have the right to file a grievance, in the third step of the grievance procedure for preferred handling in such procedure and arbitration.

The Company shall pay the cost of prescription Industrial Safety Glasses, where the Company requires the employee to wear such safety glasses in his work, up to one (1) time per year, after he has been on the job for (15) days, provided he purchases such prescription glasses at the dealer specified by the Company. Also, the Company shall pay an employee for all loss of earnings in the purchase of such prescription safety glasses, if the employee's work schedule prevents him from obtaining such glasses after working hours and providing the appointment for obtaining the glasses is coordinated by Human Resources.

An employee disqualified by the Company Doctor from a job, due to job-related medical reasons, will have his pay rate, in effect at the time of the disqualification, maintained until he bids into another job or for twelve (12) months from the date of the disqualification, whichever occurs first.

The Company and the Union have mutually agreed to a set of Safety Rules. These Safety Rules are a Supplement of, and attached to, this basic agreement.

USW Health, Safety and Environment Conference

The company will send two (2) Union members selected by the Unit President to the annual USW Health, Safety and Environment Conference. The company further agrees to pay the employees for the hours of his/her lost wages for one week to attend the conference – not to exceed 40 hours pay for each employee at their straight time pay rate plus Conference registration fees.

ARTICLE IX

BULLETIN BOARDS

The Company agrees to furnish Bulletin Board(s) and locks (as needed), therefore, for the Union, for the following purposes:

1. Notices of regular or special meetings.
2. Notices of recreational, social, educational and entertainment functions and events.

ARTICLE X

SUB-CONTRACTING

It is agreed that the Company will not contract out work normally performed by bargaining unit employees when there is appropriate equipment, skills, necessary

time, and qualified employees to perform such work. The Union President shall be notified in advance of any work being contracted out. However, the Company and the Union additionally agree to the following:

- (1) The Company has the right to contract out non-production work, including cleaning of restrooms and cafeteria, landscaping and grounds keeping, in accordance with the current outsourcing practices.
- (2) Any new or different product brought into the plant after the signing of the Agreement, which is not presently being performed by the bargaining unit, may be removed from the plant during the term of the Agreement, provided the employment level of bargaining unit employees shall not, because of such removal, be less than it was before the introduction of such new or different product.
- (3) When laser demand exceeds the capacity of the laser machines, the Union agrees to permit the Company to contract out the laser work to other local suppliers, provided that the Union is notified when the contracting out occurs.
- (4) Custom laser work or high volume orders that are beyond the capacity of the Company's current lasers and emergent work (defined as work that is not now being done and might be needed as customers' demands change in the future) may be contracted out by the Company to local suppliers, provided that, as long as there is work to support current level of Union staffing in the laser area (2 employees) the Company will retain that level of staffing.

(5) By mutual agreement with the Union committee, the Company may contract out work of a temporary nature.

This is a partial recognition by the Union, and the employees, of the restrictions on the Company's ability to adapt to changing markets and the potential effect on employee job security. This is also a partial recognition of both parties' desire to create an environment in which the Company and the Union work together to grow the business and take quick action to ensure that the Company does not lose business due to an inability to deliver products.

ARTICLE XI

SUSPENSION AND DISCHARGE

SECTION 1. When an employee is notified of any infraction that calls for disciplinary action by the Company, a union representative will be similarly notified to be present when such action is discussed with the employee.

SECTION 2. In the exercise of its rights, Management agrees that an employee shall not be peremptorily discharged, but that in all cases where management shall conclude that an employee's conduct justifies discharge, he shall first be suspended for not more than five (5) working days and notified in writing that he will be discharged at the end of such suspension. During the period of initial suspension, the employee may request a hearing and a statement of the offense before management. After such hearing, Management will decide whether the suspension shall be extended, revoked, affirmed, or converted to discharge. If the original action taken by the Company is revoked, the employee shall be returned to employment and receive full compensation, at his regular rate of pay, for the time which he actually lost, unless mutually agreed otherwise between the parties, or suspension without pay is decided upon. In the event a decision shall result in the affirmation or extension of suspension, or discharge of the employee, the employee may, within five (5) working days after notice of such decision, present a grievance which shall be handled in accordance with the procedure of Article VI of this Agreement, commencing at Step 3. Should the Company, or an arbitrator, acting in accordance with the last step of the grievance procedure, decide that the employee should be reinstated, the Company shall reinstate the employee, with or without back pay, at his regular rate of pay, as may be agreed upon between the parties or directed by the arbitrator. During the period of suspension, no employee is required to sign a release unless he so desires.

SECTION 3. In the administration of this Article, it is agreed that disciplinary action shall be applied even-handedly.

ARTICLE XII

VACATIONS & SICK DAYS

Vacation eligibility is based on by the employee's hire date and length of service.

SECTION 1. A full-time employee hired from January 1 through June 30 is eligible for one week's (five days) vacation during their first year of hire after completing three months of continuous employment. The employee can take these five days as single days or save the five days to be taken consecutively after three months' employment.

SECTION 2. A full-time employee hired July 1 or later will be eligible for two days' vacation during their hire year. These two days are available immediately. However, should any year-end days fall on a day in which the Company is closed for the Christmas holiday, vacation time will run concurrent with, and not in addition to, the Company holiday(s). For example, if an employee was hired on a Friday, December 21, and the Company were closed Monday through Friday, December 24 through 28, for the Christmas holiday, there would be only one remaining day, Monday, December 31, available to be taken as a vacation day.

SECTION 3. Vacation time for full-time employees is increased to two weeks beginning January 1 of the following year, regardless of their hire date. Years are based on calendar years beginning January 1 and shall receive vacation pay allowance of two percent (2%) of their gross earnings with the Company, for the year ending with the payroll period immediately preceding June 1.

SECTION 4. Year 1 through completion of 5 years employment two (2) weeks with pay allowance of four percent (4%) of their gross earnings with the Company for the year ending with the payroll period immediately preceding June 1.

SECTION 5. Year 6 through completion of 15 years employment three (3) weeks with pay allowance of eight percent (8%) of their gross earnings with the Company, for the year ending with the payroll period immediately preceding June 1.

SECTION 6. Year 16 through completion of 20 years employment four (4) weeks with pay allowance of ten percent (10%) of their gross earnings with the Company, for the year ending with the payroll period immediately preceding June 1.

SECTION 7. Year 21 and over five (5) weeks with pay allowance of ten percent (10%) of their gross earnings with the Company, for the year ending with the payroll period immediately preceding June 1.

SECTION 8. Employees shall specify their vacation preference, during the month of January, and shall have their preference, by seniority, in their respective teams, on vacation time desired throughout the calendar year. Their preference shall be granted by the Company in accordance with the orderly and efficient operations of the Company, as determined by it.

SECTION 9. An employee has the option to roll over up to (5) five vacation days to the next calendar year or be paid out at year-end. The employee must request the carryover in writing on a form provided and submit to HR to carry over any vacation days no later than December 15 of each calendar year. Failure of the employee to request the carryover vacation days will result in the vacation days not available in the new calendar year.

SECTION 10. The Company and the Union agree that employees will be able to take less than a full week's vacation, one day at a time or one-half day at a time (not to exceed 10 one-half days per calendar year).

SECTION 11. Employees requesting vacation must notify their Coordinator at least 24 hours in advance and get approval. Vacation will be granted by the Company if it does not interfere with production, maintenance or shipping capabilities as determined by the Company. Employees' pay for vacation time will be included in their next paycheck if proper notification is given.

SECTION 12. The vacation pay allowance will be paid the week immediately preceding the employee's scheduled vacation period.

SICK DAYS

SECTION 1. Employees shall be eligible for five (5) sick days per year, two (2) of which may be taken in one-half (1/2) day increments. One (1) sick day cannot be used until after June 30 of each year.

SECTION 2. Paid sick days shall be used at the employee's discretion.

SECTION 3. Any unused sick days as of December 31 will be paid out to the employee.

SECTION 4. Employees who are to be absent, must give notification to the Company's electronic call-in line prior to the time of the shift for which the Employee will be absent. Failure to give such notice, will result in receiving one-half (1/2) an occurrence under the Absenteeism provision of Article XXX, No. 11.

ARTICLE XIII

LEAVE OF ABSENCE

SECTION 1.

(a) Temporary leave of absence, without pay, for a period not exceeding thirty (30) days, may be granted an employee at the exclusive option of the Company, during which leave of absence continuous service shall accumulate. On all official leaves of absence granted, the Company will notify the Union.

(b) Employee's selected by the Local Union to serve as delegates to a convention,

conference, or similar function of the International Union, will be given a leave of absence, without pay, for a reasonable period (not in excess of fourteen (14) calendar days), or such reasonable and necessary additional time as may be required for travel, provided at least one calendar week notice, in writing, in advance if possible, is given by the Union to the Company, and that such leave of absence will not adversely affect the efficient operation of the Company's facilities.

SECTION 2. Such leave of absence may, however, be extended for good and sufficient cause to ninety (90) days, but continuous service shall not accumulate during such extension, and upon such employee's return to work shall resume the same continuous service status that was in effect prior to such extension.

SECTION 3. Application for leave of absence and/or for extension thereof, shall be made in writing by the employee on a form furnished by Human Resources. The completed form will be submitted to the appropriate management representative of the affected Department.

SECTION 4. Leave of absence of one (1) year, subject to renewal for one (1) additional year, will be granted without loss of seniority, to work full time for the

Local, National, or International Union, and seniority shall accumulate during such leave. Leave shall be limited to one (1) person at any one (1) time. If any person shall fail to return to work during the period of leave or within seven (7) days thereafter, their employment with the company shall be automatically terminated. If an employee does return, as stipulated, they shall take the same job they had prior to such leave.

ARTICLE XIV

HOLIDAYS

SECTION 1. The following dates will be observed as holidays by the Company:

January 1, 2024 – December 31, 2024

<u>Holidays</u>	<u>Date Observed</u>
New Year's Day	Monday, January 1, 2024
Good Friday	Friday, March 29, 2024
Memorial Day	Monday, May 27, 2024
Independence Day	Thursday, July 4, 2024
Labor Day	Monday, September 2, 2024
Thanksgiving Day	Thursday, November 28, 2024
Day Following Thanksgiving Day	Friday, November 29, 2024
Christmas Week	Monday, December 23, 2024 Tuesday, December 24, 2024 Wednesday, December 25, 2024 Thursday, December 26, 2024 Friday, December 27, 2024

January 1, 2025 – December 31, 2025

<u>Holidays</u>	<u>Date Observed</u>
New Year's Day	Wednesday, January 1, 2025
Good Friday	Friday, April 18, 2025
Memorial Day	Monday, May 26, 2025
Independence Day	Friday, July 4, 2025
Labor Day	Monday, September 1, 2025
Thanksgiving Day	Thursday, November 27, 2025
Day Following Thanksgiving Day	Friday, November 28, 2025
Christmas Week	Monday, December 22, 2025 Tuesday, December 23, 2025 Wednesday, December 24, 2025 Thursday, December 25, 2025 Friday, December 26, 2025

January 1, 2026 – December 31, 2026

Holidays

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day Following Thanksgiving Day

Christmas Week

Date Observed

Thursday, January 1, 2026

Friday, April 3, 2026

Monday, May 25, 2026

Friday, July 3, 2026

Monday, September 7, 2026

Thursday, November 26, 2026

Friday, November 27, 2026

Monday, December 21, 2026

Tuesday, December 22, 2026

Wednesday, December 23, 2026

Thursday, December 24, 2026

Friday, December 25, 2026

January 1, 2027 – December 31, 2027

Holidays

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day Following Thanksgiving Day

Christmas Week

Date Observed

Friday, January 1, 2027

Friday, March 26, 2027

Monday, May 31, 2027

Monday, July 5, 2027

Monday, September 6, 2027

Thursday, November 25, 2027

Friday, November 26, 2027

Friday, December 24, 2027

Monday, December 27, 2027

Tuesday, December 28, 2027

Wednesday, December 29, 2027

Thursday, December 30, 2027

SECTION 2. Employees will be paid for the above holidays. Pay for such holidays will be computed so that the employee will receive the same pay as if he had worked regular schedule on the holiday. To be eligible for overtime pay for holiday(s), the employee must work the overtime schedule (if available) for the first day preceding the holiday(s) and work all the available overtime in the week in which the holiday(s) occurs.

To be eligible for overtime pay for Christmas Holiday Week, an employee must volunteer to work the available overtime the work week preceding and following the Christmas Holiday Week. Any absence other than approved vacation must be supported by written verification stating that the absence was beyond the control of the employee.

To be eligible for holiday pay, an employee must have been continuously employed by the Company for thirty (30) calendar days immediately preceding the holiday, and must work the regular schedule on working day immediately preceding the holiday, and the working day immediately following the holiday, except when absence from work on either, or both, of these days, or a part of either or both of these days, is due to one of the following:

1. A disabling injury suffered in the course of employment.
2. A death in the family.
3. No work for them to do.
4. Jury duty
5. Illness supported by licensed physician's written certificate or licensed chiropractor's written certificate.
6. Attendance before courts or legal board pursuant to subpoena
or otherwise required by the Court to be present.
7. Service as a pallbearer at a funeral.
8. Other causes beyond the control of the employee in which
verification is given to the Company.
9. Authorized leave of absence to serve as a delegate to a convention,
conference, or similar function of the International Union.

For the purpose of "Family", it includes only wife, husband, child, step-children (who currently reside with the employee), mother, father, brother, sister, grandparent, uncle, aunt, mother-in-law, father-in-law, and grandchild of the employee or spouse.

A toleration of two (2) hours will be permitted on the scheduled day of work immediately following the holiday, during which time the employee will not be disqualified from eligibility for holiday pay, if he is late reporting for work and

providing the employee has a good excuse that is acceptable to management.

An employee tardy on the scheduled day of work immediately preceding the holiday, will not be disqualified from eligibility for holiday pay.

If an employee actually works less than the hours marked up on the schedule for the day following the holiday, the employee will not be disqualified from eligibility for holiday pay.

SECTION 3. All employees required to work on any of the said holidays, will be paid on a time and one-half basis for time worked, and will receive in addition, one (1) day's holiday pay as calculated in Section 2, above.

SECTION 4. The eligibility requirements of Section 2 also apply to Section 3, except as to Section 3 it will be required that the employee work the day before and the day after a holiday to be eligible for holiday pay.

BIRTHDAY HOLIDAY

An employee shall receive their birthday off with pay. When an employee's birthday falls on Saturday, they shall be off on the preceding Friday. When their birthday falls on a Sunday, they shall be off on the following Monday.

When an employee's birthday falls on a scheduled holiday the employee can choose to have off the day before or after the holiday. Pay shall be at their normal rate of pay.

ARTICLE XV

FUNERAL LEAVE

In the event of a death in the Employee's family, the Company will grant a paid leave of absence, for time lost from the normal work week, up to a maximum of three (3) working days between the date of death and the date of burial, for spouse, child, father, mother, brother, sister, stepson or stepdaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepbrother, stepsister, grandparents, spouse's grandparents and grandchildren.

A maximum of one (1) working day between the date of death and the date of burial for brother-in-law, sister-in law, aunt, and uncle, niece and nephew.

Upon request, the employee submits proof of death and relationship to the deceased. Pay shall be limited to eight (8) hours per day at the employee's prevailing rate.

ARTICLE XVI

JURY DUTY

An employee who is called for jury service, shall be excused from work for the necessary time off for such services, for time that otherwise would have been worked. The employee will receive the difference between his regular hourly rate, for the number of hours currently being worked in a day, (up to eight (8) hours), and the payment received for jury service.

The employee shall be excused in time for reporting, and shall return to his job for the balance of the day, when jury service does not require a full day's service. Computation of pay for jury duty shall be based on the same method as used for computing holiday pay. The employee will present proof of jury service and of the amount of pay received. Any amount received by the employee for travel expenses, for such jury service, shall not be included in the computation of jury payment differential.

ARTICLE XVII

HOURS OF WORK, WAGES, AND OVERTIME

SECTION 1. The normal work week shall commence on Monday morning and constitute five (5) consecutive eight (8) hour days. Time and one-half shall be paid for all time worked in excess of eight (8) hours in any one day.

Time and one-half shall be paid for all hours worked on Saturdays. Double Time shall be paid for all hours worked on Sundays.

The normal daily hours of work will be flexible throughout the plant depending on business needs, as determined by the Company. Starting time for one-shift production shall occur between the hours of 6 AM and 9 AM. The normal daily hours of work shall be eight (8) hours in duration and will extend eight and one-half (8 ½) hours from the start time (the meal period included) within the above window. Work hours will be assigned by classification. Break and lunch periods will be scheduled as required supporting production demands.

In the event the Company determines the need for production shifts, the shift hours will be from 6:00 a.m. to 2:30 p.m. and from 2:00 p.m. to 10:00 p.m. The Company and union agree that should these hours need to be modified, both parties will meet as soon as possible, but no later than ten working days before the change is implemented. Employees working the 2:00 p.m. to 10:00 p.m. shift shall receive an extra \$0.25 an hour for shift differential.

Should the Company determine the need to change the normal work week (described above) it shall first bargain with the union the new changes before implementation.

LUNCH PERIOD

It is hereby agreed that no lunch period will be scheduled for employees working six (6) hours or less, on Saturday and/or Sunday. It is further agreed that employees scheduled to work more than six (6) hours on Saturday and/or Sunday will be entitled to a paid fifteen (15) minute Lunch Period.

BREAK PERIODS

All employees are to receive two (2) fifteen-minute break periods, for a total of thirty (30) minutes per day. When nine (9) hours or more are scheduled, employees will observe one (1) additional scheduled ten-minute break period.

FLEXIBLE WORK SCHEDULE - 8TH & MAIN

To accommodate Museum Tours, employees will have flexible breaks and lunch

SECTION 2.

OVERTIME PROCESS AND POSTING

A. When the company determines the need to run extra production they will notify the union and the affected employees 24 hours in advance of such required overtime using the following guidelines.

- a) Required overtime for Monday-Friday shall be worked between the hours of 6am – 6pm. No employee will be required to work more than twelve (12) hours in any one day,
- b) The company shall notify the union and employees by noon on Thursday of any required production overtime for Saturday and/or Sunday. Employees shall be required to work their normal starting schedule for weekend overtime.
- c) All production overtime will be scheduled on a rotating basis within each classification.
- d) No employee will be scheduled\forced for overtime two (2) consecutive days in a row. However, this does not eliminate an employee from volunteering to work two (2) consecutive days in a row.
- e) No employee will be scheduled\forced to work two (2) consecutive weekends (Saturdays and or Sundays) in a row. However, this does not eliminate an employee from volunteering to work two (2) consecutive weekends in a row.
- f) No employee will be forced more than one (1) time in their classification until all employees in that classification have been forced. Starting with the junior employee being first and the senior employee being last.
- g) The Company and Union agree that after all full-time bargaining unit employees have been asked for overtime, part-time and probationary employees will be asked to work overtime before any full-time employee if forced to work the overtime.
- h) The above procedure may be changed by mutual agreement between the Company and the Union as it relates to the hours of work scheduling.
- i) All overtime will be posted on the designed board for overtime. Any questions or concerns must be brought to the Company before the time occurs.
- j) No one shall work more than twelve (12) hours in any given day. Employees that work a twelve (12) shift shall be given a thirty (30) minute paid lunch.

B. The company agrees schedule Museum Tour Overtime as Follows:

a) Sign-up sheet will be posted on Mondays by 10am. Sign-up sheets will be taken down on Thursdays at 8:30am and will be posted along with any scheduled production overtime by noon on Thursday. Any Disputes must be presented to the company before noon of Friday.

b) Overtime for Museum Tours Consist of five (5) operations (CNC Turning, Combo, Pad Printing or Branding, Dip Line, Breaker.)

c) Museum Tour normal hours are 9am-5pm on Saturdays and 10am-4pm on Sundays and Summer Museum Hours Sunday-Wednesday open till 6pm, Thursday-Sunday, open till 8pm plus special hours for museum events close time is TBA. All employees are allowed to leave after the last tour gets past their respective operation.

d) All overtime will be paid at the respective rates. (Saturday (Time-Half), Sunday (Double-time), any hours over 8 hours in one day (Time-Half), any hours outside of normal hours (9am-5pm or 10am-4pm) will be paid at (Double-time).

e) All full-time employees will be assigned to at least two (2) operations plus the Breaker Operation or CNC Operation.

f) Employees will select operations by seniority. All operations shall have an even number of Employees and all employees shall be on a minimum of two (2) operations plus the Breaker Operation or CNC Operation. An Employee can choose to be on more than two (2) operations after all employees have chosen their two (2) operations. Employees may also choose to be an alternate on other operations but cannot get forced in those operations.

h) No employee will be scheduled\forced for overtime two (2) consecutive days in a row. However, this does not eliminate an employee from volunteering to work two (2) consecutive days in a row.

i) No employee will be scheduled\forced to work two (2) consecutive weekends (Saturdays and or Sundays) in a row. However, this does not eliminate an employee from volunteering to work two (2) consecutive weekends in a row.

j) No employee will be forced more than one (1) time in their classification until all employees in that classification have been forced. Starting with the junior employee being first and the senior employee being last.

k) The Company and Union agree that after all full-time bargaining unit employees have been asked for overtime, part-time and probationary employees

will be asked to work overtime before any full-time employee if forced to work the overtime.

l) No one shall work more than twelve (12) hours in any given day. Employees that work a twelve (12) shift shall be given a thirty (30) minute paid lunch

SECTION 3. It is agreed the Company will pay the employee a fair day's pay and in turn the employee will give the Company a fair day's work.

k) The Company and Union agree that after all full-time bargaining unit employees have been asked for overtime, part-time and probationary employees will be asked to work overtime before any full-time employee if forced to work the overtime.

l) No one shall work more than twelve (12) hours in any given day. Employees that work a twelve (12) shift shall be given a thirty (30) minute paid lunch.

SECTION 3. It is agreed the Company will pay the employee a fair day's pay and in turn the employee will give the Company a fair day's work.

SECTION 4.

MAINTENANCE CALL IN

When Maintenance is called into work, they will be paid 3 hours pay at the applicable rate plus hours worked.

ARTICLE XVIII

THIRTY (30) CALENDAR DAYS DEFINED

Wherever used in this contract, the words "thirty (30) calendar days" shall mean thirty (30) continuous calendar days.

ARTICLE XIX

CONFLICT WITH LAW

If any provision of this agreement shall, during its term, become in conflict with State or Federal Law, it is agreed that such provisions of the Agreement shall thereupon become void to the extent of such conflict, and the remainder of this Agreement shall continue thereafter in full force and effect for the remainder of the term.

ARTICLE XX

NO DISCRIMINATION

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, religion, sex, national origin, disability, or veteran status. Unless otherwise specified, the masculine pronoun, as herein used, shall be construed to include the feminine.

ARTICLE XXI

COORDINATORS WORKING

Coordinators shall not perform bargaining unit work except when training employees or when filling vacancies of key personnel during their temporary absence. Provided however, the Ballplayer Coordinator, and the Maintenance Coordinator (s), shall not be subject to this Article. The Maintenance Coordinator (s) shall be permitted to perform work of an emergency nature, alone, on overtime, but on all large emergency jobs on overtime and other maintenance work on overtime, he shall have a member of the Maintenance crew with him, if available.

It is further understood, and agreed, that if any member of supervision performs bargaining unit work, in clear violation of this Article XXI, the Company shall pay an amount equal to such time worked to the employee, who would have, or should have, performed such work.

The Ballplayer Coordinators, no more than two (2), shall be permitted to perform the following work in addition to their normal supervisory duties:

- (1) Pick out bats for Professional Orders.
- (2) Spot check quality (caliper, scale, etc.).
- (3) Check new models and approve size.
- (4) Check finished bats.
- (5) Paper work.
- (6) Emergency personal service for professional players.

Ballplayer Coordinators shall not exceed three (3) hours work per day on Ballplayer packing, unless there are not enough qualified employees to perform the job.

ARTICLE XXII

AMENDMENT OF AGREEMENT

This Agreement can be changed by mutual agreement, in writing, signed by the Company and the Union.

ARTICLE XXIII

TERM OF AGREEMENT

This Agreement shall take effect on April 1, 2024 and shall expire on March 31, 2027.

ARTICLE XXIV

FUTURE CONFERENCE

Joint conference between the representatives of the Company, and the Union, shall commence in Louisville, Kentucky, upon notice by registered mail from one party to the other, sixty (60) days prior to expiration of this Agreement, for the purpose of negotiating an agreement with regard to wages, hours, and working conditions, to take effect upon the expiration of this Agreement.

All provisions of the present Basic Agreement, except those above, shall remain the same.

ARTICLE XXV

WAGE RATES

PRIMARY CLASSIFICATION

Machinist \$38.39 TBD Annual pay adjustments shall be based on a) same negotiated increase received by other union employees b) 2 ½% of the Machinist hourly rate or c) the regional "fair market rate" for this job, whichever is greater. After 45 days of employment with the Company, the Machinist shall be reimbursed for tuition, fees, and books, when a related course or education program directly related to the Machinist line of work is successfully completed, and documentation provided. Approval for program must be obtained prior to beginning the course or program.

PRIMARY CLASSIFICATION:

Production workers shall only work in production classifications. Maintenance workers shall only work in maintenance classifications. This shall be for regular work hours and overtime.

Notwithstanding any other provision of this article, the Company and Union agree that the startup, clean up, or assisting in the turning area by Maintenance employees shall be allowed in the event the Tool Grinder Operator is absent.

MAINTENANCE TEAM

The Machinist position is currently the only position in this Contract.

WAGE INCREASE

Rate	Rate	Rate
1/15//2024	4/01/2025	4/01/2026
\$1.50	\$1.00	\$1.00

SECOND SHIFT AND FLOYD STREET EMPLOYEES

Employees working at Floyd Street Warehouse shall receive an extra \$0.25 per hour shift differential.

FLEX SHIFT DIFFERENTIAL

Employees scheduled to work a flex shift (starting time after the normal starting time) shall receive thirty-five cents (\$0.35) per hour differential for as long as they remain on this schedule.

LATHE START-UP

Notwithstanding any other provision of this article, the Company and Union agree that the startup, clean up, or assisting in the turning area by Maintenance employees shall be allowed in the event the Tool Grinder Operator is absent.

SPRAY DEPARTMENT

Employees assigned in the Spray Department shall receive an extra \$0.50 per hour differential for having to wear PPE (Personal Protective Equipment) for hazardous materials.

Any Employee that is not assigned to the spray department but works in the spray department when needed will also receive a \$0.50 per hour differential for the day that employee works in the department.

ARTICLE XXVI

ALL DEPARTMENTS

Daily Assignments

Work would be performed by employees in the following order: Work would be performed by employees in the following order:

1. Primary Classification.
2. Secondary Classification (their team).
3. Other teams within their Department.

Open Jobs

All employees, with the exception of unassigned workers, who perform work on jobs outside their assigned classification, shall receive their base rate, red circle rate, or rate of the job, whichever is greater.

Job Bidding

When bidding to a classification with a higher base rate, the employee carries his old base rate. After forty-five (45) days in the classification, he will receive the base rate of the new classification.

Bidding to a classification with a lower base rate, the employee receives the new base rate from the beginning in the new classification.

Floater

There will be no roll backs for Floaters either selecting or being placed on permanent jobs. Floaters shall carry their red circle rate to the job with them.

1. Primary Classification.
2. Secondary Classification (their team).
3. Other teams within their Department.

MISCELLANEOUS

AUXILIARY EQUIPMENT

Management assumes responsibility for, and shall have the right to turn the Air Compressor, Fume and Dust Collection System on and/or off outside normal work hours of 6:00 AM – 10:00 PM.

UNIT PRESIDENT & UNIT GRIEVER

The Unit President and Unit Griever will be given a reasonable amount of time to be absent from their assigned job to investigate and process grievances. The Unit President and Unit Griever shall notify their immediate supervisor prior to

leaving their assigned job, and shall give the supervisor a reasonable time frame of the time needed to address the problem. Pay for the Unit President's and Unit Griever's lost time will be at each of their prevailing rates.

PERFECT ATTENDANCE BONUS

An Employee who attains perfect attendance for a full calendar month (i.e. works all scheduled days) will receive a \$100.00 perfect attendance bonus.

The only exceptions will be for holidays, funeral leave, jury duty, vacation days, paid sick days and Union business leave. If, however, an Employee has six (6) occurrences, they shall not be eligible for the Perfect Attendance Bonus.

NEW MEMBER ORIENTATION

The Union Committee will be given time to have an orientation with new member within five (5) working days after Employee(s) are hired by the Company. Orientation will not exceed two (2) hours in time.

TURNING LATHE & BURN BRANDING IN MUSEUM

- (a) The Company will operate a turning lathe (for show and tell) in the Museum along with a Burn Brander. The Company committed that a qualified hand turner (union employee) and a qualified Burn Brander (union employee) will be utilized to train the museum workers who will operate these machines only during the museum's normal hours of operation. During special events, or after hours, overtime will be offered to qualified union employees by seniority. In the event no union employee accepts the overtime, the trained museum employees will be allowed to do the work.
- (b) The company and union agree that all burn branded bats made by museum workers for the purpose of show and tell may be sold in the museum only. The parties further agree that these bats shall not be available for purchase by any other method. The company agrees to notify the union, in writing, on a quarterly basis with the number of bats that are being sold.

MAKE-THEIR-OWN-BAT SCENARIOS

Non-Union museum workers will be allowed to assist customers in "make-their-own bat" scenarios.

LASER WORK

Union Employees will normally produce all internet and call-in orders for laser work on bats. The Company will, however, normally assign walk-in laser work to non-bargaining unit employees.

When the volume of laser work exceeds the capacity of the non-bargaining unit employees, the Company will produce the laser work with bargaining unit employees. When the volume of laser work exceeds the capacity of bargaining unit employees, the Company will produce the laser work with non-bargaining unit employees.

When laser demand exceeds the capacity of the laser machines, the Union agrees the Company has the right to contract out the laser work to local suppliers, provided that the Union is notified when the contracting out occurs.

The Union agrees that the Company shall have the right to set up lasers which will be staffed by non-bargaining unit employees at local ballparks, local events and other venues.

Custom laser work or high volume orders that are beyond the capacity of the Company's current lasers and emergent work (defined as work that is not now being done and might be needed as customers' demands change in the future) may be contracted out by the Company to local suppliers, provided that, as long as there is work to support current level of Union staffing in the laser area (2 employees) the Company will retain that level of staffing.

The Company can separate the warehouse from the factory for assignments of overtime only.

The Company has the right to contract out non-production work, including, cleaning of restrooms and cafeteria, landscaping and grounds keeping, in accordance with the current outsourcing practices.

The Company will be allowed to cross-train throughout manufacturing as deemed necessary by management.

ARTICLE XXVII

INSURANCE BENEFITS AND AGREEMENT

SUN LIFE - LIFE INSURANCE COMPANY

SCHEDULE OF BENEFITS

LIFE INSURANCE

<u>CLASS</u>	<u>BENEFIT</u>
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All Full-Time Active Employees	\$25,000
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Benefits terminate at retirement

ACCIDENTAL DEATH AND DISMEMBERMENT

<u>CLASS</u>	<u>BENEFIT</u>
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All Full-Time Active Employees	\$25,000
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Benefits terminate at retirement

DEPENDENT LIFE

<u>DEPENDENT CLASSIFICATIONS</u>	<u>BENEFITS</u>
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Spouse	\$1,000
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Benefits terminate at retirement

SHORT TERM DISABILITY

<u>CLASS</u>	<u>BENEFITS</u>
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All Full-Time Employees	60% of Weekly Salary (Maximum of \$400)
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Weekly Benefits begin:	1st day of Accident
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	8th day of Sickness
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Maximum Benefit Period:	52 Weeks
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DELTA DENTAL PROGRAM

Union employees have the same dental benefits as corporate employees.

Current Union Dental employee contributions per month are:

EE	\$0.00
EE+1	\$2.00
EE+ 2 or more	\$4.80

INSURANCE AGREEMENT

This Agreement, dated April 1, 2024 is between Hillerich & Bradsby Co. (hereinafter referred to as the "Company"), and UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO, CLC, OR THE USW (hereinafter referred to as the "Union").

The parties agree as follows:

1. Wherever used herein:

(a) The term "The Basic Agreement" means the labor agreement between the Company and the Union bearing date of April 1, 2024 (applicable to the hourly rated production and maintenance employees of Hillerich & Bradsby Co.) or any successor agreement between the Company and the Union which is, during the life of this Insurance Agreement, applicable to such employees.

(b) The term "Employee" means any full-time employee of the Company who from time to time during the term of this Agreement shall be in the bargaining unit covered by the Basic Agreement and shall include all full-time employees who are on the payroll and who are actively working (i.e. not laid off), on April 1, 2024, and whose continuous service as of the effective date of the Insurance benefits provided by this Agreement shall not have been broken within the Meaning of the Insurance Agreement between the Company and the Union of April 1, 2024.

(c) The term "Program" means the revised program for insurance benefits herein set forth.

(d) The term "Plan" means the Insurance Benefits Plan as set forth in the Basic Agreement and Certificate of Coverage.

2. The purpose of this Agreement is to implement the Insurance Agreement of April 1, 2024, applicable to the employees of the Company (hereinafter called "Insurance Agreement") and to provide for a revised program of insurance benefits to include Life, Accidental Death and Dismemberment, Dental, Sickness and Accident, Medical, and Retired Life (hereinafter called the "Program") to become effective April 1, 2024 or as hereinafter provided.

3. Such program of insurance shall be in substitution for any or all insurance benefits now provided by the Company in whole or in part (except benefits under Workmen's Compensation and Occupational Disease Laws)

and shall be the exclusive benefit or payment of such nature to be provided in whole or in part by the Company, except as the Company and Union have agreed to, or may agree to, in writing.

4. Benefits of the Program provided, prior to the Insurance Agreement of April 16, 2012 (hereinafter called the "prior Program"), shall be applicable for any occurrence prior to April 1, 2024 for which benefits were provided by such Prior Program, and subject to all of the provisions applicable thereto. Any insurance which, as of April 1, 2024 is being continued during an employee's layoff, leave of absence, or disability, in accordance with the Prior Program, will be continued in accordance with the provisions of such Prior Program as if it were continued unchanged. Such employees shall not be eligible to participate under this Revised Program until they return to active work, on or after April 1, 2024.

HEALTH INSURANCE COVERAGE

1. For Health Insurance, the H&B HRA plan will apply to all eligible current employees and eligible retired workers. H&B also offers two additional optional medical plans - an HSA plan and a PPO plan.

2. The cost to workers of the H&B HRA plan will be 2.5% of their weekly base wages (assuming a constant 40 hour week) for each family member they cover, up to a cap of \$554 per month per employee, if the employee participates in H&B's Wellness Program. Any cost of the health plan over the employee's contribution rate will be paid by the Company. The plan design and employee contributions to this plan may change from time to time. Increases passed along to employees will be the same as those passed on to H&B office employees.

3. Individuals who retired under the 1998 Option Agreement will be entitled to coverage paid 100% by the Company until the retiree and his or her spouse attain age 65. The Company will discontinue such coverage upon the retiree and his or her spouse's attainment of age 65 or when Medicare starts, if earlier.

4. Employees after the date this Addendum is executed will have access to the Company's health coverage per the attached retiree policy applicable to the H&B HRA plan, but such retirees must pay 100% of the cost for that coverage.

5. The benefits and conditions set forth in the Plan will be provided by appropriate contracts with Insurance Companies selected by and entered into by the Company. Copies of all Master Insurance Policies, covering benefits provided in the Agreement, will be furnished to the Union. The contents of such Plan shall be made available to employees by distribution of any appropriate booklet(s). In the event of any conflict between the Agreement and the Booklet or the Master Insurance Policies, this Agreement shall govern.

6. Dividends, or premium refunds, arising from contracts of Insurance underwriting the insurance benefits of the Program will accrue to the Company.

7. Continuation, Termination, Reinstatement of Insurance Benefits:

(a) Any employee who is laid off, or given a leave of absence for reasons other than injury or illness, shall be covered by the Revised Program of Insurance for six months.

(b) Any employee who is absent due to occupational disability shall be covered by the Revised Program of Insurance, not beyond the month following thirty (30) days after the period, with respect to which statutory compensation is payable.

(c) Any employee who is absent due to non-occupational disability shall be covered by the Revised Program of Insurance during such absence for a period not to exceed six (6) months. At the end of this period, the Company will notify the employee of the right to continue group health and dental coverage, at the employee's own expense, under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

(d) Any employee who is absent from work on April 1, 2024 shall not be eligible for revised Sickness and Accident benefits, which would otherwise have become effective on that date, until such time as the employee returns to active work.

(e) Any employee may continue to be covered by the Life Insurance provision of this Agreement for up to eighteen (18) months following the six-month period described in (a), (b), and (c) above, provided that such employee

pay to the Company, one (1) week prior to the first Wednesday of each month, sixty cents (\$.60) per month for each \$1,000 of such Life Insurance coverage.

(f) The insurance benefits will become effective for all participating employees on the first of the month following the completion of a continuous forty-five (45) day probationary period.

(g) The insurance benefits will be automatically reinstated upon return to work, prior to a break in continuous service.

(h) The insurance benefits will terminate at the end of the month in which an employee terminates his employment, except in (j) below.

(i) If any employee retires pursuant to the Company's non-contributory pension plan, there will be payable upon death, a death benefit of \$25,000. No contributions are required of retired employees with respect to any death benefit provided, following retirement.

(j) Any employee who retires may continue to be covered under the group Health Plan to age 65, and/or the employee's spouse may continue to be covered under the group Health Plan to age 65, provided such retired employee pays the full cost of such coverage. Such retiree shall make payment to the Company on the first day of each month, the amount necessary to pay the full cost of such coverage.

8. Difference between claimants, and the processors of the claims, or any Insurance Company, shall not be subject to the grievance procedure. However, the Company will designate representatives who will be available for consultation with employees, or a duly designated representative of the Union, so that a full explanation may be given with respect to the basis of disposition of claims.

9. If a delay occurs in the payment of Accident and Sickness or Workmen's Compensation weekly benefit payments, which exceeds five (5) weeks, and the liability for such benefits are not in dispute with the Company, the Insurance Steward will investigate the case. If the Company finds the delay is not due to the employee, or the employee's doctor, but is due to the processing of the claim by the Company or the Insurance Company, the Company will make the delayed Accident & Sickness (A&S) or Workmen's Compensation weekly benefit payment to the employee. The amount of the weekly benefit payment, advanced to the employee by the Company, will subsequently be assigned or reimbursed to the Company, by the employee, from the total benefit payments or other moneys due the employee.

10. In the event of termination or expiration of this Program, neither the Company nor any participating employees, nor any beneficiaries, nor persons claiming through them, shall have any right, title, or interest in or to any of the contributions made pursuant to this Agreement, or any other moneys properly creditable above to any Account, except as this Agreement provides.

11. The failure of any Insurance Company to provide for any benefit shall result in no liability to the Company, nor shall such failure be considered a breach by the Company of any of the obligations which it has undertaken by this or any other agreement with the Union. However, in the event of any such failure, the Company and the Union shall immediately take steps to provide substitute coverage.

12. From and after the date 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 the rates of pay of the employees on account of, or for use in paying, the cost in whole or in part, of any program of insurance benefits of the employees, or their dependents.

(b) Make any request that the Company increase its contribution toward the cost of any program of insurance benefits for the employees as provided by this agreement.

(c) Engage, or continue to engage in, or in any manner encourage or sanction any strike, work stoppage, interruption or impeding of work at the Company, for the purpose of securing any such increase, or any such change, or any other action, with respect to insurance; and during the term of this Agreement, the Company shall not have any obligation to negotiate, or bargain with the Union, with respect to any of the matter covered by or relating to clause (a), (b), or (c).

13. From and after the date of this Agreement, the Company shall not change or request any change, in this Agreement, nor engage in or sanction any lockout for the purpose of securing any such change.

14. In the event of a strike, the insurance program, with the exception of sickness and accident benefits, will be continued for thirty (30) days. During such thirty (30) days, the parties will discuss procedures and arrangements with respect to further continuation of insurance coverage.

15. This Agreement shall remain in effect until midnight March 31, 2024. Either party may, on or before February 10, 2024, give notice to the other party of the desire of the party giving notice to negotiate with respect to insurance. If such notice is given, the parties shall meet within thirty (30) days after February 10, 2024, to negotiate with respect to such matter, and if the parties shall not agree with respect to such matter by midnight March 31, 2024, either party may thereafter resort to strike or lockout, as the case may be, in support of its position in respect to such matter.

WELLNESS PROGRAM

Employees will be entitled to participate in H&B's Wellness Program. If an employee (or spouse) elects not to participate in the Wellness Program, the employee's monthly cost for health insurance increases by up to \$135.00 per month for each covered adult who elects not to participate.

Sessions in the Wellness Program will be scheduled by the Company. Employees will be paid their regular rate of pay for time spent in these sessions.

Children enrolled in Company health coverage are not included in the Wellness Program.

DOMESTIC VIOLENCE

The Union and the Employer agree that domestic violence is not a private matter. Domestic Violence is a workplace issue that affects a significant number of union members and that makes it a mutual concern. In fact one out of three women reported being a victim of violence at the hands of an intimate partner at some time in their lives. It is recognized that there are other forms of Domestic Violence as well. We know that when domestic violence follows workers onto the jobsite the impacts are far reaching for the worker and potentially co-workers and it can be lethal.

- a) The employer agrees that employees who are victims of domestic abuse shall be granted access to any earned credits for time off under the collective agreement, or a leave of absence without pay. Due to the cyclical nature of the behavior, it is agreed that this leave shall be granted as required including on a daily basis if required.
- b) In cases of Domestic Violence the Employer shall ensure that appropriate measures are put in place, as required under the Occupational Health and Safety Act, to protect workers from domestic violence situations in the workplace.

ARTICLE XXVIII

DEFINED PENSION AND 401K

The Pension Agreement, and the Amount of Pension Benefits, which follow, have been agreed to as of April 1, 2024.

Amount of Pension

Participants Retiring or Terminating:

<u>On or after:</u>	<u>but prior to:</u>	<u>Amount of Benefit:</u>
March 1, 2024	March 1, 2025	\$23.00 per year of service
March 1, 2025	March 1, 2026	\$23.00 per year of service
March 1, 2027	March 1, 2027	\$23.00 per year of service

All employees are entitled to a full Pension at age 62 with no reduction. In accordance with Section 436 of the Internal Revenue Code, added by the Pension Act of 2006, because H&B and the USW decided, as part of the 2007 and 2008 USW Voluntary Early Buy Out program, to amend and extend the bargaining unit's contract from 2010 to 2012, and that H&B's USW Pension Plan is under-funded, employees who retire after July 1, 2008, will no longer be able to take pension benefits in the form of a lump sum distribution. Instead, they will only be able to take their pensions as monthly annuity payments.

RETIRED EMPLOYEES

The Company agrees to continue, in full force and effect, the pensions being paid to all pensioners who have retired prior to April 16, 2012. There shall be added to the monthly pension of each pensioner, who retires on or after March 1, 2012, the sum of \$6.70 per month.

401K PLAN

After new Employee has completed the required 1000 hours worked at the beginning of the next quarter open enrollment period. The Company will fund the plan at a rate of 3% of employee's wages on a monthly basis. Employee may contribute additional funds to their individual 401K up to the maximum allowed by the IRS.

ARTICLE XXIX

COST OF LIVING AGREEMENT

(a) The cost of living adjustment shall be determined in accordance with the changes in the Consumers' Price Index for Urban Wage Earners and Clerical Workers, Current Revision (1967-100), published by the Bureau of Labor Statistics, United States Department of Labor, hereinafter, referred to as the BLS Consumers' Price Index.

(b) The BLS Consumers' Price Index for April 2024 will be the basis of all adjustments, as provided in (c) below.

(c) A cost-of-living allowance of one (1) cent (\$.01) per hour will be paid for each full four-tenths (.4) increase in the BLS Consumers' Price Index above the April, 2024 Base index. The amount of the cost of living allowance, which shall be effective for each twelve (12) month period, shall be determined in accordance with the following schedule:

Effective on the first day of the first Pay Period commencing on or after April 16, 2024, April 15, 2022 and April 14, 2027 Based on the BLS Consumers' Price Index for April 2024, April 2022, April 2027.

(d) There shall not be any increase in any then existing cost-of-living adjustments, unless the amount of the decrease, in the adjustment, is at least two cents (\$.02), at which time the full amount of the appropriate decrease shall be made based on each eight-tenths (.8) decrease in the price index.

(e) In the event the Bureau of Labor Statistics has not issued the appropriate indexes by April 1, 2024, April 1, 2025 and April 1, 2026 any adjustments in the allowance required by such index shall be effective at the beginning of the first pay period after receipt of such index and will be made retroactive to the first day of the first pay period commencing on or after April 1, 2024, April 1, 2025 and April 1, 2026.

(f) If the BLS Consumers' Price Index, in its present form, and calculated on the same basis, shall be revised therefrom or discontinued, the Parties shall attempt to adjust this clause, or if agreement is not reached, the Parties shall request the Bureau of Labor statistics to provide an appropriate conversion or adjustment, which shall be applicable as the appropriate adjustment date and thereafter.

(g) During the term of this Agreement, all the terms of this Cost of Living Agreement shall be frozen and shall have no effect.

ARTICLE XXX

EMPLOYEE RULES AND REGULATIONS

It is essential to the successful operation of the business, and to the welfare of all employees, that fairly established standards of discipline, health, attendance, workmanship, and honesty be maintained.

These Rules and Regulations, and the disciplinary penalties attached, have been agreed upon by the Company and the Union for the purpose of creating a better relationship and understanding between the employer and employees.

Any form of disciplinary action, including verbal or written warnings shall be issued to the Employee(s) within five (5) working days of the occurrence. This excludes Saturdays, Sundays, holidays, vacations, illness, or regularly scheduled off days. Discipline not issued within the above timeframe shall be deemed as not to have occurred.

1. No employee shall leave the plant during their working hours without permission. For the first violation of this rule, the employee shall receive corrective counseling, Step 1. For the second violation, the employee shall be discharged under Step 4.

2. TIME OFF THE JOB: Employees shall be ready for work at shift starting time and at start-up time after the lunch and break periods. Employees shall remain on their job until the start of break, lunch, and clean-up periods. Each

team shall be responsible to clean-up their area. Loafing, or unauthorized time off the job, cannot be tolerated. For the first violation of this rule, the employee

shall receive corrective counseling, Step 1; for the second violation within a twelve (12) month period, corrective counseling, step 2; for the third violation within a twelve (12) month period, corrective counseling, Step 3; for the fourth violation within a twelve (12) months period, the employee shall be discharged under Step 4.

3. No employee shall report to work or work while under the influence of alcohol or drugs. Possession of, or the drinking of alcohol or the use of drugs on Company owned, leased, or operated property, is prohibited.

Any employee found to be under the influence of alcohol or drugs, will be sent home without pay for the rest of that day. For the second violation of this rule, the employee shall be discharged under Step 4.

The Company shall require mandatory drug and alcohol testing following an occupational accident that requires professional medical attention. If post-

accident testing is positive and the employee's first offense, employee agrees to enter and complete a rehabilitation program, and the Company has the right to random test four (4) times within the next six (6) months. A second positive test within the following twelve (12) months will result in discharge under Step 4. The Company also agrees to provide transportation for the employee to the testing facility and back to work, or home, after testing. Any employee who violates this rule shall receive corrective counseling, Step 3.

4. Gambling on Company owned, leased, or operated property is prohibited. Any employee who violates this rule shall receive corrective counseling, Step 2,

for the first violation. For the second violation, the employee shall receive corrective counseling, Step 3. For the third violation, the employee shall be discharged under Step 4.

5. No employee shall falsify a time record, or any other company record. Any employee who violates this rule shall be discharged under Step 4.

6. There shall be no fighting on Company owned, leased, or operated property. Violation of this rule shall result in disciplinary action, up to and including discharge, depending on the circumstances. Positive and Corrective Counseling.

7. Policy. The Company strictly prohibits harassment of a sexual nature or because of a person's sex, race, color, national origin, religion, age (age 40 and older), disability, or other protected status (collectively, "protected status"). Prohibited conduct includes both verbal and physical conduct by any person, including employees, supervisors, managers and others having business with the Company, which harasses, disrupts or interferes with an employee's work performance or which creates an intimidating, offensive or hostile working environment. Conduct in violation of this policy may occur between people of the same, or of different, sex or protected status. Conduct in violation of this policy will result in disciplinary action up to and including immediate discharge.

Prohibited Conduct. Examples of conduct prohibited by this policy include: (1) offering or granting employment benefits or preferential treatment to an employee in exchange for sexual favors, (2) taking or threatening adverse employment action against an employee refusing a request for sexual favors or for reporting violations of this policy, (3) engaging in unwelcome physical touching of another person including fondling, inappropriate brushing and blocking of another's movement around the workplace, (4) displaying materials, including objects, pictures, calendars, magazines, catalogues, posters and computer images, that are sexually suggestive or that are demeaning or threatening on the basis of protected status, (5) transmitting communications, by phone, computer, voice mail, letter, note or otherwise, that are sexually suggestive or that are demeaning or threatening on the basis of protected status, (6) making comments, including jokes, innuendo, and references to a person's appearance, anatomy or clothing, that are sexually suggestive or that are demeaning or threatening on the basis of

protected status, (7) making repeated, unwanted requests for a date; and (8) making sexually suggestive or inappropriate physical gestures including oral or manual gestures, leering and ogling. These examples are not intended as a complete list of physical or verbal conduct that may violate this policy.

Reporting of Violations. The Company's policy is to stop harassing conduct before it affects the working environment of any employee. Employees must report harassment to the Manager of the Bat Factory, the Human Resources Manager, or to the Director of Human Resources.

Prohibition of Retaliation. The Company's policy is to stop harassing conduct before it affects the working environment of any employee. Employees must report harassment to the Manager of the Bat Factory, the Human Resources Manager, or to the Director of Human Resources.

Investigation and Remedy. It is the Company's policy to promptly investigate and, where appropriate, to take prompt remedial action with respect to all complaints under this policy. Any employee, who violates this policy, whether or not such conduct constitutes harassment for legal purposes, will be subject to disciplinary action and up to and including immediate discharge. In the event there is insufficient evidence that a violation of this policy has occurred, the Company will if appropriate, take action to protect employees from recurrence of the reported conduct and from retaliation for reporting the conduct.

8. No employee shall engage in horseplay, scuffling, or throwing objects, on Company owned, leased, or operated property. For the first violation, corrective counseling, Step 1; for the second violation, corrective counseling, Step 2; for the third violation, the employee shall receive corrective counseling, Step 3. For the fourth violation, the employee shall be discharged under Step 4.

9. Dishonesty, or theft, is strictly prohibited. This applies to Company property, the property of customers, and other employees. This includes the deliberate destruction, or unauthorized removal, of such property. The employee shall be discharged for violation of this rule under Step 4.

10. Gross insubordination to coordinators will not be tolerated. Violation of this rule shall result in disciplinary action up to and including discharge, depending upon the circumstances. Positive and Corrective Counseling - Step 4.

11. ABSENTEEISM: The Company will implement a "no fault" absenteeism policy. An Employee will be terminated after twelve (12) attendance points. If an Employee has five (5) points, they shall receive corrective counseling, Step 1. If an Employee has seven (7) points, they shall receive corrective counseling, Step 2. An Employee with ten (10) points, they shall receive corrective counseling, Step 3. An Employee with twelve (12) points, they shall be discharged under Step 4. All counseling and discharge on a rolling calendar year basis.

(a) * Attendance Point – An Attendance Point is anytime an Employee is more than two (2) hours late reporting for work or leaves work more than four (4) hours before regular quitting time. If an Employee is less than two (2) hours late reporting for work or leaves work less than four (4) hours before the regular quitting time, such event constitutes one-half (1/2) a point.

(b) However, any Attendance Points resulting from sickness, accident, or legal action which requires subsequent attention for the same reason, by a physician, hospital, or court, pursuant to subpoena or required by court to be present, after the employee returns to work, shall be considered as being part of the original Attendance Point, if properly verified, until the employee is released by the doctor, or the case is resolved by the court to a maximum of 3 days. Employees have ten (10) business days, if applicable to properly verify their absence with a doctor's note. This excludes Saturdays, Sundays, holidays, vacations, illness, or regularly scheduled off days. Employees not presenting a doctor's note within ten (10) business days will receive an Attendance Point for their absence.

(c) Jury Duty, Holidays, Vacation, Funeral Leave (if paid by the Company), absence caused directly by work related injuries compensable under the Workers Compensation statute, paid sick days, disciplinary suspension and Union time provided in this Agreement will not be considered as Attendance Points.

(d) All counseling and other discipline, including discharge must occur during a rolling twelve (12) month period.

(e) Employees will receive Attendance Points back on the 1st Day of the Month that the Attendance Point was missed on a rolling twelve (12) month period.

12. SLEEPING ON DUTY: For the first violation, the employee shall receive corrective counseling, Step 3. For the second violation, the employee shall be discharged under Step 4.

13. BAD WORK: Employees are expected to produce work of acceptable quality. (This includes clean-up of their area and any company required paperwork) For the first violation, the employee shall receive corrective counseling, Step 1. For the second violation, the employee shall receive corrective counseling, Step 2. For the third violation, the employee shall be disqualified from the job, become an unassigned worker receiving day rate, and will not be allowed to rebid this job unless substantial changes are made in such job.

14. NOT RETURNING AFTER LUNCH: No employee shall leave the plant during lunch and not return without permission. For the first violation of this rule, the employee shall receive corrective counseling, Step 2. For the second violation, the employee will receive corrective counseling, Step 3. For the third violation of this rule, the employee shall be discharged under Step 4.

15. USE OF UNAUTHORIZED DOORS: Employees are expected to enter and exit the facility through designated doors. Any employee who violates this rule shall receive corrective counseling, Step 3. For the second violation of this rule, the employee shall be discharged under Step 4. (Memorandum of Agreement dated 3/24/05 allows employees to access the shipping dock door during lunch breaks. Employees are not allowed to carry anything from the facility without prior permission from management).

16. PORTABLE PHONES: Employees may carry cell phones or other mobile communication devices on their person, however; they must be placed on vibrate only or turned off and responded to, only during scheduled breaks and lunch. Cellphone and other mobile communication devices usage in the production area is limited to listening purposes only (music or podcast) and only with a single ear bud. If employee receives an emergency call, the employee is directed to turn off their equipment and step away from the production area to accept the call.

ONLY if required as part of the employees' required job function such as; maintenance, union business for Grievance Committee (President, Griever & Recording Secretary), communications, taking pictures or videos, etc., is cell phone use is acceptable in the production area.

First offense within a twelve (12) month period - Corrective Counseling Step 2,
Second offense within a twelve (12) month period - Corrective Counseling Step 3,
Third offense within a twelve (12) month period – Corrective Counseling Step 4.

17. CALL IN DAILY: To report absences, employees must call in daily to the telephone number designated, by the Company, for that purpose. For the first violation of this rule, the employee shall be terminated – Corrective Counseling Step 4.

*Note – A one-time reprieve, without discipline, will be given to each employee who fails to call in daily as required.

All warnings three (3) years old, or older, will be considered null and void.

The above employee rules and regulations are representative of conduct which will warrant disciplinary action. Any act, or conduct, by the employee, which violates good order in the plant, will be subject to disciplinary penalty, depending upon the nature of the conduct.

ARTICLE XXXI

SAFETY RULES

The following are the Company's Safety Rules. For the protection of all employees, visitors, equipment, and property, it is necessary that they be rigidly adhered to and obeyed. It is further agreed that this list of Safety Rules may be added to in the future, as conditions warrant.

1. ACCIDENT REPORTS - All accidents where damage or injury occurs, however slight, must be reported immediately.

1st violation within a rolling 12 month period – Corrective Counseling Step 2

2nd violation within a rolling 12 month period – Corrective Counseling Step 3

3rd violation within a rolling 12 month period – Corrective Counseling Step 4 - Termination

2. RUNNING – There shall be no running within any facility; owned, leased or operated by the Company.

1st violation within a rolling 12 month period – Corrective Counseling Step 2

2nd violation within a rolling 12 month period – Corrective Counseling Step 3

3rd violation within a rolling 12 month period – Corrective Counseling Step 4 - Termination

3. EYE PROTECTION - Eye protection, with appropriate side shields, must be worn in all production, shipping and maintenance areas of the Factory.

1st violation within a rolling 12 month period – Corrective Counseling Step 2

2nd violation within a rolling 12 month period – Corrective Counseling Step 3

3rd violation within a rolling 12 month period – Corrective Counseling Step 4 - Termination

4. EAR PROTECTION - Ear protection is required in work areas which have a high noise level. Properly fitted ear plugs, or ear muffs, must be worn by employees in these areas at all times.

1st violation within a rolling 12 month period – Corrective Counseling Step 2

2nd violation within a rolling 12 month period – Corrective Counseling Step 3

3rd violation within a rolling 12 month period – Corrective Counseling Step 4 - Termination

5. SKIN PROTECTION - Employees are required to use protective hand creams in handling epoxy and certain other adhesives which can cause dermatitis. Frequent washing of hands is required when handling these materials.

1st violation within a rolling 12 month period – Corrective Counseling Step 2

2nd violation within a rolling 12 month period – Corrective Counseling Step 3

3rd violation within a rolling 12 month period – Corrective Counseling Step 4 - Termination

6. SMOKING - The Company has designated that there will be no smoking on any company owned, leased, or operated property or in vehicles. Smoking is permissible in the employee parking area at 10th and Rowan and also in the designated smoking area outside the Shipping Dock area, at times designated.

1st violation within a rolling 12 month period – 3 Day suspension without pay

2nd violation within a rolling 12 month period – 5 Day suspension without pay

3rd violation within a rolling 12 month period – Step 4 Corrective Counseling - Termination

7. REMOVAL OF SAFETY DEVICES - No employee shall be allowed to remove safety devices or guards from machines, or equipment, without authorization. This includes the removal of side shields from eye protection.

1st violation within a rolling 12 month period – 3 Day suspension without pay

2nd violation within a rolling 12 month period – 5 Day suspension without pay

3rd violation within a rolling 12 month period – Step 4 Corrective Counseling - Termination

8. FLAMMABLE LIQUIDS - No employee is permitted to ignite any object in any of the flammable liquid storage rooms, bat dipping lines, within 25 feet of Spray Booths, or other flammable liquids, with such objects as matches, welding equipment, or any other object which may cause ignition of flammable materials.

1st violation within a rolling 12 month period – 3 Day suspension without pay

2nd violation within a rolling 12 month period – 5 Day suspension without pay

3rd violation within a rolling 12 month period – Step 4 Corrective Counseling - Termination

9. ELECTRICAL FUSE BOXES, ETC. - No employee shall attempt to replace fuses, disconnect wiring, or do other electrical repairs without specific supervision and authorization from the Maintenance Coordinator or the Coordinator in the Department.

1st violation within a rolling 12 month period – 3 Day suspension without pay

2nd violation within a rolling 12 month period – 5 Day suspension without pay

3rd violation within a rolling 12 month period – Step 4 Corrective Counseling - Termination

10. LOCKOUT / TAG-OUT OF HAZARDOUS ENERGY – Appropriate lockout / tag-out devices must be affixed to energy isolation devices to disable machine or equipment to prevent unexpected energizing, start up, or release of stored energy in order to prevent injury to employee (s) anytime the employee (s) must;

- Remove or bypass machine guard or other safety devices resulting in exposure to hazards at the point of operations.

- Place any part of his / her body in contact with the point of operation of the operational machine or piece of equipment.

- Place any part of his / her body into a danger zone associated with a machine's operating cycle; or

- Perform such task as setting up, making adjustments, lubricating, cleaning, and un-jamming of machine or equipment and can be injured by unexpected startup of equipment. This is true even the ON / OFF switch or button has been moved to the OFF position.

1st violation within a rolling 12 month period – 3 Day suspension without pay

2nd violation within a rolling 12 month period – 5 Day suspension without pay

3rd violation within a rolling 12 month period – Step 4 Corrective Counseling - Termination

11. FIREARMS OR DEADLY WEAPONS - Possession of, or the bringing of a firearm, or deadly weapon, onto company owned, leased or operated property, is strictly prohibited.

1st violation within a rolling 12 month period – Step 4 Corrective Counseling – Termination

ARTICLE XXXII

POSITIVE AND CORRECTIVE COUNSELING

STEP 1

The Coordinator calls the employee into his office. He and the Union Representative discuss the violation with the employee. The Coordinator reminds the employee of the importance of the rule, and together, they review the facts. The Coordinator asks the employee how he is going to handle this problem to prevent a reoccurrence. The Coordinator and the Union Representative will assist the employee as needed in developing the solution.

An Employee Development Plan is completed and the Coordinator expresses confidence this will be the last time they will need to discuss the problem. The completed Employee Development Plan will be signed by the employee, the Union Representative and the Coordinator. A copy is given to each.

STEP 2

The Coordinator calls the employee into his office. The Coordinator and the Union Representative discuss the violation with the employee. The Coordinator explains the need for, and the importance of the rule, making sure the employee understands the explanation together they review the facts and determine why the first solution did not work out.

A new solution is developed and a new Employee Development Plan completed. The Coordinator reminds the employee that he has a responsibility to live up to his agreement and expresses confidence the employee can do so. The completed Employee Development Plan will be signed by the employee, the Union Representative and the Coordinator. A copy is given to each.

STEP 3

The Coordinator will call the employee into his office. A representative of Human Resources and the Unit President will also be contacted to be present when the violation is discussed with the employee. Together they will review the facts and analyze the reasons that previous Employee Development Plans have failed. Since previous solutions have failed and since the employee could not, or would not solve this problem, perhaps no solution will work. The employee is told that he needs to give serious thought to solving this problem if he wants to continue working here. He is told that if his employment is to continue, he must solve the problem, perform his responsibilities, and fulfill the company's expectations. If he cannot, or will not, his employment will be terminated. Together, a new solution is created and an Employee Development Plan is completed. The completed form is signed and a copy is given to each.

STEP 4

A representative of Human Resources, Management representative, and the Unit President, review the facts with the employee and express their sorrow that the employee did not solve his problem, but there are no hard feelings and wish him well in his future employment. The employee is then notified he is suspended for five (5) days pending discharge.

ARTICLE XXXIII

VOLUNTARY PAC CONTRIBUTION

The Company agrees that it will check off and transmit to the Treasurer of the UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO, CLC, OR THE USW Political Action Committee (USWA PAC) voluntary contributions to the USWA PAC from the earnings of those employees who voluntarily authorize such contributions on forms provided for that purpose by the USWA PAC.

The amount and timing of such check-off deductions and the transmittal of such voluntary contributions shall be specified in such forms and in conformance with any applicable state or federal statute. Such check-off shall occur once a month.

The signing of such USWA PAC check-off forms and the making of such voluntary annual contributions are not the conditions of membership in the Union or of employment with the Company.

The parties acknowledge that the costs of implementing and administering the

USWA / PAC check-off program would be an obligation of the Union and that the estimated costs of such implementation and administration of the program have been incorporated by the Company in its valuation of collective bargaining negotiation settlements.

USWA / PAC supports various candidates for federal and other elective offices connected with the USWA, a labor organization, and solicits and accepts only voluntary contributions, which are deposited in an account separate and segregated from the dues fund of the Union, in its own fundraising efforts with the AFL-CIO and its Committee on Political Education.

ARTICLE XXXIV

ENTIRE AGREEMENT

SECTION 1. This Agreement sets out the entire understanding between the Company and the Union with respect to the unit of employees described in this Agreement. Neither party intends to be bound or obligated except to the extent that it has expressly so agreed herein and this Agreement shall be strictly construed. The Union shall not use or attempt to use in any arbitration or in any legal proceeding of any kind under this Agreement or in which involves this Agreement any concession or change in language or position which the Company made or agreed to in the course of the negotiations for this Agreement, and evidence of any such concession or change in language or position on the Company's part shall be inadmissible. This Agreement applies only to the collective bargaining unit defined in this Agreement. None of the benefits, rights or privileges accorded by this Agreement to the Union or to any employee covered by this Agreement shall survive the expiration or termination of this Agreement.

SECTION 2. It is distinctly understood and agreed by the Union that the Company shall not be obligated, contractually or otherwise, to continue in effect any custom, practice or benefit unless it has contractually obligated itself to do so by clear and explicit language in this Agreement.

Addendum to Agreement of April 1, 2017 through March 31, 2027.


H&B AND USW, local 1693 PAST PRACTICES, exceptions to Entire Agreement Provision of Agreement

- 1.** Union Officers are paid by the company for union business when the company asks for something that will take time away from their job.
- 2.** Part-Time Employees are allowed to work OT during summer hours when all Full-Time Employees have been asked and have turned it down.
- 3.** Paid time for Holidays, Vacation(s), Sick Days, Union Time, Jury Duty, and Funeral Leave will count as time worked in regards to Overtime computation.
- 4.** Holiday (2) (Christmas Eve and New Year's Eve only) is double time plus holiday pay. All other holidays will be paid at time and one half plus holiday pay.
- 5.** When an employee uses their sick day after calling in after their start time, the employee would still qualify for the perfect attendance bonus. The reason behind this is that the contract exempts sick days from the monthly perfect attendance bonus. We further agreed the employee will incur a ½ point occurrence for not calling in prior to their shift. The ½ point occurrence will be entered on the tracking sheet and will be included in the no-fault attendance tracking running total. If the employee reaches 6 occurrence points, the employee will not be eligible for the perfect attendance bonus until the rolling 12 months total of occurrence points falls below 6 points.
- 6.** If the Union provides a written settlement Agreement, signed by the parties that shows resolution of an additional issue(s), the company agrees to add it to this past practice Addendum.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives:

Hillerich & Bradsby Co.

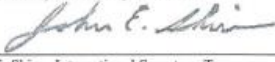

Rick Post, Director of Human Resources



Bobby Hillerich, Vice President Production


Whitney Pfister, Plant Manager

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

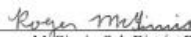

D. R. McCall, International President

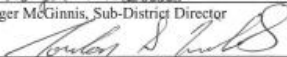

John E. Shinn, International Secretary-Treasurer


Emil Ramirez, International Vice President
(Administration)


Kevin Mapp, International Vice President
(Human Affairs)


Larry R. Ray, Director, Dist. 8


Roger McGinnis, Sub-District Director


Gordon Nichols, Staff Representative

LOCAL UNION COMMITTEE - 1693-07


Tommy Forrest, Unit President


Wayne Newton, Unit Secretary


Matt Pavey, Unit Griever