

AGREEMENT

Between

AMERICAN SYNTHETIC RUBBER COMPANY

a division of Michelin, North America, Inc.

and

**UNITED STEEL, PAPER and FORESTRY,
RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL and SERVICE WORKERS
INTERNATIONAL UNION, AFL-CIO**

Effective March 3, 2024

MASTER INDEX

WORKING AGREEMENT INDEX

ARTICLE	PAGE
Agreement	1
I Recognition	1
II Union Security.....	1
III Checkoff of Union Dues.....	2
IV No-Strike Provision.....	3
V Section 1 - Grievance Procedure.....	4
Section 2 – Arbitration.....	6
VI Seniority.....	7
VII Hours of Work for 8 Hour Employees.....	10
VIII Overtime and Premium Pay.....	11
IX Holiday.....	13
X Vacations.....	14
Section 1 – Eligibility	14
Section 2 - Pay for Vacations.....	18
XI Leave of Absence.....	18
XI FMLA.....	19
XI Parental Leave – FMLA.....	19
XII Shift Bumping & Staffing Procedure.....	20
Balance 190 Operator.....	21
XIII Permanent Plantwide Bidding & Bumping.....	21
XIV General Provisions.....	24
XV Safety Provisions.....	29
XVI Management Clause.....	31
XVII Wage Application.....	31
XVIII Severance Pay.....	32
XIX Bereavement Pay.....	33
XX Jury Pay.....	33
XXI Safety Committee.....	34
XXII Distribution of Overtime.....	34
XXIII New Department.....	37
XXIV Training.....	37

	PAGE
XXV Whole Agreement Clause.....	38
XXVI Duration.....	38
2024 Plant Staffing Appendix.....	40
12 HOUR SHIFT APPENDIX.....	41
Memorandum of Agreement.....	41
II Union Security.....	41
V Section 1 - Grievance Procedure.....	42
VI Seniority.....	44
VII Hours of Work for 12 Hour Employees.....	47
VIII Overtime and Premium Pay.....	48
IX Holiday.....	50
X Vacations.....	51
Section 1 – Eligibility.....	51
Section 2 - Pay for Vacations.....	55
XIV General Provisions.....	56
XIX Bereavement Pay.....	61
XX Jury Pay.....	62
XXI Safety Committee.....	62
XXII Distribution of Overtime.....	63
XXIII New Department.....	65
XXIV Training.....	65
Wage Supplement.....	67
Successor Letter.....	68
Letters of Understanding.....	69
2024 Alternate Work Rotation Schedules.....	69
2020 Employee Stock Purchase Program.....	70
2005 Cardinal Safety Rules.....	71
2005 Retiree Healthcare Cap.....	72
2024 Retiree Cap Administration.....	73

I. PENSION AGREEMENT INDEX

ARTICLE	PAGE
Introduction.....	78
I Definition.....	78
II Retirement Benefits.....	81
III Optional Methods of Payment.....	84
Early Retirement Table.....	86
IV Administration.....	92
V Miscellaneous.....	94
VI Payment of Pensions.....	96
VII Severance Award.....	97
VIII Permanent or Temporary Discontinuance of Plan.....	99

II. ASRC DEFINED CONTRIBUTION PLAN

ASRC Defined Contribution Plan.....	100
-------------------------------------	-----

III. INCENTIVE SAVINGS PLAN

Incentive Savings Plan.....	101
-----------------------------	-----

IV. ASRC LONG TERM DISABILITY PLAN

ASRC Long Term Disability Plan.....	101
-------------------------------------	-----

V. INSURANCE BENEFITS

I Insurance Benefits.....	102
II General Provisions.....	114
III Duration.....	115

APPENDIX

Article II Union Security	115
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**EFFECTIVE MARCH 2010
THE SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN IS
PUBLISHED AS A SEPARATE DOCUMENT**

AGREEMENT

1. This Agreement is made and entered into on this 3rd day of March, 2024, by and between the American Synthetic Rubber Company, a division of Michelin North America, Inc., Campground Road, Louisville, Kentucky, its Successors and Assigns, (hereinafter referred to as the "Company"), and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC, (hereinafter referred to as the "Union").

2. WHEREAS, it is the desire of the parties to this Agreement to promote mutual cooperation and understanding, to formulate rules, to govern the relationship existing between them, and to further to the fullest extent possible, safety and welfare of the employees, quality of production, cleanliness of the plant, protection of property, and elimination of waste, now therefore the parties agree as follows:

ARTICLE I – RECOGNITION

1. The Company recognizes the Union as the exclusive bargaining agent for all production and maintenance employees in the Departments known as Materials and Stores, Oilers, Production Latex, Production Process, Reactor Laboratory, Shipping and Receiving, Plant Utilities, Balance Operator Department, Research and Development, and Main Lab-Physical Department, and as set forth in the Certification of the National Labor Relations Board in Case No. 9-RC-1167, dated September 11, 1951, and in Supplemental Agreements, dated October 23, 1960, March 10, 1961, and February 5, 1962. All other employees are excluded.

2. The Company agrees to meet and bargain with the accredited representatives of the Union on all matters pertaining to hours of work, rates of pay, wages, working conditions, and new jobs created.

3. It is agreed that, if the Company shall move any of its present operations to a new location, or should acquire a plant in some other location, any or all employees affected shall be offered jobs at the new location if the employees so desire.

4. It is further agreed that the automation of jobs in the Bargaining Unit Status will not be used as a basis for changing such jobs from Bargaining Unit Status to Non-Bargaining Unit Status.

5. "The Company will introduce the Unit President and at least one committee person to new employees during the new employee's first thirty (30) days of employment. This meeting will take place during the normal shift with pay. The orientation period shall be approximately four (4) hours."

8 HOUR SHIFT APPENDIX ARTICLE II - UNION SECURITY

1. "Member of the Union" where used herein means any employee who is a member of the Union and is not more than three (3) months in arrears in the payment of due.

2. (a) For the purpose of this agreement the number of Union Stewards and alternates shall be no more than one each per shift. Union Stewards shall remain on the shifts they were elected to for their term of office whenever possible.

(b) An employee who is designated Unit Chairman or Union President shall be relieved for investigating and processing grievances and attending grievance and negotiating meetings with the employer. The Unit Chairman or Union President shall be furnished access to enter or leave the Plant whenever he deems it necessary. The Unit Chairman or Union President shall be placed on straight day work (Monday thru Friday, 7 a.m. – 3 p.m.) and the job he vacated will be bid in accordance with the Plant

wide Bidding Procedure. The Unit Chairman or Union President shall also be entitled to all contractual benefits and shall be compensated his average hourly earnings not to exceed (40) hours per week. He will be placed on the overtime list and will be eligible for overtime in his group. The Unit Chairman or Union President will actively participate in the following committees: quality, packaging, and safety and employee activity functions.

ARTICLE III - CHECKOFF OF UNION DUES

During the term of this Agreement and any extension thereof, the Company will deduct from wages, during the first pay week in the month or weekly if requested by the Union, the regular monthly or weekly Union membership dues and initiation fee (if due) for the current month for each employee for whom the Union furnished the Company a current written assignment.

Check-Off Authorization
For United Steelworkers

COMPANY
PLANT
DATE

Pursuant to this authorization and agreement, please deduct from my pay each month or week, while I am in employment within the collective bargaining unit in the Company, monthly or weekly dues and (if owing by me) an initiation fee each as designated by the International Treasurer of the Union, as membership dues in said Union. The aforesaid membership dues shall be remitted promptly by you to the International Treasurer of the United Steelworkers or its successor, at the address which he authorized for this purpose.

This assignment and authorization shall be effective and cannot be canceled for a period of one (1) year from the date appearing above or until the termination date of the current collective bargaining agreement between the Company and the Union, whichever occurs sooner.

I hereby voluntarily authorize you to continue the above authorization and assignment in effect after the expiration of the shorter of the periods above specified, for further successive periods of one (1) year from such date. I agree that this authorization and assignment shall become effective and cannot be canceled by me during any of the such years, but that I may cancel and revoke by giving to the appropriate management representative of the plant in which I am then employed, an individual written notice signed by me and which shall be postmarked or received by the Company within fifteen days following the expiration of any such year or within fifteen days following the termination date of the collective bargaining agreement between the Company and the Union covering my employment if such date shall occur within one of such annual periods. Such notice of revocation shall become effective respecting the dues for the month following the month in which such written notice is given; a copy of any such notice will be given by me to the Financial Secretary of the Local Union.

LOCAL UNION NO.

United Steelworkers
Witness
Check No.

Signature
Ledger No.

The Company shall furnish the Local Union Financial Secretary each month with a list of all employees in the Bargaining Unit, hired, recalled, released or quit within the preceding month. The Company shall furnish the Local Union Financial Secretary each month the name and card clock number of each employee who has paid dues and the amount of such dues deducted from each such employee.

Deduction on the basis of authorization cards submitted to the Company shall commence with respect to dues for the month the Company receives such authorization card or in which such card becomes effective, whichever is later. On the third payroll ending period in the succeeding month, the dues will be deducted, and all such money collected in this manner shall be promptly remanded by the Company to the International Treasurer of the Union.

In cases of earnings in the deductive period, insufficient to cover deductions of dues, a double deduction shall be made at the deduction period in the following month, provided however, that this accumulation of dues shall be limited to two (2) months.

The Union will be notified of the reason for non-transmission of dues in case of layoff, discharge, resignation, leave of absence, sick leave, retirement, death or insufficient earnings.

Deductions are made for the convenience of the Union and the Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice or assignment furnished under any of such provisions.

POLITICAL ACTION FUND

The Company agrees that it will check-off and transmit to the Treasurer of the United Steelworkers Political Action Fund (hereinafter referred to as the "USW-PAF"), voluntary contributions to the USW-PAF from the earnings of those employees who voluntarily authorized such contributions on forms provided for that purpose by the USW-PAF. The amount and timing of such voluntary contributions shall be as specified in such forms and in conformance with any applicable state or federal statutes.

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

ARTICLE IV - NO-STRIKE PROVISION

1. It is recognized that continuity of production free from work stoppage, slowdowns, or strikes, is essential to the efficient and economical operation of the Company's business. The Company and the Union, therefore, agree that at no time during the term of this Agreement shall there be any strike, walkout, slowdown, lockout, or other stoppage of work. The Company shall at all times attempt to maintain smooth operating conditions.

2. In the event there is any such interference with production as outlined in Paragraph 1, the Union will immediately post the following notice on all bulletin boards referred to in this Agreement:

"TO ALL MEMBERS OF LOCAL NO. _____ DATED _____"

You are advised that employees took certain unauthorized action in Dept. No. _____. This action is unauthorized by both the Local and International Union. Those employees engaging in such action are directed to promptly return to their respective jobs and to cease any action which may affect production. The grievance in dispute will be processed through the procedure provided in your contract."

3. It is agreed that an authorized officer of the Local Union or an authorized representative of the International Union, shall sign the above notice. Should the authorized officer of the Local Union fail to comply with the foregoing, an authorized representative of the International Union will do so as soon as practicable. The Company agrees that in consideration of the performance by the Union of the undertaking herein assumed by it to post the above notice with respect to termination of unauthorized strikes and work stoppages. The Company will take no action by suit for damages against the Union, its officers, agents, or members for breach of contract.

4. The failure of the Company to exercise this right to discipline in any instance shall not be deemed a waiver of this right in any other instances, nor shall the Company's right to discipline employees for any other cause be in any way affected by this Article.

ARTICLE V - SECTION 1 GRIEVANCE PROCEDURE

1. For all purposes of collective bargaining, including any and all negotiations between the Company and the Union designed to arrive at a satisfactory settlement of employee grievances, the following rules and procedures will be observed.

2. The Company and the Union shall endeavor to settle any grievances promptly and in an amicable manner. No grievance, verbal or written, withdrawn or dropped by the Union or granted by the Company prior to the Human Resources step of the grievance procedure, will have any precedent value. When grievances arise, they shall be settled by the following procedure:

STEP NO. 1

Any employee in the Bargaining Unit who feels that he has a grievance and wishes to process same, the following order shall apply:

1. Within three (3) days, Saturdays, Sundays, afternoon shifts, night shifts and Holidays excluded of the occurrence, the employee shall meet and discuss the problem with his supervisor; who will make every effort to resolve the problem. An acknowledgment form will be signed by both parties documenting that contact has been made. Copies should be forwarded to:

- Director of Manufacturing
- Department Manager
- Union President, or Unit Chairman,
- Human Resources Department
- Supervisor
- Employee

2. Within five (5) days, Saturdays, Sundays, and Holidays excluded, of the occurrence, the grieved employee shall meet and discuss the grievance with his shift foreman; who will make every effort to resolve the grievance.

3. Within five (5) days, Saturdays, Sundays, and Holidays excluded, after the meeting in Paragraph No. 2 above, if no satisfactory settlement is reached, then the matter shall be submitted in writing to the foreman with whom the meeting in Paragraph One of Step One took place. No written grievance may be submitted until after three (3) days after the meeting in Paragraph No. 2 above, Saturdays, Sundays, & Holidays excluded. The aggrieved employee and foreman referred to in Paragraph One of Step One shall sign the written grievance attesting that the meeting in Paragraph One of Step One occurred. If the foreman is not available, the grievance should be presented to the general foreman.

The above procedure shall not apply to any grievance protesting disciplinary action that has resulted in suspension or discharge. Any grievance protesting such action by the Company may be submitted in writing within five (5) days, Saturdays, Sundays, and Holidays excluded, of the occurrence.

It is understood that the employee may or may not have the assistance of his Union Steward in the presentation of his grievance in this step as he so chooses; however, it is further understood that there can be no settlement of any grievance between an employee and a representative of the Company which would in any way effect the wages or working conditions of anyone other than the aggrieved employee without the appropriate Union Steward or Union Officer being present. A written answer shall be given within Five (5) days after receipt of written grievance, Saturdays, Sundays, and Holidays excluded. If such written answer is not received by the Union, the grievance shall be considered ready for the next Step.

The above shall not be construed to prohibit the Local Union President, or Unit Chairman, from submitting grievances on behalf of employees where it would not reasonably be expected that a shift foreman could settle such matters. Such grievances may be submitted directly to the Personnel Department within five (5) days, excluding Saturdays, Sundays, and Holidays of the occurrence of such grievance.

If in the opinion of the Personnel Department the grievance could be handled by the shift foreman, then the grievance will be submitted to the shift foreman as soon as possible.

STEP NO. 2

If no settlement is reached in Step No. 1, the Union may within ten (10) days, Saturdays, Sundays, and Holidays excluded, of the Company's Written Answer in Step No. 1, request a meeting between the Company and the Negotiating Committee, and with or without the Union's International Representative, at which time every effort shall be made to settle the issue in dispute. Such meeting shall take place within five (5) days, Saturdays, Sundays, and Holidays excluded, after the request by the Union for such meeting, and an answer shall be given in writing by the Company to the Union and the Union's International Representative within five (5) days after such meeting, Saturdays, Sundays, and Holidays excluded.

1. The time limit in any step of the procedure may be extended by mutual agreement.
2. Union Stewards or Officers shall notify their immediate supervisors when it becomes necessary to leave their jobs for the purpose of settling or investigating grievances. The Union Representative requesting to leave his job for Union Business will be relieved as soon as possible.
3. Union Stewards and/or Officers shall suffer no loss of pay for time spent investigating and/or handling grievances in Steps One (1) and Two (2) of the grievance procedure. Union Representatives shall suffer no loss of pay for time spent attending any Company/Union meeting or arbitration. If the Union Representative is scheduled to work the third shift immediately preceding the meeting or arbitration, then he shall not be required to work that third shift and will receive the eight (8) hours pay he would have received if he had worked. If the Union Representative is scheduled for first or second shift on the day of a substantial meeting or arbitration, he will not be required to work that shift and will receive the eight (8) hours pay he would have received if he had worked. However, for unsubstantial meetings or arbitrations, the Union Representative scheduled on first or second shift shall be required to work his shift and will be paid for time lost on his shift attending the meeting. Unsubstantial meetings will be any meeting of less than four (4) hours other than grievance meetings. Substantial meetings will be all grievance meetings or any meeting or arbitration lasting four (4) hours or longer. No employee will be paid unless they attend the meeting or arbitration.

Any time spent on negotiations through the expiration date of the contract shall be counted as time worked in computation of bonuses and vacation entitlement. The intent of this provision is that employees will not be penalized for participating in negotiations.

4. Company will agree to pay grievances within ten (10) calendar days after receipt of grievance acceptance forms.

5. Any Union Representative, other than a Steward or Union Officers investigating grievances, as defined in Paragraphs Four (4) and Five (5)(b), who requests time away from work for Union business will be allowed to do so. The Union Representative requesting time away from work for Union Business must make such request in writing no less than 24 hours in advance. Such request must be signed by the Union President, or Unit Chairman, and must be presented to the Company.

ARTICLE V - SECTION 2 ARBITRATION

STEP NO. 1

In the event that any grievance is not satisfactorily settled, either party may submit the matter to arbitration by giving written notice to the other party of its desire to carry such grievance to arbitration. Such notice must be given within thirty (30) calendar days from receipt of the Company's written answer in Step No. 2 of the Grievance Procedure. If the Union refuses to send for a Panel of Arbitrators or to submit the grievance to arbitration within ninety (90) days after their notice to the Company of their intent to arbitrate, the grievance shall become null and void and shall be dropped in its entirety without precedent to either party. Such notice shall specify the identity of the grievance, the basic issues of fact involved, and shall specify the relief sought by the moving party.

STEP NO. 2

If the parties are unable to mutually agree upon an arbitrator, the Federal Mediation Service will be requested to submit the names of seven (7) persons qualified to act as arbitrator. The Company and the Union shall each have the choice of rejecting the names of three of these seven (7) persons. The remaining or seventh person shall be selected as said arbitrator.

When either party intends to use an attorney for presentation or intends to present briefs at the hearing, the other party will be notified at the time of the selection of the arbitrator.

STEP NO. 3

After a panel of arbitrators have been sent for, and an arbitrator selected, prior to going to arbitration, a meeting will be held with the Director of Manufacturing, Labor Relations Manager and the Union Committee to see if a satisfactory settlement can be reached before proceeding with arbitration.

STEP NO. 4

The impartial arbitrator shall set a date convenient to the parties for an early hearing.

STEP NO. 5

At the hearing each side may present oral and written testimony on the case to the impartial arbitrator.

STEP NO. 6

The impartial arbitrator's decision shall be rendered in writing within thirty (30) days of hearing. Such decision shall be final and binding upon the Company, the Union, and the affected employee or employees, and shall be complied with within five (5) days after the written decision has been received.

STEP NO. 7

The impartial arbitrator's authority shall be limited solely to construing this agreement; and the impartial arbitrator shall have no power to add to, subtract from, or modify this agreement.

1. The general wage scale shall not be subject to arbitration.
2. All fees and expenses incident to the arbitration shall be shared equally by the Company and the Union.
3. Any employee who is found to have been unjustly discharged, suspended, transferred, or laid off in a manner inconsistent with the terms of this Agreement shall be reinstated and/or compensated as directed by the arbitrator's decision, or as agreed on by the Union and the Company.
4. It is agreed that during the consideration of grievances and arbitration, the Company and the Union shall have the right to call any person whose testimony might be necessary for the proper consideration of the grievance.
5. The Company and Union shall cooperate in any investigations of grievances in order that all facts pertaining to such grievances shall become known and therefore contribute to as early and satisfactory a settlement as possible. The Unit Chairman and the Labor Relations Manager will meet on a regular monthly basis to review open grievances for the purpose of determining the status of each case and establishing a mutually agreeable time schedule for progress through the steps of the Grievance Procedure.
6. Upon the settlement of any grievance in which wages or rates of pay are involved, such settlement shall be retroactive to the date on which the grievance was first submitted in writing to the Company by the Union.
7. Meetings held during the Grievance Procedure are to be scheduled at hours convenient to the Company and the Union Negotiating Committee.
8. Controversies may arise of such a nature so general as to directly affect all, or a major portion of, the employees covered by this Agreement. Issues of this nature need not be submitted to the entire Grievance Procedure but may be initiated by either party at STEP 2 of the GRIEVANCE PROCEDURE.

ARTICLE VI - SENIORITY

1. Seniority shall be considered as continuous service with the Company as defined in this Agreement.
2. Seniority shall apply in cases of layoff, rehire, upgrade, and transfer under this Agreement. Seniority as used herein shall consist of length of continuous service.

Effective November 1, 2021, employees hired on the same date shall have order of seniority established by a random drawing process and shall sign the seniority book.

3. Seniority shall be terminated for the following reasons:
 - (a) Voluntary termination of employment by the employee.
 - (b) Discharge for just cause.
 - (c) Failure by an employee who has been laid off because of no work to report intention of returning to work within two (2) days following date of receipt of registered letter, U. S. Mail, return receipt requested, recalling such employee. It shall be the responsibility of the employee to keep the Company informed as to any change of his address.
 - (d) Failure of an employee to report for work within five (5) days after the date designated for the employee to return to work.
 - (e) Overstaying leave of absence without reasonable excuse.

- (f) Misrepresenting the purpose for which leave of absence is granted.
- (g) Absence from work for three consecutive days without notification to the Company, regardless of reason except in situations where it is impossible to report.
- (h) Failure of an employee to be recalled within five (5) years from his date of layoff.

4. New employees shall have no seniority status until they have completed a probationary period of 120 days after which their seniority shall date back to the original date of hire. Probationary employees may be terminated by the Company without cause.

5. All employees must keep their correct address and telephone number on file with the Company.

6. An employee who is off work because of injury or illness shall accumulate seniority for a period not to exceed twenty-four months from the first date of his absence, provided such absence is substantiated by a medical certificate from a competent physician. During this period, he shall be subject to layoff according to his seniority.

7. Twelve (12) or more months after an employee is laid off, the Company will send a registration form by certified mail to his last recorded address. A similar form will be mailed to his last recorded address not oftener than each twelve (12) months thereafter. In order to retain his recall rights, the employee is required to complete the form indicating whether or not he wishes to retain his recall rights, and to send the form by certified mail to the Employment Office within thirty (30) days from the date the registration form was mailed to him. The Local Union President, or Unit Chairman, will be notified when a name has been removed from the recall list under this Sub-Section.

8. If and when a layoff becomes necessary in the plant, the last employee hired in the plant shall be the first laid off. No employee within any department covered by this Agreement shall be laid off while others in the plant with less seniority are retained, provided those to be retained have the ability and are qualified to satisfactorily perform the work within the department within a reasonable breaking-in period.

Notwithstanding the above: When a temporary lay-off is necessary because of a complete or partial plant shutdown, and a call-back date is given at the time of lay-off, then any employee whose bid job is scheduled down, or he is bumped from his bid job, may have the option of following the provisions of Article XIII or electing to take the temporary lay-off in lieu of displacing a less senior employee. Any employee who elects this optional lay-off must indicate his election in writing prior to the effective date of the temporary layoff. Such optional lay-off of senior employees will be deemed to be in conformance with Article I, Section I (b) (6) of the Supplemental Unemployment Benefits Agreement. During a temporary layoff of two (2) weeks or less no employee can bump or bid unless he is fully qualified to perform the duties of the position without a training period.

9. When laid-off employees are recalled, such employees shall be recalled in the inverse order of their layoff. The last laid off shall be the first recalled, provided each employee is qualified to perform the work within a reasonable breaking-in period.

The following shall apply:

- (1) A laid-off employee who is recalled within five (5) years from the date of his layoff shall be given his previous seniority plus credit for the time laid-off provided such seniority does not exceed his actual seniority at time of layoff.
- (2) Laid-off employees will be considered for the purpose of recall only, to accumulate seniority as defined by the terms of this provision, during their period of layoff rather than having such seniority deferred to such time as they may be recalled.

10. Plantwide seniority shall govern the transfer of employees when vacancies occur or new jobs are created.

11. Plantwide seniority shall include all employees within the Plant operations on all shifts.

12. The seniority of any employee from the Bargaining Unit who has transferred to a supervisory position will no longer accumulate seniority, but he will retain his seniority accumulated. If any employee returns to the Bargaining Unit, he will pick up his previously accumulated seniority. Should an employee in the Bargaining Unit after March 6, 1972, transfer to a salaried position, he shall have six (6) months from date of transfer in which to return to the Bargaining Unit and shall retain accumulated seniority for this six-month period. Thereafter, his Bargaining Unit seniority shall be abolished.

When an employee is transferred back in the Bargaining Unit, he will bump the least senior employee in the Plant provided his Bargaining Unit seniority permits.

13. Any employee who transfers from the USW Bargaining Unit to a Maintenance Unit which has a Collective Bargaining Agreement with the Company shall, if he returns to the USW Bargaining Unit be credited upon his return to the USW Unit with the seniority he accumulated in the USW Bargaining Unit prior to his transfer to said Maintenance Unit. Employees who desire to transfer to Maintenance Bargaining Units which have a Collective Bargaining Agreement with the Company must meet the minimum qualifications then existing for entry into said Unit either through experience or appropriate vocational training. Prior to hiring new employees from the outside for permanent vacancies in Maintenance Bargaining Units, the vacancy will be posted. If more than one bidder meets the minimum qualifications for the permanent vacancy in the Maintenance Bargaining Units, the senior bidder who has the minimum qualifications for the vacancy shall fill the vacancy.

When an employee is transferred back into the Bargaining Unit, he will bump the least senior employee in the plant, providing his Bargaining Unit seniority permits.

14. The Company shall keep in the Human Resources Department a seniority list of all employees which list shall be kept up-to-date and shall be available at all times.

15. If and when it becomes necessary to lay off employees, they shall be notified of such impending layoff at least five (5) working days in advance, except as set out below. If an employee is laid-off and has not been given his five (5) day notice, he shall be paid instead for that part of the five days of work which was not made available to him, except in case of fire, flood, or acts of God.

16. The Company will furnish the Union with a seniority roster and a list of mailing addresses of its members, including those members on leave of absence, and layoff, not more than once a month. If the Union desires the list of members' addresses on gummed labels, the Union will pay the cost of the labels.

17. All jobs in the Balance Operator Department shall be assigned as follows:

- (a) The Company will post a list of all jobs available at the beginning of the shift 15 minutes prior to the start of the shift.
- (b) Each employee may select the jobs posted by seniority by signing his name beside his selection of the job.
- (c) Ten minutes after the start of the shift, any employee or employees that have not selected their job, regardless of reason, will be placed on any job at the Company's discretion.

18. Production Balance Operators will be allowed to select their shiftwide coverage assignments; however, when the need arises and it becomes necessary in the foreman's opinion, the Production Balance

Operators' coverage assignments may be changed. On day shift all Production Balance Operators' will be assigned from one (1) Production Balance Operator labor pool. Production Balance Operators receiving training on other jobs within their classification may be exempted from falling into the Day Shift Labor Pool at the supervisor's discretion.

19. When staffing is required in the Balance Operator Department on a holiday, if an employee's bid job is staffed, he will work his bid job. When partial staffing in any bid job group is needed, the most senior employee being asked first with the least senior employee having to work.

20. A recalled employee who, at the time of recall, is not physically qualified for any job, and is not placed in a job in accordance with Article XIV, Paragraph 10, will be considered as if he were on medical leave of absence, beginning with his recall date, in accordance with Article XIV, Paragraph 26. However, he shall receive no benefits after his recall date other than those he was receiving immediately preceding his recall, or pension benefits to which he may be entitled

21. An employee selected for special assignments due to a special skill or qualification can be retained in this assignment for a period of up to 30 days without regard to seniority.

ARTICLE VII - HOURS OF WORK FOR 8 HOUR EMPLOYEES

1. The established work week shall consist of seven consecutive days, commencing with the first shift on Sunday.

2. A work day shall consist of the 24-hour period commencing with the shift scheduled to start closest to 7 a.m.

3. The regularly scheduled hours of work shall not exceed eight (8) hours in any one (1) day, or 40 hours in any one (1) week.

4. All employees in the Bargaining Unit will work eight (8) hours, including a Thirty (30) minute paid lunch period.

5. Employees shall remain on their job until properly relieved or until instructed to leave by their supervisor. When a person or persons have not been relieved on a certain job, the least senior person or persons in the bid job must remain on the job until properly relieved. The least senior person on the job which has no relief coming in will cover the job until either relieved by a Balance Operator or someone is called in on overtime to cover the last half of the shift. In the event an employee is being forced to cover a vacancy for the second consecutive day, the next least senior employee in the bid group will cover the vacancy. The Company will make every effort to cover known vacancies. Wash-up time will be allowed when required by OSHA and other regulatory agencies or with permission of the supervisor.

6. Except in cases of emergencies, an employee must notify the Company on the designated number at the gatehouse 24 hours in advance of his desire to be absent.

7. Work, when available shall be provided for each employee who reports for work at the customary time. However, an employee reporting for work who has been absent from work for personal reasons and who has failed to notify his foreman 24 hours in advance of his intention to return to work on his regular schedule shall not be entitled to work on such day or be entitled to call-in pay if a second employee has been scheduled to do such work as a result of the first employee's failure to notify the Company of his intention to return.

8. A schedule shall be posted in each department, as far in advance as possible, showing the employees assigned to each shift.

9. Employees shall be permitted to take two (2) break periods in accordance with the Company's rules, during each eight (8) hours shift of work.

When an employee is scheduled to work overtime for an additional two (2) hours or more, the company will obtain proper relief for that individual to take a break during the first hour of the second consecutive shift.

10. No employee will be allowed to leave the Plant unless authorized by his immediate supervisor.

11. Employees are expected to report at the customary starting time and to report tardiness before the start of their shift.

When an employee has not been relieved at the end of his shift, the least senior employee on the bid job must remain on the job until properly relieved in accordance with paragraph 5 of this Article.

12. (a) An employee being off work long enough to draw insurance, or being under a doctor's care, must report to Company Nurse with his release before returning to work.

(b) Within twenty-four (24) hours, excluding Saturday, Sunday, and Holidays, after his doctor's appointment, the employee will inform Company Nurse of the anticipated duration of his absence. It will be the employee's responsibility to supply the most current information regarding the duration of his absence to Company Nurse.

13. Any employee who completes 180 consecutive calendar days without an absence from work will be awarded a Flexible Day paid at their base hourly rate to be scheduled in the same manner as a Vacation Day. Once an employee believes he/she has completed the 180 day period, he/she should complete the appropriate form and provide it to the Business Unit Leader so the attendance can be validated. The Labor Relations Manager will be the Master Record Keeper.

If the employee has a disqualifying absence or a Flexible Day is awarded, the count resets to 0 and a new 180-day rolling qualification period starts.

Days which are not counted against this attendance program are: FMLA, bereavement, vacation, holidays, military leave, approved union leave, jury duty and serving under a court ordered subpoena. All other absences will exclude you from perfect attendance.

ARTICLE VIII - OVERTIME AND PREMIUM PAY

1. (a) Any time worked in excess of eight hours in any one day or forty hours in any one week shall be paid for at the rate of time and one half.

(b) Time and one half shall be paid for all hours worked on the sixth day worked within the work week.

(c) Double time shall be paid for all hours worked on the seventh consecutive day worked within the work week.

(d) For all hours worked on Sunday, a premium of 75 percent based on the regular base rate as set forth in Wage Supplement shall be paid.

Sunday shall be deemed to be the twenty-four hours beginning with the shift scheduled to start closest to 7:00 a.m.

2. All hours paid by the Company falling within a regularly scheduled work week, and not worked, shall be considered as hours worked for the purpose of computing overtime.
3. Employees scheduled to work on the second shift shall receive an additional fifteen (15) cents per hour as shift differential. Employees scheduled to work on the third shift shall receive an additional twenty-five (25) cents per hour as shift differential..Employees on AA and BB shifts receive an additional one dollar (\$1.00) as shift differential.
4. The Company shall not be required to pay double overtime. Any overtime payments paid for work performed in excess of the normal working schedule of eight hours in any one day may be credited against overtime payments required for hours worked in excess of forty hours per week.
5. Time and one half shall be paid for all hours worked on an employee's scheduled off day, except as provided in Paragraph 1 (d) above.
6. Overtime work of two (2) hours or more will be counted as a day toward the 6th or 7th day premium.
7. Scheduled hours of work lost due to transacting union business shall be used for the purpose of computing overtime.
8. Scheduling of regulatory mandated training will be conducted at the end of a regular scheduled shift and will be scheduled a minimum of five (5) days in advance.

All overtime pay for attendees at the meetings will be at the Sunday premium rate.

9. The staffing procedure for un-planned vacancies shall be as follows:
 - (a) Available balance operators will be utilized to fill vacancies.
 - (b) If there is no available coverage, overtime will be called.
 - (c) If overtime is not accepted and the opportunity exists, a balance operator will be moved to cover the vacant position and if necessary, overtime will be called for the position he was scheduled to cover.
 - (d) If still uncovered, other qualified operators will be reassigned until coverage is met.
 - (e) If still no coverage, the operator with lowest plant wide seniority in the original uncovered position will be held over for four hours.
10. For overtime calling purposes, the following procedure shall be enacted:
 - (1) Bid job will be called first.
 - (2) Qualified employees are called next.

Employees accepting overtime in a bid job other than their own will not be charged overtime hours within their bid group for accepting the overtime.

For overtime calling purposes, the following "Overtime Groups" shall be established:

SOLUTION 150

Solution Operators
Solution Technicians

SOLUTION UTILITY 100

Solution Utility Operators
Balance/Solution/Sol. Utility Opers.

POWERHOUSE 66

Powerhouse Operators
Powerhouse Relief Operator Physical Testers

BALANCE

Balance Operators 190

TANK FARM / WATER TREATMENT 110

Tank Farm/Water Treatment Operators

LIQUID POLYMER 180

Liquid Polymer Operators
Balance/LP/TF-WT Operators

PHYSICAL TESTER 15

Balance/PH/Physical Tester Operators

Finishing Utility

Finishing Utility
Finishing Utility/Finishing Control Room

ARTICLE IX - HOLIDAY PAY

1. The following days shall be recognized as holidays:

- New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- Flexible Holiday
- Flexible Holiday

Employees may use their Flexible Holidays on two of the following:

- Martin Luther King Jr. Day
- President's Day
- Good Friday
- Juneteenth
- Veteran's Day

Employees may select their two flexible holidays during the 1st and 2nd choice vacation period each year. Employees who fail to make a selection will be assigned President's Day and Good Friday.

2. For each holiday the Company shall pay to each employee who does not perform work for the Company on such holiday, an amount equivalent to eight hours at his hourly rate provided he works his regularly scheduled shift before the holiday and works his regularly scheduled shift after the holiday. For holidays worked, the Company shall pay two and one-half times an employee's hourly rate for all hours worked.

3. When any of the designated holidays fall on Sunday, Monday shall be considered the holiday and wage payment made accordingly. When consecutive holidays fall on Sunday and Monday, Monday and Tuesday shall be considered the holidays and wage payment made accordingly.

When a Holiday falls on a Saturday, Friday shall be considered the Holiday and wage payment made accordingly. When consecutive Holidays fall on Friday and Saturday, Thursday and Friday shall be considered the Holidays and wage payments made accordingly. This will only apply to the 8-hour shift provisions of the Working Agreement.

4. When one of the above holidays falls within the period when an employee is on vacation, the employee shall be paid for such holiday in addition to his vacation pay or the employee may elect to receive a "floating holiday" to be used in accordance with paragraph 9.

5. Employees shall be paid holiday pay if the holiday falls on their scheduled off day. An employee shall suffer no loss of any remaining regular holiday pay not worked, if required to work when scheduled off.

6. An employee shall not be eligible for holiday pay if he is scheduled to work on the holiday and fails to work, except because of death in the immediate family, disabling personal injury, or proven illness.

Immediate family is defined as: Parent (including step-parent), child (including stepchild and those legally adopted), spouse, grandparent (including spouse's grandparent), grandchild, daughter-in-law,

son-in-law, sister-in-law, brother-in-law, mother-in-law (including stepmother-in-law), father-in-law (including stepfather-in-law), brother (including step-brother and half-brother), sister (including step-sister and half-sister), or dependent who lives in his household.

7. No holiday pay shall be paid for leave of absence, or on layoff, unless the employee returns to work at least one day prior to the holiday.

8. Employees on sick or injury leave shall be paid holiday pay for a period up to twelve (12) months.

9. An employee scheduled to work on a Holiday may elect to designate it as a "Floating Holiday." If the employee chooses to do so, they will receive 1-1/2 times pay for work on the Holiday and will acquire equal amount of time off for each hour worked to be taken at a later date as a vacation day. An employee will be allowed floating holidays to be carried over and taken not later than March 31 of the following calendar year or otherwise paid in lieu thereof. It is understood that scheduling these carried over holiday(s) will follow the same process as scheduling normal vacation per the contract or any agreement made between the company and union.

**ARTICLE X – VACATIONS
SECTION 1 – ELIGIBILITY**

1. Employees are entitled to vacation based on years of continuous service on their anniversary date of employment as follows:

YEARS OF CONTINUOUS SERVICE	VACATION ENTITLEMENT
1 Year	80 Hours
5 Years	120 Hours
10 Years	160 Hours
22 Years	200 Hours
30 Years	240 Hours

2. The vacation period shall be on a yearly basis from January First through December Thirty-First. The following procedure is used in determining vacation due to new hires during the current vacation year.

- a) If an employee is hired during the first quarter of the vacation year (January 1 through March 31), he will be entitled to eighty (80) hours vacation during the following vacation year. Employee will also be entitled to 32 hours in the first year.
- b) If an employee is hired during the second vacation quarter (April 1 through June 30), he will be entitled to eighty (80) hours vacation during the following vacation year. Employee will also be entitled to 24 hours in the first year.
- c) If an employee is hired during the third vacation quarter (July 1 through September 30), he will be entitled to sixty-four (64) hours vacation during the following vacation year. Employee will also be entitled to 8 hours in the first year.
- d) If an employee is hired during the fourth vacation quarter (October 1 through December 31), Employee will be entitled to sixty-four (64) hours vacation during the following vacation year.

Thereafter, as of December 31, of each year, the employee will then be eligible for vacation for the following year. Such employee will then be eligible for a full two (2) weeks the second vacation year following his employment and will be eligible for an additional week's vacation during the vacation year in which his fifth, tenth, twenty-second and thirtieth anniversary falls.

An employee who during his first vacation year terminates his service for any reason prior to twelve (12) months service will not receive vacation time granted to his termination pay, and the above procedure for new hires will not apply.

Vacation may be carried over and taken not later than March 31 of the following calendar year or otherwise paid in lieu thereof.

3 (a) Upon return of an employee from his layoff that extended past one continuous year, that employee will commence to accumulate vacation from his first day of return to work and shall be eligible for the number of vacation days from the time of his return to work through December 31st for the following vacation year based on the following schedule:

Full Calendar Weeks of Service After <u>January 1st</u>	After 1st Vac Date	After 5th Vac Date	After 10th Vac Date	After 22nd Vac Date	After 30th Vac Date
1 to 5, inclusive	0	0	0	0	0
6 to 13, inclusive	2	3	4	5	6
14 to 23, inclusive	4	6	8	10	12
24 to 33, inclusive	6	9	12	15	18
34 to 43, inclusive	8	12	16	20	24
44 to 52, inclusive	10	15	20	25	30

(b) Employees who return to the payroll from lay-off of less than one (1) year, or return from approved absences, prior to December 1st and who meet the foregoing continuous service requirements will have their vacation privileges restored during the current vacation period after they have been continuously employed for a period of thirty (30) days.

(c) Employees who return to the payroll from lay-off of less than one (1) year, or return from approved absences, up to and including December 31st, and who meet the foregoing continuous service requirements will have their vacation privileges restored for the current vacation period after they have been continuously employed for a period of thirty (30) days. Such employees who return to the payroll on or after December 1st shall be paid vacation pay-in-lieu of vacation time off.

(d) Notwithstanding the provisions of this Paragraph 3, employees who leave the payroll on an approved occupational or non-occupational sick leave or pregnancy leave after having qualified for vacation in that year, and later complete an anniversary date which would otherwise entitle them to an additional week of vacation in that year, will be paid such additional week of vacation.

4. Employees entitled to vacation who resign with or without notice or are discharged before they have taken their vacations shall be entitled to vacation pay at the time of exit; and employees laid-off shall also be entitled to vacation pay at the time of exit upon their request. Vacation pay received at time of lay-off is in lieu of vacation time off. If an employee on lay-off requests his vacation pay and is returned to the payroll during the same vacation year, he will not be allowed to take time off for vacation. During a year when an employee's weeks of vacation entitlement increases, an employee shall not be entitled to the increased vacation unless actively employed or on an approved leave of absence on his anniversary date.

5. If an employee who is entitled to a vacation dies before he has taken that vacation, only the person designated as beneficiary of the life insurance benefits provided by the Company to such employee shall be

entitled to his accrued vacation pay. If no beneficiary is designated, his accrued vacation pay will go to his estate.

The employer will make a reasonable effort consistent with production requirements to schedule vacations at times suitable to the employees and to give those employees entitled to two or more weeks' vacation the two or more weeks' consecutively if they so desire.

Employees will be contacted on a shiftwide basis for their selection of vacation dates starting December 1st through December 15th. The number of employees on vacation at one time (other than at Plant shutdown), however, shall not exceed ten (10) percent of the employees in that job classification provided there are ten (10) or more employees in that job classification. Should the job contain fewer than ten (10) employees, and then no more than one (1) employee in such job classification may be on vacation at the same time without the Company's consent, except during the Plant shutdown period.

First Choice December 1st through December 15th
 Second Choice December 16th through December 31st

When contacted by seniority, the employee must signify his choice. The vacation schedules will be posted by January 2nd.

Employees will select their two flexible holidays during the vacation 1st and 2nd choice period each year. Employees who fail to make a selection will be assigned President's Day and Good Friday.

There are a total of thirteen (13) vacation groups. Of these groups, no more than one person can be on vacation at the same time without the company's consent unless noted below:

Vacation Groups		Vacation Numbers
1	Tank Farm, Liquid Polymers, and Bal/TF-WT/LP Operators	1
2	Powerhouse, Physical Tester, Bal/PH/Physical Tester	1
3	Control Room and Finishing Relief Operators	1
4	Solution, Solution Utility, Bal/Sol/Sol Utility Operators	1
5	Finishing Drying Operators Lines 1-4	1
6	Amcycle and 190 Balance	1
7	Packager/Boxmakers	1
8	Oiler, Oiler Relief, Outside Forklift	1
9	Watergun	1
10	Finishing Packaging & Drying Operator Lines 5&7	1
11	Shipping	1
12	Utility Operator, Bal/Utility/Control Room Operator	1
13	No Vacation Group Required: WIN Cell, Industrial Cleaners	No Limit Unless Job Has a Back-up (1)

After the first and second choice vacations are made, the employees are granted vacations on a first come first serve basis, as long as the total of the shift does not exceed 20%.

If an employee requests a vacation and someone in their group has already scheduled a vacation, but the total of the shift is less than 20%, proceed as follows:

Call for overtime 3 days in advance for the position being requested. If someone accepts, grant the vacation. Likewise, if no one accepts the overtime, deny the request.

Vacations are dear to everyone. Try to work with your employees to allow them to take their vacations as truly needed, when you can.

An employee who having once earned any part of his vacation because of having passed the first anniversary date, and who terminates in any subsequent year for any reason other than discharge for theft of Company or employee property, without passing the December 31st date, will be entitled to vacation pay based on the following schedule:

Full Calendar Weeks of Service After <u>January 1st</u>	After 1st Vac Date	After 5th Vac Date	After 10th Vac Date	After 22nd Vac Date	After 30th Vac Date
1 to 5, inclusive	0	0	0	0	0
6 to 13, inclusive	2	3	4	5	6
14 to 23, inclusive	4	6	8	10	12
24 to 33, inclusive	6	9	12	15	18
34 to 43, inclusive	8	12	16	20	24
44 to 52, inclusive	10	15	20	25	30

At any time, any employee with more than two (2) weeks of vacation may take up to two (2) weeks in excess of two (2) weeks of vacation pay in lieu of time off at his request. Such pay shall be in five (5) day increments or greater.

During the last seven days of the vacation year, any employee who has more than two weeks of vacation may take any amount of vacation pay in lieu of time off in excess of two weeks, at his request.

6. Notwithstanding any other provision of this Article, the Company shall have the right to schedule a total or partial Plant Shutdown (up to two (2) weeks) for the taking of vacations.

The Company shall advise the employees by December First if it intends to schedule a Plant Shutdown for vacations and the dates of such Shutdown. Such Shutdown, if scheduled, shall occur between June First and September Fifteenth. Employees will take their vacation entitlement during the vacation shutdown, provided they are not scheduled for work during such period by the Company in advance of such shutdown, in which case they shall be entitled to select their vacation period in accordance with the other provisions of this Agreement.

Employees who are entitled under this Article to a vacation of greater duration than the Vacation Shutdown shall be entitled to schedule such vacation in excess of the shutdown period in accordance with the other provisions of this Article.

7. An employee will be entitled to a vacation in the year in which he retires on Service Award or on Pension, based upon the applicable percentage of the previous year's earnings, or minimum pay, whichever is higher.

8. In addition to any vacation to which he is entitled through the above eligibility provisions, an employee who retires on pension or on service award will be entitled to vacation pay based upon the applicable percentage of his earnings in the previous calendar year. The minimum vacation is not applicable to this additional vacation pay.

9. During total or partial Plant shutdowns, employees scheduled to work will not be allowed to take vacations unless approved by the Company ten (10) days prior to the shutdown.

10. A least senior employee who has a scheduled vacation period commencing the next day following their regular scheduled work shift will not be required to work a post shift overtime assignment unless there is no other qualified employee available who can be assigned such work without jeopardizing production requirements.

11. Employees are entitled to use two (2) Emergency Vacation Days from their allotted time. These require a one (1) hour notice prior to shift start and are not subject to vacation groups, percentages allowed off, or the time requirements within Article 10.

SECTION 2 - PAY FOR VACATIONS

1. Vacations will be paid at the rate of two (2%) percent of the previous calendar year's earnings for each week of vacation to which the employee is entitled.

2. Minimum vacation pay for those employees entitled to vacations shall be equivalent to the amount resulting from multiplying the hourly wage rate by the number of hours in a work week of five (5) standard work days, for each week of vacation due the employee.

3. Employees who return to the payroll with seniority after having served in the Armed Forces, and whose vacation pay would be reduced by virtue of that service, shall have as their minimum vacation pay an amount equivalent to their current average hourly earnings multiplied by the number of their regularly scheduled hours (based upon not less than five (5) or more than six (6) days per week) for each week of vacation to which they are entitled. Current average hourly earnings for the aforesaid purpose means the average rate obtained by dividing the total weekly straight time earnings of his last pay period prior to the beginning of his vacation, by the total hours worked.

4. Employees with five (5) or more weeks of vacation will not be allowed to split vacation in excess of four (4) times for a vacation year. All other employees will not be allowed to split their vacation in excess of three (3) times for a vacation year. Vacation taken during the plant shutdown will not count as a split.

5. Employees will be allowed to bank ten (10) days of their vacation to be taken as they desire, provided they fill out a vacation request no less than eight (8) hours before the start of the scheduled shift and the total number of employees on vacation at one time doesn't exceed twenty (20%) percent of the employees on that shift, without the Company's consent.

ARTICLE XI - LEAVE OF ABSENCE

1. An employee elected or appointed to perform services as a representative of the Local Union or the International Union, or Chemco Federal Credit Union, or the American Federation of Labor Congress of Industrial Organizations as such, or any labor division of a state or federal government agency on a temporary or emergency basis, shall be granted a leave of absence for a period of one year, subject to renewal upon proper application. Such leave of absence shall be granted only upon the request of the General President of the International Union, except as to employees elected or appointed to perform for the local Union. Upon request, such employee shall, in line with his seniority, be returned to the job held at the time of such leave was granted or shall receive the job to which his seniority entitles him under the seniority rules effective in the plant, provided he is able to perform the work. His seniority shall continue and accumulate during such leave of absence.

2. Any employee covered by this Agreement who leaves the employment of the Company to enter the Armed Forces, either by enlistment or draft, under the Selective Service and Training act of 1940, or any other similar Federal Legislation which may be passed, shall be granted a Leave of Absence until such time as service in the Armed Forces is terminated. His seniority will accrue under such leaves, as will the privileges to which he is entitled by virtue of such seniority, provided that the employee makes application for

re-employment within ninety (90) days after receiving a discharge other than dishonorable, and further providing that the employee is physically capable of performing the work required by his job in a proper manner. The Company will make every effort to place employees who may become handicapped during such service.

3. An employee who leaves the employ of the Company as a result of being elected or appointed to an office in Federal, State, County, or Municipal government or subdivisions thereof, or an office in the Chemco Federal Credit Union, or accepts an assignment as a volunteer in the Peace Corps, shall upon request, be reinstated in accordance with the local plant seniority rules, providing he is physically capable of performing the work required and applied for reemployment within thirty days after the end of his tenure in such office or assignment. The employee shall notify the employer in writing of his status at annual intervals thereafter. The employee shall accumulate his seniority for the period of such office or assignment. This shall be effective as of the effective date of this contract and shall not be applied retroactively.

4. When the requirements of the plant operations will permit, an employee may, at his request and for reasonable cause, be granted a leave of absence without pay for a limit of thirty days with the right of renewal of thirty days upon request in writing. The request must be made in writing through the employee's foreman and department head with final approval by the Human Resources Department. Each case will be decided on its merit. A copy of each leave of absence shall be furnished the Local Union President, or Unit Chairman.

FAMILY MEDICAL LEAVE ACT

The parties recognize their obligation to comply fully with the Family Medical Leave Act of 1993, as amended, (FMLA) and nothing in this agreement is intended to conflict with that Act. All company policies and practices with respect to leaves of absences will reflect fully the legal requirements of FMLA.

For FMLA purposes any qualifying leave of absence will be counted against the 12-week FMLA unpaid leave entitlement period.

To determine the twelve month period in which the 12 weeks entitlement occurs for FMLA purposes, a "rolling" twelve month period will be utilized measured backward from the date an employee uses any FMLA leave. FMLA leaves of absences will not be counted as an occurrence for attendance policy and/or disciplinary purposes.

As allowed in the law, it is required for employees to use vacation for the equivalent of the first week of FMLA, except for personal illnesses qualifying for A&S. For employees on an 8-hour schedule, a week is interpreted as 40 hours. For employees on a 12-hour schedule, a week is interpreted as 36 hours.

PARENTAL LEAVE – FMLA

Parental leaves are granted for up to two (2) weeks and must be completed within the first three months following the birth or adoption of a child. Parental leave is required to be taken in a two week-long increment. Parental leaves will run concurrent with Family Medical Leave Act (FMLA) and similar applicable state leaves if the parent qualifies for and has not yet exhausted FMLA and/or applicable state leave. If the parent is ineligible for or has exhausted FMLA and/or applicable state leave, the parent still qualifies for parental leave under this policy.

Parental leaves are in addition to any other applicable leaves and benefits (e.g., Accident & Sickness) provided by the Company. As such the employee must also contact the Company or its representative to manage disability services which include medical and FMLA leaves.

If both parents are employees, FMLA requires that both parents share the maximum 12 weeks permitted by law. However, under this Parental Leave policy, only one parent is required to use concurrent FMLA leave. If that parent consumes the full 12 weeks of FMLA leave, that parent's two weeks of parental leave must run concurrent with FMLA leave. However, the second parent will be considered as ineligible for FMLA leave and will qualify for parental leave under this policy.

Employees should notify their immediate manager at least two weeks in advance of the need for a parental leave. If two weeks notice is not possible, employees must notify their immediate manager as soon as practicable, which ordinarily would be the same day or the next business day after learning of the need for the leave. Parental leaves will be approved by the employee's Manager and the site Personnel Department.

Pay for each week of parental leave will be 40 hours at the employee's individual rate of pay.

ARTICLE XII SHIFT BUMPING & STAFFING PROCEDURE

The Pay Grade, Bid Job and Job Classification which apply for all purposes shall be set in the Wage Supplement attached hereto:

Job #	Bid Job Names	Pay Grade	Job Classification
			Department
325	Balance/Amcycle Operator	Class 2	Plant
401	Balance/Finishing Utility/Finishing Control Room Operator	Class 4	Finishing
180	Balance/Liquid Polymer Operator	Class 4	Solution
10	Balance/LP Lab Tech (Mon-Fri)	Class 4	Technical
185	Balance/LP Lab Tech/Environment	Class 4	Plant
170	Balance/LP Lead Operator	Class 6	Technical
182	Balance/LP Technician	Class 6	Technical
45	Balance/Oiler/Receiving Operator	Class 3	Plant Utilities
155	Balance/Powerhouse/Physical Tester	Class 4	Plant
540	Balance/Receiving Driver/Outside Forklift	Class 2	Plant
145	Balance/Solution Utility/Solution Operator	Class 5	Plant
115	Balance/Tank Farm/Liquid Polymer	Class 4	Plant
561	Balance/Watergun Operator	Class 2	Plant
200	Finishing Control Room Operator	Class 4	Finishing
205	Finishing Drying Operators Lines 1-4	Class 3	Finishing
202	Finishing Packaging and Drying Operators Lines 5&7	Class 3	Finishing
420	Finishing Packaging Operators Lines 1-4	Class 2	Finishing
201	Finishing Relief Control Room and Packaging Lines 5&7	Class 4	Finishing
580	Finishing Trainer Job	Class 6	Technical
400	Finishing Utility Operator	Class 5	Finishing
560	Lead Watergun Operator	Class 5	Technical
50	Oiler (Mon-Fri)	Class 3	Plant Utilities
21	Physical Tester Tech (Mon-Fri)	Class 4	Technical
15	Physical Testers	Class 4	Technical
530	Plant Industrial Cleaners	Class 2	Plant
190	Plant Production Balance Operator	Class 3	Plant
190	Plant Production Balance Operator	Class 4	Plant
66	Powerhouse Operator	Class 5	Plant Utilities
68	Powerhouse Operator (Mon-Fri)	Class 5	Plant Utilities
151	PSM Operator (Mon-Fri)	Class 7	Technical
187	PSM Operator Finishing (Mon-Fri)	Class 7	Technical
75	Service Truck Operator	Class 1	Shipping/Receiving
74	Service Truck Operator/Clerk Relief	Class 1	Shipping/Receiving
330	Service Truck Operator/Non-Conform Mgmt	Class 2	Shipping/Receiving
73	Shipping Clerk/Service Driver	Class 1	Shipping/Receiving
150	Solution Operator	Class 5	Solution
152	Solution Technicians	Class 7	Technical
100	Solution Utility Operator	Class 5	Solution
110	Tank Farm/Water Treatment Operator	Class 4	Solution
111	Tank Farm/WT Operator (Tues-Sat)	Class 4	Solution
81	Win Cell Lead Operator	Class 6	Technical
80	Win Cell Operators	Class 2	Finishing

BALANCE 190 OPERATOR

Below are the requirements for each Class of 190 Balance

- Class 3 - Finishing Dryer, Packager, + either Finishing Control Room or Amcycle
- Class 4 – Finishing Dryer, Packager, + Combination of any of 2 following jobs Finishing Control Room: Shipping, Water Gun or Amcycle

A Balance Operator must maintain qualifications in each Class to maintain that Class pay.

When an employee changes jobs, qualifications will be determined through oral or written testing and **evaluation by the Training Department.**

1. In order to permit employees the maximum use of their seniority under this Agreement, the Company will adhere to the following procedures, however, for the purpose of this Article, it is recognized that employees will not be permitted to select jobs in a lower pay classification until all necessary vacancies in higher pay classifications have been filled.

- a) When an employee has acquired his bid job, the employee shall perform that bid job if it is running on his shift and work for him is available therein.

The Company shall determine whether, and the extent to which, such bid job shall be performed on any shift. Should there be insufficient work at the beginning of any given shift for any employees who have selected a bid job, or should there arise an insufficiency of work in any bid job during the shift, the employee whose job goes down regardless of seniority shall be moved according to the procedure set forth hereinafter.

- b) Should the Company determine that there is insufficient work for an employee in his selected bid job, the employee shall be compelled by seniority to select from among the available vacant jobs on that shift, as determined by the Company. The employee must be qualified and have the physical requirements to perform the job he selects. Selection shall be in this order:

1st	In his Bid Job Group
2nd	In his Job Classification
3rd	In his Department
4th	In the Plant

- c) Should there be insufficient work for an employee in his bid job for thirty (30) consecutive work days, then the Union and Company will meet and decide if the employee's bid job should be permanently abolished based upon all information available at that time.

ARTICLE XIII - PERMANENT PLANTWIDE BIDDING & BUMPING

Permanent vacancies and/or temporary vacancies as discussed in Paragraph 7 will be opened to bids from employees in the Bargaining Unit as set forth below:

1. Prior to hiring new employees from the outside or recalling employees on layoff, any vacancies will be open to bids from all the employees in the Bargaining Unit.

The employee with the highest Company seniority will be put on the job and given a reasonable breaking-in period providing, as determined by the Company, he has the ability and physical requirements.

Ability and physical requirements to perform the job will be determined by the Company. The Company may, at its discretion, offer an opportunity every other month for the senior requestor to participate in a 2-week competency/exploration /assessment program for the technical positions. All opportunities will be posted for interested employees to sign up. No employee shall be forced over or in to cover a position vacant because of this language.

If an employee bumps or bids on a job and subsequently he does not satisfactorily perform the job, and is disqualified on the job by the Company, then that employee will transfer back to the department from which they came. Those employees that were bumped or displaced initially, by the disqualified employee, will have their lock-in revoked and be able to bid to jobs that their seniority will allow.

In the event the department/bid job has been abolished, then the disqualified employee will be allowed to re-bid to another department/bid job. Ability and physical requirement to perform the job will be determined by the Company.

2. When the Company determines a vacancy exists, the job will be posted five (5) calendar days in advance in which an employee will be able to change his Bump and Bid Sheet. These vacancies include those created by termination of active employment for sixty (60) calendar days, with the exception of the 190 Balance Operator and paragraph seven (7) below. Only the original vacancy will be posted and the bump and bid procedure will be followed to replace the successful bidder. The job/jobs will be posted via digital, the app and text blast.

Employees must keep a current Bump and Bid Sheet on file in the Personnel Department.

3. The results of the successful bidders will be posted.

4. Any employee not having a Bump or Bid Sheet on file, and he subsequently gets bumped, he will be placed on any job, at the Company's discretion.

5. Bump and Bid Sheets may be changed at any time during regular working hours in the Personnel Office. However, employees shall not be compensated for the time involved in changing of the Bump and Bid Sheets.

6. No employee will be personally contacted in regard to the Bump and Bid. Results of the Bump and Bid will be posted along with the shift changes.

7. The Company may fill any temporary vacancy at its discretion up to a period of 60 calendar days. At the end of which time it must have been posted as a temporary bid unless this time period is extended in writing by mutual agreement. At such time as a vacancy is posted as a temporary bid, there will be one job posted which will be filled in accordance with the provisions of this Agreement relative to job bidding. The successful bidder will lose bidding rights for the length of time he is on the temporary job and shall return to his previous job when the temporary job ends unless he successfully bids the permanent vacancy. The successful bidder's job will be filled by the #190 Balance Job. Any employee awarded a temporary job opening will have the same rights as a regular employee.

Temporary vacancies in the jobs listed specifically in number nine (9) of this Article will not be posted for temporary bid. The Company may use /Balance Operators to cover these vacancies up to six (6) months or the job is bid.

In the event the employee whose absence created the job vacancy has not returned within six (6) months from the date the temporary vacancy initially occurred, the job will be posted as a permanent vacancy (exceptions will be employees off work at the time of the ratification of this agreement).

In the event the employee whose absence created the temporary vacancy returns prior to the permanent posting of the vacancy, he will be returned to his former job. Should he not return prior to the permanent posting, he will, upon his return, be placed in accordance with Section Eight (8) of this Article.

8. Any employee whose job is permanently abolished, is permanently bumped or is displaced in accordance with Section Seven (7) above may exercise his seniority and bump the least senior employee in any bid job or into a vacant job after completion of the bump/bid provided he can be qualified to perform the job he selects. He can bump into protected jobs only if previously qualified-certified by the Training Director.

9. Employees with an active Final Written Warning are ineligible to bid on positions. Once the Final Written Warning expires, bidding rights are restored.

10. The table below includes the most recently agreed job names, lock-in periods, class and whether or not the job is an interview position. All lock-in periods begin after qualification.

Job #	Bid Job Names	Job	Lock-	Interview	Pay Class
		Classification	in	Positions	
		Department	Years		
151	PSM Operator (Mon-Fri)	Technical	5	Interview Position	Class 7
187	PSM Operator Finishing (Mon-Fri)	Technical	5	Interview Position	Class 7
152	Solution Technicians	Technical	5	Interview Position	Class 7
170	Balance/LP Lead Operator	Technical	5	Interview Position	Class 6
182	Balance/LP Technician	Technical	5	Interview Position	Class 6
580	Finishing Trainer Job	Technical	3	Interview Position	Class 6
81	Win Cell Lead Operator	Technical	2	Interview Position	Class 6
145	Balance/Solution Utility/Solution Operator	Plant	3		Class 5
400	Finishing Utility Operator	Finishing	3		Class 5
560	Lead Watergun Operator	Technical	3	Interview Position	Class 5
66	Powerhouse Operator	Plant Utilities	3		Class 5
68	Powerhouse Operator (Mon-Fri)	Plant Utilities	3		Class 5
150	Solution Operator	Solution	3		Class 5
100	Solution Utility Operator	Solution	3		Class 5
401	Balance/Finishing Utility/Finishing Control Room Operator	Finishing	3		Class 4
180	Balance/Liquid Polymer Operator	Solution	2		Class 4
155	Balance/Powerhouse/Physical Tester	Plant	2		Class 4
115	Balance/Tank Farm/Liquid Polymer	Plant	2		Class 4
200	Finishing Control Room Operator	Finishing	2		Class 4
201	Finishing Relief Control Room and Packaging Lines 5&7	Finishing	2		Class 4
21	Physical Tester Tech (Mon-Fri)	Technical	1		Class 4
15	Physical Testers	Technical	1		Class 4
190	Plant Production Balance Operator	Plant	1		Class 3
190	Plant Production Balance Operator	Plant	1		Class 4
110	Tank Farm/Water Treatment Operator	Solution	2		Class 4
111	Tank Farm/WT Operator (Tues-Sat)	Solution	2		Class 4
10	Balance/LP Lab Tech (Mon-Fri)	Technical	1		Class 4
185	Balance/LP Lab Tech/Environment	Plant	1		Class 4
45	Balance/Oiler/Receiving Operator	Plant Utilities	1		Class 3
205	Finishing Drying Operators Lines 1-4	Finishing	1		Class 3
202	Finishing Packaging and Drying Operators Lines 5&7	Finishing	1		Class 3
50	Oiler (Mon-Fri)	Plant Utilities	1		Class 3
190	Plant Production Balance Operator	Plant	1		Class 3
325	Balance/Amcycle Operator	Plant	1		Class 2
540	Balance/Receiving Driver/Outside Forklift	Plant	0		Class 2
561	Balance/Watergun Operator	Plant	1		Class 2
420	Finishing Packaging Operators Lines 1-4	Finishing	1		Class 2
530	Plant Industrial Cleaners	Plant	1		Class 2
330	Service Truck Operator/Non-Conform Mgmt	Shipping/Receiving	0		Class 2
80	Win Cell Operators	Finishing	1		Class 2
75	Service Truck Operator	Shipping/Receiving	0		Class 1
74	Service Truck Operator/Clerk Relief	Shipping/Receiving	0		Class 1
73	Shipping Clerk/Service Driver	Shipping/Receiving	0		Class 1

The following are the protected jobs: Solution Technician, Finishing Technician, Balance/LP Technician, Balance/LP Lead Operator, Solution Operator, Solution Utility Operator, Process Safety Management, Powerhouse Operator, Balance/Solution/Solution Utility Operator, TF/WT Operator, Balance/PH/PT, LP Operator, Balance/TF/WT/LP Operator, Lead Watergun Operator, Wincell Lead Operator, Finishing Utility Operator, Balance/Finishing Utility Operator/Finishing Control Room.

Notwithstanding the above, employees in the Balance Slash jobs shall have the right to bid to an opening within their job classification should an opening become available.

When an employee bids to a protected job, and within 45 days by mutual agreement between the employee and the Company, he/she shall be removed from the job and placed into the 190 balance pool; and the job will be reposted for bid. Such employee may not re-bid on that protected job for a two-year period.

When a change in staffing does takes place, the designated Balance Operator will cover the job when available until the new operator is trained.

Any employee who bids to a protected job shall not be locked into any of the above time frames should an eight (8) hour first shift or eight (8) hour rotating shift job become available while such employee is in one of the above protected jobs.

It is further agreed that any employee who has been bumped from a protected job and then bids to another protected job shall not be locked into that job for the purpose of bidding back into the protected job he/she was bumped from.

ARTICLE XIV - GENERAL PROVISIONS

1. The Company shall provide a Bulletin Board in the Production Clock Alley and in each of the employees' locker rooms for the exclusive use of the Union. Unless otherwise mutually agreed upon, such notices shall be limited to departmental business, recreational meetings, elections and election results. All notices shall be submitted to the Labor Relations Manager for approval and will be posted as soon as possible thereafter. Unless otherwise agreed, no notice will remain on the Board more than seven days.
2. Any employee who is injured while at work and is unable to continue because of such injury shall be paid for the balance of the shift. Any employee that was injured while at work on his regular scheduled shift and accepts overtime on the following shift and later goes home on that shift shall only be paid for the amount of time worked on the overtime shift.
3. There shall be no discrimination against any employee for any reason including race, color, creed, national origin, sex, handicap or age.
4. The Union agrees that its members will not conduct Union affairs during working hours.
5. Employees on the active payroll having six months or more continuous service with the Company, who are members of the Military Reserve or National Guard and who present orders for limited duty for attending training encampments, will be allowed makeup pay for two weeks in any one calendar year. At the completion of this authorized leave of absence, the employee will be paid his regular straight time base pay, exclusive of any shift differential, overtime or other premium pay, based on the standard work week then in effect, less any government pay received for such training or service. Government pay is interpreted to

mean base pay plus allowances for service, ratings and special qualifications, but does not include allowances for travel, uniforms, rent or subsistence.

6. In the event that any of the provisions of this Agreement are found to be in conflict with Federal or State Law now existing or hereafter enacted, such law shall supersede the conflicting provisions without affecting the remainder of the provisions.

7. Should an employee be transferred temporarily, or permanently, to a higher rated job for one (1) hour or more, he shall receive the top rate of pay for the job to which he has been assigned. If an employee is assigned to a lower rated job, he shall receive his regular rate of pay while assigned to such work.

8. Any employee who is directed by the Company to report to the Company's physician for occupational illness or an injury while at work will be paid his regular rate of pay while making such visits if such visits are required during his regular assigned hours of work.

9. Supervisors and other employees outside the Bargaining Unit shall not be permitted to perform the work of the Bargaining Unit except:

- (a) During an emergency where Plant equipment is endangered or employees are in jeopardy;
- (b) In the training and instructing of employees;
- (c) In the interest of maintaining continuous or quality production.

It is not the purpose of this section to replace Bargaining Unit jobs with Supervisors.

10. An employee who is no longer capable of satisfactorily performing his job because of ill health or injury shall be given preference in filling a job within the Plant for which he is qualified. Such job is to be determined by mutual agreement between the Company and the Union. Each case will be considered on its own merits without regard to past practice.

11. Employees called to the Plant, shall receive not less than four hours pay at straight time, or shall be paid at the regular applicable overtime rate, whichever is greater. Employees who decline the opportunity to work on alternate jobs temporarily assigned to them will not be eligible for call-in pay.

12. In the event no work is available, an employee reporting for work at the regular starting time, who has not been notified not to report, shall receive in that event eight (8) hours pay. The Company may offer an alternate job and if refused by the employee, the employee shall not be eligible for reporting for work pay. However, if an employee is offered alternate work, he is compelled to accept the alternate work as per the shift bumping procedure.

13. Before any reprimand report is placed in an employee's personal file, the employee in the presence of a Union Steward or Officer shall be given the opportunity to read, make a written statement, and sign the reprimand report. If the employee feels that the reprimand report is unjustified, the problem may be processed through the regular grievance procedure. The employee will be similarly informed of a commendation.

Reprimand Reports for disciplinary reasons will not be retained in the employee's personal file for a period in excess of twelve (12) months.

Reprimand Reports will be issued within three (3) days excluding Saturdays, Sundays, holidays, vacations, illness, afternoon or night shifts, and regularly scheduled days off.

In case of the discharge of any employee, the Union will be notified prior to the effective date of the discharge.

14. Pay including A&S will be available by 7am every other Tuesday. Should Tuesday be a holiday, paychecks will be available by 7am on Monday.

15. Employees on an 8-hour shift schedule may switch up to five (5) consecutive shifts, full or partial, with another qualified employee including holidays provided the trade is completed within the same work week and both employees sign an overtime sixth and/or seventh day premium waiver. For the purpose of this section, partial is defined as either the first two (2) or four (4) hours or the last two (2) or four (4) hours of an eight hour shift. Such change must be made at least seven (7) hours prior to the effective shift and must be approved by the Shift Manager or his designee.

An employee cannot have trades in more than six (6) consecutive weeks without an exception agreed upon by between the Union President and the Labor Relations Manager, or their designees.

Failure to honor one's commitment to the trade may result in loss of privilege to trade for a period of thirty (30) days. Second offense may result in a sixty (60) days loss of privilege. A third offense may result in a ninety (90) days loss of privilege.

Following two years without a trade infraction, an employee's file will be cleared as if the employee had never failed to honor a trade commitment.

There are prescribed times in the schedule that employees who work regular eight (8) hour shifts can trade with employees working twelve (12) hour shifts. See trade form.

16. The Company will provide a (\$150) yearly safety shoe allowance to be paid the first pay period in June of each year and shall be paid to the employees then on active payroll June First.

17. The Company will authorize and make deductions for Chemco Federal Credit Union in even dollar amounts.

18. The Company and Union agree that the submission or withdrawal of any proposal by either during the negotiations leading up to this Agreement or a previous Agreement shall not be used to prejudice the Company's or Union's position in subsequent negotiations, under the grievance procedure, or before an Arbitrator.

19. Employees will be required to perform production continuation work tasks on their equipment so long as only common tools are used. They may also be required to remove plug-ups from equipment and to keep their work areas clean.

The following production continuation work may be performed by the production employees:

- (a) The USW Production Workers will handle blower pipe with quick flange. The Machinists will take down and replace all blower piping when repairs are required or when a line is down for out-of-service maintenance.
- (b) Connect and disconnect all tank cars and tank trucks regardless of the type tools or wrenches required.
- (c) Blow plugged crumb lines (operate necessary valves).

- (d) Lubricate all their own operating equipment, including valves (excluding electric motors and instruments).
- (e) Jump batteries (this may be performed by anyone).
- (f) Replace run lights (excluding explosive proof fixtures).
- (g) Hook up steam hoses, where fitting changes are not necessary.
- (h) Open the Jeffrey Mills and Reitz Choppers.
- (i) Replace screens on blower boxes.
- (j) Connect hoses to small portable pumps, where fitting changes are not required (may require hose clamps and use of small tools).
- (k) Removal and connecting Blower Venturis.
- (l) Removal and connecting the Reitz Chopper Venturis.
- (m) Install carrier chains or belts on sprockets for eject tables of the balers.
- (n) Shift-wise and daily greasing of vehicles and equipment used by the Balance Group.
- (o) The following as related to the Power Plant:
 - (i) Either/or clean ash opacity monitor.
 - (ii) Either/or use tools for adjusting coal feed for trajectory.
 - (iii) Either/or tighten or loosen nuts on coal feeders.
- (p) Craftsmen will be expected to procure and charge out their own materials from stores excluding Monday through Friday on day shift.

20. Contracting out

While in general it is the policy and intent of the Company to have work normally performed by the Bargaining Unit performed by members of the Bargaining Unit, it is recognized by both parties that at various times the Company may be required to allot to outside contractors work of a similar or identical nature as that performed by Bargaining Unit employees. Such allotment of contracts shall be governed by the following:

- (a) If the work project is of such size or nature as to make it impractical to be handled by Bargaining Unit employees in conjunction with their regular work assignments, or
- (b) If the work is such urgency or short duration or requires skills or special machines as to make it impractical to add additional employees to the active payroll or to acquire such machines.
- (c) The Company and Bargaining Unit recognize the need to establish a quick turnaround crew to facilitate equipment readiness when changing polymer types. The crew, composed of volunteers, will consist of water gun operators and a crew to clean process equipment.

Quick turnarounds will be scheduled in advance and the crew overtime will be scheduled first according to seniority and second by low hours. Members of the crew will be required to work if work is available.

The Company retains their rights under (a) and (b) above.

In addition to the foregoing, the following may be contracted out:

1. Janitorial services in all areas of the plant including the cleaning of water coolers.
2. Lawn care and grounds keeping work. Lawn care and grounds keeping work will include but not be limited to, lawn mowing, maintenance, lawn edging and trimming, shrubbery planting and maintenance, road sweeping, and snow removal.
3. Painting: Any and all painting work may be contracted out at any time for any reason without advance notice to the union or the Union President, or Unit Chairman. Whether or not painting is done by USW Employees or is contracted out is solely the discretion of the company.
4. Culling, repairing, stretch wrapping, and disposing of skids and/or metal containers.

The Company will notify the Union President, or Unit Chairman, in advance of its intent to contract out such work, except for painting, watergun work when overtime is refused, acidizing or similar type chemical cleaning of equipment, and vacuum truck work.

The two Stores positions will be suppressed, Storekeeping/Receiving Clerk (Job. #40) and the Straight Balance/Relief position (Job #41). The two Stores employees will either need to bid to another position or exercise their bumping rights by the fourth quarter of 2010. They will be grandfathered at their current rate, should they bump or bid to another Class C job when leaving the Stores position.

21. When an employee is placed on temporary light duty by his doctor, the doctor must spell out the limitations of the employee. It shall be the Company's decision if the employee is to be put on light duty. The Company may assign him any job within the plant and on his shift meeting the prescribed limitations of his doctors. Light duty will only apply to work connected injuries. Employees on light duty will not be eligible for overtime.

Should an employee be assigned to a higher rated job, he will receive the top rate of pay to which he has been assigned. Should an employee be assigned to a lower rated job, he shall receive his regular rate of pay while assigned to such temporary light duty. This shall not apply in the event an employee bids or is bumped while on either temporary or permanent light duty.

When the employee is taken off light duty and his job has been bid, he will bump to a permanent position as per the Plantwide Bumping Procedure.

22. It is understood that where the masculine pronoun is used in this Agreement, it shall refer to male and female genders.

23. When there is no lunch truck service and the vending machine supplies are depleted, one employee each from the Balance Operator Department, Latex, and Process (SBR & Cisdene) Departments will be allowed to pick up food orders from outside the Plant; however, the employee leaving the Plant can go to one place for the food and must obtain approval prior to taking orders, or leaving the Plant, from his

immediate supervisor. In no event can more than one (1) employee from each of these three departments be allowed to make more than one trip per shift.

24. The Company at their option may institute an Incentive Plan that will apply equally to all employees in the Bargaining Unit. Prior to the inception of any such Incentive Plan, such Plan will be discussed with the Union.

25. Any Craftsman repairing any equipment may test, operate, drain, refill or lubricate such equipment with the area supervisor's approval so long as it is isolated from the system.

26. If after a two (2) year medical leave of absence an employee is neither able to return to work nor has been placed under Article XIV, Paragraph 10, he will be terminated.

27. Employees will have an annual communication meeting between himself and his supervisor.

28. An employee who loads, unloads or handles hazardous materials or who prepares or receives hazardous materials must be job certified and tested in order to remain in the position. Retesting will be required periodically in order to comply with regulatory requirements.

29. It is understood the following production unit work may be performed by U.S.W. employees:

(a) Vacuuming of baghouse modules

(b) Backhoe work other than excavation and construction

(c) Moving of furniture and office equipment on site other than normal re-arranging of such.

30. A Quality Spoke program will be implemented by the Company. The goal of the program will be to seek volunteers with a passion for quality to help the team manage the quality of the products and services produced, apply the Quality system, and promote quality knowledge and awareness.

31. A Safety Spoke program will be implemented by the Company. The goal of the program will be to seek volunteers with a passion for safety to ensure safety. They will help team members understand the safety rules (including the Cardinal Safety Rules), post safety dossiers, reflex action sheets, and how to work safely and follow Michelin's requirement and the Safety Philosophy. They will reinforce and encourage behavior-based safety through our PAUSE program.

ARTICLE XV - SAFETY PROVISIONS

1. The Company shall furnish and employees shall use protective equipment as is considered necessary by the Safety Department of the Company. In the case of prescription eye glasses, the employee must furnish prescription to the Company nurse for said glasses. If the employee loses or damages any equipment he will pay to replace it.

2. The Union will cooperate with the Safety Department of the Company and will assist in all ways to maintain safe conditions and practices for employees of the Company.

3. The Company will maintain adequate Medical facilities.

4. Any employee whose physical condition has changed materially during the period of his employment or prior to his return to work after an illness, injury, layoff or leave of absence, may be required to pass a physical examination before the employee will be permitted to return to his job.

5. Any employee off work due to an injury or illness, personal or work-related, that is requested to be examined by the Company Doctor and does not keep his appointment to see the Doctor will not be paid A&S Weekly Benefits or Worker's Compensation from the date of his scheduled appointment until he is examined by the Company Doctor. If for some legitimate reason the employee cannot keep the scheduled appointment to see the Company Doctor, he must prior to his appointment, contact the Company Nurse and another appointment will be made at the earliest time.

If there is a disagreement between the Company Physician and the employee's Physician regarding the advisability of returning the employee to the job, the Company will select a third Physician in the presence of a Union Representative. The third Physician will render a final decision.

If the third Physician cannot be agreed upon, then the third Physician will be chosen by having a drawing from the list of specified Physicians in the field of the employee's illness to which he claims disability which are listed in the current Jefferson County Medical Society Roster. The medical opinion of such third Physician after examination of the employee shall decide such question. If an appointment with the third Physician cannot be made within five (5) days from the drawing, then the drawing will continue until an appointment can be made within the range of five (5) days.

The fees and expenses of such third Physician shall be paid by the Company. This applies to any medical evaluation for returning to a job.

6. An employee must obtain approval from his immediate supervisor or BUL prior to reporting to Medical for medical attention unless he is physically or mentally unable to do so. Employees who are subject to chronic physical or mental illness or malady while at work shall, after such conditions are verified, be permitted, when necessary, to report to Medical without prior reporting to the BUL. Employees whose condition does not require immediate attention at Medical shall remain at their posts, if requested, until relieved. Management will make a good faith effort to relieve such employees as expeditiously as possible.

7. The Company retains the right to institute a drug-testing program, which will be discussed with the Union before implementation.

8. The Company will require employees to take an annual physical examination to be performed by an appropriate medical professional and location selected by the Company. The physical will be scheduled during the employee's birth month. If the employee's birth month falls in November or December, it must be scheduled during October. The Company will bear the expense of the tests and all results will be made immediately available to the employee. Members of the Emergency Response Team will take a stress test in addition to the physical.

The Company agrees to include an A1C test every two years in the Company medical surveillance program. The Company shall pay three (3) hours of pay at time and one-half; provisions of Article 8 shall apply.

In the case where an employee is instructed by the Company Doctor following a company physical to follow-up with a physician and are not allowed to return to normal work duties, the seven day waiting period for Accident and Sickness will be waived.

9. Trained hourly employees will share in the responsibility of the safety permit procedures. This includes process equipment preparation, lockout/tagout, unlock, safety of job and permit validation.

10. When an employee has been released to return to work by his/her physician and the Company

requires the employee to see the Company doctor, such appointment and visit shall be made no later than 72 hours from the time the Company doctor's office has received all necessary documentation. Should the Company doctor be unavailable within this time limit, the employee shall start receiving their regular rate of straight time pay for any missed scheduled work. For the purpose of this paragraph, the 72-hour requirement shall exclude Saturdays, Sundays, and Holidays. The Company shall not be required to make any compensatory payment in the event the employee is directed for more medical follow up.

ARTICLE XVI - MANAGEMENT CLAUSE

The Union recognizes the managerial functions vested in and to be retained by the Company. Illustrative of such managerial functions are, but not limited to all decisions with reference to equipment to be used, products to be handled, work to be done, the way work is to be done, the direction of the working forces, the determination of the number of employees it will employ, assignments or retention in any and all jobs, the right to hire, suspend, discharge, discipline, promote, demote, or transfer, to determine the qualifications of an employee to perform work as and wherever referred to in this Agreement and to release employees because of lack of work or for other proper and legitimate reason (as per this Agreement). The exercise of such authority shall not conflict with the express terms of this Agreement.

ARTICLE XVII - WAGE APPLICATION

SECTION 1

The wage rates for each classification under this Agreement shall be set forth in Wage supplements "A", "B", "C", "D" and "E" attached hereto. These Wage Supplements attached hereto and made a part thereof by reference show the Job Classifications and Established Hourly Rates as agreed upon for all existing jobs as of the effective date of this Agreement.

Wage Supplement "A" in its entirety, shall become effective March 3, 2024, and remain in full force and effect until March 1, 2025.

Wage Supplement "B" in its entirety, shall become effective March 2, 2025 and remain in full force and effect until February 28, 2026,

Wage Supplement "C" in its entirety, shall become effective March 1, 2026 and remain in full force and effect until February 27, 2027.

Wage Supplement "D" in its entirety, shall become effective February 28, 2027 and remain in full force and effect until February 26, 2028.

Wage Supplement "C" in its entirety, shall become effective February 27, 2028 and remain in full force and effect until March 3, 2029.

SECTION 2

Establishment of Hourly Rates: Hourly rates on newly created jobs for which no classification exists in the Wage supplement herein and on jobs where there has been a substantial change in job content during the term of this Agreement shall be determined in line with established rates on comparable operations in the Plant and the rate shall then be installed according to the following procedure:

The Company shall establish the rate of pay for the job and the Union will be advised in writing as to what the rate will be as far in advance of the effective date as possible, but not less than five working days prior to the effective date, exclusive of Saturdays, Sundays, and holidays. Any dispute that may arise respecting the equity of the rate shall be subject to immediate review under the grievance procedure including arbitration. The Company, upon request, shall give to the Union copies of the complete data showing the basis upon which the rate is determined. In the event of a dispute concerning the equity of the rate, the job will continue to be worked at the rate assigned by the Company until a different rate is agreed upon by the Company and the Union, or until a different rate is determined in the grievance and arbitration

procedure. Any increase made in rate as a result of being processed through the grievance procedure or in arbitration shall be retroactive to the effective date of the rate.

SECTION 3

The Company agrees to furnish the Local Union two copies of the hourly rates for each classification by departments when the changes occur.

Section 4

The starting rate of pay for new hires will be Class 1. When qualified in a higher level, the rate will move to the higher level rate of pay.

ARTICLE XVIII - SEVERANCE PAY

1. Severance pay will be granted in accordance with the following plan: Whenever a permanent reduction in force occurs, employees terminated because of such permanent reduction in force shall be paid severance pay in accordance with the following schedule:

SERVICE CREDIT	SEVERANCE PAY
Under 1 year	No allowance
1 year but less than 3 years	1 week (or 40 hours)
3 years but less than 5 years	1 1/2 weeks (or 60 hours)
5 years but less than 10 years	1 weeks' pay for each year
10 yrs. but less than 15 yrs.	1 1/4 weeks' pay for each yr.
15 yrs. but less than 20 yrs.	1 1/2 weeks' pay for each yr.
20years or more	2 weeks' pay for each year.

2. An employee who is rehired and is subsequently terminated on account of reduction in force will receive severance pay based on his most recent rehire date.

3. An employee shall lose all seniority and recall rights and his name shall be removed from the seniority roster upon his receipt of a severance pay award. Under no circumstances shall an employee be entitled to an award of severance pay under this Agreement as well as an award of separation or severance pay under any other Agreement between the Company and the Union.

4. The Company is not obligated to pay severance pay unless the above conditions are met, and written request from the employee is received by the Company. If an employee is eligible for severance pay and dies prior to meeting all of these requirements, the employee's estate and/or survivors will not be entitled to any funds under this Article.

ARTICLE XIX - BEREAVEMENT PAY FOR 8 HOUR EMPLOYEES

An employee who has 90 calendar days or more of continuous service credit shall be entitled to pay in accordance with the following:

If the employee is absent from work due to the death of their spouse, child, or parents, they will be paid for the time lost from their regularly schedule to work shift up to a maximum of 5 consecutive scheduled work days. The absence must begin no later than 30 days after the death to be eligible for bereavement pay.

If the employee is absent from work due to the death of their grandparent, grandchild, spouse's grandparent, daughter-in-law, son-in-law, sister-in-law, brother-in-law, mother-in-law (including step-mother-in-law), father-in-law (including step father-in-law) brother, (including step-brother and half-brother) sister, (including step-sister and half-sister), they will be paid for the time lost from their regularly scheduled work shift up to a maximum of 3 consecutive scheduled working days. The absence must begin no later than 30 days after the death to be eligible for bereavement pay.

The rate of pay will be the straight-time hourly rate plus shift differential. Should a holiday fall within this bereavement period, such employee shall receive holiday pay in addition to bereavement pay. In the event the bereavement period falls during an employee's vacation or off days the vacation shall be extended for three more days.

Any extension of vacation for bereavement leave must be the three consecutive working days immediately following the employee's vacation.

An employee will be granted an extra two (2) days of leave if the funeral or memorial service is local or four (4) days if the funeral or memorial service is out of the locality. Out of locality is defined as being more than 200 miles from the Louisville, KY area. The two (2) day or four (4) day extension will be without pay.

ARTICLE XX - JURY PAY

An employee who has 90 calendar days or more of continuous service credit shall be entitled to pay in accordance with the following:

The Company shall reimburse an employee who is kept away from work because of being called for jury service or serving on the jury or serving as a witness under court subpoena. This reimbursement shall be the difference between the actual wages, excluding overtime, he would have received if he had been employed at his regular work and the total amount, including all expenses, paid him for jury service or for serving as a witness under court subpoena. He shall not be required to report for work that day, regardless of his schedule. An employee will not be required to report for or work his shift if it immediately precedes or immediately follows jury duty. For example, an employee is not required to work the third shift on Sunday night if he is required to report for jury duty on Monday morning.

In order to be eligible for this jury pay, the employee must furnish the Company proof from the court of such services, showing the date and time served and the amount paid for this service. These payments apply only for those absences from work which are actually required to make the necessary court appearances.

ARTICLE XXI - PLANT SAFETY COMMITTEE

There shall be a Plant Safety Committee which will consist of representatives of Management and hourly employees to work together in a team effort to improve Safety.

The Safety Manager shall act as Chairman of the committee. The Operations Manager, President or Unit Chairman of U.S.W. Local 1693-04, and balanced representation from each shift shall makeup the committee.

The Plant Safety Committee may achieve its goals by participating in Job Hazard Analyses, Accident and Incident Investigations, periodic Safety Audits or other Safety related functions, sending reports to the Local Union President or Unit Chairman and Manager of Human Resources.

The Plant Safety Committee may seek recommendations from experts and authorities. The U.S.W. International Representative on Health and Safety shall have access to the plant for the purpose of investigations and any testing he deems necessary as shall be reasonably connected with the purpose of the Plant Safety Committee.

The Company and Union agree the Plant Safety Committee will meet once each month. Its members will be required to attend and actively promote Safety throughout the plant.

The Company and Union agree all Federal, State, Local, or other Regulatory Codes represent a minimum acceptable practice of Safety and Health.

Any and all safety items shall be subject to the Grievance Procedure.

The Company will send two (2) Union members selected by the Unit Chairman or Unit President to the annual USW Health and Safety Symposium. The Company will also send two (2) union members to the USW Summer Institute. The Company will reimburse reasonable expenses including registration, travel, lodging, and meals.

ARTICLE XXII - DISTRIBUTION OF OVERTIME

1. The Company will endeavor to distribute available overtime evenly in the Bid Job within the same Job Classification. Available overtime shall be offered to the qualified employee having the lowest amount of overtime hours indicated on the overtime list within his Bid Job in his Job Classification. If an employee is inadvertently by-passed by overtime, and there is an opportunity for him to make up the time, then he shall be given the overtime work to which entitled. The Company will endeavor to keep the overtime balanced in the Bid Job within the Job Classification so as not to exceed eight (8) hours at the end of each calendar month. It is recognized, however, that the overtime spread could exceed eight (8) hours on a monthly basis. Errors must be brought to the Company's attention within the time specified in Step 1 of the Grievance Procedure.

2. On January 3 at 7:00 a.m., overtime hours will revert to zero hours for all employees in all job classifications.

3. New employees, as well as employees transferring into a different Bid Job Group, and employees recalled from lay-off will be credited with the greatest hours worked by an employee in the same Bid Job Group.

4. Employees absent from work because of health, vacation, personal reasons, leave of absence, disciplinary lay-off, etc., will be credited with overtime that otherwise would have been available to them

during their absence. Employees on vacation may be called and can work overtime provided the overtime list has been run first for employees not on vacation. If an employee does not want overtime, it is his responsibility to exclude himself. If he does, he will not be charged the overtime, otherwise he will be charged.

An employee may exclude themselves from overtime if a vacation is included in conjunction with their scheduled off days.

5. An employee having telephone facilities, but who cannot be personally contacted, will be charged for overtime hours.
6. An employee who does decline to accept overtime shall be charged for actual overtime hours made available to him.
7. An employee having no telephone will be charged for overtime hours as situations arise wherein he would normally be "called in" or requested to work overtime.
8. If there is overtime work available at the end of a shift, which the Company estimates will not take more than one hour into the next shift, the Company may retain an employee or employees for overtime up to one hour and employees will be charged hours worked.
9. Overtime will be called in the following order:
 - (a) Bid Job.
 - (b) Qualified employee with the lowest hours in the Sub Group

190 Balance overtime call list: Qualified employees that choose to work 190 Balance Operator overtime must sign-up on the "overtime call sheet" that is posted in the Administration Building break room. The "overtime call sheet" will be posted Monday - Thursday each week for available 190 Balance Operator overtime in the following week.

Employees who choose to sign up and be called for 190 Balance overtime will have the right to accept or deny overtime when called. For the purpose of computing overtime equalization, all eligible employees will be charged overtime hours equal to the amount of hours called.

Employees are not permitted to call anyone, including the overtime caller or gatehouse to add or remove his/her name at any time. Each employee must personally sign the "overtime call sheet" to be eligible for receiving overtime calls.

It is understood that only the employees who wish to participate in 190 Balance Operator overtime call list must sign up each week.

10. When help is needed on overtime for any additional work that cannot be performed by the regular operators on duty, the overtime shall be called first from the Bid Job, second from the Sub Group.
11. Overtime for barge unloading will be called from the following groups:
 - a) Tankerman from the group comprised of --- qualified Tank Farm/Water Treatment Operators, Balance/TF-WT/LP Operators, and Tank Farm Operator (T - S).
 - b) Any qualified Tankerman
12. For the purpose of overtime, bid jobs, job classifications/departments and pay grades are listed below:

Job #	Bid Job Names	Pay	Job Classification
		Grade	Department
325	Balance/Amcycle Operator	Class 2	Plant
401	Balance/Finishing Utility/Finishing Control Room Operator	Class 4	Finishing
180	Balance/Liquid Polymer Operator	Class 4	Solution
10	Balance/LP Lab Tech (Mon-Fri)	Class 4	Technical
185	Balance/LP Lab Tech/Environment	Class 4	Plant
170	Balance/LP Lead Operator	Class 6	Technical
182	Balance/LP Technician	Class 6	Technical
45	Balance/Oiler/Receiving Operator	Class 3	Plant Utilities
155	Balance/Powerhouse/Physical Tester	Class 4	Plant
540	Balance/Receiving Driver/Outside Forklift	Class 2	Plant
145	Balance/Solution Utility/Solution Operator	Class 5	Plant
115	Balance/Tank Farm/Liquid Polymer	Class 4	Plant
561	Balance/Watergun Operator	Class 2	Plant
200	Finishing Control Room Operator	Class 4	Finishing
205	Finishing Drying Operators Lines 1-4	Class 3	Finishing
202	Finishing Packaging and Drying Operators Lines 5&7	Class 3	Finishing
420	Finishing Packaging Operators Lines 1-4	Class 2	Finishing
201	Finishing Relief Control Room and Packaging Lines 5&7	Class 4	Finishing
580	Finishing Trainer Job	Class 6	Technical
400	Finishing Utility Operator	Class 5	Finishing
560	Lead Watergun Operator	Class 5	Technical
50	Oiler (Mon-Fri)	Class 3	Plant Utilities
21	Physical Tester Tech (Mon-Fri)	Class 4	Technical
15	Physical Testers	Class 4	Technical
530	Plant Industrial Cleaners	Class 2	Plant
190	Plant Production Balance Operator	Class 3	Plant
190	Plant Production Balance Operator	Class 4	Plant
66	Powerhouse Operator	Class 5	Plant Utilities
68	Powerhouse Operator (Mon-Fri)	Class 5	Plant Utilities
151	PSM Operator (Mon-Fri)	Class 7	Technical
187	PSM Operator Finishing (Mon-Fri)	Class 7	Technical
75	Service Truck Operator	Class 1	Shipping/Receiving
74	Service Truck Operator/Clerk Relief	Class 1	Shipping/Receiving
330	Service Truck Operator/Non-Conform Mgmt	Class 2	Shipping/Receiving
73	Shipping Clerk/Service Driver	Class 1	Shipping/Receiving
150	Solution Operator	Class 5	Solution
152	Solution Technicians	Class 7	Technical
100	Solution Utility Operator	Class 5	Solution
110	Tank Farm/Water Treatment Operator	Class 4	Solution
111	Tank Farm/WT Operator (Tues-Sat)	Class 4	Solution
81	Win Cell Lead Operator	Class 6	Technical
80	Win Cell Operators	Class 2	Finishing

13. When employee is working on a particular job towards the end of his or her shift and the Company deems that the job should continue, the Company may ask the employee to stay up to four (4) hours or until job is finished. Employee will be charged actual hours worked.

14. There will be no scheduling of overtime except in the following departments; Shipping and Receiving, Amcycle, the Turnaround Crew, Balance Operator Department, and Tankermen.

Overtime can be called twenty-four (24) hours in advance in the appropriate classification and can be called forty-eight (48) hours in advance for Watergun.

15. When an employee accepts overtime, it becomes part of his regular schedule and is subject to the Attendance Control Program.

ARTICLE XXIII - NEW DEPARTMENT

If the Company enters into an agreement with another party to participate in a joint venture involving the manufacture of products at the Company's Louisville facility, and the joint venture agreement calls for the creation of a separate department of employees, the Company and Union will negotiate staffing for that department.

ARTICLE XXIV - TRAINING

After an employee has attained a job through bidding or bumping, he will be formally trained on the job.

While performing training functions, an employee will be paid at the wage rate of their previous job, or the wage rate of the new job, whichever is less. Upon qualification, an employee will be paid the wage rate of the new job. If an employee's normal training schedule is interrupted by the Company for more than one (1) week, the timing of his projected increase will not be delayed.

Balance Operators who receive training and wish to stay as Balance Operators will be required to relieve in any area where they have received training or are otherwise previously qualified.

Training department employees will be assigned a shift schedule to meet the needs of the training being given; whether it be 1st, 2nd, or 3rd shift or any combination thereof.

All new hires will automatically go into the Training Departments for up to 60 days after which they will be placed in bid jobs to complete their probationary period.

Hourly employees temporarily transferred to serve as teachers will be scheduled to work to meet the training department needs but not less than forty (40) hours per week. They will receive \$.75 per hour above Class 5 classification rate of pay during the time they are teaching class including preparation time.

The Company and the Union share the objective of maintaining a safe and environmentally sound workplace. Realizing the importance of changing conditions and regulatory requirements, certain training is required for the plant to be compliant with legal or certification requirements. As a result, Hazard communication, OSHA required safety training and ISO 14001 (or equivalent) mandated environmental training of four (4) hours or less may be scheduled and attendance will be required if notified one-week in advance of the training. Only job specific training will apply. Repeated failure to participate in the above mandated training may result in disqualification from the employee's current position or could lead to progressive disciplinary action.

Emergency Response Technician Level training will be required for the following operational personnel;

- One (1) Tank Farm/Water Treatment Operator per shift
- One (1) Solution Operator per shift
- One (1) Utility Operator per shift
- One (1) Liquid Polymer Operator per shift

Once trained, annual refresher training will also be required.

- Requirements: Industrial Firefighter (Firefighter I) – 247 hours (Required hours for qualification)
- Up to 40 paid auxiliary ERT members (9x4 shifts + 4 any shift assigned to 4 shifts, all USW)
- \$1.00 paid hourly when employees reach Black Hat level (150 hours). Employee must remain compliant in the program to continue additional hourly payment.
- \$0.50 paid hourly when employees reach Red Hat level (70 hours). Employee must remain compliant in the program to continue additional hourly payment.
- Must meet minimum annual training hours of 80 hours/year, with force-ins & vacations being an excused absence.
- Must meet and adhere to all defined qualification requirements.
- Respirator qualification, ERT medical evaluations, clean shaven, NFPA, OSHA, CPR, RCRA, and Confined Space Certifications, etc.
- Must be on a 12-hour rotating shift schedule other than 4 exceptions above.
- Recruit Firefighter (Entry Level Firefighter/Probationary) – 24 hours (Minimum training hours)
 - Any/all new members as they join the above to remain Entry Level Firefighter until Industrial qualifications are met.
- Up to two (2) voluntary USW employees per shift may joint ERT unpaid.

The process and the selection criteria are below:

- Seniority – 55 points
- Job Knowledge/ERT Experience – 25 points
- Attendance – 20 points

The Company may schedule each employee up to 16 hours of Company designated, mandatory, non-regulatory training and/or communications meetings annually in increments no less than 1 hour, and up to 4 hours, providing that such training or meetings are scheduled a minimum of 5 days in advance. When possible, these training will be performed during the normal shift schedule. The 16 hours is to be used for RPP/Safety Training (10 hours), Town Hall/Safety Training (4 hours), and Business Communication/Safety Training (2 hours). These hours will be paid at double time.

ARTICLE XXV - WHOLE AGREEMENT CLAUSE

This Agreement, the Pension and Insurance Agreement and the SUB Agreement, are the sole and controlling source of employees' rights and benefits, privileges and compensation shall be governed solely by these Agreements without regard or reference to practices or policies of the employer or past practices of the parties as they may have existed before the effective date of this Agreement.

ARTICLE XXVI - DURATION

This Agreement shall be for a period of five (5) years from March 3, 2024 to and including March 3, 2029 and shall continue from year to year thereafter unless and until either party not less than sixty days before the end of the Contract period shall give notice in writing to the other party of its desire to terminate the Agreement or make changes therein. In the event such notice shall be given, the Negotiations shall immediately commence between the parties hereto and the provisions of this Agreement shall remain in effect pending such negotiations.

This Agreement shall be deemed to cover all bargainable issues between the parties.

This Agreement shall become effective by ratification of the Local Union and approval of the International Union.

The Company and the Union may, by mutual agreement in writing, change the provisions of this Agreement at any time.

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

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

American Synthetic Rubber Company

Thomas M. Conway, International President

Kris Strasser, Director Labor Relations, Michelin NA

John Shinn, International Secretary/Treasurer

Ben Brown, ASRC Director of Personnel

David McCall, International VP

Steve Hornback, ASRC Labor Relations Manager

Fred Redmond, International V.P. (Human Affairs)

Courtney Kaml, ASRC Production Manager

Ernest R. Thompson, Director, District 8

Chris Ormes, Sub-district Director

Larry Ray, Staff Representative

Local Union Committee:

Gary Clemons, Unit President, 1693-04

Jason Reas, Committeeman

Marcus Montgomery, Committeeman

2024 PLANT STAFFING APPENDIX

The Company and the Union recognize that the future successful operation of the Plant depends upon the safeguarding of job security for employees. The parties further recognize that it is the responsibility and right of management to determine the content of jobs and the number of employees to be actively employed in any classification or operation, subject to the following conditions:

1. The Company will not institute a piecework plan in the American Synthetic Rubber Corporation Plant.
2. The Company and the Union both adhere to the principle that the workload in a given job should be fair to all concerned. In accordance with this principle, staffing changes are to be guided by the concept of a fair day's work for a fair day's pay.
3. No member of the Bargaining Unit shall be subjected to workloads that are unfair or unreasonable. Unfairness or unreasonableness of the workload shall be determined in the procedures set forth in Paragraph 5 below.
4. The physical well-being and safety of the employee shall be a prime consideration in the effectuation of any staffing changes.
5.
 - (a) Should the Company wish to combine or eliminate any jobs during the term of this Agreement, then it shall first discuss fully with the Local Union Committee the reasons and necessity for such job combination or elimination. The Company will attempt to secure the approval of the Local Union Committee before such foregoing jobs are combined or eliminated in staffing changes. As to those jobs, which were discussed by the parties in the 1990 negotiations as set forth above, the Company shall be available, while making and putting into effect staffing changes on such jobs, to receive and discuss suggestions made by the Local Union Committee on the staffing changes in order to keep disputes to a minimum.
 - (b) In the event the Company and Local Union Committee disagree on the workload content of any job, the Local Union may request the assistance of an International Union Representative, knowledgeable in the field of work measurement. The Company will make available to the International Union Representative complete data showing the basis for a need to combine or eliminate the disputed job.
 - (c) The International Union Representative will attempt to resolve the dispute through negotiations with the Company. If this fails, he will make necessary observations of the job in dispute.
 - (d) After the International Union Representative has made his observations, he will make his complete findings known to the Company and the Local Union Committee.
 - (e) Every employee will be expected to put forth an honest work effort and to give the job a fair trial. No employee will be disciplined for failure to exert an honest work effort on his assigned tasks until the Company shall first advise the Local Union Committee of its belief that such employee is not exerting an honest work effort, and give such Committee an opportunity to discuss the matter with the Company. Such discussion shall be held in a meeting no later than forty-eight (48) hours after notification to the Union President, or Unit Chairman.
 - (f) Should the Company and the Union disagree on the findings and conclusions of the International Union Representative, then the parties shall mutually agree on the selection of an impartial arbitrator knowledgeable in the field of work measurement. Such arbitrator shall have the right, if he deems it necessary, to make his own observations of the disputed job and to make final and binding determination on the fairness of the workload content of any disputed job. The parties shall share the cost of the impartial arbitrator and no more than three disputed jobs shall be submitted to the impartial arbitrator at one time.

(g) This staffing program and procedure shall be valid for the duration of this Agreement.

(h) This APPENDIX, along with ARTICLE XVII - WAGE RATES, of the Collective Bargaining Agreement, shall provide the exclusive procedure for bargaining on and adjusting disputes concerning staffing changes, job combination and job eliminations.

6. In the event that the work content and/or workload of an established job or jobs is (are) revised or combined due to industrial engineering efficiency analysis resulting in change of twenty five (25) percent or more in the elemental breakdown of such job(s), an incumbent(s) may bump to any other non-protected bid job in ASRC production operations covered hereunder on the basis of their seniority. Such incumbent(s) which are certified in a protected job may also elect to bump to such job on the basis of seniority. An employee(s) subsequently displaced as the result of a bump referenced herein also shall be entitled to bump within ASRC production operations based upon their seniority and qualifications. A reasonable time period for the commencement of the bump process referenced herein will be agreed upon by the parties so as to not jeopardize production requirements.

12 HOUR SHIFT APPENDIX MEMORANDUM OF AGREEMENT

The Company will agree to allow employees to return to the 12-hour shift schedule without an "On-Call" system in place. However, in the event there are consistent problems with staffing, an "On-Call" system may be enacted that would require employees to respond to calls for reporting to work while on call. This procedure may be plant wide or in a particular classification.

The Company will agree to negotiate the detailed elements of such a procedure with the Union. If agreement cannot be made between the two parties, the Company may invoke a change back to an eight (8) hour rotating shift schedule.

ARTICLE II - UNION SECURITY

1. "Member of the Union" where used herein means any employee who is a member of the Union and is not more than three (3) months in arrears in the payment of due.

2. (a) For the purpose of this agreement the number of Union Stewards and alternates shall be no more than one each per shift. Union Stewards shall remain on the shifts they were elected to for their term of office whenever possible.

(b) An employee who is designated Unit Chairman or Union President shall be relieved for investigating and processing grievances and attending grievance and negotiating meetings with the employer. The Unit Chairman or Union President shall be furnished access to enter or leave the Plant whenever he deems it necessary. The Unit Chairman or Union President shall be placed on straight day work (Monday thru Friday, 7 a.m. – 3 p.m.) and the job he vacated will be bid in accordance with the Plant wide Bidding Procedure. The Unit Chairman or Union President shall also be entitled to all contractual benefits and shall be compensated his average hourly earnings not to exceed (48) hours per week. He will be placed on the overtime list and will be eligible for overtime in his group. He will receive the appropriate overtime rate of pay when covering a vacancy. The Unit Chairman position shall be filled by an employee selected by the union for vacancies lasting more than five work days, with the exception of scheduled vacations. The Unit Chairman or Union President will actively participate in the following committees: quality, packaging, and safety and employee activity functions.

**ARTICLE V - SECTION 1
GRIEVANCE PROCEDURE**

1. For all purposes of collective bargaining, including any and all negotiations between the Company and the Union designed to arrive at a satisfactory settlement of employee grievances, the following rules and procedures will be observed.

2. The Company and the Union shall endeavor to settle any grievances promptly and in an amicable manner. No grievance, verbal or written, withdrawn or dropped by the Union or granted by the Company prior to the Human Resources step of the grievance procedure, will have any precedent value. When grievances arise, they shall be settled by the following procedure:

STEP NO. 1

Any employee in the Bargaining Unit who feels that he has a grievance and wishes to process same, the following order shall apply:

1. Within three (3) days, Saturdays, Sundays, afternoon shifts, night shifts, and Holidays excluded of the occurrence, the employee shall meet and discuss the problem with his supervisor; who will make every effort to resolve the problem. An acknowledgment form will be signed by both parties documenting that contact has been made. Copies should be forwarded to:

- Director of Manufacturing
- Department Manager
- Union President, or Unit Chairman,
- Human Resources Department
- Supervisor
- Employee

2. Within five (5) days, Saturdays, Sundays, and Holidays excluded, of the occurrence, the grieved employee shall meet and discuss the grievance with his shift foreman; who will make every effort to resolve the grievance.

3. Within five (5) days, Saturdays, Sundays, and Holidays excluded, after the meeting in Paragraph No. 2 above, if no satisfactory settlement is reached, then the matter shall be submitted in writing to the foreman with whom the meeting in Paragraph One of Step One took place. No written grievance may be submitted until after three (3) days after the meeting in Paragraph No. 2 above, Saturdays, Sundays, & Holidays excluded. The aggrieved employee and foreman referred to in Paragraph One of Step One shall sign the written grievance attesting that the meeting in Paragraph One of Step One occurred. If the foreman is not available, the grievance should be presented to the general foreman.

The above procedure shall not apply to any grievance protesting disciplinary action that has resulted in suspension or discharge. Any grievance protesting such action by the Company may be submitted in writing within five (5) days, Saturdays, Sundays, and Holidays excluded, of the occurrence.

It is understood that the employee may or may not have the assistance of his Union Steward in the presentation of his grievance in this step as he so chooses; however, it is further understood that there can be no settlement of any grievance between an employee and a representative of the Company which would in any way effect the wages or working conditions of anyone other than the aggrieved employee without the appropriate Union Steward or Union Officer being present. A written answer shall be given within Five (5) days after receipt of written grievance, Saturdays, Sundays, and Holidays excluded. If such written answer is not received by the Union, the grievance shall be considered ready for the next Step.

The above shall not be construed to prohibit the Local Union President, or Unit Chairman, from submitting grievances on behalf of employees where it would not reasonably be expected that a shift foreman could settle such matters. Such grievances may be submitted directly to the Personnel Department within five (5) days, excluding Saturdays, Sundays, and Holidays of the occurrence of such grievance.

If in the opinion of the Personnel Department the grievance could be handled by the shift foreman, then the grievance will be submitted to the shift foreman as soon as possible.

STEP NO. 2

If no settlement is reached in Step No. 1, the Union may within ten (10) days, Saturdays, Sundays, and Holidays excluded, of the Company's Written Answer in Step No. 1, request a meeting between the Company and the Negotiating Committee, and with or without the Union's International Representative, at which time every effort shall be made to settle the issue in dispute. Such meeting shall take place within five (5) days, Saturdays, Sundays, and Holidays excluded, after the request by the Union for such meeting, and an answer shall be given in writing by the Company to the Union and the Union's International Representative within five (5) days after such meeting, Saturdays, Sundays, and Holidays excluded.

1. The time limit in any step of the procedure may be extended by mutual agreement.
2. Union Stewards or Officers shall notify their immediate supervisors when it becomes necessary to leave their jobs for the purpose of settling or investigating grievances. The Union Representative requesting to leave his job for Union Business will be relieved as soon as possible.
3. Union Stewards and/or Officers shall suffer no loss of pay for time spent investigating and/or handling grievances in Steps One (1) and Two (2) of the grievance procedure. Union Representatives shall suffer no loss of pay for time spent attending any Company/Union meeting or arbitration. If the Union Representative is scheduled to work the second shift immediately preceding the meeting or arbitration, then he shall not be required to work that second shift and will receive the twelve (12) hours pay he would have received if he had worked. If the Union Representative is scheduled for first shift on the day of a substantial or unsubstantial meeting, he will be required to work that shift, but will be relieved from his job one hour before the meeting and one-half hour after the meeting. The Union Representative on first shift during a substantial arbitration will not be required to work his shift and will receive the twelve (12) hours pay he would have received had he worked.

Unsubstantial meetings will be any meeting of less than four (4) hours other than grievance meetings. Substantial meetings will be all grievance meetings or any meeting or arbitration lasting four (4) hours or longer. No employee will be paid unless they attend the meeting or arbitration.

The Company shall endeavor to schedule the Union Representatives on separate shift rotations.

Any time spent on negotiations through the expiration date of the contract shall be counted as time worked in computation of bonuses and vacation entitlement. The intent of this provision is that employees will not be penalized for participating in negotiations.

9. Company will agree to pay grievances within ten (10) calendar days after receipt of grievance acceptance forms.
5. Any Union Representative, other than a Steward or Union Officers investigating grievances, as defined in Paragraphs Four (4) and Five (5)(b), who requests time away from work for Union business will be allowed to do so. The Union Representative requesting time away from work for Union Business must

make such request in writing no less than 24 hours in advance. Such request must be signed by the Union President, or Unit Chairman, and must be presented to the Company.

ARTICLE VI - SENIORITY

1. Seniority shall be considered as continuous service with the Company as defined in this Agreement.
2. Seniority shall apply in cases of layoff, rehire, upgrade, and transfer under this Agreement. Seniority as used herein shall consist of length of continuous service.

Effective after November 1, 2021, employees hired on the same date shall have order of seniority established by a random drawing process.

3. Seniority shall be terminated for the following reasons:
 - (a) Voluntary termination of employment by the employee.
 - (b) Discharge for just cause.
 - (c) Failure by an employee who has been laid off because of no work to report intention of returning to work within two (2) days following date of receipt of registered letter, U. S. Mail, return receipt requested, recalling such employee. It shall be the responsibility of the employee to keep the Company informed as to any change of his address.
 - (d) Failure of an employee to report for work within five (5) days after the date designated for the employee to return to work
 - (e) Overstaying leave of absence without reasonable excuse.
 - (f) Misrepresenting the purpose for which leave of absence is granted.
 - (g) Absence from work for three consecutive days without notification to the Company, regardless of reason except in situations where it is impossible to report.
 - (h) Failure of an employee to be recalled within five (5) years from his date of layoff.
4. New employees shall have no seniority status until they have completed a probationary period of 120 days after which their seniority shall date back to the original date of hire. Probationary employees may be terminated by the Company without cause.
5. All employees must keep their correct address and telephone number on file with the Company.
6. An employee who is off work because of injury or illness shall accumulate seniority for a period not to exceed twenty-four months from the first date of his absence, provided such absence is substantiated by a medical certificate from a competent physician. During this period he shall be subject to layoff according to his seniority.
7. Twelve (12) or more months after an employee is laid off, the Company will send a registration form by certified mail to his last recorded address. A similar form will be mailed to his last recorded address not oftener than each twelve (12) months thereafter. In order to retain his recall rights, the employee is required to complete the form indicating whether or not he wishes to retain his recall rights, and to send the form by certified mail to the Employment Office within thirty (30) days from the date the registration form was mailed

to him. The Local Union President, or Unit Chairman, will be notified when a name has been removed from the recall list under this Sub-Section.

8. If and when a layoff becomes necessary in the plant, the last employee hired in the plant shall be the first laid off. No employee within any department covered by this Agreement shall be laid off while others in the plant with less seniority are retained, provided those to be retained have the ability and are qualified to satisfactorily perform the work within the department within a reasonable breaking-in period.

Notwithstanding the above: When a temporary lay-off is necessary because of a complete or partial plant shutdown, and a call-back date is given at the time of lay-off, then any employee whose bid job is scheduled down, or he is bumped from his bid job, may have the option of following the provisions of Article XIII or electing to take the temporary lay-off in lieu of displacing a less senior employee. Any employee who elects this optional lay-off must indicate his election in writing prior to the effective date of the temporary layoff. Such optional lay-off of senior employees will be deemed to be in conformance with Article I Section I(b)(6) of the Supplemental Unemployment Benefits Agreement. During a temporary layoff of two (2) weeks or less no employee can bump or bid unless he is fully qualified to perform the duties of the position without a training period.

9. When laid-off employees are recalled, such employees shall be recalled in the inverse order of their layoff. The last laid off shall be the first recalled, provided each employee is qualified to perform the work within a reasonable breaking-in period.

The following shall apply:

- (1) A laid-off employee who is recalled within five (5) years from the date of his layoff shall be given his previous seniority plus credit for the time laid-off provided such seniority does not exceed his actual seniority at time of layoff.
- (2) Laid-off employees will be considered for the purpose of recall only, to accumulate seniority as defined by the terms of this provision, during their period of layoff rather than having such seniority deferred to such time as they may be recalled.

10. Plantwide seniority shall govern the transfer of employees when vacancies occur or new jobs are created.

11. Plantwide seniority shall include all employees within the Plant operations on all shifts.

12. The seniority of any employee from the Bargaining Unit who has transferred to a supervisory position will no longer accumulate seniority, but he will retain his seniority accumulated. If any employee returns to the Bargaining Unit, he will pick up his previously accumulated seniority. Should an employee in the Bargaining Unit after March 6, 1972, transfer to a salaried position, he shall have six (6) months from date of transfer in which to return to the Bargaining Unit and shall retain accumulated seniority for this six-month period. Thereafter, his Bargaining Unit seniority shall be abolished.

When an employee is transferred back in the Bargaining Unit, he will bump the least senior employee in the Plant provided his Bargaining Unit seniority permits.

13. Any employee who transfers from the USW Bargaining Unit to a Maintenance Unit which has a Collective Bargaining Agreement with the Company shall, if he returns to the USW Bargaining Unit be credited upon his return to the USW Unit with the seniority he accumulated in the USW Bargaining Unit prior to his transfer to said Maintenance Unit. Employees who desire to transfer to Maintenance Bargaining Units which have a Collective Bargaining Agreement with the Company must meet the minimum qualifications

then existing for entry into said Unit either through experience or appropriate vocational training. Prior to hiring new employees from the outside for permanent vacancies in Maintenance Bargaining Units, the vacancy will be posted. If more than one bidder meets the minimum qualifications for the permanent vacancy in the Maintenance Bargaining Units, the senior bidder who has the minimum qualifications for the vacancy shall fill the vacancy.

When an employee is transferred back into the Bargaining Unit, he will bump the least senior employee in the plant, providing his Bargaining Unit seniority permits.

14. The Company shall keep in the Human Resources Department a seniority list of all employees, which list shall be kept up-to-date and shall be available at all times.

15. If and when it becomes necessary to lay off employees, they shall be notified of such impending layoff at least five (5) working days in advance, except as set out below. If an employee is laid-off and has not been given his five (5) day notice, he shall be paid instead for that part of the five days of work which was not made available to him, except in case of fire, flood, or acts of God.

16. The Company will furnish the Union with a seniority roster and a list of mailing addresses of its members, including those members on leave of absence, and layoff, not more than once a month. If the Union desires the list of members' addresses on gummed labels, the Union will pay the cost of the labels.

17. All jobs in the Balance Operator Department shall be assigned as follows:

- (a) The Company will post a list of all jobs available at the beginning of the shift 15 minutes prior to the start of the shift.
- (b) Each employee may select the jobs posted by seniority by signing his name beside his selection of the job.
- (c) Ten minutes after the start of the shift, any employee or employees that have not selected their job, regardless of reason, will be placed on any job at the Company's discretion.
- (d) Any dayshift employee that either selects or is assigned to cover a vacancy for someone on a rotating schedule will cover that position from 7am until 3pm (eight hours). The Company will then fill the last four hours of the shift by shift balance or overtime. All employees must stay on the job until properly relieved.

18. Production Balance Operators will be allowed to select their shiftwide coverage assignments; however, when the need arises and it becomes necessary in the foreman's opinion, the Production Balance Operators' coverage assignments may be changed. On day shift all Production Balance Operators' will be assigned from one (1) Production Balance Operator labor pool. Production Balance Operators receiving training on other jobs within their classification may be exempted from falling into the Day Shift Labor Pool at the supervisor's discretion.

19. When staffing is required in the Balance Operator Department on a holiday, if an employee's bid job is staffed, he will work his bid job. When partial staffing in any bid job group is needed, the most senior employee being asked first with the least senior employee having to work.

20. A recalled employee who, at the time of recall, is not physically qualified for any job, and is not placed in a job in accordance with Article XIV, Paragraph 10, will be considered as if he were on medical leave of absence, beginning with his recall date, in accordance with Article XIV, Paragraph 26. However, he shall

receive no benefits after his recall date other than those he was receiving immediately preceding his recall, or pension benefits to which he may be entitled.

21. An employee selected for special assignments due to a special skill or qualification can be retained in this assignment for a period of up to 30 days without regard to seniority.

ARTICLE VII - HOURS OF WORK 12 HOUR EMPLOYEES

1. The established work week shall consist of seven consecutive days, commencing with the first shift on Sunday.

2. A work day shall consist of the 24-hour period commencing with the shift scheduled to start closest to 7 a.m.

3. The regularly scheduled hours of work shall not exceed twelve (12) hours in anyone (1) day, or 48 hours in any one (1) week.

4. All employees in the Bargaining Unit working continuous shifts will work twelve (12) hours, including a forty (40) minute paid lunch period.

5. Employees shall remain on their job until properly relieved or until instructed to leave by their supervisor. When a person or persons have not been relieved on a certain job, the least senior person or persons in the bid job must remain on the job until properly relieved. The least senior person on the job which has no relief coming in will cover the job until either relieved by a Balance Operator or someone is called in on overtime to cover the last half of the shift. In the event an employee is being forced to cover a vacancy for the second consecutive day, the next least senior employee in the bid group will cover the vacancy. The Company will make every effort to cover known vacancies. Wash-up time will be allowed when required by OSHA and other regulatory agencies or with permission of the supervisor.

6. Except in cases of emergencies, an employee must notify the Company on the designated number at the gatehouse 24 hours in advance of his desire to be absent.

7. Work, when available shall be provided for each employee who reports for work at the customary time. However, an employee reporting for work who has been absent from work for personal reasons and who has failed to notify his foreman 24 hours in advance of his intention to return to work on his regular schedule shall not be entitled to work on such day or be entitled to call-in pay if a second employee has been scheduled to do such work as a result of the first employee's failure to notify the Company of his intention to return.

8. A schedule shall be posted in each department, as far in advance as possible, showing the employees assigned to each shift.

9. Employees shall be permitted to take three (3) break periods in accordance with the Company's rules, during each twelve (12) hours shift of work.

When an employee is scheduled to work overtime for an additional two (2) hours or more, the company will obtain proper relief for that individual to take a break during the first hour of the second consecutive shift.

10. No employee will be allowed to leave the Plant unless authorized by his immediate supervisor.

11. Employees are expected to report at the customary starting time and to report tardiness before the start of their shift.

When an employee has not been relieved at the end of his shift, the least senior employee on the bid job must remain on the job until properly relieved in accordance with paragraph 5 of this Article. No one working a twelve (12) hour shift will be forced to work more than an additional four (4) hours.

12. (a) An employee being off work long enough to draw insurance, or being under a doctor's care, must report to the Company Nurse with his release before returning to work.

(b) Within twenty-four (24) hours, excluding Saturday, Sunday, and Holidays, after his doctor's appointment, the employee will inform the Company Nurse of the anticipated duration of his absence. It will be the employee's responsibility to supply the most current information regarding the duration of his absence to the Company Nurse.

13. No one will be allowed to work two consecutive 12-hour shifts.

14. The rotating shifts will be scheduled from 7:00 am until 7:00 pm and from 7:00 pm until 7:00 am.

15. Any employee who completes 180 consecutive calendar days without an absence from work will be awarded a Flexible Day paid at their base hourly rate to be scheduled in the same manner as a Vacation Day. Once an employee believes he/she has completed the 180 day period, he/she should complete the appropriate form and provide it to the Business Unit Leader so the attendance can be validated. The Labor Relations Manager will be the Master Record Keeper.

If the employee has a disqualifying absence or a Flexible Day is awarded, the count resets to 0 and a new 180-day rolling qualification period starts.

Days which are not counted against this attendance program are: FMLA, bereavement, vacation, holidays, military leave, approved union leave, jury duty and serving under a court ordered subpoena. All other absences will exclude you from perfect attendance.

ARTICLE VIII - OVERTIME AND PREMIUM PAY

1. (a) Any time worked in excess of twelve hours in any one day or forty hours in any one week shall be paid for at the rate of time and one half.

(b) Time and one half shall be paid for all hours worked on the sixth day worked within the work week.

(c) Double time shall be paid for all hours worked on the seventh consecutive day worked within the work week.

(d) For all hours worked on Sunday, a premium of 50 percent based on the regular base rate as set forth in Wage Supplement shall be paid.

Sunday shall be deemed to be the twenty-four hours beginning with the shift scheduled to start closest to 7:00 a.m.

2. All hours paid by the Company falling within a regularly scheduled work week, and not worked, shall be considered as hours worked for the purpose of computing overtime.

3. Employees scheduled to work rotating 12-hour shifts shall receive an additional twenty-five (25) cents per hour as shift differential

4. The Company shall not be required to pay double overtime. Any overtime payments paid for work performed in excess of the normal working schedule of twelve hours in any one day may be credited against overtime payments required for hours worked in excess of forty hours per week.

5. Time and one half shall be paid for all hours worked on an employee's scheduled off day, except as provided in Paragraph 1 (d) above.
6. Overtime work of two (2) hours or more will be counted as a day toward the 6th or 7th day premium.
7. Scheduled hours of work lost due to transacting union business shall be used for the purpose of computing overtime.
8. The Company will attempt to schedule annual regulatory mandated training in one day sessions of eight hours or less during a two week period.
9. The staffing procedure for un-planned vacancies shall be as follows:
 - (1) Available balance operators will be utilized to fill vacancies.
 - (2) If there is no available coverage, overtime will be called.
 - (3) If overtime is not accepted and the opportunity exists, a balance operator will be moved to cover the vacant position and if necessary, overtime will be called for the position he was scheduled to cover.
 - (4) If still uncovered, other qualified operators will be reassigned until coverage is met.
 - (5) If still no coverage, the operator with lowest plant wide seniority in the original uncovered position will be held over for four hours.

It is the Company's intent to only use Steps (4) and (5) when there is no acceptance of overtime in Steps (2) and (3) above.

10. For overtime calling purposes, the following procedure shall be enacted:
 - (1) Bid job will be called first.
 - (2) Qualified employees are called next.

Employees accepting overtime in a bid job other than their own will not be charged overtime hours within their bid group for accepting the overtime.

11. For overtime calling purposes, the following "Overtime Groups" shall be established:

SOLUTION 150

Solution Operators

TANK FARM / WATER TREATMENT 110

Tank Farm/Water Treatment Operators

SOLUTION UTILITY 100

Solution Utility Operators
Balance/Solution/Sol. Utility Opers.

LIQUID POLYMER 180

Liquid Polymer Operators
Balance/LP/TF-WT Operators

POWERHOUSE 66

Powerhouse Operators

PHYSICAL TESTER 15

Physical Testers
Balance/PH/Physical Tester Operators

BALANCE

Balance Operators 190
Balance Operators 531

12. Routine calling of overtime shall be as follows:

(1) Overtime may be called up to three days in advance.

(2) Overtime will be called in 12 hour increments.

(3) Persons with low overtime hours in the group being called will be called first.

(4) If the job being called is not covered, other qualified operators will be reassigned until coverage is met.

(5) If no overtime is accepted, the low seniority employee on the day the overtime is being called will be notified that he will have to fill the original vacancy in his group. He will then be forced to work eight hours (11:00 – 7:00), filling the vacancy after normal forcing over has occurred and will be paid double time for this coverage.

In the case where an employee is 'Forced In,' but coverage has been arranged through the above procedure, the employee will be paid a minimum of four (4) hours pay at the applicable rate of pay and will be excused from the plant, however, the Company may offer alternative work. Employees who accept the alternative work shall not be eligible for the four (4) hours of Forced In pay."

After someone is forced to work mandatory overtime, the next least senior person in that group will be the next person forced to work an unfilled vacancy.

ARTICLE IX - HOLIDAY PAY

1. The following days shall be recognized as holidays:

- New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- Flexible Holiday
- Flexible Holiday

Employees may use their Flexible Holidays on two of the following:

- Martin Luther King Jr. Day
- President's Day
- Good Friday
- Juneteenth
- Veteran's Day

Employees will select their two flexible holidays during the vacation scheduling period each year. Employees who fail to make a selection will be assigned President's Day and Good Friday.

2. For each holiday the Company shall pay to each employee who does not perform work for the Company on such holiday, an amount equivalent to eight hours at his hourly rate provided he works his regularly scheduled shift before the holiday and works his regularly scheduled shift after the holiday. For holidays worked, the Company shall pay two and one-half times an employee's hourly rate for all hours worked on the Holiday.

3. When any of the designated holidays fall on Sunday, Sunday shall be considered the holiday and wage payment made accordingly. This does not offset Sunday premium defined in Article VIII.

4. When one of the above holidays falls within the period when an employee is on vacation, the employee shall be paid for such holiday in addition to his vacation pay, or the employee may elect to receive a "floating holiday" to be used in accordance with Paragraph 9.

5. Employees shall be paid holiday pay if the holiday falls on their scheduled off day. An employee shall suffer no loss of any remaining regular holiday pay not worked, if required to work when scheduled off.

6. An employee shall not be eligible for holiday pay if he is scheduled to work on the holiday and fails to work, except because of death in the immediate family, disabling personal injury, or proven illness.

Immediate family is defined as: Parent (including step-parent), child (including stepchild and those legally adopted), spouse, grandparent (including spouse's grandparent), grandchild, daughter-in-law, son-in-law, sister-in-law, brother-in-law, mother-in-law (including stepmother-in-law), father-in-law (including stepfather-in-law), brother (including step-brother and half-brother), sister (including step-sister and half-sister), or dependent who lives in his household.

7. No holiday pay shall be paid for leave of absence, or on layoff, unless the employee returns to work at least one day prior to the holiday.

8. Employees on sick or injury leave shall be paid holiday pay for a period up to twelve (12) months.

9. An employee scheduled to work on a Holiday may elect to designate it as a "Floating Holiday". If the employee wishes to do so, they will receive 1 ½ times pay for work on the Holiday and will acquire a 12-hour floating holiday to be taken at a later date as a vacation day. An employee will be allowed floating holidays to be carried over and taken not later than March 31 of the following calendar year or otherwise paid in lieu thereof. It is understood that scheduling these carried over holiday(s) will follow the same process as scheduling normal vacation per the contract or any agreement made between the company and union.

**ARTICLE X – VACATIONS
SECTION 1 - ELIGIBILITY**

1. Employees are entitled to vacation based on years of continuous service on their anniversary date of employment as follows. Vacations must be scheduled in 12-hour increments.

YEARS OF CONTINUOUS SERVICE	VACATION ENTITLEMENT	VAC. ENTITLEMENT = DAYS
1 Year	84 Hours	= 7
5 Years	120 Hours	= 10
10 Years	156 Hours	= 13
22 Years	204 Hours	= 17
30 Years	240 Hours	= 20

Employees changing shift, from eights to twelves or vice versa, during the vacation year will have their vacation hours adjusted accordingly.

2. The vacation period shall be on a yearly basis from January First through December Thirty-First. The following procedure is used in determining vacation due to new hires during the current vacation year.

- (a) If an employee is hired during the first quarter of the vacation year (January 1 through March 31), he will be entitled to eighty four (84) hours vacation during the following vacation year. Employee will also be entitled to 48 hours in the first year.
- (b) If an employee is hired during the second vacation quarter (April 1 through June 30), he will be entitled to eighty-four (84) hours vacation during the following vacation year. Employee will also be entitled to 36 hours in the first year.
- (c) If an employee is hired during the third vacation quarter (July 1 through September 30), he will be entitled to seventy-two (72) hours vacation during the following vacation year. Employee will also be entitled to 12 hours in the first year.
- (d) If an employee is hired during the fourth vacation quarter (October 1 through December 31), Employee will be entitled to sixty (60) hours vacation during the following vacation year.

Thereafter, as of December 31, of each year, the employee will then be eligible for vacation for the following year. Such employee will then be eligible for seven days' vacation the second vacation year following his employment and will be eligible for an additional three days' vacation during the vacation year in which his fifth and tenth anniversaries fall, an additional four days during the vacation year in which his twenty-second anniversary falls, and an additional three days' vacation during the year in which his thirtieth anniversary falls.

It is understood that all remaining language in this Article that refers to weekly vacations is interpreted as 36 hours for one week, 84 hours for two weeks, etc., continuing pursuant to the vacation entitlement.

An employee who during his first vacation year terminates his service for any reason prior to twelve (12) months service will not receive vacation time granted to his termination pay, and the above procedure for new hires will not apply.

Vacation may be carried over and taken not later than March 31 of the following calendar year or otherwise paid in lieu thereof.

3. (a) Upon return of an employee from his layoff that extended past one continuous year, that employee will commence to accumulate vacation from his first day of return to work and shall be eligible for the number of vacation days from the time of his return to work through December 31st for the following vacation year based on the following schedule:

(This chart is shown in "hours" as computed for 12-hour shifts.)

Full Calendar Weeks of Service After January 1st	After 1st Vac Date	After 5th Vac Date	After 10th Vac Date	After 22nd Vac Date	After 30th Vac Date
1 to 5, inclusive	0	0	0	0	0
6 to 13, inclusive	12	24	36	36	48
14 to 23, inclusive	36	48	60	84	96
24 to 33, inclusive	48	72	96	120	144
34 to 43, inclusive	60	96	132	156	192

44 to 52, inclusive	84	120	156	204	240
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(b) Employees who return to the payroll from lay-off of less than one (1) year, or return from approved absences, prior to December 1st and who meet the foregoing continuous service requirements will have their vacation privileges restored during the current vacation period after they have been continuously employed for a period of thirty (30) days.

(c) Employees who return to the payroll from lay-off of less than one (1) year, or return from approved absences, up to and including December 31st, and who meet the foregoing continuous service requirements will have their vacation privileges restored for the current vacation period after they have been continuously employed for a period of thirty (30) days. Such employees who return to the payroll on or after December 1st shall be paid vacation pay-in-lieu of vacation time off.

(d) Notwithstanding the provisions of this Paragraph 3, employees who leave the payroll on an approved occupational or non-occupational sick leave or pregnancy leave after having qualified for vacation in that year, and later complete an anniversary date which would otherwise entitle them to an additional week of vacation in that year, will be paid such additional week of vacation.

4. Employees entitled to vacation who resign with or without notice or are discharged before they have taken their vacations shall be entitled to vacation pay at the time of exit; and employees laid-off shall also be entitled to vacation pay at the time of exit upon their request. Vacation pay received at time of lay-off is in lieu of vacation time off. If an employee on lay-off requests his vacation pay and is returned to the payroll during the same vacation year, he will not be allowed to take time off for vacation. During a year when an employee's weeks of vacation entitlement increases, an employee shall not be entitled to the increased vacation unless actively employed or on an approved leave of absence on his anniversary date.

5. If an employee who is entitled to a vacation dies before he has taken that vacation, only the person designated as beneficiary of the life insurance benefits provided by the Company to such employee shall be entitled to his accrued vacation pay. If no beneficiary is designated, his accrued vacation pay will go to his estate.

The employer will make a reasonable effort consistent with production requirements to schedule vacations at times suitable to the employees and to give those employees entitled to two or more weeks' vacation the two or more weeks' consecutively if they so desire.

Employees will be contacted on a shift wide basis for their selection of vacation dates starting December 1st through December 15th. The number of employees on vacation at one time (other than at Plant shutdown), however, shall not exceed ten (10) percent of the employees in that job classification provided there are ten (10) or more employees in that job classification. Should the job contain fewer than ten (10) employees, then no more than one (1) employee in such job classification may be on vacation at the same time without the Company's consent, except during the Plant shutdown period.

First Choice	December 1st through December 15th
Second Choice	December 16th through December 31st

When contacted by seniority, the employee must signify his choice. The vacation schedules will be posted by January 2nd.

Employees will select their two flexible holidays during the vacation scheduling period each year. Employees who fail to make a selection will be assigned President's Day and Good Friday.

There are a total of thirteen (13) vacation groups. Of these groups, no more than one person can be on vacation at the same time without the company's consent unless noted below:

Vacation Groups		Vacation Numbers
1	Tank Farm, Liquid Polymers, and Bal/TF-WT/LP Operators	1
2	Powerhouse, Physical Tester, Bal/PH/Physical Tester	1
3	Control Room and Finishing Relief Operators	1
4	Solution, Solution Utility, Bal/Sol/Sol Utility Operators	1
5	Finishing Drying Operators Lines 1-4	1
6	Amcycle and 190 Balance	1
7	Packager/Boxmakers	1
8	Oiler, Oiler Relief, Outside Forklift	1
9	Watergun	1
10	Finishing Packaging & Drying Operator Lines 5&7	1
11	Shipping	1
12	Utility Operator, Bal/Utility/Control Room Operator	1
13	No Vacation Group Required: WIN Cell, Industrial Cleaners	No Limit Unless Job Has a Back-up (1)

1.

After the first and second choice vacations are made, the employees are granted vacations on a first come first serve basis, as long as the total of the shift does not exceed 20% without the company's consent.

If an employee requests a vacation and someone in their group has already scheduled a vacation, but the total of the shift is less than 20%, proceed as follows:

Call for overtime 3 days in advance for the position being requested. If someone accepts, grant the vacation. Likewise, if no one accepts the overtime, deny the request.

Vacations are dear to everyone. Try to work with your employees to allow them to take their vacations as truly needed, when you can.

An employee who having once earned any part of his vacation because of having passed the first anniversary date, and who terminates in any subsequent year for any reason other than discharge for theft of Company or employee property, without passing the December 31st date, will be entitled to vacation pay based on the following schedule:

(This chart is shown in "hours" as computed for 12-hour shifts.)

Full Calendar Weeks of Service After January 1st	After 1st Vac Date	After 5th Vac Date	After 10th Vac Date	After 22nd Vac Date	After 30th Vac Date
1 to 5, inclusive	0	0	0	0	0
6 to 13, inclusive	12	24	36	36	48
14 to 23, inclusive	36	48	60	84	96
24 to 33, inclusive	48	72	96	120	144
34 to 43, inclusive	60	96	132	156	192
44 to 52, inclusive	84	120	156	204	240

At any time any employee with more than two (2) weeks of vacation may take up to two (2) weeks in excess of two (2) weeks of vacation pay in lieu of time off at his request. Such pay shall be in three (3) day increments or greater.

During the last seven days of the vacation year, any employee who has more than two weeks of vacation may take any amount of vacation pay in lieu of time off in excess of two weeks, at his request.

6. Notwithstanding any other provision of this Article, the Company shall have the right to schedule a total or partial Plant Shutdown (up to two (2) weeks) for the taking of vacations.

The Company shall advise the employees by December First if it intends to schedule a Plant Shutdown for vacations and the dates of such Shutdown. Such Shutdown, if scheduled, shall occur between June First and September Fifteenth. Employees will take their vacation entitlement during the vacation shutdown, provided they are not scheduled for work during such period by the Company in advance of such shutdown, in which case they shall be entitled to select their vacation period in accordance with the other provisions of this Agreement.

Employees who are entitled under this Article to a vacation of greater duration than the Vacation Shutdown shall be entitled to schedule such vacation in excess of the shutdown period in accordance with the other provisions of this Article.

7. An employee will be entitled to a vacation in the year in which he retires on Service Award or on Pension, based upon the applicable percentage of the previous year's earnings, or minimum pay, whichever is higher.

8. In addition to any vacation to which he is entitled through the above eligibility provisions, an employee who retires on pension or on service award will be entitled to vacation pay based upon the applicable percentage of his earnings in the previous calendar year. The minimum vacation is not applicable to this additional vacation pay.

9. During total or partial Plant shutdowns, employees scheduled to work will not be allowed to take vacations unless approved by the Company ten (10) days prior to the shutdown.

A least senior employee who has a scheduled vacation period commencing the next day following their regular scheduled work shift will not be required to work a post shift overtime assignment unless there is no other qualified employee available who can be assigned such work without jeopardizing production requirements.

11. Employees are entitled to use two (2) Emergency Vacation Days from their allotted time. These require a one (1) hour notice prior to shift start and are not subject to vacation groups, percentages allowed off, or the time requirements within Article 10.

SECTION 2 - PAY FOR VACATIONS

1. Vacations will be paid at the rate of two (2%) percent of the previous calendar year's earnings for each week of vacation to which the employee is entitled.

2. Minimum vacation pay for those employees entitled to vacations shall be equivalent to the amount resulting from multiplying the hourly wage rate by the number of hours of vacation taken in a given week.

3. Employees who return to the payroll with seniority after having served in the Armed Forces, and whose vacation pay would be reduced by virtue of that service, shall have as their minimum vacation pay an amount equivalent to their current average hourly earnings multiplied by the number of their regularly scheduled hours (based upon not less than three (3) or more than four (4) days per week) for each week of vacation to which they are entitled. Current average hourly earnings for the aforesaid purpose means the

average rate obtained by dividing the total weekly straight time earnings of his last pay period prior to the beginning of his vacation, by the total hours worked.

4. Employees with five (5) or more weeks of vacation will not be allowed to split vacation in excess of four (4) times for a vacation year. All other employees will not be allowed to split their vacation in excess of three (3) times for a vacation year. Vacation taken during the plant shutdown will not count as a split.

5. Employees will be allowed to bank seven (7) days of their vacation to be taken as they desire, provided they fill out a vacation request no less than twenty-three (23) hours before the start of the scheduled shift and the total number of employees on vacation at one time doesn't exceed twenty (20%) percent of the employees on that shift, without the Company's consent.

ARTICLE XIV - GENERAL PROVISIONS

1. The Company shall provide a Bulletin Board in the Production Clock Alley and in each of the employees' locker rooms for the exclusive use of the Union. Unless otherwise mutually agreed upon, such notices shall be limited to departmental business, recreational meetings, elections and election results. All notices shall be submitted to the Director of Human Resources for approval and will be posted as soon as possible thereafter. Unless otherwise agreed, no notice will remain on the Board more than seven days.

2. Any employee who is injured while at work and is unable to continue because of such injury shall be paid for the balance of the shift. Any employee that was injured while at work on his regular scheduled shift and accepts overtime on the following shift and later goes home on that shift shall only be paid for the amount of time worked on the overtime shift.

3. There shall be no discrimination against any employee for any reason including race, color, creed, national origin, sex, handicap or age.

4. The Union agrees that its members will not conduct Union affairs during working hours.

5. Employees on the active payroll having six months or more continuous service with the Company, who are members of the Military Reserve or National Guard and who present orders for limited duty for attending training encampments, will be allowed makeup pay for two weeks in any one calendar year. At the completion of this authorized leave of absence, the employee will be paid his regular straight time base pay, exclusive of any shift differential, overtime or other premium pay, based on the standard work week then in effect, less any government pay received for such training or service. Government pay is interpreted to mean base pay plus allowances for service, ratings and special qualifications, but does not include allowances for travel, uniforms, rent or subsistence.

6. In the event that any of the provisions of this Agreement are found to be in conflict with Federal or State Law now existing or hereafter enacted, such law shall supersede the conflicting provisions without affecting the remainder of the provisions.

7. Should an employee be transferred temporarily, or permanently, to a higher rated job for one (1) hour or more, he shall receive the top rate of pay for the job to which he has been assigned. If an employee is assigned to a lower rated job, he shall receive his regular rate of pay while assigned to such work.

8. Any employee who is directed by the Company to report to the Company's physician for occupational illness or an injury while at work will be paid his regular rate of pay while making such visits if such visits are required during his regular assigned hours of work.

9. Supervisors and other employees outside the Bargaining Unit shall not be permitted to perform the work of the Bargaining Unit except:

- (a) During an emergency where Plant equipment is endangered or employees are in jeopardy;
- (b) the training and instructing of employees;
- (c) In the interest of maintaining continuous or quality production.

It is not the purpose of this section to replace Bargaining Unit jobs with Supervisors.

10. An employee who is no longer capable of satisfactorily performing his job because of ill health or injury shall be given preference in filling a job within the Plant for which he is qualified. Such job is to be determined by mutual agreement between the Company and the Union. Each case will be considered on its own merits without regard to past practice.

11. Employees called to the Plant, shall receive not less than four hours pay at straight time, or shall be paid at the regular applicable overtime rate, whichever is greater. Employees who decline the opportunity to work on alternate jobs temporarily assigned to them will not be eligible for call-in pay.

12. In the event no work is available, an employee reporting for work at the regular starting time, who has not been notified not to report, shall receive in that event eight (8) hours pay. The Company may offer an alternate job and if refused by the employee, the employee shall not be eligible for reporting for work pay. However, if an employee is offered alternate work, he is compelled to accept the alternate work as per the shift bumping procedure.

13. Before any reprimand report is placed in an employee's personal file, the employee in the presence of a Union Steward or Officer shall be given the opportunity to read, make a written statement, and sign the reprimand report. If the employee feels that the reprimand report is unjustified, the problem may be processed through the regular grievance procedure. The employee will be similarly informed of a commendation.

Reprimand Reports for disciplinary reasons will not be retained in the employee's personal file for a period in excess of twelve (12) months.

Reprimand Reports will be issued within three (3) days excluding Saturdays, Sundays, holidays, vacations, illness, afternoon or night shift, and regularly scheduled days off.

In case of the discharge of any employee, the Union will be notified prior to the effective date of the discharge.

14. Paychecks and insurance checks will be available by 7:00 a.m. on Thursday morning. Should Thursday be a holiday, paychecks and insurance checks will be available by 7:00 a.m. on Wednesday.

15. Employees on a twelve (12) hour shift schedule may switch up to two (2) consecutive shifts, full or partial, with another qualified employee, including holidays, provided the trade is completed within the same work week and both employees sign an overtime, sixth and/or seventh day premium waiver. For the purpose of this section, partial is defined as either the first two (2) or four (4) or last two (2) or four (4) hours of a twelve hour shift. Such change must be made at least eleven (11) hours prior to the effective shift and must be approved by the Shift Manager or his designee.

An employee cannot have trades in more than six (6) consecutive weeks without an exception agreed upon between the Unit Chair and the Labor Relations Manager, or their designees.

Failure to honor one's commitment to the trade may result in loss of privilege to trade for a period of thirty (30) days. Second offense may result in a sixty (60) days loss of privilege. A third offense may result in a ninety (90) days loss of privilege.

Following two years without a trade infraction, an employee's file will be cleared as if the employee had never failed to honor a trade commitment.

There are prescribed times in the schedule that employees who work regular eight (8) hour shifts can trade with employees working twelve (12) hour shifts. See trade form.

16. The Company will provide a (\$150) yearly safety shoe allowance to be paid the first pay period in June of each year and shall be paid to the employees then on active payroll June First.

17. The Company will authorize and make deductions for Chemco Federal Credit Union in even dollar amounts.

18. The Company and Union agree that the submission or withdrawal of any proposal by either during the negotiations leading up to this Agreement or a previous Agreement shall not be used to prejudice the Company's or Union's position in subsequent negotiations, under the grievance procedure, or before an Arbitrator.

19. Employees will be required to perform production continuation work tasks on their equipment so long as only common tools are used. They may also be required to remove plug-ups from equipment and to keep their work areas clean.

The following production continuation work may be performed by the production employees:

- (a) The USW Production Workers will handle blower pipe with quick flange. The Machinists will take down and replace all blower piping when repairs are required or when a line is down for out-of-service maintenance.
- (b) Connect and disconnect all tank cars and tank trucks regardless of the type tools or wrenches required.
- (c) Blow plugged crumb lines (operate necessary valves).
- (d) Lubricate all their own operating equipment, including valves (excluding electric motors and instruments).
- (e) Jump batteries (this may be performed by anyone).
- (f) Replace run lights (excluding explosive proof fixtures).
- (g) Hook up steam hoses, where fitting changes are not necessary.
- (h) Open the Jeffrey Mills and Reitz Choppers.
- (i) Replace screens on blower boxes.
- (j) Connect hoses to small portable pumps, where fitting changes are not required (may require hose clamps and use of small tools).

- (k) Removal and connecting Blower Venturis.
- (l) Removal and connecting the Reitz Chopper Venturis.
- (m) Install carrier chains or belts on sprockets for eject tables of the balers.
- (n) Shift-wise and daily greasing of vehicles and equipment used by the Balance Group.
- (o) The following as related to the Power Plant:
 - (i) Either/or clean ash opacity monitor.
 - (ii) Either/or use tools for adjusting coal feed for trajectory.
 - (iii) Either/or tighten or loosen nuts on coal feeders.
- (p) Craftsmen will be expected to procure and charge out their own materials from stores excluding Monday through Friday on day shift.

20. Contracting Out

While in general it is the policy and intent of the Company to have work normally performed by the Bargaining Unit performed by members of the Bargaining Unit, it is recognized by both parties that at various times the Company may be required to allot to outside contractors work of a similar or identical nature as that performed by Bargaining Unit employees. Such allotment of contracts shall be governed by the following:

- (a) If the work project is of such size or nature as to make it impractical to be handled by Bargaining Unit employees in conjunction with their regular work assignments, or
- (b) If the work is such urgency or short duration or requires skills or special machines as to make it impractical to add additional employees to the active payroll or to acquire such machines.
- (c) The Company and Bargaining Unit recognize the need to establish a quick turnaround crew to facilitate equipment readiness when changing polymer types. The crew, composed of volunteers, will consist of water gun operators and a crew to clean process equipment.

Quick turnarounds will be scheduled in advance and the crew overtime will be scheduled first according to seniority and second by low hours. Members of the crew will be required to work if work is available.

The Company retains their rights under (a) and (b) above.

In addition to the foregoing, the following may be contracted out:

1. Janitorial services in all areas of the plant including the cleaning of water coolers.
2. Lawn care and grounds keeping work. Lawn care and grounds keeping work will include but not be limited to, lawn mowing, maintenance, lawn edging and trimming, shrubbery planting and maintenance, road sweeping, and snow removal.

3. Painting: Any and all painting work may be contracted out at any time for any reason without advance notice to the union or the Union President, or Unit Chairman. Whether or not painting is done by USW Employees or is contracted out is solely the discretion of the company.
4. Culling, repairing, stretch wrapping, and disposing of skids and/or metal containers.

The Company will notify the Union President, or Unit Chairman, in advance of its intent to contract out such work, except for painting, watergun work when overtime is refused, acidizing or similar type chemical cleaning of equipment, and vacuum truck work.

The two Stores positions will be suppressed, Storekeeping/Receiving Clerk (Job. #40) and the Straight Balance/Relief position (Job #41). The two Stores employees will either need to bid to another position or exercise their bumping rights by the fourth quarter of 2010. They will be grandfathered at their current rate, should they bump or bid to another Class C job when leaving the Stores position.

21. When an employee is placed on temporary light duty by his doctor, the doctor must spell out the limitations of the employee. It shall be the Company's decision if the employee is to be put on light duty. The Company may assign him any job within the plant and on his shift meeting the prescribed limitations of his doctors. Light duty will only apply to work connected injuries. Employees on light duty will not be eligible for overtime.

Should an employee be assigned to a higher rated job, he will receive the top rate of pay to which he has been assigned. Should an employee be assigned to a lower rated job, he shall receive his regular rate of pay while assigned to such temporary light duty. This shall not apply in the event an employee bids or is bumped while on either temporary or permanent light duty.

When the employee is taken off light duty and his job has been bid, he will bump to a permanent position as per the Plantwide Bumping Procedure.

22. It is understood that where the masculine pronoun is used in this Agreement, it shall refer to male and female genders.

23. When there is no lunch truck service and the vending machine supplies are depleted, one employee each from the Balance Operator Department, Latex, and Process (SBR & Cisdene) Departments will be allowed to pick up food orders from outside the Plant; however, the employee leaving the Plant can go to one place for the food and must obtain approval prior to taking orders, or leaving the Plant, from his immediate supervisor. In no event can more than one (1) employee from each of these three departments be allowed to make more than one trip per shift.

24. The Company at their option may institute an Incentive Plan that will apply equally to all employees in the Bargaining Unit. Prior to the inception of any such Incentive Plan, such Plan will be discussed with the Union.

25. Any Craftsman repairing any equipment may test, operate, drain, refill or lubricate such equipment with the area supervisor's approval so long as it is isolated from the system.

26. If after a two (2) year medical leave of absence an employee is neither able to return to work nor has been placed under Article XIV, Paragraph 10, he will be terminated.

27. Employees will have an annual communication meeting between himself and his supervisor.

28. An employee who loads, unloads or handles hazardous materials or who prepares or receives hazardous materials must be job certified and tested in order to remain in the position. Retesting will be required periodically in order to comply with regulatory requirements.

29. It is understood the following production unit work may be performed by U.S.W. employees:

- (A) Vacuuming of baghouse modules
- (B) Backhoe work other than excavation and construction
- (C) Moving of furniture and office equipment on site other than normal re-arranging of such.

30. A Quality Spoke program will be implemented by the Company. The goal of the program will be to seek volunteers with a passion for quality to help the team manage the quality of the products and services produced, apply the Quality system, and promote quality knowledge and awareness.

31. A Safety Spoke program will be implemented by the Company. The goal of the program will be to seek volunteers with a passion for safety to ensure safety. They will help team members understand the safety rules (including safety cardinal rules), post safety dossiers, reflex action sheets, and how to work safely and follow Michelin's requirements and safety philosophy. They will reinforce and encourage behavior-based safety through our PAUSE program.

ARTICLE XIX - BEREAVEMENT PAY FOR 12 HOUR EMPLOYEES

An employee who has 90 calendar days or more of continuous service credit shall be entitled to pay in accordance with the following:

If the employee is absent from work due to the death of their spouse, child, or parents they will be paid for the time lost from their regularly schedule to work shift up to a maximum of three consecutive scheduled work days. The absence must begin no later than 30 days after the death to be eligible for bereavement pay.

If the employee is absent from work due to the death of their grandparent, grandchild, spouse's grandparent, daughter-in-law, son-in-law, sister-in-law, brother-in-law, mother-in-law (including step-mother-in-law), father-in-law (including step father-in-law) brother, (including step-brother and half-brother) sister, (including step-sister and half-sister), they will be paid for the time lost from their regularly scheduled work shift up to a maximum of two consecutive scheduled working days. The absence must begin no later than 30 days after the death to be eligible for bereavement pay.

The rate of pay will be the straight-time hourly rate plus shift differential. When an employee cannot work his scheduled shift on a Saturday due to the bereavement period, it will count as a day worked in the computation of overtime. Should a holiday fall within this bereavement period, such employee shall receive holiday pay in addition to bereavement pay. In the event the bereavement period falls during an employee's vacation or off days the vacation shall be extended for two more days.

Any extension of vacation for bereavement leave must be the two consecutive working days immediately following the employee's vacation.

An employee will be granted an extra two (2) days of leave if the funeral or memorial service is local or four (4) days if the funeral or memorial service is out of the locality. Out of locality is defined as being

more than 200 miles from the Louisville, KY area. The two (2) day or four (4) day extension will be without pay.

ARTICLE XX - JURY PAY

An employee who has 90 calendar days or more of continuous service credit shall be entitled to pay in accordance with the following:

The Company shall reimburse an employee who is kept away from work because of being called for jury service or serving on the jury or serving as a witness under court subpoena. This reimbursement shall be the difference between the actual wages, excluding overtime, he would have received if he had been employed at his regular work and the total amount, including all expenses, paid him for jury service or for serving as a witness under court subpoena. He shall not be required to report for work that day, regardless of his schedule. An employee will not be required to report for or work his shift if it immediately precedes or immediately follows jury duty. For example, an employee is not required to work the second shift (7p-7a) on Sunday night if he is required to report for jury duty on Monday morning.

When an employee cannot work his scheduled shift on a Saturday, due to serving on a jury that day, it will count as a day worked in the computation of overtime.

In order to be eligible for this jury pay, the employee must furnish the Company proof from the court of such services, showing the date and time served and the amount paid for this service. These payments apply only for those absences from work which are actually required to make the necessary court appearances.

ARTICLE XXI - PLANT SAFETY COMMITTEE

There shall be a Plant Safety Committee which will consist of representatives of Management and hourly employees to work together in a team effort to improve Safety.

The Safety Manager shall act as Chairman of the committee. The Operations Manager, President or Unit Chairman of U.S.W. Local 1693-04, and balanced representation from each shift shall makeup the committee.

The Plant Safety Committee may achieve its goals by participating in Job Hazard Analyses, Accident and Incident Investigations, periodic Safety Audits or other Safety related functions, sending reports to the Local Union President or Unit Chairman and Manager of Human Resources.

The Plant Safety Committee may seek recommendations from experts and authorities. The U.S.W. International Representative on Health and Safety shall have access to the plant for the purpose of investigations and any testing he deems necessary as shall be reasonably connected with the purpose of the Plant Safety Committee.

The Company and Union agree the Plant Safety Committee will meet once each month. Its members will be required to attend and actively promote Safety throughout the plant.

The Company and Union agree all Federal, State, Local, or other Regulatory Codes represent a minimum acceptable practice of Safety and Health.

Any and all safety items shall be subject to the Grievance Procedure.

The Company will send two (2) Union members selected by the Unit Chairman or Unit President to the annual USW Health and Safety Symposium. The Company will also send (2) union members to the USW Summer Institute. The Company will reimburse reasonable expenses including registration, travel, lodging, and meals.

ARTICLE XXII - DISTRIBUTION OF OVERTIME

1. The Company will endeavor to distribute available overtime evenly in the Bid Job within the same Job Classification. Available overtime shall be offered to the qualified employee having the lowest amount of overtime hours indicated on the overtime list within his Bid Job in his Job Classification. If an employee is inadvertently by-passed by overtime, and there is an opportunity for him to make up the time, then he shall be given the overtime work to which entitled. The Company will endeavor to keep the overtime balanced in the Bid Job within the Job Classification so as not to exceed eight (8) hours at the end of each calendar month. It is recognized, however, that the overtime spread could exceed eight (8) hours on a monthly basis. Errors must be brought to the Company's attention within the time specified in Step 1 of the Grievance Procedure.

2. On January 3 at 7:00 a.m., overtime hours will revert to zero hours for all employees in all job classifications.

3. New employees, as well as employees transferring into a different Bid Job Group, and employees recalled from lay-off will be credited with the greatest hours worked by an employee in the same Bid Job Group.

4. Employees absent from work because of health, vacation, personal reasons, leave of absence, disciplinary lay-off, etc., will be credited with overtime that otherwise would have been available to them during their absence. Employees on vacation may be called and can work overtime provided the overtime board has been run first for employees not on vacation. If an employee does not want overtime, it is his responsibility to exclude himself. If he does, he will not be charged the overtime, otherwise he will be charged.

An employee may exclude themselves from overtime if a vacation is included in conjunction with their scheduled off days.

5. An employee having telephone facilities, but who cannot be personally contacted, will be charged for overtime hours.

6. An employee who does decline to accept overtime shall be charged for actual overtime hours made available to him.

7. An employee having no telephone will be charged for overtime hours as situations arise wherein he would normally be "called in" or requested to work overtime.

8. If there is overtime work available at the end of a shift, which the Company estimates will not take more than one hour into the next shift, the Company may retain an employee or employees for overtime up to one hour and employees will be charged hours worked.

9. Overtime will be called in the following order:

(a) Bid Job

(b) Qualified employee with the lowest hours in the Sub Group

190 Balance overtime call list: Qualified employees that choose to work 190 Balance Operator overtime must sign-up on the "overtime call sheet" that is posted in the Administration Building break room. The "overtime call sheet" will be posted Monday- Thursday each week for available 190 Balance Operator overtime in the following week. Employees who choose to sign up and be called for 190 Balance overtime

will have the right to accept or deny overtime when called. For the purpose of computing overtime equalization, all eligible employees will be charged overtime hours equal to the amount of hours called.

Employees are not permitted to call anyone, including the overtime caller or gatehouse to add or remove his/her name at any time. Each employee must personally sign the "overtime call sheet" to be eligible for receiving overtime calls.

It is understood that only the employees who wish to participate in 190 Balance Operator overtime call list must sign up each week.

10. When help is needed on overtime for any additional work that cannot be performed by the regular operators on duty, the overtime shall be called first from the Bid Job, second from the Sub Group.

11. Overtime for barge unloading will be called from the following groups:

- a) Tankerman from the group comprised of --- qualified Tank Farm/Water Treatment Operators, Balance/TF-WT/LP Operators, and Tank Farm Operator (T - S).
- b) Any qualified Tankerman.

12. For the purpose of overtime, bid jobs, job classifications/departments and pay grades are listed below:

Job #	Bid Job Names	Pay Grade	Job Classification
			Department
325	Balance/Amcycle Operator	Class 2	Plant
401	Balance/Finishing Utility/Finishing Control Room Operator	Class 4	Finishing
180	Balance/Liquid Polymer Operator	Class 4	Solution
10	Balance/LP Lab Tech (Mon-Fri)	Class 4	Technical
185	Balance/LP Lab Tech/Environment	Class 4	Plant
170	Balance/LP Lead Operator	Class 6	Technical
182	Balance/LP Technician	Class 6	Technical
45	Balance/Oiler/Receiving Operator	Class 3	Plant Utilities
155	Balance/Powerhouse/Physical Tester	Class 4	Plant
540	Balance/Receiving Driver/Outside Forklift	Class 2	Plant
145	Balance/Solution Utility/Solution Operator	Class 5	Plant
115	Balance/Tank Farm/Liquid Polymer	Class 4	Plant
561	Balance/Watergun Operator	Class 2	Plant
200	Finishing Control Room Operator	Class 4	Finishing
205	Finishing Drying Operators Lines 1-4	Class 3	Finishing
202	Finishing Packaging and Drying Operators Lines 5&7	Class 3	Finishing
420	Finishing Packaging Operators Lines 1-4	Class 2	Finishing
201	Finishing Relief Control Room and Packaging Lines 5&7	Class 4	Finishing
580	Finishing Trainer Job	Class 6	Technical
400	Finishing Utility Operator	Class 5	Finishing
560	Lead Watergun Operator	Class 5	Technical
50	Oiler (Mon-Fri)	Class 3	Plant Utilities
21	Physical Tester Tech (Mon-Fri)	Class 4	Technical
15	Physical Testers	Class 4	Technical
530	Plant Industrial Cleaners	Class 2	Plant
190	Plant Production Balance Operator	Class 3	Plant
190	Plant Production Balance Operator	Class 4	Plant
66	Powerhouse Operator	Class 5	Plant Utilities
68	Powerhouse Operator (Mon-Fri)	Class 5	Plant Utilities
151	PSM Operator (Mon-Fri)	Class 7	Technical
187	PSM Operator Finishing (Mon-Fri)	Class 7	Technical
75	Service Truck Operator	Class 1	Shipping/Receiving
74	Service Truck Operator/Clerk Relief	Class 1	Shipping/Receiving
330	Service Truck Operator/Non-Conform Mgmt	Class 2	Shipping/Receiving
73	Shipping Clerk/Service Driver	Class 1	Shipping/Receiving
150	Solution Operator	Class 5	Solution
152	Solution Technicians	Class 7	Technical
100	Solution Utility Operator	Class 5	Solution
110	Tank Farm/Water Treatment Operator	Class 4	Solution
111	Tank Farm/WT Operator (Tues-Sat)	Class 4	Solution
81	Win Cell Lead Operator	Class 6	Technical
80	Win Cell Operators	Class 2	Finishing

13. When employee is working on a particular job towards the end of his or her shift and the Company deems that the job should continue, the Company may ask the employee to stay up to four (4) hours or until job is finished. Employee will be charged actual hours worked.

14. There will be no scheduling of overtime except in the following departments; Shipping and Receiving, Amcycle, the Turnaround Crew, Balance Operator Department, and Tankermen.

Overtime can be called seventy-two (72) hours in advance in the appropriate classification.

15. When an employee accepts overtime, it becomes part of his regular schedule and is subject to the Attendance Control Program.

ARTICLE XXIII - NEW DEPARTMENT

If the Company enters into an agreement with another party to participate in a joint venture involving the manufacture of products at the Company's Louisville facility, and the joint venture agreement calls for the creation of a separate department of employees, the Company and Union will negotiate staffing for that department.

ARTICLE XXIV - TRAINING

After an employee has attained a job through bidding or bumping, he will be formally trained on the job. While performing training functions, an employee will be paid at the wage rate of their previous job, or the wage rate of the new job, whichever is less. Upon qualification, an employee will be paid the wage rate of the new job. If an employee's normal training schedule is interrupted by the Company for more than one (1) week, the timing of his projected increase will not be delayed.

Balance Operators who receive training and wish to stay as Balance Operators will be required to relieve in any area where they have received training or are otherwise previously qualified.

Training department employees will be assigned a shift schedule to meet the needs of the training being given; whether it be 1st, 2nd, 3rd or 12-hour shift or any combination thereof.

All new hires will automatically go into the Training Departments for up to 120 days after which they will be placed in bid jobs.

Hourly employees temporarily transferred to serve as teachers will be scheduled to work to meet the training department needs but not less than forty (40) hours per week. They will receive \$.75 per hour above "Class 5" classification rate of pay during the time they are teaching class including preparation time.

The Company and the Union share the objective of maintaining a safe and environmentally sound workplace. Realizing the importance of changing conditions and regulatory requirements, certain training is required for the plant to be compliant with legal or certification requirements. As a result, Hazard communication, OSHA required safety training and ISO 14001 (or equivalent) mandated environmental training of four (4) hours or less may be scheduled and attendance will be required if notified one-week in advance of the training. Only job specific training will apply. Repeated failure to participate in the above mandated training may result in disqualification from the employee's current position or could lead to progressive disciplinary action.

Emergency Response Technician Level training will be required for the following operational personnel;

- One (1) Tank Farm/Water Treatment Operator per shift
- One (1) Solution Operator per shift
- One (1) Utility Operator per shift
- One (1) Liquid Polymer Operator per shift

Once trained, annual refresher training will also be required.

- Requirements: Industrial Firefighter (Firefighter I) – 247 hours (Required hours for qualification)
- Up to 40 paid auxiliary ERT members (9x4 shifts + 4 any shift assigned to 4 shifts, all USW)
- \$1.00 paid hourly when employees reach Black Hat level (150 hours). Employee must remain compliant in the program to continue additional hourly payment.
- \$0.50 paid hourly when employees reach Red Hat level (70 hours). Employee must remain compliant in the program to continue additional hourly payment.
- Must meet minimum annual training hours of 80 hours/year, with force-ins & vacations being an excused absence.
- Must meet and adhere to all defined qualification requirements.
- Respirator qualification, ERT medical evaluations, clean shaven, NFPA, OSHA, CPR, RCRA, and Confined Space Certifications, etc.
- Must be on a 12-hour rotating shift schedule other than 4 exceptions above.
- Recruit Firefighter (Entry Level Firefighter/Probationary) – 24 hours (Minimum training hours)
 - Any/all new members as they join the above to remain Entry Level Firefighter until Industrial qualifications are met.
- Up to two (2) voluntary USW employees per shift may joint ERT unpaid.

The process and the selection criteria are below:

- Seniority – 55 points
- Job Knowledge/ERT Experience – 25 points
- Attendance – 20 points

The Company may schedule each employee up to 16 hours of Company designated, mandatory, non-regulatory training and/or communications meetings annually in increments no less than 1 hour, and up to 4 hours, providing that such training or meetings are scheduled a minimum of 5 days in advance. When possible, these trainings will be performed during the normal shift schedule. The 16 hours is to be used for RPP/Safety Training (10 hours), Town Hall/Safety Training (4 hours) and Business Communication/Safety Training (2 hours). These hours will be paid at double time.

WAGE SUPPLEMENT

The Wage supplement as referred to in Article XVII, Wages, establishes the following straight time hourly rates:

Job #	Pay Grade	Bid Job Names	Effective 3-Mar-24	Effective 2-Mar-25	Effective 1-Mar-26	Effective 28-Feb-27	Effective 27-Feb-28	
151	Class 7	PSM Operator (Mon-Fri)	\$40.60		\$42.63	\$44.33	\$45.66	\$47.03
187	Class 7	PSM Operator Finishing (Mon-Fri)	\$40.60		\$42.63	\$44.33	\$45.66	\$47.03
152	Class 7	Solution Technicians	\$40.60		\$42.63	\$44.33	\$45.66	\$47.03
170	Class 6	Balance/LP Lead Operator	\$38.11		\$40.02	\$41.62	\$42.87	\$44.15
182	Class 6	Balance/LP Technician	\$38.11		\$40.02	\$41.62	\$42.87	\$44.15
580	Class 6	Finishing Trainer Job	\$38.11		\$40.02	\$41.62	\$42.87	\$44.15
81	Class 6	Win Cell Lead Operator	\$38.11		\$40.02	\$41.62	\$42.87	\$44.15
145	Class 5	Balance/Solution Utility/Solution Operator	\$35.73		\$37.52	\$39.02	\$40.19	\$41.40
400	Class 5	Finishing Utility Operator	\$35.73		\$37.52	\$39.02	\$40.19	\$41.40
560	Class 5	Lead Watergun Operator	\$35.73		\$37.52	\$39.02	\$40.19	\$41.40
66	Class 5	Powerhouse Operator	\$35.73		\$37.52	\$39.02	\$40.19	\$41.40
68	Class 5	Powerhouse Operator (Mon-Fri)	\$35.73		\$37.52	\$39.02	\$40.19	\$41.40
150	Class 5	Solution Operator	\$35.73		\$37.52	\$39.02	\$40.19	\$41.40
100	Class 5	Solution Utility Operator	\$35.73		\$37.52	\$39.02	\$40.19	\$41.40
401	Class 4	Balance/Finishing Utility/Finishing Control Room Operator	\$34.47		\$36.20	\$37.64	\$38.77	\$39.94
180	Class 4	Balance/Liquid Polymer Operator	\$34.47		\$36.20	\$37.64	\$38.77	\$39.94
155	Class 4	Balance/Powerhouse/Physical Tester	\$34.47		\$36.20	\$37.64	\$38.77	\$39.94
115	Class 4	Balance/Tank Farm/Liquid Polymer	\$34.47		\$36.20	\$37.64	\$38.77	\$39.94
200	Class 4	Finishing Control Room Operator	\$34.47		\$36.20	\$37.64	\$38.77	\$39.94
201	Class 4	Finishing Relief Control Room and Packaging Lines 5&7	\$34.47		\$36.20	\$37.64	\$38.77	\$39.94
21	Class 4	Physical Tester Tech (Mon-Fri)	\$34.47		\$36.20	\$37.64	\$38.77	\$39.94
15	Class 4	Physical Testers	\$34.47		\$36.20	\$37.64	\$38.77	\$39.94
190	Class 4	Plant Production Balance Operator	\$34.47		\$36.20	\$37.64	\$38.77	\$39.94
110	Class 4	Tank Farm/Water Treatment Operator	\$34.47		\$36.20	\$37.64	\$38.77	\$39.94
111	Class 4	Tank Farm/WT Operator (Tues-Sat)	\$34.47		\$36.20	\$37.64	\$38.77	\$39.94
10	Class 4	Balance/LP Lab Tech (Mon-Fri)	\$34.47		\$36.20	\$37.64	\$38.77	\$39.94
185	Class 4	Balance/LP Lab Tech/Environment	\$34.47		\$36.20	\$37.64	\$38.77	\$39.94
45	Class 3	Balance/Oiler/Receiving Operator	\$32.76		\$34.40	\$35.78	\$36.85	\$37.96
205	Class 3	Finishing Drying Operators Lines 1-4	\$32.76		\$34.40	\$35.78	\$36.85	\$37.96
202	Class 3	Finishing Packaging and Drying Operators Lines 5&7	\$32.76		\$34.40	\$35.78	\$36.85	\$37.96
50	Class 3	Oiler (Mon-Fri)	\$32.76		\$34.40	\$35.78	\$36.85	\$37.96
190	Class 3	Plant Production Balance Operator	\$32.76		\$34.40	\$35.78	\$36.85	\$37.96
325	Class 2	Balance/Amcycle Operator	\$29.12		\$30.57	\$31.79	\$32.75	\$33.73
540	Class 2	Balance/Receiving Driver/Outside Forklift	\$29.12		\$30.57	\$31.79	\$32.75	\$33.73
561	Class 2	Balance/Watergun Operator	\$29.12		\$30.57	\$31.79	\$32.75	\$33.73
420	Class 2	Finishing Packaging Operators Lines 1-4	\$29.12		\$30.57	\$31.79	\$32.75	\$33.73
530	Class 2	Plant Industrial Cleaners	\$29.12		\$30.57	\$31.79	\$32.75	\$33.73
330	Class 2	Service Truck Operator/Non-Conform Mgmt	\$29.12		\$30.57	\$31.79	\$32.75	\$33.73
80	Class 2	Win Cell Operators	\$29.12		\$30.57	\$31.79	\$32.75	\$33.73
75	Class 1	Service Truck Operator	\$27.80	\$29.10	\$29.19	\$30.36	\$31.27	\$32.21
74	Class 1	Service Truck Operator/Clerk Relief	\$27.80	\$29.10	\$29.19	\$30.36	\$31.27	\$32.21
73	Class 1	Shipping Clerk/Service Driver	\$27.80	\$29.10	\$29.19	\$30.36	\$31.27	\$32.21

Denotes Grandfather Rate

Following ratification, Level 1 Grandfathered will receive a \$7,263 lump sum payment and Level 2 Grandfathered will receive a \$4,237 lump sum payment. The concept of Grandfathering is made obsolete during this agreement and will be deleted from future agreements.

Tutors: where needed, Tutors will receive \$1.50 more per hour. These are interview positions.

Requirements for 190 Balance:

- Class 3 – Finishing Dryer, Packager, and either Finishing Control Room or Amcycle
- Class 4 – Finishing Dryer, Packager, plus 2 (Finishing Control Room, amcycle or Shipping) – 4 Total Qualifications from the list.

A Balance Operator must maintain qualifications in each Class to maintain that Class pay.

NEW HIRING RATE SCHEDULE

The starting rate of pay for new hires will be Class 1. When qualified in a higher level, the rate will move to the higher level rate of pay.

NEW RATE STRUCTURE TRANSITION PROVISIONS

1. All employees hired before March 2, 2010 are grandfathered under the wage structure in effect before March 2, 2010.
2. If a grandfathered 2 class employee voluntarily bids to another 2 or 1 class job, they will be grandfathered under the previous wage structure.
3. If a grandfathered 6, 5, 4 or 3 class employee voluntarily bids to a day work 2 or 1 class job, they would be grandfathered under the previous 3 class wage structure (including five day, two shift rotation jobs).
4. If a grandfathered employee in any Class 5, 4, 3 is involuntarily placed (abolished, bumped etc.) to a 2 or 1 class job, they would be grandfathered in the previous wage structure.
5. Grandfathered employees in any Class 5, 4, 3 who are bumped into 2 or 1 class jobs by virtue of their bump/bid sheet preference will still remain under the previous 3 class wage structure.

SUCCESSOR LETTER

The Company agrees that it will not sell, convey, assign or otherwise transfer any plant operation or significant part thereof covered by a Labor Agreement between the Company and the United Steelworkers Local 1693-04 that has not been permanently shut down for a least six months unless the following conditions have been satisfied prior to the closing date of the sale.

(a) The Buyer shall have entered into an Agreement with the Union recognizing it as the bargaining representative for the employees within the existing bargaining unit.

(b) The Buyer shall have entered into an Agreement with the Union establishing the terms and conditions of employment to be effective as of the closing date.

The provision is not intended to apply to any transactions solely between the Company and any of its subsidiaries, or affiliates, or its parent company including any of its subsidiaries or affiliates, nor is it intended to apply to transactions involving the sale of stock, except if a plant or significant part thereof, which is covered by the General Agreement is sold to a third party pursuant to a transaction involving the sale of stock or a transaction or series of transactions that results in a change of control of the Company.

A permanent shutdown for six months shall mean that for six months following the final closure date: (1) bargaining work have been discontinued other than tasks associated with the shutdown of operations including, but not limited to, maintenance of the facility and property, and disposition of equipment, inventory, or work in progress; and (2) the Company is processing and/or paying any applicable shutdown benefits under the labor and benefits agreements.



Letter of Understanding (NEW)

March 3, 2024

Mr. Gordon Nichols
Staff Representative
USWA Local No. 1693-04
AFL/CIO/CLC

Re: USW Rotating Shift Schedule

Dear Mr. Nichols:

During the 2024 ASRC / USW labor agreement negotiations, the parties agreed that the Union may consider alternative work shift rotation schedules for USW members assigned to the continuous operations in the plant which are working rotating shifts. Shift patterns, rotation frequency and hours of work per crew would also be included in such process.

It is therefore understood, subject to mutual agreement between the company and the Union that an alternative work shift schedule may be implemented during the life of the 2024 Collective Bargaining Agreement, Furthermore, the time and method of any work schedule change, including a pilot period approach if desired, will also be subject to mutual agreement by the parties.

Sincerely,

A handwritten signature in black ink that reads 'Rontrel Johnson'. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Rontrel Johnson
Facility Personnel Manager
ASRC



March 3, 2020

Mr. Larry Ray
Staff Representative
United Steelworkers AFL-CIO
District #8

Dear Mr. Ray:

This is to confirm the understanding that should a Discounted Employee Stock Purchase Plan (ESPP) be offered to the ASRC non-bargaining unit employees, the Plan will also be offered to USW bargaining unit employees. The program is completely optional for employees and the official Plan documents will govern the offer.

Respectfully,

A handwritten signature in black ink that reads "B. Brown". The signature is written in a cursive style with a large, prominent "B" and a stylized "Brown".

Ben Brown
Director of Personnel
ASRC



March 2, 2005

Mr. Larry Ray
Staff Representative
United Steelworkers of America AFL-CIO-CLC
District #8

Dear Mr. Ray:

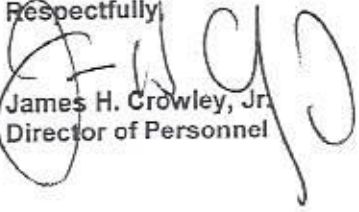
During the 2005 negotiations, the parties held extensive discussions regarding safety and health in the plant. Both the Company and the Union have concern for the protection and preservation of the health, safety and welfare of all employees. To that end, the parties are committed to providing a place of employment free from all recognized hazards that are likely to cause physical harm, as well as ensuring employees are well informed and compliant with safety rules within the plant.

To achieve these goals the parties have agreed to the following:

- The USWA Unit Chairman (or Union President) and one designee will be integrated into the Corporate Cardinal Safety Rules implementation process. This involvement will focus on communication, training, and the ongoing application associated with these rules. In order to accomplish these objectives, a joint committee consisting of the Unit Chairman (or Union President) and one designee along with two company representatives consisting of the Director of Personnel and the EP Manager will convene no later than April 1, 2005 to formalize the process. In addition, the Unit Chairman (or Union President) or his appointed designee will be included in each of the six established implementation subgroups dealing with the six rules.

Beyond the implementation initiative, this joint committee will meet on a regular basis to review and monitor the application and administration of the rules.

Respectfully,


James H. Crowley, Jr.
Director of Personnel

2005 ASRC / USWA Labor Contract Negotiations
March 1, 2005



March 2, 2005

Mr. Larry Ray
Staff Representative
United Steelworkers of America AFL-CIO-CLC
District #8

Dear Mr. Ray:

Effective March 2, 2005, for the Medical Plan, the Prescription Drug Plan, and Medicare Part B reimbursement benefits for retired employees, surviving spouses and their dependents, as set forth in the USWA/ ASRC Agreement dated March 2, 2005, the average annual benefits collectively provided by the Company will be limited to an amount determined as follows:

- For covered individuals not eligible for Medicare, \$12,000 times the number of covered individuals not eligible for Medicare; and
- For covered individuals eligible for Medicare, \$5,000 times the number of Medicare eligible individuals.

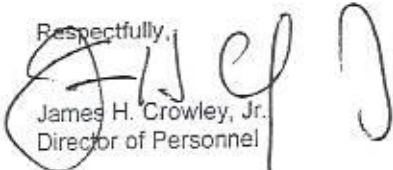
In the event that the projected average annual Company-paid benefit exceeds either amount specified above, the excess shall be allocated to and paid, in the form of monthly premiums, by each covered individual in the applicable group on a prorata basis.

Notwithstanding the foregoing, no covered individual shall be required to make any contribution towards the cost of coverage until January 1, 2010.

In the future, the Company may receive a subsidy from the Federal Government as a result of Medicare Part D. If so, the portion of such subsidy applicable to covered individuals will be used to directly offset any potential premiums to be paid by covered individuals.

Furthermore, in order to avoid unreasonable fluctuations in individual premiums due to extraordinary claims in any given year, the computation of any potential individual premiums will reflect experience over a three-year period.

Respectfully,


James H. Crowley, Jr.
Director of Personnel

Attachment B



Letter of Understanding (NEW)

March 3, 2024

Mr. Gordon Nichols
Staff Representative
USWA Local No. 1693-04
AFL/CIO/CLC

Mr. Larry Wendler
Business Representative
Electrical Workers Local 369

Re: The Aggregation of Cost Limitations and Administration of Retiree Healthcare

Dear Mr. Nichols and Mr. Wendler:

During the 2024 negotiations, the parties have engaged in considerable discussion concerning the Company's Retiree Medical Program.

The March 2, 2005 Letter of Agreement (LOA) (in current P&I to the CBA) concerning '2005 Retiree Healthcare Cap' establishing the '*average annual benefits*' Company limits for the Retiree Medical program in the amount of \$12,000 per year for individuals not eligible for Medicare and \$5,000 for individuals who are eligible for Medicare. This LOA further establishes that after 2010 '*In the event that the projected average annual Company-paid benefit exceeds*' these limits that '*the excess shall be allocated to and be paid, in the form of monthly premiums, by each covered individual in the applicable group on a prorata basis*'.

At the 2023 Fall Interim the Company and Union reviewed the Retiree Medical Program cost projections which in 2024 do exceed the agreed limits and would then generate monthly premiums for individuals covered under this program.

Therefore, the Union and Company agree to the following in order to forgo these Premiums for 2024 and mitigate cost to achieve zero individual premiums for as many years as possible. It is forecasted today this aggregate approach will maintain premiums at \$0.00 through 2027, although the actual Aggregate Program Costs will ultimately determine the premium.

Concerning the individual premium calculation:

- 1) The amount of the (a) Aggregate Annual Benefit limit will be determined by the number of individuals eligible for Medicare and not eligible for Medicare multiplied by the respective per individual annual cost limits of \$5,000 and \$12,000 respectively.
- 2) The (b) Aggregate Program Cost will be determined for individuals not eligible for Medicare and for individuals eligible for Medicare considering the Medical Plan, the Prescription Drug Plan and the Medicare Part B reimbursement as described in the 2005 letter. The approach to setting premiums will follow actuarial and underwriting best practices as determined by the Company or a third part designee (e.g. consultant) as may be selected by the Company and reviewed with the Union prior to implementation.
- 3) Should the (a) Aggregate Program Cost exceed the (b) Aggregate Annual Benefit, the difference will be collected from the retirees in the form of an (c) Individual Premium. It is anticipated that the premiums will reflect the costs associated respectively with the Medicare and pre-Medicare eligible populations.

- 4) Should the (a) Aggregate Program cost be less than the (b) Retiree Healthcare Cap, the difference will be calculated, and the total entered into a Retiree Medical Savings Book Account. The accumulated amount in this book account will be used to offset any plan year that exceeds the (b) Retiree Healthcare Cap in an attempt to keep premiums at zero or as low as possible for as long as possible. When a deduction is made from the Retiree Medical Savings Book Account, it will be reflected in the total amount. The Union will be furnished with a yearly update (or upon request) on the book account's balance.

Concerning the Retiree Program delivered benefit:

- 1) The benefit plan provided to Medicare eligible population will be equivalent to but different from the Active plan. The benefit plan provided to the pre-Medicare eligible population will continue as a mirror plan to the Active plan. (Reference P&I Section V Article IDc3)
- 2) The Company will select the appropriate coverage option which will be reviewed with the Union prior to implementation, projected for January 1, 2025 and each year thereafter if changes occur.
- 3) The Benefit for individuals in 2024 will remain unchanged. Effective January 1, 2025 Coordination of Benefits (COB) within this program will become Carve Out/Non-Duplication of Benefits as intended.

Sincerely,

Kris Strasser
Director of Labor Relations
Michelin North America, Inc.

PENSION AND INSURANCE AGREEMENT

USW

EFFECTIVE MARCH 3, 2024

TO MARCH 3, 2029

I. PENSION AGREEMENT INDEX

ARTICLE	PAGE
Introduction.....	78
I Definition.....	78
II Retirement Benefits.....	81
III Optional Methods of Payment.....	84
Early Retirement Table.....	86
IV Administration.....	92
V Miscellaneous.....	94
VI Payment of Pensions.....	96
VII Severance Award.....	97
VIII Permanent or Temporary Discontinuance of Plan.....	99

II. ASRC DEFINED CONTRIBUTION PLAN

ASRC Defined Contribution Plan.....	100
-------------------------------------	-----

III. INCENTIVE SAVINGS PLAN

Incentive Savings Plan.....	101
-----------------------------	-----

IV. ASRC LONG TERM DISABILITY PLAN

ASRC Long Term Disability Plan.....	101
-------------------------------------	-----

V. INSURANCE BENEFITS

I Insurance Benefits.....	102
II General Provisions.....	114
III Duration.....	115

APPENDIX

Article II Union Security	115
---------------------------------	-----

**EFFECTIVE MARCH 2010
THE SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN IS
PUBLISHED AS A SEPARATE DOCUMENT**

INTRODUCTION

This Agreement made and entered into this 3rd day of March, 2024, by and between American Synthetic Rubber Company, a division of Michelin, North America, Inc., Camp Ground Road, Louisville, Kentucky, hereinafter referred to as the "Company", and The United Steelworkers (USW), hereinafter referred to as the "Union" or USW.

It is intended that this Plan, together with the Trust Agreement, meet all the pertinent requirements of the Internal Revenue Code of 1954, as amended (hereinafter referred to as the "Code") and the Employee Retirement Income Security Act of 1974 as amended (hereinafter referred to as "ERISA"), and shall be interpreted, wherever possible, to comply with terms of said laws, as amended, and all formal regulations and rulings issued there under.

SECTION I RETIREMENT BENEFITS ARTICLE I - DEFINITION

For the purpose of this Agreement the following words and phrases shall have the following meanings unless a different meaning is clearly required by the context:

- (1) "PLAN" means the Pension Plan as set forth herein and as modified or amended from time to time.
- (2) "COMPANY" means American Synthetic Rubber Company.
- (3) "EMPLOYEE" means any person who was employed by the Company prior to March 3, 2024 and who was or may be in one of the bargaining units covered by the Collective Bargaining Agreements in effect at the time between the Company and the Local Unions for said Plant including employees who are on union leave of absence, all such employees to have completed their probationary period of employment.
- (4) "TRUST" means the Trust or Trusts, if any, created under the Plan.
- (5) "PENSION COMMITTEE" means the Committee constituted under Article IV to administer the Plan.
- (6) "NORMAL RETIREMENT DATE" means the later of (a) the first day of the month coincident with or immediately following the Employee's sixty fifth (65) birthday or (b) the earlier of (i) the fifth (5th) anniversary of the date the Employee becomes a participant in the Plan or (ii) the date the Employee completes five (5) years of Service.
- (7) "PENSION DATE" means the first day of the calendar month in which the Employee retires in accordance with the terms of this Plan, or Permanent disability is finally established.
- (8) "PENSIONER" means a person who has retired and has been granted benefits in accordance with this Plan.
- (9) "CONTINUOUS SERVICE" shall be the period of time (computed in years and fractions thereof) between an Employee's Hiring Date and the earlier of 12/31/2019 and his Severance from Service Date, subject to the following provisions:
 - (a) Hiring Date shall mean, for purposes of this Paragraph 9, the date an Employee first performs an Hour of Service for the Company or the date an Employee first performs an Hour of Service for the Company upon reemployment following his Severance from Service Date.

(b) The term "hour of service" shall mean any hour for which an employee is paid or entitled to payment by the employer during the applicable computation period (1) for the performance of duties for the employer; (2) on account of a period of time during which no duties are performed; and (3) on result of a back pay award which has been agreed to or made by the employer to the extent that such hour has not been previously credited under item (1) or item (2) preceding (irrespective of mitigation of damages). In no event will hours of service be allowed and computed in a manner less liberal than the manner described in Department of Labor Regulation 2530.200(B) 2, which is incorporated herein by reference.

(c) Severance from Service Date shall mean the earlier of:

(i) the date on which the Employee quits, retires, is discharged, or dies; or

(ii) the first anniversary of the first date of a period in which the Employee remains absent from service (with or without pay) with the Company for any reason other than quit, retirement, discharge or death; provided, however, that in the case of an Employee who is absent from service for maternity or paternity reasons, the Severance from Service Date shall be the second anniversary of the first date of such a period of absence. (The period between the first anniversary date and the second anniversary date shall not, however, be a period of Continuous Service). For purposes of this paragraph, an absence from service for maternity or paternity reasons means an absence (1) by reason of the pregnancy of the Employee, (2) by reason of the birth of a child of the Employee, (3) by reason of the placement of a child with the Employee in connection with the adoption of such child by such Employee or (5) for purposes of caring for such child for a period beginning immediately following such birth or placement.

(d) For purposes of determining an Employee's eligibility for a pension (vesting);

(i) Notwithstanding any other provision of this Paragraph (9), Continuous Service shall include such periods of time while not actually on the payroll of the Company as may be specified under the terms of the Collective Bargaining Agreement with the Company subject to any maximum limitation or other such Agreement.

(ii) Continuous Service shall include any period of less than 12 months which begins on Severance from Service Date and ends on a Hiring Date.

(iii) With respect to an Employee (1) who retires or whose employment with the company is otherwise terminated on or after January 1, 1976, but prior to January 1, 1987, (2) who is thereafter rehired and (3) who subsequently completes a full year of Continuous Service. Continuous Service shall include subject to the provisions of this paragraph (9), the Continuous Service the Employee has at his Severance from Service Date. Such prior Continuous Service shall be included only if (I) the Employee's prior periods of employment for which he has been granted Continuous Service exceeds the period of time between his Severance from Service Date and the date he is rehired and is again employed by the Company, or (II) the Employee was eligible for a benefit under Article II attributable to said prior Continuous Service. The aforementioned one year period will be waived only for those Employees who had been receiving a disability pension under Article II and who returned to active employment in accordance with Article II, paragraph (7).

With respect to an Employee (I) who retires or whose employment with the company is otherwise terminated on or after January 1, 1987, (ii) who is thereafter rehired and (iii) who subsequently completes a full year of Continuous Service, Continuous Service shall include, subject to the provisions of this paragraph (9), the Continuous Service the Employee has at his Severance from Service Date. Such prior Continuous Service shall be excluded only if (I) the period of time between the Employee's Severance from Service Date

and the date he is rehired and is again employed by the Company exceeds the greater of sixty (60) months or the Employee's prior periods of employment for which he has been granted Continuous Service, or (ii) the Employee was eligible for a benefit under Article II attributable to said prior Continuous Service. The aforementioned one year period will be waived only for those Employees who had been receiving a disability pension under Article II and who returned to active employment in accordance with Article II, paragraph (7).

The rule stated in the immediately preceding paragraph shall not apply to a period of severance in progress on January 1, 1987; if the rule in the first paragraph of this subsection has, as of December 31, 1986, already caused Continuous Service prior to the Employee's date of rehire to be disregarded.

(iv) An Employee's Continuous Service shall not include any period of time prior to January 1, 1976 which was not included in the Employee's Continuous Service under the Plan as it existed on December 31, 1975.

(v) Notwithstanding anything in this Paragraph (9) to the contrary, Continuous Service for pension purposes is governed by the working agreement in regard to Employees off work on disability for 24 months. At the end of 24 months of disability leave, an Employee's Continuous Service will stop. No time will count in computing the retirement benefits after Continuous Service stops. It is not mandatory that an Employee retire, but his Continuous Service stops and retirement will start at the time of application. The benefit level will be the one in effect at the time an Employee applies for his pension.

(vi) At the end of 12 months of layoff, an Employee's Continuous Service will stop unless he remains subject to recall under the terms of the Collective Bargaining Agreement, in which case Article VI of the working agreement shall control. No time will count in computing the retirement benefits after Continuous Service stops. It is not mandatory that an Employee retire, but his Continuous Service stops and retirement will start at the time of application. The benefit level will be the one in effect at the time the Employee was last actively at work before the layoff began.

(e) For purposes of determining an Employee's amount of pension for which he is eligible (Benefit Amount), Continuous Service shall be equal to Continuous Service for purposes of determining vesting as set forth in Paragraph (9)(d), but shall not include;

(i) Any period of service on or after January 1, 1976, during which the Employee was employed in a capacity other than an Employee or during which the Employee was employed by a subsidiary of the Company while such subsidiary is not a party to the Plan.

(ii) Any period of Continuous Service with respect to which he elected, on or after January 1, 1976, to receive a lump sum payment (which payment shall be equal to the greater of the Article VII payment or actuarial value of his deferred vested pension) under Article VII in lieu of a deferred vested pension under the Plan for which he was eligible at the time of such election.

(iii) Any period of Continuous Service with respect to which he received, on or after January 1, 1976, a lump sum payment under Article VII at a time when he was not eligible for a deferred vested pension under the Plan.

(iv) A member who has retained Continuous Service which accrued prior to a period of severance in accordance with Paragraph (9), subparagraph (d)(iii), shall accrue benefits attributable to that service based on the benefit level in effect at the time said period commenced.

(v) Any period described in Paragraph (9), subparagraph (d)(ii).

(10) "EFFECTIVE DATE" means January 1, 1960, for all benefits under the Pension Plan, and January 1, 2021 for all benefits under the Insurance Program.

(11) "ANNIVERSARY DATE" means the anniversary date of the Plan, and shall be January 1st of each year.

(12) "LENGTH OF SERVICE" means it is agreed between the Company and Union Pension Committee that length of service will be calculated to the nearest complete month. Anyone with 15 days or less will receive no credit for those days, anyone with 16 days or more will receive one month of credit for those days.

(13) "LATE RETIREMENT DATE" means the first day of any month subsequent to the Employee's Normal Retirement Date coincident with or immediately following the day the Employee terminates employment with the Company for any reason other than death. An Employee who continues to work past his Normal Retirement Date shall not have monthly benefits permanently withheld for any month on or after his Normal Retirement Date in which he either did not receive the proper notice, required by Department of Labor regulation Section 2530.203 3 or failed to work at least eight (8) days (or separate work shifts).

(14) "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

ARTICLE II - RETIREMENT BENEFITS

(1) Normal Retirement:

An Employee who, on or after March 3, 2024, shall have reached his Normal Retirement Date or his Late Retirement Date, shall be eligible to retire, and after his retirement to receive monthly benefits equal to the multiplier amount as provided below times the number of years of Continuous Service under the plan for such Employee. The Defined Benefit Pension Plan sunset on 12/31/19 and accruals of benefit service ceased and the benefit amount was frozen.

Termination Date	Multiplier Amount
Frozen 12/31/19	\$53.00

(2) Early Retirement:

(A) An Employee who retires on or after March 3, 2024, who: (a) shall have attained the age of fifty five (55) years, but shall not have attained age sixty two (62); (b) shall have had a least ten (10) but less than thirty (30) years of Continuous Service prior to retirement; and (c) shall not be eligible for any other benefits under the Plan except a deferred vested pension, shall be eligible to retire and after his retirement to receive a monthly benefit determined as follows:

(a) In the event such Employee retires at his own option, he may, at his election, receive either:

(i) a deferred (to start at age sixty two (62) monthly benefit determined in accordance with the provisions of Paragraph (1) of this Article II, but based upon his Continuous Service in the plan and the date of early retirement; or

(ii) an immediate monthly pension equal to the multiplier amount in Paragraph (1) multiplied by the Employee's years of credited service, computed to completed months for a fractional year, reduced by either: (a). 4/10 of one per cent for each calendar month by which such Employee is under age 62 at the effective date of such Early Pension or, (b). 4/10 of one per cent for each calendar month by which such Employee's years of Continuous Service is less than thirty (30) years, whichever reduction is less.

(b) An Employee who is discharged for cause after having completed the eligibility requirements for an early retirement benefit shall be entitled only to the benefit provided in (A) (a) (i) of this Paragraph (2).

(B) An Employee who retires on or after March 3, 2024, who (a) shall have attained the age of sixty two (62), but shall not have attained Normal Retirement age; (b) shall have had at least ten (10) years of Continuous Service in the plan prior to retirement, and (c) shall not be eligible for any other benefits under the Plan except a deferred vested pension, shall be eligible to retire and after retirement to receive a monthly benefit as follows:

(a) Normal retirement benefit for each year of Continuous Service in the plan.

(C) An Employee who retires on or after March 3, 2024, after having completed thirty (30) years of continuous service and attaining the age of fifty five (55) shall be eligible to receive a monthly benefit as follows:

(a) Normal retirement benefit for each year of Continuous Service in the plan.

(3) Vesting: Each Employee whose employment with the Company is terminated on or after March 2, 1987, shall be eligible, upon a timely written application therefore, for a deferred (to start on Normal Retirement Date) benefit provided he (a) shall not have attained Normal Retirement Age, (b) shall have had at least five (5) years of Continuous Service in the plan (ten (10) years of Continuous Service in the plan for Employees who terminated prior to March 2, 1987) prior to such termination, and (c) shall not be eligible for any other benefit under the Plan except another deferred vested benefit based upon a prior period of Continuous Service in the plan.

The amount of such deferred benefit shall be determined in accordance with the provisions of Paragraph (1) of this Article II as in effect at the time of such termination of employment, but based only upon the Employee's Continuous Service in the plan on the date of such termination of employment.

A former employee, who makes written application to receive his deferred vested pension after he has attained age 55, but prior to attainment of age 65, shall receive a reduced pension, the actuarial value of which shall be equal to the actuarial value of his deferred vested pension determined under the immediately preceding paragraph.

(4) Total and Permanent Disability Retirement:

Any Employee who, subsequent to March 3, 2024 is less than Normal Retirement Age, with at least ten (10) years Continuous Service in the plan, and who shall become permanently and totally disabled from an unavoidable cause, shall be eligible for a retirement benefit as follows:

(a) Until such Employee attains Normal Retirement Age, or if earlier when eligible for an unreduced federal Social Security benefit for age or disability benefit under the federal Social Security Act from time to time in effect, the monthly amount of the disability benefit shall be equal to twice the multiplier amount in Paragraph (1) for each year of Continuous Service in the plan.

When an employee retiring under this Section receives notification that he has either been approved or denied a disability benefit under the Social Security Act, such Employee must provide the Company with a copy of the notification within thirty (30) calendar days. In addition, the Employee must make arrangements satisfactory to the Company to repay to the Plan so much of the monthly benefit payments to which he was not entitled due to the approval for a denial of Social Security disability benefits.

(b) When such Employee attains Normal Retirement Age, or if earlier when eligible for an unreduced federal Social Security benefit for age or disability under the federal Social Security Act from time to time in effect, the monthly amount of the disability benefit thereafter payable shall be re-determined in accordance with the provisions of Paragraph (1) of this Article II, but based upon the

Continuous Service in the plan and the date as of which the disability pension commenced and the multiplier amount in effect at his retirement for disability.

An Employee shall be deemed to be permanently and totally disabled and shall be retired only if he has been disabled by bodily injury or disease so as to prevent him from being physically able to meet the job requirements of any job in the plant and if, in the opinion of a qualified physician, designated by the Pension Committee, such disability will presumably be permanent and continuous during the remainder of his life. Incapacity shall be deemed to have resulted from an unavoidable cause unless it (a) was contracted, suffered, or incurred while the Employee was engaged in (or resulted from his having engaged in), a felonious enterprise, or (b) resulted from his habitual drunkenness or addiction to narcotics, or (c) resulted from an intentional self-inflicted injury or self-induced sickness. Permanent incapacity resulting from any of such enumerated causes or from future service in the Armed Forces which prevents him from returning to employment with the Company and for which he receives a military pension, shall not entitle an Employee to any retirement benefits under this Paragraph (4). Such retirement benefits as the Employee may be entitled to under this Paragraph (4) shall continue only so long as such Pensioner shall be permanently incapacitated.

The permanency of incapacity may be verified by medical examination prior to the Normal Retirement Age at any reasonable time.

If any difference shall arise between the Company and any applicant for a retirement benefit, or Pensioner, as to whether such Employee shall have become totally and permanently incapacitated, the Employee or Pensioner shall be examined by a physician who shall have been appointed for the purpose by the Company and by a physician who shall have been appointed for the purpose by the Union. If they shall disagree concerning whether the Employee or pensioner is permanently and totally incapacitated, that question shall be submitted to a third physician who shall be selected by such two physicians. The medical opinion of such third physician, after examination of the Employee or Pensioner and consultation with such two other physicians shall decide such question. The fees and expenses of such third physician shall be shared equally by the Company and the Union.

(5) Any Employee who receives a Severance Award as provided for herein shall not be eligible for any retirement benefit under this Plan.

(6) The Company agrees to guarantee payments of pensions provided for under Paragraphs (1), (2), and (3) of this Article for the life of each Pensioner retiring during the period of this Agreement under the provisions of said Paragraphs and agrees to guarantee the disability payments provided for under Paragraph (4) of this Article as long as such Employee is permanently and totally disabled, for each such Employee so disabled during the period of this Agreement.

(7) Any pension benefit paid for permanent and total disability shall continue to be paid only so long as such former Employee shall remain so disabled. If it is determined that a former Employee on disability retirement is no longer disabled, he shall be rehired, consistent with his former seniority. He shall receive no service credit from the time of his disability retirement but if rehired he shall be credited with the service which he had at the time of his disability retirement and he shall accumulate further service from the time he starts to work after his rehire.

(8) Pre Retirement Survivor Annuity: If an active Employee or a former Employee (including a retired Employee) dies with a vested benefit and is survived by a spouse to whom he has been married for the one year period ending on his date of death, or if an active or retired Employee dies after his Normal Retirement Date, regardless of his years of service, and is survived by a Spouse to whom he has been married for the one year period ending on his date of death, but in any case before benefits have commenced to such Employee, his surviving spouse shall be entitled to a death benefit. If the Employee dies on or after

becoming eligible to elect early retirement the death benefit shall commence immediately. If the Employee dies before becoming eligible to elect early retirement, the death benefit shall commence at the time the Employee would have become eligible to elect early retirement. Such death benefit shall be a monthly income, payable for the life of the spouse, beginning on the first day of the month coincident with or immediately following the applicable date of commencement, equal to the benefit (based on the vested accrued benefit of the Employee) that would have been payable to such Spouse if the Employee had retired or terminated pursuant to the appropriate Section of the Plan on the first day of the month coincident with or immediately following his date of death and elected benefits payable in accordance with the Post Retirement Option.

(9) Each retired participant who was receiving a pension as of March 1, 1981, shall receive an increase in such pension payable under the basic form equal to \$.50 per month for each year of Continuous Service in the plan on which the pension was initially calculated. Pensions payable in optional methods shall be increased on an actuarially equivalent basis so as to provide increases equivalent to the \$.50 per month increase under the basic form.

(10) Effective September 1, 1981, pensions payable to participants who terminated active employment and began receiving pensions between March 1, 1981, and August 31, 1981, shall be recomputed at \$12.50 per month for each year of Continuous Service in the plan at retirement. The resulting increased pension, actuarially adjusted to reflect the form of payment, shall be payable from and after September 1, 1981.

ARTICLE III - OPTIONAL METHODS OF PAYMENT

(1) An Employee may elect, with spouse consent, if applicable, one of the following options with respect to the pension payable to him following his retirement. Either of these options may be elected only by a notice in writing on a form provided by the Pension Committee, and to be made to such Committee during the "election period" (which shall mean the period beginning 90 days prior to the date upon which benefits are to commence, and ending on that date).

Any election by an Employee under this Article III may be revoked and a new election made at any time during the election period.

Death of either the Employee, or his designated Beneficiary or designated Contingent Annuitant as the case may be, prior to the employee's normal retirement date shall nullify any option previously elected. Death at any time of either the Employee, or his designated Beneficiary or designated Contingent Annuitant as the case may be after the Employee's Normal Retirement Date shall not nullify any option previously elected. Provided, however, that with respect to an Employee who retires pursuant to Article II, Paragraph 2 (a), death of Contingent Annuitant on or after the first day of the month following the later of his retirement and his attainment of 62 years of age shall not nullify any option previously selected. The monthly pension payable to an Employee who had elected an optional form of pension, shall, effective with the month following that in which his or her Normal Retirement Date occurs, be payable for a term certain period ending with the month in which the fifth anniversary of such Normal Retirement Date occurs, if living, otherwise to the designated Beneficiary or to the designated Contingent Annuitant, as the case may be. The monthly amount of pension for such term certain period shall, for a Normal Pension, be computed in accordance with the provisions of Paragraph (1) of Article II, and for any Early Pension or Disability Pension, be the amount that would become payable for the month following that in which the retired former Employee's Normal Retirement Date occurs. Effective with the month following the last month of such term certain period, the monthly amount of pension and the conditions with respect to its payment will be subject to the appropriate provisions of the options, which are, with respect to:

(a) Contingent Annuitant Option. Such election will provide for an actuarially reduced pension payable (after the fifth anniversary of the retired former Employee's Normal Retirement Date) during his life

and a continuing pension (after the later of such fifth anniversary and the death of the former retired Employee) payable during the life of the designated Contingent Annuitant, in a monthly amount equal to either one hundred per cent (100%) or fifty per cent (50%) of such actuarially reduced pension. An Employee having elected this option may prior to his Normal Retirement Date, revoke this option only by submitting evidence satisfactory to the Pension Committee of the Contingent Annuitant's good health.

(b) Years Certain and Life Option. Such an election will provide for an actuarially reduced pension payable (after the fifth anniversary of the retired former Employee's Normal Retirement Date) during his life and a continuation of such pension (after the later of such fifth anniversary and the death of the former retired Employee) to the designated Beneficiary, provided however, that the period of payment beginning with and immediately following the month that the actuarially reduced pension became payable (prior to, during, and after the month of death of the retired former Employee), shall be limited to the elected 5, 10, or 15 year extended term certain period. If after the second to die of the retired former Employee and his designated Beneficiary, there then remain any monthly payments that would be necessary to complete the elected 5, 10, or 15-year extended term certain period, the computed value of such remaining monthly payments will be paid to the estate of the last to die. An Employee having elected this option may at any time prior to his Normal Retirement Date, revoke this option by submitting written notice of such revocation to the Pension Committee.

(c) Monthly payments which become payable to a Contingent Annuitant or a designated Beneficiary pursuant to this Article III shall commence in the month following that in which the death of the former retired Employee shall have occurred.

(d) The payment of a pension in accordance with any election made pursuant to this Article III shall be made after the Employer shall have received a notice of a favorable ruling from the Internal Revenue Service.

(e) An optional form of pension having been elected in accordance with the provisions of this Article III shall become effective in accordance therewith and the actuarially reduced amount of monthly pension shall be determined by the appropriate pension equivalent factors based on the 1971 Group Annuity Mortality Table for Males and 5 ½ percent interest. For purposes of this Paragraph (1)(f), the benefit on or after the adoption of the agreement shall not be less than the benefit determined as of the day before the adoption of this agreement based on the 1971 Mortality Table and 5 ½ percent interest.

**EARLY RETIREMENT TABLE
YEARS OF SERVICE**

AGE	10-23	24	25	26	27	28	29	30/OVER
55	66.4%	71.2%	76.0%	80.8%	85.6%	90.4%	95.2%	100.0%
56	71.2	71.2	76.0	80.8	85.6	90.4	95.2	100
57	76.0	76.0	76.0	80.8	85.6	90.4	95.2	100
58	80.8	80.8	80.8	80.8	85.6	90.4	95.2	100
59	85.6	85.6	85.6	85.6	85.6	90.4	95.2	100
60	90.4	90.4	90.4	90.4	90.4	90.4	95.2	100
61	95.2	95.2	95.2	95.2	95.2	95.2	95.2	100
62 & OVER	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100

(2) Post Retirement Option: Upon filing a written application with the Pension Committee at the time and under the conditions set forth in this Paragraph (2), an Employee who retires or otherwise terminates employment on or after March 2, 1984, under conditions entitling him to a pension under Article II, may elect a reduced monthly pension and the Post Retirement Option described in this Paragraph (2) in lieu of any pension otherwise payable under the Plan.

(a) An Employee's election under this Paragraph (2) shall be filed with the Pension Committee, on such forms as it shall require during the "election period".

(b) If an Employee has elected the Post Retirement Option, his payments shall commence as otherwise provided in Article II, but shall be reduced so that the actuarial value of his reduced pension shall be equivalent to the actuarial value of the pension which would have been payable under the Plan if the Post Retirement Option had not been elected, taking into account the age and sex of the Employee and the age and sex of his surviving spouse, and based on his Continuous Service in the plan and the Plan provisions in effect on the date of his retirement or other termination of employment.

(c) Upon the Employee's death after his reduced pension has commenced or, if earlier, after he has attained age 65, but before his retirement from the service of his Employer, monthly payment equal to one half of his reduced pension shall be continued to his surviving spouse for the life of such surviving spouse; provided that the Employee and such surviving spouse were married throughout the one year period ending on the date of his death and were married on the date his pension payments commenced.

(d) If, nevertheless, an Employee does not (i) elect the Post Retirement Option, (ii) elect any option under the Plan to which he is entitled, or (iii) file a written revocation or rejection of any election under this Paragraph (2), then the Employee, if he is married on the date his pension payments commence, shall be deemed to have elected the Post Retirement Option provided in Subparagraph (a) of this Paragraph (2) at the time of his retirement or other termination of employment as if he had filed an election with the Pension Committee. Otherwise, his pension will be paid in the manner set forth in the applicable subparagraph of Article V.

(e) Within a reasonable period prior to the first day of the election period, the period which begins at least thirty (30) and no more than ninety (90) days prior to the annuity starting date (i.e. the first day of the first period which an amount is paid as an annuity or any other form), each Employee shall be furnished an explanation of the terms and conditions of the basic form and of the post retirement option, as specifically applicable to said Employee (and his spouse, if any): an explanation of his right to make an election not to have his benefit distributed in the basic form, if not married, or in the form of the post retirement option, if

married: The rights of his spouse, if any, to consent to such election, and an explanation of the financial effect upon the Employee's benefit of making such election. Such explanation shall be written in a manner intended to be understood by the Employee and his spouse, if any. In the event an Employee requests additional information, as permitted under the terms of the notice, commencement of benefits for any purpose hereunder shall not begin until at least ninety (90) days following the Employee's receipt of such additional information unless the Employee specifically elects earlier commencement and he is otherwise entitled to such commencement under the terms of the Plan. Any election to waive the post retirement option and to receive benefits in an alternative form permitted by this Article II, must be in writing. Effective January 1, 1985, unless the Employee elects, as an alternative, the form of payment described in paragraph (1)(a) of this Article II with his spouse as contingent annuitant, the Employee's election, and any beneficiary named in the election, must be consented to by the Employee's spouse. Spouse consent may be revoked at any time prior to commencement of benefits. The spouse's consent and any revocation of such spouse consent must be in writing and witnessed by a plan representative or by a notary public. If it is established to the satisfaction of a plan representative that spouse consent cannot be obtained because there is no spouse, the spouse had died, or the spouse cannot be located, spouse consent will not be required.

Effective January 1, 1989, the monthly benefit of an Employee must commence no later than April 1 following the calendar year in which such individual attains age seventy and one half (70 1/2) (or such other date as regulations or notices shall provide). However, if an Employee was not a five percent (5%) owner in any Plan Year after attaining age sixty five and one half (65 1/2) and had attained age seventy and one half (70 1/2) prior to January 1, 1988, distributions must commence no later than April 1 following the calendar year in which the later of termination of employment or age seventy and one half (70 1/2) occurs, or the Employee becomes a five percent (5%) owner.

Distributions of benefits may only be made over one of the following periods (or combination thereof):

- (i) The life of the Employee,
- (ii) the life of the Employee and designated beneficiary,
- (iii) a period certain not extending beyond the life expectancy of the Employee, or
- (iv) a period certain not extending beyond the joint and last survivor expectancy of the Employee and a designated beneficiary.

Upon the death of the Employee, the following distribution provisions shall take effect.

- (i) If the Employee dies after distribution of his or her interest has commenced, the remaining portion of such interest will continue to be distributed at least as rapidly as under the method of distribution being used prior to the Employee's death.
- (ii) If the Employee dies before distribution of his or her interest commences, the Employee's entire interest will be distributed no later than five (5) years after the Employee's death except to the extent that an election is made to receive distributions in accordance with (a) or (b) below:
 - a. If any portion of the Employee's interest is payable to a designated beneficiary, distributions may be made in substantially equal installments over the life or life expectancy of the designated beneficiary commencing no later than one (1) year after the Employee's death:
 - b. If the designated beneficiary is the Employee's surviving spouse the date distributions are required to begin in accordance with (a) above shall not be earlier than the date on which

the Employee would have reached attained age seventy and one half (70 1/2), and, if the spouse dies before payments begin, subsequent distributions shall be made as if the spouse had been the Employee.

(3) The total annual benefit (as defined hereinafter) of any Employee shall not exceed the limitations set forth in this Paragraph 3 and its subparagraphs.

(a) For the purposes of this Paragraph 3, the term "annual benefit" means a benefit payable in the form of a straight life annuity with no ancillary benefits, under a plan which employees do not contribute and under which no rollover contributions (as defined in Sections 402(a)(5), 403(a)(4) and 408(d)(3) of the Internal Revenue Code) are made.

(b) The total annual benefit shall not exceed the lesser of (i) ninety thousand dollars (\$90,000) or the specific amount, determined by the Commissioner of Internal Revenue as of January 1, of each calendar year, beginning with calendar year 1988, to apply to the Plan Year ending with or within that calendar year, or (ii) one hundred percent (100%) of the Employee's average compensation for his high three (3) years (as defined in subparagraph (e) below).

(c) When retirement benefits under this Plan are payable in any form other than the form described in subparagraph (a), above, or if the Employees contribute to the Plan or make rollover contributions, the determination as to whether the limitation described in this Paragraph 3 has been satisfied shall be made, in accordance with regulations prescribed by the Secretary of Treasury or his delegate, by adjusting such benefit so that it is equivalent to the benefit described in subparagraph (a), above, provided that the interest rate used to determine such equivalent shall be equal to the greater of:

(i) five percent (5%); or

(ii) the interest assumption specified in Article III, Paragraph 1, subparagraph (e).

For purposes of this subparagraph (c), any ancillary benefit which is not directly related to retirement income benefits shall not be taken into account; and that portion of any joint and survivor annuity (as defined in Section 417(b) of the Internal Revenue Code) shall not be taken into account.

(d) If the retirement income benefit under this Plan begins before Social Security retirement age, the determination as to whether the dollar limitation set forth in subparagraph (b)(i), above, has been satisfied shall be made, in accordance with regulations prescribed by the Secretary of the Treasury or his delegate, by reducing the dollar limitation so that such limitation (as so reduced) equals an annual benefit (beginning when such retirement income benefit begins) which is equivalent to a ninety thousand dollar (\$90,000) annual benefit beginning at the Social Security retirement age provided that the interest assumption used to determine such equivalent shall be equal to the applicable assumption as stated in subparagraph (c), above. The reductions required by this paragraph shall be made in accordance with regulations prescribed by the Secretary of the Treasury, in manner which is consistent with the reduction for old age insurance benefits commencing before the Social Security retirement age under the Social Security Act.

(e) For purposes of this paragraph 3, an Employee's high three (3) years shall be the period consecutive calendar years (not more than three (3) during which the Employee both was an active participant in the Plan and had the greatest aggregate compensation from the Company. In the case of an Employee within the meaning of Internal Revenue Code Section 401(c)(1), the preceding sentence shall be applied by substituting "the Employee's earned income (within the meaning of Internal Revenue Code Section 401(c)(2) but determined without regard to any exclusion under Internal Revenue Code Section 911)", for "compensation from his Employers."

For purposes of this paragraph 3, "compensation" means an Employee's earned income, wages, salaries, and fees for professional services, and other amounts received for personal services actually rendered in the course of employment with the Company (including, but not limited to bonuses), and excluding the following:

(a) Company contributions to a plan of deferred compensation which are not included in the Employee's gross income for the taxable year in which contributed or Company contributions under a simplified employee pension plan to the extent such contributions are deductible by the Employee, or any distributions from a plan of deferred compensation.

(b) Amounts realized from the exercise of non-qualified stock option, or when restricted stock (or property) held by the Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;

(c) Amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option; and

(d) Other amounts which received special tax benefits.

Compensation for any calendar year is the compensation actually paid or includible in gross income during such year.

(f) Notwithstanding the preceding provisions of this Paragraph 3, the benefits payable with respect to an Employee under this Plan shall be deemed not to exceed the limitation of this Paragraph 3 if:

(i) The retirement benefits payable with respect to such Employee under this Plan and under all other defined benefit plans to which his employer contributes do not exceed ten thousand (\$10,000) for the applicable Plan Year and for any prior Plan Year; and

(ii) His employer has not at any time maintained a defined contribution plan in which the Employee participated.

(g) In the case of an Employee who has fewer than ten (10) years of participation in the Plan, the limitation referred to in subparagraph (b)(i), above, shall be multiplied by a fraction, the numerator of which is the number of years (or parts thereof) of participation in the Plan, and the denominator of which is ten (10).

In the case of an Employee who has fewer than ten (10) years of employment with the Company, the limitation referred to in subparagraph (b)(ii), above (or in subparagraph (f), if applicable) shall be multiplied by a fraction, the numerator of which is the number of years (or parts thereof) of employment with the Company and the denominator of which is ten (10).

In no event shall this subparagraph (g) reduce the limitations referred to in subparagraph (b), above (or in subparagraph (f), if applicable) to an amount less than one tenth (1/10) of such limitation (determined without regard to this subparagraph (g)).

(h) In the case of an Employee who is separated from service with the Company, the one hundred percent (100%) limitation of subparagraph (b)(ii), above, shall be automatically adjusted to reflect any regulations issued by the Secretary of the Treasury pursuant to Section 415(d) of the Internal Revenue Code, concerning cost of living adjustments.

(i) If the retirement income benefit under this Plan begins after the Social Security retirement age, the determination as to whether the dollar limitation set forth in subparagraph (b) (i), above, has been satisfied shall be made, in accordance with regulations prescribed by the Secretary of the Treasury by increasing the dollar limitation so that such limitation (as so increased) equals an annual benefit (beginning when such retirement income benefit begins) which is equivalent to a ninety thousand dollar (\$90,000) annual benefit beginning at the Social Security retirement age, provided that the interest rate used to determine such equivalent shall be equal to the lesser of:

(i) five percent (5%); or

(ii) the interest assumption specified in Article III, Paragraph 1, subparagraph (e).

(j) If the Current Accrued Benefit of an Employee on March 2, 1987, exceeds the limitation referred to in subparagraph (b), above, as modified by the applicable provisions of the other subparagraphs of this Paragraph 3, then with respect to such Employee, the limitation described in subparagraph (b)(i), above, shall be equal to such Current Accrued Benefit.

For purposes of this subparagraph (j), "Current Accrued Benefit" means an Employee's Accrued Benefit determined as if the Employee had separated from service with the Company as of March 1, 1987, and expressed as an annual benefit within the meaning of Internal Revenue Code Section 415(b)(2). In determining the amount of an Employee's current Accrued Benefit, (1) any change in the terms and conditions of the Plan after May 5, 1986 and (2) any cost of living adjustment occurring after May 5, 1986 shall be disregarded.

(4) If an Employee is a participant in one or more defined benefit plans and one or more defined contribution plans maintained by the Company, the sum of his defined benefit plan fraction and his defined contribution plan fraction shall not exceed 1.0 during any Plan Year.

If the sum of the defined benefit plan fraction and the defined contribution plan fraction would exceed 1.0 for any Plan Year, the Company shall adjust the rate of benefit accrual for purposes of a defined benefit plan on behalf of any Employee so that the sum of such fractions shall not exceed 1.0.

For purposes of determining maximum annual additions to defined contributions plans and maximum annual benefits payable from defined benefit plans, all defined contribution plans and all defined benefit plans, whether or not terminated, shall be combined and treated as one plan.

(a) The term "defined benefit plan fraction" shall mean a fraction, the numerator of which is the Employee's projected annual benefit (as defined in the said defined benefit plan) determined as of the close of the Plan Year, and the denominator of which is the lesser of:

(i) the product of 1.25 multiplied by the dollar limitation described in subparagraph (b)(i) of Paragraph 3 for such Plan Year; or

(ii) the product of 1.4 multiplied by the amount, described in subparagraph (b)(ii) of paragraph 3, which may be taken into account with respect to each individual under the Plan for such Plan Year.

(b) The term "defined contribution plan fraction" shall mean a fraction, the numerator of which is the sum of all of the annual additions to the Employee's individual account under the defined contribution plan as of the close of the Plan Year and the denominator of which is the sum of the lesser of the following amounts determined for such Plan Year and for each prior Plan Year of employment with the Company:

(i) the product of 1.25 multiplied by the dollar limitation in effect in Internal Revenue Code Section 415(c)(1)(A) for such Plan Year;

(ii) the production of 1.4 multiplied by the amount which may be taken into account pursuant to Internal Revenue Code Section 415(c)(1)(B) with respect to such individual under the defined contribution plan for such Plan Year.

If the Plan satisfied the applicable requirements of Section 415 of the Internal Revenue Code as in effect for all Plan Years prior to March 2, 1987, the numerator of the defined contribution fraction shall be adjusted by permanently subtracting there from an amount equal to the product of the amount by which the sum of the defined benefit fraction and the defined contribution fraction exceeds one (1), times the denominator of the defined contribution fractions as of March 1, 1987.

The limitation on aggregate benefits from a defined benefit plan and a defined contribution plan which is contained in Section 2004 of the Employee Retirement Income Security Act of 1974 as amended shall be complied with by a reduction (if necessary) in the Employee's benefits under this defined benefit plan before a reduction in annual additions to any defined contribution plan.

(5) "Direct Rollover: Effective January 1, 1996, an "eligible person" who is entitled to receive an "eligible rollover distribution" may elect to have such distribution rolled over directly to an "eligible retirement plan" pursuant to the requirements of section 401(a)(31) of the Internal Revenue Code and the rules and regulations issued there under. The election shall be made in such form and in such manner as the Company may require, consistent with the rules and regulations issued pursuant to sections 401(a)(31) and 402 of the Internal Revenue Code.

For purposes of this Section, an "eligible person" is an Employee, spouse or alternate payee spouse under a qualified domestic relations order.

For purposes of this Section, an "eligible rollover distribution" is a distribution of all, or any portion of at least two hundred dollars (\$200.00), of the Employee's accrued benefit, excluding:

(a) any distribution which is one of a series of substantially equal periodic payments (not less frequently than annually, made over any one of the following periods:

(1) the life (or life expectancy) or the joint lives (or joint life expectancies) of the recipient and the recipient's designated beneficiary; or

(2) a specified period of ten (10) years or more;

(b) any distribution which is required to be made under section 401(a)(9) of the Internal Revenue Code;

(c) any portion of a distribution that is not includable in the recipient's gross income (determined without regard to the exclusion of the net unrealized appreciation described in section 402(e)(4) of the Internal Revenue Code; and

(d) any similar item designated by the Internal Revenue Service in Revenue Rulings, Notices and other guidance of general applicability.

For purposes of this Section, an "eligible retirement plan" is an individual retirement account described in section 408(a) of the Internal Revenue Code, an individual retirement annuity described in section 408(b) of the Internal Revenue Code (other than an endowment exempt from tax under section

501(a) of the Internal Revenue Code, or an annuity plan described in section 403(a) of the Internal Revenue Code.

A direct rollover shall be accomplished by the direct transfer of the eligible rollover distribution from the Trustee of this Plan to the trustee or custodian of one (1) eligible retirement plan by any reasonable method permitted under regulations. However, prior to the direct rollover being made, the eligible person shall provide to the Pension Committee or Trustee such additional information as the Pension Committee may require to effectuate such direct rollover.

An eligible person may direct that a portion of any eligible rollover distribution be distributed to such eligible person and that the balance of the eligible rollover distribution be transferred directly to an eligible retirement plan unless the amount to be directly transferred is at least five hundred dollars (\$500.00).

In the event an eligible person does not elect, within thirty (30) days of the date on which he is provided written notice as required by section 402(f) of the Internal Revenue Code, either to make or not make a direct rollover, the eligible person will be deemed to have elected not to make a direct rollover and the taxable portion of the eligible person's distribution will be subject to mandatory federal income tax withholding at the rate of 20% pursuant to Section 3405(c) of the Internal Revenue Code.

ARTICLE IV - ADMINISTRATION

(1) The benefit structure of this Plan shall be administered by a Pension Committee for the Plant of the Company covered by this Plan, said Committee to be composed of two (2) members from the Company and two (2) employees from the Local Union at the Plant. The presence in person or by proxy of all members of the Committee shall be necessary to constitute a quorum at all meetings of the Committee, and the affirmative vote of at least three (3) committee members shall be necessary to take action at any meeting. The Pension Committee may take action without meeting if approval of the action is in writing by all members of the Committee at the time in office. The Pension Committee may adopt such rules of procedure as are mutually satisfactory to its members. In case of a tie vote on any issue, such issue shall be resolved by an impartial arbitrator selected by mutual agreement between the Company and Union representatives on the Committee. The fees or expenses of such impartial arbitrator shall be shared equally by the Company and the Union.

(2) The duties of the Pension Committee will be to determine the eligibility of any Employee for a pension, to compute the amount of pension payable, and to ascertain and verify such information as may be necessary to determine the eligibility of an Employee or Pensioner, and the amount of pension payable.

(3) The Pension Committee shall hold meetings upon such notice, at such place or places, and at such time or times as the members of the Committee shall determine from time to time. In the event it is necessary to hold meetings during an Employee's working hours the Company will pay such Employee the straight time hourly rate for such lost time, providing all such lost time payments shall not exceed a total of twenty five (25) hours in any one month.

(4) The Pension Committee and any impartial arbitrator may interpret this Plan and apply it to each particular case, but shall have no authority to add to, subtract from, or otherwise modify the provisions of this Plan. The decisions of the Pension Committee or of any impartial arbitrator shall be final and binding subject to the terms of the applicable Collective Bargaining Agreement and subject to the following claims procedure: In the event that the claim of any person to all or any part of any payment or benefit under this Plan shall be denied, the Pension Committee shall provide to the claimant, within 90 days after its receipt of such claim, a written notice setting forth, in a manner calculated to be understood by the claimant; (i) the specific reason or reasons for the denial, (ii) specific references to the pertinent Plan provisions on which the denial is based, (iii) a description of any additional material or information necessary for the claimant to

perfect the claim and an explanation as to why such material or information is necessary, and (iv) an explanation of the Plan's claim procedure.

Within 60 days after receipt of the above material, the claimant shall have a reasonable opportunity to appeal the claim denial to the Pension Committee for a full and fair review. The claimant or a duly authorized representative may (i) request a review upon written notice to the Pension Committee, (ii) review pertinent documents, and (iii) submit issues and comments in writing.

A decision by the Pension Committee will be made not later than 60 days after the receipt of a request for review, unless special circumstances require an extension of time for processing, in which event a decision should be rendered as soon as possible, but in no event later than 120 days after such receipt. The Pension Committee's decision on review shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.

(5) Each applicant for a pension shall apply for retirement in writing on a form provided by the Pension Committee. The Committee may require any applicant or Pensioner to furnish it with such information and certificates as may reasonably be required. If any applicant or Pensioner refuses or fails to furnish any such information or certificates, the Committee may compute the amount of pension payable to him on the basis of estimates which, in its judgment, are reasonable.

(6) No bond or other security shall be required of the Committee, or any member thereof, except to the extent otherwise required under Section 412 of the Employee Retirement Income Security Act of 1974 ("ERISA"). Neither the Committee, nor any member thereof, shall incur any individual responsibility, liability or obligation for any act done, or omitted to be done in good faith by it, or any other member or members of the Committee, unless such responsibility, liability, or obligation is a result of the breach of its, or their, responsibility, obligation or duty under Part 4, Title I of ERISA.

(7) (a) In the event that the claim of any person to all or any part of any payment or benefit under the Plan shall be denied, the Committee shall provide to the claimant, within 60 days after receipt of such claim, a written notice setting forth, in a manner calculated to be understood by the claimant:

- (i) The specific reason or reasons for the denial;
- (ii) Specific references to the pertinent plan provision or provisions on which the denial is based;
- (iii) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such material or information is necessary; and
- (iv) An explanation of the claim procedure described herein.

(b) Within 60 days after receipt of the material described in (a) above, the claimant shall have a reasonable opportunity to appeal the claim denial to the Committee for a full and fair review. The claimant or his duly authorized representative:

- (i) May request a review upon written notice to the Committee;
- (ii) May review pertinent documents; and
- (iii) May submit issues and comments in writing.

(c) A decision by the Committee will be made not later than 60 days after receipt of a request for review pursuant to (b) above, unless special circumstances require an extension of time for processing, in which event a decision should be rendered as soon as possible, but in no event later than 120 days after

such receipt. The Committee's decision on review shall be written and include specific reasons for the decision, written in a manner calculated to be understood by the claimant with specific references to the pertinent Plan provisions on which the decision is based.

(d) The claims procedure provided herein shall not be in lieu of, or substitution for, any arbitration of disputes as to claims for benefits elsewhere provided for between the Company and the Union.

ARTICLE V - MISCELLANEOUS

(1) Nothing in this Plan shall be deemed to give any Employee the right to be retained in the service of the Company or to interfere with the right of the Company to discharge any Employee at any time.

(2) Nothing in this Agreement shall be deemed to conflict with or supersede or to modify any provisions of the applicable Collective Bargaining Agreement between the Company and the Union covering hours, wages, and working conditions.

(3) None of the benefits under the Plan are subject to the claims of creditors of Employees, retired Employees, disabled Employees or their beneficiaries and will not be subject to attachment, garnishment or any other legal process. Neither an Employee, a retired Employee, a disabled Employee nor his beneficiaries may assign, sell, borrow on or otherwise encumber any of his beneficial interest in this trust nor shall any such benefits be in any manner liable for or subject to the deeds, contracts, liabilities, engagements, or torts of any employee, retired Employee, disabled Employee or beneficiary. The preceding two (2) sentences shall also apply to the creation, assignment, or recognition of a right to any benefit payable with respect to an Employee pursuant to a domestic relations order, unless such order is determined by the Pension Committee to be a qualified domestic relations order, as defined in Section 414 (p) of the Internal Revenue Code, or any domestic relations order entered before January 1, 1985, if payment of benefits pursuant to the order has commenced prior to such date.

(4) No Employee prior to his retirement under the conditions of eligibility for pension as provided by this Plan shall have any rights or interest whatsoever in or to any portion of any funds which may be paid into any Trust or Trusts established for the purpose of paying pensions, and no Employee or Pensioner shall have any right to pensions except to the extent provided in this Plan.

(5) Pensioners other than those entitled to a deferred benefit shall receive their first monthly pension check on the last day of the month in which the Employee retires. The payment of a deferred benefit shall commence during the month next following the month in which the Employee attains his Normal Retirement age if application is made not later than the last day of the month next following the month in which the Employee shall attain such age; and if application is made at a later date, such pension shall commence with the month in which application is made. Payment of an Employee's pension hereunder shall commence no later than the 60th day after the end of the calendar year in which the latest of the following occurs; (i) the Employee attains age 65, (ii) the 10th anniversary of the Employee's Continuous Service date, or (iii) the Employee's retirement or other termination of employment. If the amount of monthly pension payments for which an Employee is eligible under the Plan cannot be determined for any reason (including, but not limited to, lack of information as to whether the Employee is still living or his marital status) on the date monthly pension payments are to commence under this Paragraph (5), payments shall be made retroactively to such date no later than 60 days after the date on which the amount of the monthly pension payments can be determined. The benefit to which an employee is entitled under the Plan must be distributed or commence to be distributed no later than the April 1 following the calendar year in which attained age seventy and one half (70 1/2) occurs.

(6) The monthly pension payable pursuant to Paragraphs (1), (2), or (4) of Article II, to a retired Employee for the month following attainment of age sixty five (65) shall, if the Employee is living on the first day of such

month, be payable for a term certain period of five (5) years. Provided, however, the monthly pension payable pursuant to Article II, Paragraph 2 (B) and 2 (C), to a retired former Employee for the month following the later of his retirement and his attainment of 62 years of age shall, if he is living on the first day of such month be payable for a term certain period of five (5) years, ending with the month in which the fifth anniversary of the later of his retirement and his attainment of 62 years of age occurs. If the retired Employee dies during said five (5) year period, monthly pension payments remaining hereunder shall be made to the designated Beneficiary. If both the retired Employee and the designated Beneficiary die during said five (5) year period, the computed value of the remaining monthly payment that would be necessary to complete the five (5) year term certain period shall be paid to the estate of the last to die. The last monthly benefit to a former Employee receiving a monthly benefit under Paragraph (3) of Article II, shall be paid for the month in which the former Employee dies. Notwithstanding the foregoing, the monthly pension payable to a retired Employee with respect to whom the Post Retirement Option is in effect shall be paid as provided in Paragraph (8) of Article II.

(7) If, in the opinion of the Pension Committee, any Pensioner to whom a pension is payable is unable to care for his affairs because of illness or accident. the Pension Committee may pay any benefit due to such Pensioner (unless prior claim thereon shall have been made by a duly qualified guardian or other legal representatives) under the Plan to the Pensioner's spouse, parent, brother, sister, or other person deemed by the Committee to be entitled to such payment because of the expenses which such person has assumed on behalf of the Pensioner.

(8) The Company shall furnish the Union with a copy of the Trust Agreement covering the Trust or Trusts established hereunder and also copies of the annual reports of the Company's actuary covering the operation of the Plan not later than July 1, of each year.

(9) The periods of absence of an Employee who is on leave of absence as an officer on full time duty with a local Credit Union will be included in determining his credited service for purposes of the Pension Plan and Severance Awards.

(10) In the event the Agreement is terminated during the term of this Plan the grievance provisions of the Agreement shall be considered to be in effect for the processing of Pension and Severance Award grievances.

(11) The Company and Union recognize that certain provisions of this agreement may have to be amended or supplemented at the request of the Internal Revenue Service to comply with the Tax Equity and Fiscal Responsibility Act of 1982, the Tax Reform Act of 1984, the Retirement Equity Act of 1984 and the Tax Reform Act of 1986, and other such legislation as required, in order to obtain a qualification letter. The Company and the Union agree to timely amend or supplement this agreement to the extent necessary to conform to the requirements of these Acts and the Internal Revenue Service for such qualification Letter.

(12) The Plan may be amended in the form of a written amendment to the Agreement agreed to by the Company and Union, provided, that no amendment shall be made which shall cause or authorize any part of the Trust to revert or be refunded to the Company, except as may be provided in the Plan. No amendment to the Plan (including a change in the actuarial basis for determining optional or early retirement benefits) shall be effective to the extent that it has the effect of decreasing an Employee's accrued benefit, except to the extent permitted under Section 412 (c)(8) of the Internal Revenue Code.

(13) All actions by "fiduciaries" (as that term is defined in Section 3 (21) (A) of ERISA) shall be in accordance with the terms of the Plan and the Trust agreement insofar as such documents are consistent with the provisions of Title I of ERISA. Each fiduciary while discharging his duties under the Plan and the Trust Agreement shall act solely in the interest of participants and beneficiaries and for the exclusive purpose of providing benefits and defraying reasonable administrative expenses. Each fiduciary shall

discharge its respective duties hereunder with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

(14) The Committee shall be the "named fiduciary" for the purposes of Section 402 (a) of ERISA and the "administrator" for the purposes of ERISA. The Committee shall (a) have the responsibility and authority to control and manage the operation and administration of the Plan, except for those duties herein specifically allocated to the Company, Union or Trustee and (b) be responsible for furnishing the other fiduciaries hereunder with such information related to the administration of the Plan as they may require. The Company shall establish and carry out a funding policy and method consistent with the objectives of the Plan and the requirements of Title I of ERISA. The Trustee shall have exclusive responsibility for the management and control of the Trust. Each fiduciary shall be responsible only for the specific duties assigned herein and shall not be directly or indirectly responsible for the duties assigned to another fiduciary.

(15) The Plan and Trust shall be construed and enforced according to the laws of the Commonwealth of Kentucky, and all provisions hereunder shall be administered according to the laws thereof, except to the extent preempted by ERISA.

ARTICLE VI - PAYMENT OF PENSIONS

(1) The Company is free to determine the manner and means of making provisions for and paying the pension benefits set forth in this Plan.

(2) The funds of the Trust may be invested, reinvested, and used for the payment of, or making provisions for pensions granted in accordance with this Plan and for payment of such costs and expenses, including taxes, of operation and administration of this Plan as may be required by law or as may from time to time be directed or approved by the Company. No part of the assets, including interest or other income, of the Trust may be used for or diverted to purposes other than the exclusive benefit of Employees at any time prior to the satisfaction of all liabilities to Employees covered by the Plan.

(3) The Company will make such contributions to the Trustee for the purpose of providing benefits under the Plan as will be required under accepted actuarial principles to maintain the Plan and pension fund in a sound condition. The Company will, however, as a minimum, contribute to the Trust Fund each year during the continuance of this Agreement;

(a) An amount equal to the normal cost of the Plan for each year, plus

(b) an annual amount which would fund the current past service liability over a 35 year period from October 1, 1960, and any future increase in the benefit amount over a 35 year period from the date of such increase.

In no event, however, will the amount contributed by the Company be less than that needed to comply with the funding standards mandated by ERISA and the applicable regulations issued there under.

(4) The Plan as established by this Agreement and all of the Company's obligations and Employee's rights there under are conditioned on and subject to:

(a) Receipt by the Company of a written ruling by the Director of Internal Revenue that the Plan as established by this Agreement (and any Trust which may be created there under) meets the requirements of Section 401 (a) of the Internal Revenue Code of 1954 and that the Trust created for the purpose of providing benefits under the Plan will continue to be an exempt Trust under Section 501 (a) of the Internal Revenue Code of 1954; and

(b) Approval of the Plan by the Company's Board of Directors and Stockholders.

(c) The Union and the Company will mutually negotiate the necessary changes in order to be in compliance with the Pension Reform Law, ERISA, and other such legislation as required, at a future date after the necessary regulations have been issued.

ARTICLE VII - SEVERANCE AWARD

1. Qualification: The Company will pay a severance award to any Employee who has (5) or more years of continuous service and who is not eligible for a pension under the Plan (other than a deferred vested pension).

(a) Who retires after having attained his normal retirement age, or

(b) who retires or is retired by the Company because he is no longer able to meet the requirements of his job and is unable to qualify for transfer to another job, or

(c) whose employment is discontinued because of the permanent closing of the plant or a department of the plant.

If any difference shall arise between the Company and any Employee regarding eligibility for a severance award, the Employee shall be examined by a physician who shall have been appointed for that purpose by the Company and by a physician who shall have been appointed for that purpose by the Local Union. If they shall disagree, the case shall then be submitted to a third physician who shall be selected by such two physicians. The medical opinion of such third physician after examination of the Employee and consultation with such two other physicians shall decide the case. The fees and expense of the third physician shall be shared equally by the Company and the Union.

2. Computation:

(a) To an Employee under (a) above, a lump sum equal to 1 1/2 week's pay for each year of Continuous Service.

(b) To an Employee under (b) and c above, a lump sum as follows:

(i) An amount equal to one weeks' pay for each year of Continuous Service for an employee having 5, but less than 10, years of Continuous Service.

(ii) An amount equal to 1 1/4 weeks' pay for each year of Continuous Service for an Employee having 10, but less than 15, years of Continuous Service.

(iii) An amount equal to 1 1/2 weeks' pay for each year of Continuous Service for an Employee having 15, but less than 20, years of Continuous Service.

(iv) An amount equal to 2 weeks' pay for each year of Continuous Service for an Employee having 20 or more years of Continuous Service.

(c) Severance awards above shall be computed by multiplying the Employee's week's pay by his number of years of Continuous Service, computed to completed months for a fractional year.

(d) A week's pay shall be computed by multiplying the Employee's Average Hourly earnings the standard work week of the Employee's classification.

(e) The term "Average Hourly Earnings" as used in this Article VII shall mean the straight time average hourly earnings for the Employee during the last four pay periods during which he worked in the bargaining unit, and is to be computed by dividing the total hours worked into the total straight time earnings, including night work differential. In computing the Average Hourly Earnings hours and earnings will be disregarded for any period during which the Employee has not qualified for regular rate payments on a classification to which he has been transferred, or on which he had been rehired. Hours worked immediately prior to the four week period will be used if necessary to provide a base period equivalent to a standard work week.

(i) The first four pay periods after the 180th day prior to the last week of active employment during which he worked in the bargaining unit shall be used in determining Average Hourly Earnings if in such period he had higher Average Straight Time Hourly Earnings than he had in the most recent four pay periods.

(ii) If when applying for a severance award, an Employee notifies the Company of a period of four continuous pay periods in the above mentioned 180 day period during which he worked in the bargaining unit in which he had higher average straight time hourly earnings than in either period mentioned above, such period shall be used in determining Average Hourly Earnings.

(iii) Actual working time lost by the Union representative of the Local Union compensated by the Local Union will be considered time worked for the Company for the purpose of computation of average hourly earnings, provided a notarized statement as to the amount of compensation is furnished the Company by the Local Union.

3. An Employee who is eligible for a severance award under this Article VII, and who is also eligible for a deferred vested pension pursuant to Article II, Paragraph 3, may elect to receive, in lieu of such deferred vested pension, a severance equal to the greater of the amount determined above or an actuarially determined amount representing the single sum value of said deferred vested pension at date of release from employment. Such election may be made only by a notice in writing on a form provided by the Pension Board, and to be made to such Board within 30 days from the date such Employee was released from employment; otherwise, such Employee shall be deemed forever to have waived his right to a severance award in lieu of such deferred vested pension.

4. Exclusions: No Employee shall be eligible for a severance award who terminates his employment voluntarily, who is dismissed for just cause, who is laid off, subject to recall to work, or who is temporarily incapacitated.

ARTICLE VIII
PERMANENT OR TEMPORARY DISCONTINUANCE OF PLAN

(1) The Company, by action of its Board of Directors, may suspend payments to the Trust for any year and may terminate this Plan at any time.

(2) If the Company terminates this Plan or permanently suspends contributions, the Pension Committee shall direct the Trustee to compute the value of the Trust Fund held for the benefit of Employees and Beneficiaries otherwise eligible to receive benefits hereunder. The Pension Committee, based upon the certification of the actuary employed by the Company, shall apportion the amount so valued to all such Employees and Beneficiaries, in shares as determined in Paragraph 3.

(3) The value of that portion of the Trust fund remaining after providing for the expenses of administration of the Plan and Trust shall be allocated for purposes of paying Monthly Retirement Income, Disability Payments and death Benefits in the order of precedence indicated and in the amounts indicated in Section 4044 of the Employee Retirement Income Security Act of 1974 as said Section and such other portions of the said Act as it incorporates by reference. For the purpose of making such allocation any regulations issued pursuant to that Section shall be deemed part of such Section.

The allocation of the Trust Fund in accordance with this section shall be based on the method of payment of Monthly Retirement Income, Disability Payments or Death Benefits specified in the Plan. In the event that the Trust Fund assets on or after the date of termination are insufficient to fund all benefits within any class, the benefits of all higher order or precedence shall be funded, the benefits of all lower order of precedence shall be unfunded, and the assets remaining shall be allocated among Members of that class on the basis of their respective actuarial reserves, subject to the Provisions of Section 4044 of the Employee Retirement Income Security Act of 1974.

(4) In the event of failure of the Company upon termination of this Plan to pay or reimburse the Trustee or the actuary for the then outstanding charges or expenses incurred hereunder, the Trustee is empowered to satisfy such claims by lien upon the Trust Fund, prior to making any allocation to Employees and Beneficiaries of the Plan in accordance with Paragraph 2 and Paragraph 3 hereof.

(5) The application of the Trust fund on the foregoing basis shall be calculated by the actuary and certified to the Trustee by the Pension Committee as of the date on which the Plan terminated. Subject to the restrictions of the Employee Retirement Income Security Act of 1974, as it may be amended, when the calculations shall be completed, the interest of each Employee and Beneficiary shall continue to be held in the Trust Fund pursuant to the terms of Paragraph 3 hereof, or at the direction of the Pension Committee, the appropriate portion of the Trust Fund shall be liquidated and each of their interests distributed to them in the form of annuity contracts, annuity payments, installments or in a lump sum as determined by the Pension Committee; provided, however, that subject to the limitations contained in Section 4044 (d) of the Employee Retirement Income Security Act of 1974, any funds remaining after the satisfaction of all liabilities to such Employees and Beneficiaries under this Plan due to erroneous actuarial computation shall be returned to the Company.

(6) Notwithstanding any other provision herein contained, should the Plan terminate or partially terminate the rights of all affected past or present Employees to benefits accrued to the date of such termination or partial termination, to the extent then funded, or the amounts credited to the Employee's accounts, shall be nonforfeitable. A partial termination shall be deemed to have occurred in accordance with a determination to that effect by the Federal regulatory agency (the Department of Treasury, the Department of Labor, or the Pension Benefit Guaranty Corporation) having jurisdiction so to determine under the Employee Retirement Income Security Act of 1974.

(7) The Trust Fund shall be received, held in Trust and disbursed by the Trustee in accordance with the provisions of the Trust Agreement and the provisions set forth in this Plan. No part of the Trust Fund shall be used for or diverted to purposes other than for the exclusive benefit of Employees, retired Employees, disabled Employees, spouses, beneficiaries and contingent beneficiaries under this Plan, Prior to the satisfaction of all liabilities hereunder with respect to them. No person shall have any interest in or right to the Trust Fund or any part thereof, except as specifically provided for in this Plan or the Trust Agreement.

(8) In the case of any merger or consolidation with or transfer of assets or liabilities of the Plan to any other Plan, such merger, transfer or consolidation shall by its terms provide that each Employee of the Plan would, if the Plan then terminated, receive a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation, or transfer if this Plan had then terminated

SECTION II - ASRC DEFINED CONTRIBUTION PLAN

The Company will install a defined contribution retirement plan, effective on the date of ratification of the 2010 Agreement, for Employees hired on or after March 2, 2005. In addition, Employees hired before March 2, 2005, will be provided the opportunity to make a one-time election to either start participation in the new defined contribution plan, effective October 1, 2010, or continue participation in the existing defined benefit plan. Current Employees hired on or after March 2, 2005, will be immediately eligible to participate in the new Plan. Employees hired after ratification of the 2010 Agreement will be eligible to participate after thirty (30) days of service. Contributions to the Plan will be based on an Employee's accumulated number of points as of December 31 of each year. Each Employee will be credited with one (1) point for each year of his or her age and one (1) point for each full year of service on that date.

- The ASRC Wage Defined Benefit Pension Plan sunset on 12/31/2019
- On 12/31/2019, accruals of benefit service ceased and benefit amount was frozen
- For Employees who move from the DB to the DC plan on 12/31/2019, the Company agrees to deposit \$2,000 into their DC plan account

The Company will increase the schedule of contributions at the start of a pay period one month after successful ratification, as follows:

- \$0.31 per hour paid for Employees with fewer than thirty (30) points;
- \$0.53 per hour paid for Employees with at least thirty (30), but fewer than forty (40) points;
- \$0.74 per hour paid for Employees with at least forty (40), but fewer than fifty (50) points;
- \$1.08 per hour paid for Employees with at least fifty (50), but fewer than sixty (60) points;
- \$1.48 per hour paid for Employees with at least sixty (60), but fewer than seventy (70) points;
- \$2.13 per hour paid for Employees with at least seventy (70), but fewer than eighty (80) points;
- \$3.17 per hour paid for Employees with at least eighty (80) points.

Benefits will be distributed in one of the following ways:

- (a) a lump sum payment in cash; or
- (b) payments of substantially equal monthly, quarterly, or annual installments made over a fixed reasonable period of time; or
- (c) an annuity when the aggregate value of all of the Participant's Accounts in this Plan equals or exceeds the minimum amount fixed by an Insurer for granting an annuity.

The accrued benefit in the defined benefit plan of any current Employee who was hired on or after March 2, 2005 will be frozen as of June 30, 2010. No new Employees will be eligible to participate in the American Synthetic Rubber Company Pension Plan.

SECTION III INCENTIVE SAVINGS PLAN

The Company will install a pretax and after tax savings plans.

The Company will make an annual non-discretionary match contribution of \$0.50 per \$1.00 up to 8% of employee contributions; Company contributions will be based on employee contribution amounts for the previous calendar year and will be made during the first quarter of each year beginning in 2018.

Implement the auto-enrollment feature in the ASRC Incentive Savings Plan for all new hires whose hire date is four (4) months after a successful ratification at a 6% contribution rate.

Implement the auto-increase feature in the ASRC Incentive Savings Plan for all new hires whose hire date is four (4) months after a successful ratification at 1% increments annually up to a maximum of 15%.

SECTION IV - ASRC LONG TERM DISABILITY PLAN

Effective March 2, 2015, the Company will establish a Long Term Disability Plan, which will be paid for by the Company and will cover all full-time bargaining unit employees hired on or after March 2, 2005 and have been employees of the Company for at least ten (10) years.

The Plan will pay eligible disabled employees 50% of their base pay, which is defined as 40 times the employee's Average Straight Time Hourly Earnings, offset by Social Security disability payments or earned income, Workers Compensation payments and other payments received on account of disability. Income received as a result of employee paid insurance will not be offset.

Disability will be defined as an employee's inability to perform the functions of his or her current job and inability to qualify for transfer to another job or position in the bargaining unit. Payments will continue for as long as the employee remains disabled or until age 62, whichever is sooner. Disability payments will cease when an employee receives a distribution from the ASRC Defined Contribution Retirement Plan.

During the entire time an employee is receiving payments under this Long Term Disability Plan or is not receiving payments solely because the amount of his or her payments under the Plan is totally offset by Social Security disability payments, earned income, Workers Compensation payments or other payments received on account of disability, he or she will continue to accrue Credited Service for purposes of eligibility and contributions under the ASRC Defined Contribution Retirement Plan, and contributions will continue to be made under that plan as if the employee were working 40 hours per week.

Employees receiving payments under this Long Term Disability Plan or not receiving payments solely because the amount of payments under the Plan is totally offset by Social Security disability payments, earned income, Workers Compensation payments or other payments received on account of disability are eligible for active benefits provided under the Pension and Insurance Agreement. Such employees will continue to accrue Credited Service to qualify for retiree health care benefits, for which under current rules, the employee will qualify after 10 years of service at age 55 or after 5 years of service at age 60.

During the entire time an employee is receiving benefits under this Long Term Disability Plan, he or she will continue to accrue service credit under the American Synthetic Rubber Company Defined

Contribution Retirement Plan, and contributions will continue to be made under that plan as if the employee were working 40 hours per week.

Employees receiving Long Term Disability benefits will continue to be eligible for active benefits.

If an employee should pass away while receiving Long Term Disability Benefits, his or her spouse will receive the employee's benefits for an additional 3 months, in addition to any other benefits to which the spouse may be entitled.

SECTION V - INSURANCE BENEFITS
ARTICLE I - DEFINITION

The Company will provide the following life insurance, accident and sickness, hospitalization, in hospital medical and surgical benefits without cost to the Employees:

A. Life Insurance:

- (1) Each Employee shall be provided with \$75,000 life insurance and accidental death, and dismemberment insurance benefits during the term of this Agreement.

Active participants on the Emergency Response Team will receive an additional AD&D policy of \$20,000.

- (2) An employee will be permitted to purchase an additional amount of Life and Accidental Death and Dismemberment Insurance of \$20,000, \$40,000 or \$60,000 by paying the Company's group rate premium.

- (3) Except as specifically provided in this Paragraph (3), all life insurance coverage hereunder shall cease 31 days after the date of termination of an Employee's regular active employment with the Company regardless of the reason therefore, except Employees on leave of absence. Employees who retire on or after March 3, 2024 shall receive the following:

- (a) The life insurance coverage of an Employee who is retired under the Pension Plan and who is entitled to normal or early pension benefits shall be \$75,000 which will reduce to \$5,000 in equal monthly amounts over a thirty (30) month period.

Month Following Retirement	Life Insurance Death Benefit
At Retirement	\$ 75,000
1	\$ 72,667
2	\$ 70,333
3	\$ 68,000
4	\$ 65,667
5	\$ 63,333
6	\$ 61,000
7	\$ 58,667
8	\$ 56,333
9	\$ 54,000
10	\$ 51,667
11	\$ 49,333
12	\$ 47,000
13	\$ 44,667
14	\$ 42,333
15	\$ 40,000

Month Following Retirement	Life Insurance Death Benefit
16	\$ 37,667
17	\$ 35,333
18	\$ 33,000
19	\$ 30,667
20	\$ 28,333
21	\$ 26,000
22	\$ 23,667
23	\$ 21,333
24	\$ 19,000
25	\$ 16,667
26	\$ 14,333
27	\$ 12,000
28	\$ 9,667
29	\$ 7,333
30	\$ 5,000

(b) Life insurance coverage of an Employee who is eligible for a deferred vest pension and whose employment with the Company is terminated at or after his attainment of the age of 60 years in the amount of \$2,250.00 shall be made effective as of the first day of the month for which he receives a deferred vested benefit and shall thereafter be continued in force.

(c) After March 3, 2024, the life insurance coverage of an Employee who is retired before age 65 because of permanent disability as defined in said Pension Plan will be continued in the full amount until the Employee attains age 65, thereafter, his life insurance coverage amount will reduce to \$5,000 in equal monthly amounts over a thirty (30) month period effective as of the first day of the month for which he obtains age 65.

(d) After March 3, 2024, the life insurance coverage of an Employee who receives a Severance Award as provided in Section I, Retirement Benefits, Article VII, except for those paid in accordance with Article VII (c) will be continued in the full amount until the Employee attains age 65, thereafter, his life insurance coverage amount will reduce to \$5,000 in equal monthly amounts over a thirty (30) month period effective the first day of the month in which he obtains age 65.

(e) An employee will be permitted to continue his Life and Accidental Death & Dismemberment Insurance during periods of layoff by advance payment of the Company's group rate premium, up to a maximum period of 24 months.

(4) Survivors Income Benefits

(a) If an Employee dies on or after March 3, 2024, while insured for Survivors Income Benefits, leaving one or more Survivors, as defined below, payment of not more than 24 monthly Survivor Income Benefits ("Transition Survivors Benefits") shall begin, provided at least one of such Survivors is living on the first day of the month following the Employee's death and then qualifies as his Survivor.

(b) The amount of monthly Transition Survivor Income Benefit shall be \$200 for any month in which there is only one Survivor of the deceased Employee eligible to receive such benefit. For any month in which there are two or more Survivors of the deceased Employee eligible for a Transition Survivor Income Benefit, the amount of Benefit payable hereunder to each such Survivor for such month shall be a fraction of the Benefit that would be paid to him as a sole survivor, the numerator of such fraction being 1 and the denominator of such fraction being a number equal to the total number of all Survivors who would be eligible for a Transition Survivor Income Benefit but for their eligibility for Federal Social Security Benefits. No monthly Transition Survivor Income Benefit, however, shall be paid to any Survivor for any month for which such Survivor is then eligible for an unreduced old age survivor's or disability benefit under the Federal Social Security Act as then in effect.

(c) The first such Benefit is payable on the first day of the month following the Employee's death. Thereafter, a monthly Transition Survivor Income Benefit is payable on the first day in each of the next 23 months, but if on the first day of any month after the Employee's death no person then living qualifies as his Survivor, no such Benefit is payable for that month or any subsequent month.

(d) Survivors are classified and defined as follows:

(1) A "Class A Survivor" means the Employee's spouse whether or not remarried, but only if married to the Employee for at least one year immediately prior to the Employee's death, and only if the spouse was wholly or partially dependent on the Employee during the calendar year preceding the employee's death, as evidenced by the fact that the Employee's earned income during such year was at

least as much as the spouse's earned income during such year, or the spouse, at the time such Survivor Income Benefit is payable has a Class B Survivor dependent on the Employee.

(2) A "Class B Survivor" means the Employee's child who at the Employee's death and at the time a Survivor Income Benefit first becomes payable to such child is both unmarried and either (i) under 21 years of age or (ii) at least age 21 but under age 25, or (iii) totally and permanently disabled at any age over 21; provided, however, that a child under clause (ii) or (iii) must have been legally residing with and dependent upon the Employee at the time of his death. A child ceases to be a Class B Survivor upon marrying or, if not totally and permanently disabled, upon reaching his or her 25th birthday. To qualify as the Employee's child, the child must be one of the following:

- (i) The Employee's own child born prior to the first of the month following the Employee's death.
- (ii) The Employee's legally adopted child or a child with respect to whom he had initiated legal adoption proceedings which were terminated by his death.
- (iii) The Employee's step child who resided with him at the time of his death.

(3) A "Class C Survivor" means the Employee's parent for whom he had, during the calendar year immediately preceding his death, provided at least 50% of such parent's support, if such parent was:

- (i) The Employee's father or mother by blood relationship, or;
- (ii) The Employee's adopting parents.

(4) The Survivors entitled to each monthly Transition Survivor Income Benefit that becomes payable under this Paragraph 4 shall be determined as follows:

- (i) The Employee's Class A Survivor who is living on the first day of a month shall be entitled to the Benefit payable for such month;
- (ii) If the Employee's Class A Survivor is not living on the first day of a month, persons who qualify on that day as his Class B Survivors excluding any then deceased, shall be entitled to the Benefit payable for that month;
- (iii) If the Employee's Class A Survivor is not living on the first day of a month and no living person qualified on that day as the Employee's Class B Survivor, persons who qualify on that day as the Employee's Class C Survivors, excluding any then deceased, shall be entitled to the Benefit payable for that month.

(a) An Employee may not assign his Survivor Income Benefits and his Survivors may not assign any monthly Survivor Income Benefit that becomes payable. To the extent permitted by applicable law, monthly Survivor Income Benefits shall not be subject to attachment or other encumbrance or subject to the debts or liability of any Survivor.

(b) Survivor Income Benefits become payable only if due proof of the Employee's death is submitted to the Employer. Payment of each monthly Survivor Income Benefit is subject to the condition that the person claiming the Benefit submit to the employer due proof of entitlement to such benefit.

(c) If the Employee dies while insured for Transition Survivor Income Benefits and if such Employee is survived by a Class A Survivor who was at least 50 years of age at the Employee's death, such Survivor shall become eligible for Bridge Survivor Income Benefit. The monthly amount of the Bridge Survivor Income Benefit shall be \$200.

A Bridge Survivor Benefit shall be paid to an eligible Survivor on the first day of each month, beginning with the 25th calendar month following the death of the Employee and ending with the first day of the month in which such Survivor remarries, dies, attains age 62 or attains such lower age at which full widows or widowers Insurance Benefits become payable under the Federal Social Security act as it may be amended; provided, however, that no monthly Bridge Survivor Income Benefit shall be payable for any month for which such Survivor is eligible to receive Mother's Insurance Benefits under such Acts.

(5) An employee shall have the right to convert all or part of any terminated life insurance provided he makes application to the insurance company within thirty one (31) days after termination of employment for a policy of life insurance in any one of the forms customarily issued by the insurance company (except term insurance) in accordance with the standard rules and regulations of that company covering such conversions.

B. Accident and Sickness Benefits

During the term of this Agreement the Company will provide a plan of accident and sickness benefits for all Employees, described as follows:

(1) General

Benefits will be paid because of a disabling accident or sickness while under the care of a doctor licensed to practice medicine. Benefits will be payable from the first day of disability due to accident. Benefits will be payable from the earlier of the first calendar day of hospital confinement, or where services that typically require hospital confinement are administered as outpatient services, or the eighth day of disability in case of sickness. Benefits will be paid for the duration of the disability not to exceed 52 weeks for each period of disability. Benefits for disability due to pregnancy will be available only if the pregnancy commences after the Employee becomes insured hereunder.

Periods of disability due to the same cause will be considered the same period of disability unless separated by return to full time work at least two (2) weeks. Periods of disability due to different causes will be considered different periods of disability without requiring a return to work.

Benefits will be paid if the Employee is either a donor or a recipient of an organ or tissue transplant.

(2) Benefits

The weekly benefits shall be 50% of the Employee's base hourly rate of pay (with a minimum of \$480 per week for the life of this 2024 Agreement) until an employee becomes eligible for and starts receiving Social Security disability benefits. However, after the employee has been off long enough to become eligible for Social Security benefits, he must apply for these benefits and the amount of money received from Social Security will be applied toward the weekly benefits of 50% of the Employee's base hourly rate of pay (with a minimum of \$480 per week for the life of this 2024 Agreement). If an Employee fails to apply for these benefits the amount of such disability payment benefits shall be deducted from the weekly benefits otherwise payable hereunder. The Employee's benefit period shall not exceed 52 weeks for any one period of disability.

For employees working the eight (8) hour shift schedule, the benefit will be based on forty (40) hours per week. For employees working the twelve (12) hour shift schedule, the benefit will be based on forty-two (42) hours per week.

(3) In the event an Employee receives weekly Workmen's Compensation benefits for any period with respect to which he is entitled to benefits under this Article I, B, of the Insurance Agreement, the amount of such weekly Workmen's Compensation benefits shall be deducted from the amount of the weekly benefit otherwise payable hereunder.

(4) Eligibility for Insurance

(a) Active Employees (except new employees) in the bargaining unit will receive coverage on March 3, 2024.

(b) New Employees will become insured on the 31st day of continuous service.

(c) Employees not actively at work on the date their coverage would otherwise become effective will immediately become insured upon return to active work. The foregoing shall not be construed to exclude Employees from coverage, who are on vacation or leave of absence for Union activities while working for the Credit Union, or who are working less than their standard shift.

(5) Layoff

(a) In the event of layoff, coverage will be continued to the end of the calendar month following the month during which the layoff occurs.

(b) Employees re employed with credit for prior service will have an immediate reinstatement of coverage.

(6) Leave of Absence

(a) During authorized leave of absence except for Military Service, coverage will be continued for a period of ninety (90) days.

(b) Notwithstanding the aforementioned, such insurance coverage will be continued while an employee is employed by the Local or International Union in an official or representative capacity, while representing the Local Union with a State, County, or City Council of the AFL CIO, or while working for the Credit Union.

(7) Termination of Insurance

Except as described in the "Layoff" and "Leave of Absence" paragraphs above, all insurance will terminate when active employment with the Company terminates.

(8) Effect of Statutes or Regulations

The insurance plan as described above may be appropriately modified where necessitated by Federal or State Statute or Regulation.

(9) Certificate

An insurance certificate or rider shall be issued to each Employee outlining his benefits and privileges in connection with insurance coverage provided hereunder.

(10) The Company will be required to pay A&S Benefits directly to the Employee upon receipt of required proof of disability. The Employee will repay the Company when the check is received from the insurance company by endorsing the check over to the Company. In order for an Employee to receive a check, his required proof of disability must be received by the Company insurance office no later than Friday noon in order to receive an A&S benefit check on the following Thursday.

(11) Any Employee off work due to injury or illness that is requested to be examined by the Company doctor and does not keep his appointment to see the doctor will not be paid A&S Weekly Benefits from the date of his scheduled appointment until he is examined by the Company doctor. If for some legitimate reason the employee cannot keep the scheduled appointment to see the Company doctor, he must prior to his appointment contact the Company Nurse, and another appointment will be made at the earliest time. If there is a disagreement between the Company physician and the Employee's physician regarding the advisability of returning the Employee to the job, the Company will select a third physician in the presence of a Union Representative. The third physician will render a final decision. If the third physician cannot be agreed upon, then the third physician will be chosen by having a drawing from the list of specified physicians in the field of the Employee's illness to which he claims disability which are listed in the current Jefferson County Medical Society Roster. The medical opinion of such third physician after examination of the Employee shall decide such question. If an appointment with the third physician cannot be made within five (5) days from the drawing, then the drawing will continue until an appointment can be made within the range of five (5) days. The fees and expenses of such third physician shall be paid by the Company.

C. Medical Insurance

- (1) During the term of this Agreement, Employees will have availability to them the following:

Medical Plan - Blue Cross/Blue Shield, which includes an optional Flexible Spending Account (FSA) for Healthcare and Dependent Care – Ending of Affordable Care Act (ACA) grandfather status for Active employees will occur, and the Company will implement preventive care as required by HHS Standards on 1/1/2018.

Prescription Drug Plan -Med Impact– Compound drugs and National Formulary programs by Med Impact will be put in place 1/1/2018.

Teleconsultation services will be offered for general medicine and Dermatology effective 1/1/2025. The benefit level shall be the same as an in-person office visit.

- “Teleconsultations” are defined as visits conducted via telephone or video chat/call where the provider does not practice from a local physical (“brick/mortar”) facility. These visits are not with the member’s primary care physician. This service is offered for general medicine and dermatology through the current TPA’s standard virtual care offering.

Telehealth visits will be covered at the same benefit level as an in-person office visit effective 1/1/2025.

- “Telehealth” is defined as visits with a member’s local provider who allows established patients to receive services telephonically or through video consultation as an alternative to in-person visits at the provider’s physical facility.

Dental Plan - Metlife

VSP Vision Plan - Employee Paid

During the term of this contract, the Company may purchase such substantially comparable coverage from any carrier, but will advise the Union of the carrier, and any change in coverage. All benefits and entitlements will be governed by the terms of the insurance plans.

(2) Surviving Spouse

The surviving spouse and eligible dependents of (i) a deceased Employee who retires on or after March 3, 2024, and was eligible for a pension (other than a deferred vested pension) (ii) a deceased Employee who was eligible to receive a Severance Award upon his termination of employment on or after March 3, 2024, and at or after attainment of age 65, and (iii) a former Employee whose employment was terminated on or after March 3, 2024, at or after attainment of age 60 and who dies after he has commenced to receive a deferred vested pension, shall be entitled to continue to receive the benefits of this Section C including Medical, Prescription Drug, and Dental, until death or remarriage to the extent that such surviving spouse was entitled to such benefits as a dependent immediately prior to the death of such deceased former Employee.

The surviving spouse and eligible dependents of an Employee whose death occurs at a time such Employee had attained age 55 or more, and had accrued 10 or more years of credited service, and had in force the coverage provided under this Section C, will continue to be eligible to receive such benefits until the earlier of the date of death or remarriage of the surviving spouse. However, in the event there is no surviving spouse, or if the surviving spouse dies, and surviving dependent who was covered for these benefits as an eligible dependent shall continue to be eligible to receive such benefits so long as he continues to qualify as such.

Coverage shall be extended for six months for the spouse and/or dependent children of an Employee who dies and as of the date of death, had in effect the coverage provided under Article I, Section C.

D. Eligibility for Insurance

(1) All Employees (except new employees) in the bargaining unit at the Plant in the active employment of the Company on March 3, 2024, shall be immediately eligible for the benefits of this Plan, and all new Employees shall become eligible for such benefits on the 31st day of continuous service.

(2) The foregoing shall not be construed to exclude Employees from coverage who are on vacation, leave of absence for Union activities, or while working for the Credit Union, to those employed by a Local or

International Union in an official of representative capacity, while representing the local union with a State, County or City Council of the AFL CIO, or who are working less than their standard shift. Until such return to active work, such Employees will be covered under the Company's Hospital, Surgical, and In-Hospital Medical Insurance Program in effect immediately prior to March 3, 2024, and shall receive the benefit, if any, to which they may be entitled under such Program.

(3) Coverage for an Employee's dependents will become effective on the same date as the Employee's coverage except that if a dependent is confined in a hospital (other than by reason of birth) when the insurance for that dependent would otherwise become effective, the insurance will become effective upon final discharge from the hospital.

(4) Eligible dependents are wives or husbands of Employees and unmarried children less than nineteen (19) years of age. An unmarried child nineteen (19) years of age or over who is dependent upon the Employee for support and maintenance will also be an eligible dependent provided he is either a full time student or mentally or physically incapable of self-support.

The words "child" or "children" in addition to the Employee's own children, includes such stepchildren, foster children, or other children (if unmarried) as depend wholly upon the Employee for support and maintenance and live with him in a normal parent child relationship.

Newly acquired eligible dependents (other than by reason of marriage, birth or legal adoption) will be covered beginning on the first day of the third month following the month notice is given to the Company of such newly acquired dependent.

(5) The Employee shall complete proper insurance forms to be made available to him for the recording of eligible dependents. The Employee shall promptly advise the Company of any changes in or additions to his eligible dependents.

(6) Layoff. (This complete Section 6 is applicable to USW Local 1693-04 production Employees only).

(a) In the event of layoff, coverage under Section C & D will be continued without cost to the Employee for 90 days following layoff.

(b) Thereafter, coverage will be continued without cost to the Employee for a period during which he is laid off for one of the reasons set forth in Article I, Section 4 (a) of the 1984 Supplemental Unemployment Benefits Plan established by agreement between the parties hereto, and with respect to which he receives no earnings for work performed for the Employer, but the maximum period of such continued coverage shall be determined in accordance with the following table:

Maximum Number of Full Weekly SUB Benefits to Which Employee's Credit Units as of Last Day Worked Prior to Layoff Would Entitle Him.	Maximum Number of Months for Which Hospital, Surgical, and Medical Expense Coverage Will be Continued Without Cost to Employee.
16-19	1
20-23	2
24-27	3
28-31	4
32-35	5
36-39	6
40-43	7
44-47	8

1. In applying the above table, the "Maximum Number of Full Weekly SUB Benefits to which Employee's Credit Units as of Last Day Worked Prior to Layoff Would Entitle Him" shall be determined by dividing the number of the Employee's Credit Units under the Supplemental Unemployment Benefits Plan by the number of Credit Units to be cancelled for one SUB Benefit in accordance with the Credit Unit Cancellation table contained in Article III, Section 4 of such Supplemental Unemployment Benefits Plan, based on the employee's seniority and the Trust Fund Position in effect as of the last day worked prior to layoff. The "Maximum Number of Months for Which Hospital Surgical and Medical Expense Coverages will be continued without Cost to Employees" shall commence with the first full calendar month of layoff.

2. With respect to any period of continuous layoff changes in an Employee's Credit Units, Seniority or Trust Fund Position subsequent to the date layoff begins shall not change the number of months of continued coverage for which such Employee is eligible.

3. In the event that the aforesaid 1984 Supplemental Unemployment Benefits Plan shall be terminated in accordance with its terms prior to the termination of this Agreement, Subparagraph (b) of this Paragraph (6) shall thereupon cease to have any force or effect.

4. The foregoing provisions of the Subparagraph (b) shall be subject to the Employer obtaining and retaining from Commissioner of Internal Revenue and from the United States Department of Labor the rulings referred to in the Agreement between the parties of even date herewith amending the agreement on October 30, 1962, and shall be effective with respect to layoffs commencing on or after the first day of the month following the month in which such rulings are received by the Employer. Pending receipt of said rulings the foregoing provisions of this Subparagraph (b) will nevertheless be made operative as to any Employee for a period up to 90 days.

(c) The maximum period of coverage under this Paragraph (6) shall be 24 consecutive months following the month in which the Employee was laid off. For any month in this period not covered by Employer furnished coverage the Employee may continue the coverage by payment in advance at the Group Rate, if arranged for prior to the expiration of such Employer furnished coverage.

(d) An Employee on layoff may not continue his coverage as provided in (a) above while covered by any other Employer furnished noncontributory hospital, medical, and surgical benefit program; however, when he ceases to be covered by any such other program, he may then resume coverage hereunder for the remainder of the 24 month maximum period. In order to remain eligible for continued coverage as provided in (a) above, the Employee must maintain such coverage continuously, except as provided above in this Subparagraph (b).

(e) Employee re employed with credit for prior service will have an immediate reinstatement of coverage.

(7) Leave of Absence

(a) During authorized leave of absence, except for Military Service, coverage will be continued for a period not to exceed ninety (90) days. Employees on leave of absence extending beyond such ninety (90) days period shall receive the benefits herein described upon payment of the required premium, provided, however, that the continuance of such benefits shall be without cost to the Company.

(b) Notwithstanding the aforementioned, such insurance coverage will be continued with an Employee who is employed by the Local or International Union in an official or representative capacity, while representing the Local Union with a State, County, or City Council of the AFL CIO, or while working for the Credit Union.

(8) Injury or Sickness

Employees off work due to injury or sickness will continue to be insured, subject to the provisions contained herein, during the period in which they accumulate seniority.

(9) Termination of Insurance

(a) Except as described in the "Layoff" and "Leave of Absence" paragraph above, all insurance will terminate when active employment with the Company terminates except as follows:

(i) The hospital, surgical, and hospital medical expense benefits for an Employee or dependent will be extended for the remainder of 365 days following termination of insurance to cover a hospital confinement or an operation resulting from continuous total disability which began while the insurance was in force.

(ii) Maternity benefits hereunder will be extended for nine (9) months to cover a hospital confinement or obstetrical procedure due to a pregnancy which commenced before the insurance terminated.

(iii) The continuation of health care coverage rules contained in the Internal Revenue Code and the Employee Retirement Income Security Act of 1974, as amended, apply to this Agreement and may extend health benefits in certain circumstances.

(b) The provisions hereof as described above may be appropriately modified where necessitated by Federal or State Statute or Regulation.

(c) Employees who are receiving or hereafter receive a retirement benefit other than a deferred vested pension under this Agreement and Employees who are eligible for a Severance Award by reason of having reached Normal Retirement age and as described in Section I, Retirement Benefits, of this Agreement, shall receive healthcare benefits under a separate Retiree healthcare Program managed per the letter dated March 2, 2005 regarding the Retiree Healthcare Premiums For Cost In Excess Of The Limitations as well as the letter dated March 3, 2024 regarding The Aggregation of Healthcare Cost Limitations and Administration of Retiree Healthcare, both contained herein. Each Employee eligible for a deferred vested pension whose employment with the Employer is terminated at or after his attainment of the age of 60 years shall also receive such benefits effective as of the first day of the month for which he receives a deferred vested pension. To the extent that such Employees are covered hereby only those dependents who are dependents at the time of the employee's retirement shall be covered by this provision. This paragraph shall not apply to an Employee receiving Severance Award for reasons other than reaching Normal Retirement age.

Retiree coverage may not be better than coverage for active employees.

(d) An insurance certificate or rider shall be issued to each Employee, outlining the benefits and privileges in connection with the insurance coverage provided hereunder.

F. Supplemental Workmen's Compensation Benefits

Effective with respect to an absence caused by occupational injury or occupational illness, beginning on and after March 3, 2024, the following plan of Supplemental Workmen's Compensation Benefits will continue in effect for the duration of this Agreement for all Employees in the bargaining unit.

(1) General

Subject to the conditions stated in Paragraph (4) below, an Employee who is absent from work due to a disability caused by occupational injury or occupational illness resulting from employment with the Company, and who becomes eligible for weekly benefits under the Workmen's Compensation Law for such absence, will receive the amount of Supplemental Workmen's Compensation Benefits specified in Paragraph (2) below. No payment shall be made hereunder unless the absence continues long enough for weekly benefits to be paid therefore under the applicable Workmen's Compensation Act, but when payments are made hereunder for an absence, the amount of payment will be computed from the first day of such absence.

(2) Amount of Benefit

(a) The weekly benefits will be \$480 per week effective March 3, 2024 minus weekly benefits under the applicable Workmen's Compensation act. The Employee will not receive any benefits until his absence continues long enough for payments to be made under the Workmen's Compensation Act. If an Employee is absent due to an occupational illness or injury resulting from employment with the Company, but is absent less than the time required to be eligible for Benefits under the Workmen's Compensation Act, he will receive A&S Benefits for that time lost.

(b) After the Employee has been off long enough to become eligible for and starts receiving Social Security benefits he must apply for these benefits and the amount of money received from Social Security will be applied toward his weekly benefits of \$480 per week. If an Employee fails to apply for these benefits the amount of such disability payment benefits shall be deducted from the weekly supplemental Workmen's Compensation benefits otherwise payable hereunder.

(3) Duration of Payment

For an Employee on Workmen's Compensation, he will receive \$480 per week for the duration of the Employee's disability, but not to exceed fifty two (52) weeks for each period of disability. Periods of disability due to the same cause will be considered the same period of disability unless separated by return to full time work for at least ninety (90) days. Periods of disability due to different cause will be considered different periods of disability if separated by return to full time work.

(4) Conditions of Payment

Benefits pursuant to this Plan will be paid for any absence caused by occupational injury which is reported to the Company promptly after such injury occurs, and for any absence caused by occupational illness which is reported to the Company promptly after the time the Employee becomes aware of the existence of such illness.

(5) Grievance Procedure

If any difference shall arise between the Company and any Employee who shall be an applicant for Supplemental Workmen's Compensation Benefits with respect to such Supplemental Workmen's Compensation Benefits, and if agreement cannot be reached between the Company and such Employee on such difference, it may be taken up as a grievance under the Grievance Procedure provided for under the

Collective Bargaining Agreement, at the level at which a grievance is presented to the Company's grievance committee. If any such grievance shall be taken before an impartial umpire in accordance with such procedure, then the impartial umpire shall have authority only to decide the question pursuant to the provisions of this Plan applicable to the question, but he shall have no authority in any way to alter, add to, or subtract from any of such provisions. The decision of the impartial umpire on any such question shall be binding on the Company, such Employee, and all other interested parties.

G. Miscellaneous

(1) The Company may enter into a contract or contracts with an insurance company or companies to provide the benefits described in this Article I of Section II of this Agreement, and upon so doing the Company shall be relieved of any individual liability to any Employee other than to maintain such contract or contracts in force provided no contracts shall alter, amend or detract from the provisions of this Agreement. In the event any dispute shall arise, as to whether the Company has provided the insurance benefits herein above described in this Article I, such dispute shall be subject to the grievance procedure of the applicable collective bargaining agreement between the parties, including the Board of Arbitration, with the exception that any such grievance shall be first presented to the Personnel Director.

In the event the Agreement is terminated during the term of this Plan the grievance provisions of the agreement shall be considered to be in effect for the processing of insurance disputes.

(2) It is intended and understood that the insurance benefits provided in this Article I are to be in substitution for similar benefits which are or shall be made by any law or laws. Amounts required to be paid by the Company either as contributions, taxes, or benefits under any law or laws providing non occupational insurance benefits shall reduce to that extent the amounts the Company shall be required to pay under this Article, and appropriate readjustments shall likewise be made in the benefits.

There shall be no duplication of benefits under any Company-furnished insurance plan.

ARTICLE II GENERAL PROVISIONS

(1) During the term of this Agreement neither the Union or any of its officers or representatives nor any of the Employees shall:

(a) Demand 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 pension or insurance benefits for the Employees; or

(b) Demand that the pension benefits, the insurance benefits, or the severance benefits of this Agreement be changed in any respect or terminated, or that new pension, insurance severance or similar benefits be established or that the amount which the Company is required to pay or causes to be paid or provided for any or all such benefits for the Employees be increased; or, (c) Engage or continue to engage in, or in any manner encourage or sanction any strike, work stoppage, interruption, or impending of work at the Louisville Plant of the Company for the purpose of securing any such increase, or any such change, or any other action with respect to pension, insurance benefits, or severance awards. 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 matters covered by or relating to clauses (a), (b), and (c), of this Paragraph.

(2) If the stockholders and/or the Directors of the Company do not approve this Agreement, the Union shall have the right to terminate any and all Company-Union Collective Bargaining Agreements respecting the subject of wages, hours, and working conditions upon sixty (60) days prior notice in writing, notwithstanding the termination provisions of the Company Union collective bargaining agreements. If the Director of Internal Revenue does not approve the Pension Plan provided for herein, the parties will negotiate in good faith to eliminate his objections.

(3) If the applicable Collective Bargaining Agreement respecting the subjects of wages, hours, and working conditions is at any time cancelled, such cancellation shall not operate as a cancellation of this Agreement.

(4) This Agreement shall be in full force from March 3, 2024, to and including March 3, 2029, and thereafter shall renew itself for yearly periods unless written notice of desire to amend and/or terminate this Agreement is given by the Union or the Company to the other party not more than eighty nor less than sixty days prior to the expiration date of the original term or any renewal term. In the event such notice to amend and/or terminate is given, either party then may serve a written sixty days' notice to terminate the applicable Collective Bargaining Agreement. If negotiations are not satisfactorily concluded prior to said expiration date, this Agreement, together with the applicable Collective Bargaining Agreement, shall terminate, unless both shall be extended by mutual agreement of the parties.

(5) Notwithstanding the termination of the Pension and Insurance Agreement, the Benefits described therein shall be provided for thirty (30) days following termination.

(6) In the event that at any time the applicable Collective Bargaining Agreement shall have been terminated by either the Union or the Company in the exercise of a right given in the Agreement to cause such termination of the applicable Collective Bargaining Agreement in conjunction with the termination of this Agreement and the parties shall subsequently settle the issues involved pertaining to this Agreement, the applicable Collective Bargaining Agreement shall be immediately reinstated in full force and effect.

(7) Any Employee or spouse reaching the age which they are eligible for Medicare Part A & B either working or retired, must make application for the benefits at the earliest date of eligibility. The Company will reimburse the Employee the cost for Part B of the Medicare program for the cost of the Medicare premium as of the first quarter 2002 (\$54). The Employee must apply for this insurance at the earliest date it is available to them. If the Employee fails to apply they will be responsible for the difference between the

Company insurance program and the payments made by Medicare. All Medicare bills must be sent to Medicare first for payment, and after Medicare has considered the medical charges, they are to be sent to the carrier for payment along with the Medicare worksheet. When an employee meets the initial yearly deduction with Medicare on surgical and medical hospital fees which is not covered under the Medicare program, the carrier will pay these deductions in advance of receiving Medicare worksheets.

(8) Reasonable and customary will apply to all articles in this Insurance Agreement except where a dollar amount is specified. When an overcharge above Reasonable and Customary is charged to an employee and if, to the carrier, a charge appears to be excessive, it will take appropriate steps to obtain information and medical advice which might support the additional amount. It will accept the recommendations of independent professional sources such as Medical Society Review Committees. If the charge still appears to be excessive it will take every reasonable action to resolve it without residual payment by the Employee, including the defense of a legal proceeding. If, after the proceedings, the legal process by the carrier is complete and the overcharge is upheld, the Employee will not be required to pay this overcharge. If an Employee (dependent) contracts with a doctor for a charge in excess of a reasonable amount, as determined by the carrier, the Plan will not pay such excess.

ARTICLE III DURATION

1. This Pension and Insurance Agreement shall be for a period of 5 years from March 3, 2024, to and including March 3, 2029, and shall continue from year to year thereafter unless and until either party not less than 60 days before the end of the contract period shall give notice in writing to the other party of its desire to terminate the Agreement or make changes therein. In the event such notice shall be given, the negotiations shall immediately commence between the parties hereto and the provisions of this Agreement shall remain in effect pending such negotiations.

2. This Insurance Agreement shall be deemed to cover all bargainable issues between the parties.

This Insurance Agreement shall become effective by ratification of the Local Union and approval of the International Union.

The Company and the Union may, by mutual agreement in writing, change the provisions of this Insurance Agreement at any time.

APPENDIX

“The language below was in Article II – Union Security and was made no longer enforceable due to changes in Kentucky law in January 2017. In the event the law changes to restore its enforceability, the language below shall then become operative.”

ARTICLE II - UNION SECURITY FOR 8 AND 12 HOUR

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 his membership in the Union to the extent of paying membership dues.*

2. *Any person hired as a new employee and any employee who is hereafter transferred into the bargaining unit on or after the effective date of this Agreement, shall become a member of the Union within 90 days following the date of employment or transfer and shall, as a condition of employment, maintain his membership in the Union to the extent of paying an initiation fee (if due) and current periodic membership dues.*

3. Any employee who is not a member of the Union shall, as a condition of employment, become a member of the Union within 90 days from the effective date of this agreement and shall maintain his membership in the Union to the extent of paying an initiation fee (if due), and current periodic membership dues. An employee who is on layoff, on leave of absence, or absent due to injury or illness, shall comply with the requirement of this Paragraph within 90 days following his return to work.

4. Paragraphs 1, 2, and 3 shall not apply to any employee who is denied a membership in the Union, or whose membership therein has been terminated for reasons other than his failure to tender the regular initiation fee and monthly membership dues in such amount as may be fixed by the local union in accordance with the procedure prescribed by the Constitution of the International Union.

5. Any employee who fails to maintain his membership in the Union to the extent of paying membership dues, shall not be retained in the employ of the Company, provided that the Union shall have given written notice to the Company of such failure and such employee shall have failed to comply with the provision of this Article within fifteen (15) days after the receipt of such notice.

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

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

American Synthetic Rubber Company

Thomas M. Conway, International President

Kris Strasser, Director Labor Relations, Michelin NA

John Shinn, International Secretary/Treasurer

Rontrel Johnson , ASRC Director of Personnel

David McCall, International VP

Steve Hornback, ASRC Labor Relations Manager

Fred Redmond, International V.P. (Human Affairs)

Courtney Kaml, ASRC Production Manager

Ernest R. Thompson, Director, District 8

Chris Ormes, Sub-district Director

Gordon Nichols, Staff Representative

Local Union Committee:

Gary Clemons, Unit President, 1693-04

Jason Reas, Committeeman

Cody Kirchner , Committeeman