Collective Bargaining Agreement

Titan Tire Corporation of Bryan

And

The United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union and its Local Union No. 890L

November 17, 2024 through November 16, 2028

CONTENTS

Agreement		4
Article 1	Recognition	4
Article 2	General Provisions	5
Article 3	No Strike - No Lockout - Non-Liability	5
Article 4	Management Rights	6
Article 5	Union Check-off	7
Article 6	Union Activities	8
Article 7	Discipline	10
Article 8	Grievances	11
Article 9	Seniority	16
Article 10	Break in Seniority	26
Article 11	Leave of Absence	27
Article 12	Military Leave	31
Article 13	Hours of Work	32
Article 14	Equalization of Overtime	36
Article 15	Wage Application	43
Article 16	Holidays	46
Article 17	Vacations	48
Article 18	Job Classifications and Rates of Pay	53
Article 19	Educational Allowance	54
Article 20	Health, Safety and Training	54
Article 21	Supervisors Working	58
Article 22	Group Insurance…	58
Article 23	Effect of Agreement	62
Article 24	Duration of Agreement	63
Signatures		64

Attachments

Schedule A Job Departments, Classifications and Grades 65
Schedule B Titan Tire Wage Table 67
Schedule C Twelve Hour Rotation Schedule 68
Schedule D Pension Trust Incorporation Agreement 69
Schedule E Holidays 74
Schedule F Miscellaneous 75
Schedule G Bryan Incentive Plan 79

AGREEMENT

THIS AGREEMENT is entered into as of the _____, by and between Titan Tire Corporation (hereinafter called "Titan", the "Employer", or the "Company") applicable to the Employees of the Company's Bryan, Ohio plant and The United Steel, Paper And Forestry, Rubber, Manufacturing, Energy, Allied Industrial And Service Workers International Union and its Local Union No. 890L (hereinafter called the "Union").

ARTICLE 1
RECOGNITION

1.1 The Company recognizes the Union as the exclusive collective bargaining agent for the Employees of the Company in this facility and the Company agrees to meet with and bargain with the accredited representatives of the Union on all matters pertaining to wages, rates of pay, hours of employment and other conditions of employment. The Union recognizes the responsibility imposed upon it as the exclusive bargaining agent of the employees and realizes that in order to provide maximum opportunity for continuing employment, good working conditions, and better than average wages, the Company must be in a strong market position, which means that it must produce efficiently, consistent with fair labor standards. The Union, through its bargaining agency, will cooperate with the Company in the attainment of these goals.

1.2 The term "employee" or "employees", for the purpose of this Agreement shall apply only to all production and maintenance employees in the Bryan plant, or in any local expansion of the existing unit thereof now included in the bargaining unit, subject to the inclusions and exclusions as set forth in the certification of representatives by the National Labor Relations Board following elections or as mutually agreed between the employer and the Local Union, excluding all Supervisors, time keepers, plant protection employees, trainees, confidential employees, laboratory employees, office and plant clerical, salaried employees and process inspectors. Further, the Company agrees to meet with and bargain with the accredited representatives of the Union on all matters pertaining to hours of work, rates of pay and other working conditions.

Newly hired employees shall be considered probationary employees for the first one hundred eighty (180) calendar days of their employment. Said period may be extended due to any approved leave of absence (including time off for a work related injury). During this probation they shall be subject to all provisions of this Agreement, but if they are discharged, the Company shall not be required to establish just cause for such discharge. All probationary employees will be evaluated no less than thirty, sixty and ninety days during the probation period.

1.3 The automation of jobs in the bargaining unit will not be used as a basis for changing such jobs from bargaining unit status to non-bargaining unit status. This provision is not intended from prohibiting the Company from eliminating jobs through automation, whenever possible, jobs will be reduced through attrition under this provision.

1.4 Whenever new machinery or equipment is installed in the plant or existing machinery or equipment is modernized, plant maintenance employees and all affected employees will be provided the necessary training in the servicing of such machinery or equipment provided that:

A. The machinery or equipment is of the type on which plant maintenance personnel have customarily provided service, and

B. The skill or knowledge to be imparted by the training represents a practical and logical advancement of the skills and knowledge of the maintenance employees concerned taking into consideration their prior training, experience, and capabilities, and

C. Such machinery or equipment is not covered by service guarantees with the lessor or supplier.

The number of maintenance employees to whom training will be provided will be in relation to anticipated service requirements as determined by the Company. The cost of the training under this provision shall be paid by the Company. Employees will be compensated at the applicable straight time or premium rate for all hours of required training.

ARTICLE 2
GENERAL PROVISIONS

2.1 The Union recognizes that the ability of the Company to provide wages and working conditions satisfactory to its employees is, to a large extent, dependent on the cooperation of employees in maintaining the efficient and, so far as possible, stabilized and continuous operations in order that the market for the Company's products may be developed and maintained.

2.2 **NON-DISCRIMINATION**

The Company will not discriminate against, coerce, or intimidate any applicant(s) or employee(s) because of membership or non-membership in the Union, or because of race, color, national origin, sex, age, religion or handicap.

Wherever only the male gender of a word may appear throughout this Agreement, it shall be understood to apply equally to both males and females.

ARTICLE 3
NO STRIKE - NO LOCKOUT - NON-LIABILITY

3.1 **NO STRIKE**

The Union, its officers and agents, agree that it will not encourage, sanction, or approve any strike, stoppage, slowdown, or other interruption of work. The members agree that they will not participate in any unauthorized strike, stoppage, slowdown or any other interruption of work. On the contrary, the Union will actively discourage and endeavor to prevent or terminate any strike, stoppage, slowdown, or other interruption of work. Upon written notice to the International Union from the Local Union or the Company, the International Union will immediately notify the Local Union by telegram, a copy of which will be sent to the Company, that the strike, stoppage, slowdown, or other interruption of work is unauthorized and that the employees involved should immediately cease the violation. The Local Union will immediately notify the employees, both publicly and privately, to go back to work and that the work stoppage is illegal and unauthorized. Any employee or group of employees violating the provisions of this Article

shall be subject to disciplinary action. The failure of the Company to discipline in any instance shall not, in any manner, limit its right in any other instance. In the event there is any unauthorized strike, stoppage of work, slowdown, or other interruption of work during the term of the Agreement, neither party shall negotiate upon the merits of the dispute until such time as the illegal action is terminated.

3.2 **NON-LIABILITY**

The Company agrees that in consideration of the carrying out of the responsibilities placed upon the Local Union and the International Union in this Article, it will institute no action for monetary damages against the International Union or the Local Union, their officers, agents, or members, which damage resulted from an unauthorized strike, stoppage, slowdown, or other interruption of work where the Local and International Union complied with the provisions of 3.1 above.

3.3 **NO LOCKOUT**

The Company agrees that neither it nor its representatives will put into effect any lockout during the term of this Agreement.

3.4 **RIGHT TO DISCIPLINE**

Any violation of the foregoing provisions of this Article may be made the subject of disciplinary action, including discharge.

ARTICLE 4
MANAGEMENT RIGHTS

4.1 **MANAGEMENT RIGHTS**

A. Recognizing that a spirit of harmonious relations between the Company and the Union and its members will tend to promote the best interest of all parties covered by the Agreement, it is agreed that all parties will cooperate to live up to this agreement.

B. Except as expressly modified by this agreement, all the rights, powers, and authority the Company had prior to the signing of this Agreement are retained by the Company.

C. The management of the Company and the direction of the working force, as well as the conduct of the Company's affairs, are functions vested exclusively in the Company. These include, but are not limited to, the right to make shop rules, to schedule production, to establish additional locations for production, to hire, to establish classifications, to transfer, to suspend or discharge for cause, to open or close plants (whether temporarily or permanently), to lay off or recall, to determine products to be manufactured or discontinued, to determine manufacturing methods, to determine standards of quality of work to be done, to subcontract; provided, however, that such rights in the Company shall not be executed in such a way as to conflict with any provisions of this Agreement.

ARTICLE 5
UNION CHECK-OFF

5.1 **CHECK-OFF**

1. Each employee who, on the effective date of this provision, is a member of the Union and each employee who becomes a member after that date shall, as a condition of employment, maintain membership in the Union. Each employee who is not a member of the Union on the effective date of this provision and each employee who is hired thereafter shall, as a condition of employment, beginning on the thirtieth (30th) day following the beginning of such employment or the effective date of this provision, whichever is later, acquire and maintain membership in the Union.

2. Wherever Paragraph 1 above is applicable:

   a. The Company will check off dues or service charges on weekly or by-weekly pay dates as appropriate, including, where applicable, initiation fees and assessments, each in amounts as designated by the International Union Secretary-Treasurer (or his or her designee), effective upon receipt of individually signed voluntary check-off authorization cards. The Company shall remit any and all amounts so deducted to the International Union Secretary-Treasurer (or his designee) by the fifteenth (15^{th}) of the following month with a completed summary of USW Form R-115 or its equivalent.

   b. The Union will be notified of the amount transmitted for each employee (including the hours and earnings used in the calculation of such amount) and the reason for non-transmission, such as in the case of interplant transfer, layoff, discharge, resignation, leave of absence, sick leave, retirement, death or insufficient earnings.

   c. The International Union Secretary-Treasurer shall notify the Company in writing of any employee who is in violation of any provision of Paragraph 1 above.

   d. The Union shall indemnify the Company and hold it harmless against any and all claims, demands, suits and liabilities that shall arise out of or by reason of any action taken by the Company for the purpose of complying with the foregoing provisions.

5.2 **USW/PAC DEDUCTION**

A. Beginning with the month immediately following the month of the effective date of this Agreement, the Company shall deduct voluntary contributions to the United Steelworkers Political Action Fund (the "USW/PAC") from the wages of those employees represented by the Union who voluntarily authorize such deductions and contributions on forms provided for that purpose by the USW/PAC. The amount and timing of such USW/PAC wage deductions and the transmittal of such voluntary contributions to the USW/PAC may be as specified in such forms and in conformance with any applicable state or federal statute or regulation.

B. The Company shall mail to the USW/PAC Administrative Office (Five Gateway Center, Pittsburgh, PA 15222) within fifteen calendar days following the ending date of any pay period in which such deductions are made pursuant to the provisions of this Letter, a report listing the names, social security numbers, addresses and amounts of deductions for USW/PAC contributions which have been withheld pursuant to this Letter during the immediately preceding payroll period.

C. The Company will remit to the Treasurer of the USW/PAC, at Five Gateway Center, Pittsburgh, PA 15222, such voluntary contributions to the USW Political Action Fund within fifteen (15) calendar days following the ending date of any month during which any deduction has been made for USW/PAC contributions.

D. The signing of USW/PAC check off form and the making of voluntary contributions to the USW/PAC are not conditions of membership in the Union or of employment with the Company.

E. The United Steelworkers Political Action Committee, which is connected with the United Steelworkers, a labor organization, and the AFL-CIO's Committee Of Political Education (COPE), solicit and accept only individual voluntary contributions, which are deposited in an account or accounts separate and segregated from the dues funds of the Union or of the AFL-CIO. Those separate and segregated funds are used for political purposes including but not limited to, making contributions to or expenditures for candidates for federal, state and local offices and addressing political issues of public importance.

F. The Union will be responsible for the costs of printing and distributing voluntary USW/PAC wage deduction authorization forms.

G. The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise as result of the agreements in this Letter.

ARTICLE 6
UNION ACTIVITIES

6.1 No employee shall engage in Union activities during working hours except as permitted herein. Nothing contained herein shall prohibit an employee from engaging in Union activities during his lunch, breaks, or non-paid time. The Union Representative will be excused from work for Union business to be conducted outside the facility, if approved by the Local President or Local Recording Secretary, or his designee and paid in accordance with this Article.

6.2 The Union shall be represented by a Union Negotiating Committee, one of whom shall be President.

6.3 A written list of Union Representatives shall be furnished to the Company and the Union shall notify the Company in writing promptly of any changes in the membership of the Union Representatives. Union Representatives will not be recognized by the Company until such

notification.

6.4 A Union Representative who wishes to leave his/her work station for the purpose of investigating or processing a grievance must first obtain permission from his/her supervisor. The supervisor shall be given a reasonable amount of time to find a necessary replacement. When such permission is granted, the Union Representative will sign "out" and "in" in his/her own department and in the department or section he/she visits on forms provided by the Company. Such time spent shall be considered Union business time and subject to the provisions of 6.7.

6.5 A Union Representative who enters a section or department other than his own for the purpose of investigating a grievance, must first notify the supervisor of such other section or department of the reason for his/her presence before commencing his/her investigation of the grievance. The Company will designate the sections and/or departments and the names of the supervisors in writing and furnish a copy to the Union.

6.6 When an employee requests a steward, one from his classification and shift will be provided in a reasonable amount of time. The Company will strive to release the steward, provided there is one available in that classification and on shift, within thirty (30) minutes, provided the release of the steward will not impede, retard or halt production. If there is not a steward available from his classification and shift then they may get any available steward.

6.7 The President of the Local Union and the Local Negotiating Committee may have access to enter the plant on all shifts in order to communicate with representatives of management and employees consistent with the Article upon receipt of appropriate approval of management which will not be unreasonably withheld.

6.8 In instances of suspension or termination the Company will have the Local Union President or his designee at the meeting. The Company will notify the Local Union President and the department steward before such suspension or termination meeting. It is the obligation of the local union president to provide the person at the meeting scheduled by the Company or the meeting will be held without the union representative.

6.9 **UNION BUSINESS TIME**

Union Business Time ("UB hours") shall be accrued, calculated and used as follows. The Union shall accrue four (4) UB hours per one hundred (100) employees per week. The Company will guarantee the Union a minimum of eighty (80) hours for each week except for one (1) week shutdown periods occurring at Christmas, New Years, and the Fourth of July. UB hours may be carried over from week to week, and from year to year; however, once three thousand five hundred (3500) UB hours are accrued, there shall be no further accrual of additional UB hours until such hours have been used for the purposes permitted under this Agreement and there again are fewer than 3500 hours available to the Union for use. At that point, the UB hours may once again be accrued pursuant to this Section 6.9 until the 3500 UB hour cap has once again been reached, upon which further accrual of UB hours shall once again be suspended, and so forth. Provided, however, that in the last year of this Agreement, the Three Thousand Five Hundred (3500) UB hour limit will increase to Four Thousand (4000) UB hours for only that year. Any other Union activity shall be paid as may be provided by the Union. The Union President or Recording Secretary shall determine the allocation of the time, and shall notify the Company of how the time shall be paid. When possible, the Union President or Recording Secretary will be responsible for

reporting off individuals for full day absences or hours to be missed for union business at least twenty-four (24) hours in advance. The Union President or Recording Secretary may request additional business time that shall be granted at the sole discretion of the Company.

Regardless of what time Union Business hours were worked, Union Business hours will be applied to the employee's regularly assigned shift first to cover the absence. Any additional Union Business hours will then be applied immediately following the employee's regularly assigned shift for the purpose of calculating an employee's hours worked pursuant to Articles 14.11(F) and 14.20. The Company will make a pension contribution to the Steelworkers Pension Fund (Article 22.4, Exhibit Schedule D) in an amount equal to the hourly pension contribution for hours turned in as president up to a maximum of forty (40) hours per week throughout the life of this Agreement for the Union President. Any hours worked by the President in the plant will be in addition to the hours paid under this provision.

6.10 The Union will receive one (1) hour with new hires at orientation paid for by UB time.

ARTICLE 7
DISCIPLINE

7.1 **DISCIPLINARY ACTION**

An employee will have a Local Union Representative appear with him when he is required to appear before a representative of management for the purpose of any investigation which could lead to discipline or for the purpose of receiving a reprimand, suspension, or discharge. The employee may refuse in writing to have a local union representative at the employee's sole discretion.

7.2 **NOTATION ON RECORD**

When there is to be any notation placed on an employee's work record by department supervision, the employee and the employee's shift steward shall be notified. Copies of notations on an employee's work record which may lead to disciplinary action against the employee will be given to the employee, chief steward and the Local Union President by the Human Resources Manager within ten (10) days. After a period of one (1) year from the date of issuance, all such notations shall be removed from the employee's record and shall not be used for disciplinary purposes or against the employee in arbitration.

Before any notation can be placed on an employee's record for production standards, quality issues or disciplinary matters other than those for attendance or for discipline that would ordinarily result in immediate suspension or discharge, the Area Manager and appropriate Union Steward will first meet with the employee to discuss the issue.

7.3 **PROGRESSIVE DISCIPLINE**

A. For the purpose of applying discipline for violation of departmental or Company working rules, for the first violation of a work rule (other than attendance) the employee will be given a verbal warning. For the second violation of the same work rule occurring within one year from the first violation, the employee will be given a written warning. For the third violation of the same work rule occurring within one (1) year from the first violation, the employee will be suspended for up to a twenty four (24) hours. The Union will be notified in writing by management. Four (4) violations of the same rule occurring

within a year, the employee will be terminated. Any employee suspended three (3) times for any rule (including absenteeism) during a one (1) year period will be terminated. The Union will be given written notification of all dismissals. While the Company follows progressive discipline, the Company retains the right to immediately issue a written warning, suspend or terminate an employee for just cause should the employee's actions warrant suspension or termination.

B. Titan intends to use its absenteeism policy that was not a negotiated policy. The policy will set the expectations concerning attendance of employees and will notify all employees of the expectations by providing a copy of the policy to all employees. The Union has the right to challenge any discipline of employees for failure to meet attendance expectations on the grounds that the discipline is not supported by just cause.

C. Any disciplinary action taken by the Company that is on the employee's record for more than one (1) year shall be stricken from the record and will not be considered in any discipline. In addition, neither the employee nor the Union shall refer to the employee's disciplinary record, more than one year prior to the termination, unless the Union gives notice three (3) days in advance of any arbitration or lawsuit that it intends to introduce the evidence. If that occurs, either side shall be able to use such evidence as it deems appropriate.

7.4 **DISCHARGE**

The decision to terminate an employee will not be made until he has first been suspended without pay for two (2) days. During this period the Human Resources Manager and the Local Union President, or their designees, shall discuss the matter in an attempt to resolve it.

ARTICLE 8
GRIEVANCES

8.1 **DEFINITION**

A grievance shall be defined as a complaint, dispute or controversy in which it is claimed that the Company has failed to comply with an obligation assumed by it under the terms of this Agreement, a past practice established since the date of this Agreement, or a written or verbal agreement that has been established since the date of this Agreement, or a practice listed on Schedule F and which involves a dispute as to fact and/or questions concerning the meaning, interpretations, scope or application of this Agreement or work rules. Such grievance shall be resolved as follows:

8.2 **STEP 1 - Discussion.** An employee who believes he has a grievance shall first talk with his supervisor about the grievance, with his Local Union Representative, to give the supervisor an opportunity to explain and resolve the matter; if the employee requests to discuss the matter with the Local Union Representative first, the supervisor will provide some time for such discussion. Said step will be non-precedent setting.

8.3 **STEP 2 - Written Grievance.** If not settled, and the matter involves an alleged violation of the express provisions of this Agreement, the complaint shall be reduced to writing on a grievance form, signed by the affected employee, unless the employee is unavailable due to vacation or an

approved leave of absence or the grievance affects more than one employee in which case it shall be signed by a union representative and the Local Union Representative. The written grievance must be filed within fifteen (15) regular work days from the date of the alleged violation. On issues involving pay, the Company will only consider pay adjustments for two (2) years prior to the date of the grievance.

The goal of the Company will be to issue discipline for matters other than those for attendance within forty-eight (48) hours (excluding weekends) of the time it becomes aware of the action that will result in discipline. Understanding that the goal is not always achievable, in all but unusual circumstances, for discipline of an employee for other than attendance, the Company will notify the Union of any discipline within ten (10) calendar days of the time the Company becomes aware of the action resulting in the discipline. The Company may extend the time because of the need for a continuing investigation or if employees (management or union) necessary for information on the situation are on vacation or a leave of absence. In no instance will discipline be issued more than thirty (30) calendar days after the Company becomes aware of the action resulting in the discipline, unless the time is mutually extended. In cases of suspensions and termination, the Company will schedule a hearing on the discipline within forty-eight (48) hours (excluding weekends) of the written notice being issued. Furthermore, in cases involving discipline, the fifteen (15) calendar day period for filing a grievance does not begin to run until the Company delivers actual notice of the discipline to the shift steward. The Company will deliver the notice to the shift steward by placing a copy of the discipline in a box located in the Human Resource office. The fifteen (15) calendar days will start to run on the first day the shift steward is working after the notice was placed in the box. The Company will return a written answer to the grievance to the Chief Steward within fifteen (15) calendar days following receipt of the grievance. Said step will be non-precedent setting.

A. Each written grievance submitted by the Union must indicate the nature of the dispute, the contract provision or Company work rules involved and the relief sought. The Company will provide grievance forms. If a grievance fails to provide the information listed in this Section 8.3(A), the Company will return the grievance form to the Union and ask the Union to resubmit the grievance with the information required.

B. Written grievances shall be processed through the normal scheduled workdays that are Monday-Friday during a five (5) day work week or Monday-Sunday during a seven (7) day work week. Time limits in processing grievances may be extended only by written mutual agreement.

C. A grievance protesting the discharge of an employee shall be filed directly at the fourth step of the grievance procedure.

8.4 **STEP 3 - Meeting with the Area Manager.** A Step 2 answer may be appealed in writing by the Union within ten (10) regular work days of the receipt of the Step 2 answer or by the tenth regular work day following the date the employer's answer was due whichever shall occur last. As soon as practical, but within ten (10) regular work days of the appeal to Step 3, the Area Manager for the Area involved shall meet with the Union Representative in a good faith effort to resolve the grievance.

The Area Manager will return a written answer to the grievance to the Union Representative within ten (10) regular work days following receipt of the grievance.

8.5 **STEP 4 - Meeting With Human Resources Manager.** A Step 3 answer may be appealed in writing by the Union within ten (10) regular work days of the receipt of the Step 3 answer or by the tenth regular work day following the date the employer's answer was due whichever shall occur last. As soon as practical, but within ten (10) regular work days of the appeal to Step 4, the Human Resources Manager or his/her designated representative shall meet with the Union Negotiating Committee to discuss the grievance. The Human Resources Manager or his/her designated representative will give the President and Chief Steward a written answer within ten (10) regular work days of the Step 4 meeting. At a mutually agreeable time, the Human Resources manager, the President and Chief Steward(s), shall meet once each month to discuss pending grievances. The time deadlines contained in 8.5 may be extended pending said meeting.

8.6 **STEP 5 - Arbitration.** A grievance that is not resolved at Step 4 may be submitted for arbitration. The Union shall file its demand within thirty (30) days of its receipt of the Company's Step 4 answer. Grievances not appealed within the above thirty (30) day time limit (unless the time is extended in writing by mutual agreement) shall be considered null and void.

A. The procedure to select an Arbitrator is set forth in 8.6(C) below.

B. Prior to submitting the case to arbitration, the Operations Manager or his designee with full authority to settle the grievance shall meet with the Union President or his designee to discuss and attempt to resolve all grievances that have been answered at Step 4. It is anticipated that meetings shall occur every six (6) months (or more often if necessary) and multiple grievances may be discussed.

C. **Selection of Arbitrator**. Within ten (10) days of the union's election to submit a grievance to arbitration, the parties shall request the Federal Mediation and Conciliation Service (and shall share the cost) to provide a list of seven (7) arbitrators from whom an Arbitrator shall be chosen. Within ten (10) days of receipt of the panel, each party shall alternate striking names from the panel, and the remaining arbitrator shall serve in the case. Either party may request the panel from FMCS and the parties will share the cost of the selection.

D. **ARBITRATION PROCEDURE**

1. The agreed to expenses and compensation of the Impartial Arbitrator shall be paid equally by the Company and the Union. Each party is responsible for expenses of all witnesses it calls during any hearing.

2. On the date set and at the time specified by the Impartial Arbitrator, the parties shall meet at a neutral site and present a statement of the issues involved, and facts in support thereof, either in writing or orally as each party may desire.

3. The Arbitrator shall render a decision on every grievance which has been submitted to him within thirty (30) days from the date of the hearing, unless additional time is requested by him and mutually agreed to by the Company and

the Local Union.

4. The decision of the Impartial Arbitrator shall be final and binding upon both parties and shall be complied with within ten (10) days, unless mutually agreed otherwise.

5. The Impartial Arbitrator shall not have the power to make any award changing or amending, or adding to the provisions of this Agreement or the supplements thereto.

6. The general wage levels shall not be subject to arbitration.

7. Except as set forth in paragraph (8) below, only one grievance may be presented at a time to an arbitrator.

8. In situations involving discipline less than discharge, up to three grievances may be presented to the Arbitrator. For arbitration under this paragraph (8), there will be no post hearing briefs and no court reporters used, unless the parties mutually agree to briefs or a court reporter.

9. In the event of arbitration, if either the Company or the Union elects to use the services of a court reporter at an arbitration hearing, the other party will be notified of that decision at least ten (10) days prior to the hearing date. The cost of the court reporter shall be borne by the party(s) requesting the transcript.

10. If the parties agree to an expedited arbitration for a contractual dispute or subcontracting issue, the following procedure and time limits shall apply:

    a. The arbitrator shall be selected within seven (7) days from the date of the demand for arbitration.

    b. The parties will notify the arbitrator that the case is a matter for expedited arbitration and shall get a date within thirty (30) days of selecting the date. If the arbitrator has no date within thirty (30) days, then the last arbitrator struck will be asked for dates within thirty (30) days.

    c. Each advocate for the parties will be allowed necessary time to present two witnesses and the argument(s) supporting their position(s). The arbitrator will have the right to ask questions concerning the facts of the case. Each advocate will be allowed the necessary time to present any rebuttal and their respective closing statements. No post-hearing briefs will be filed.

    d. The agreed to expenses and compensation of the Impartial Arbitrator shall be paid equally by the Company and the Union. Each party is responsible for expenses of all witnesses it calls during any hearing.

8.7 **MISCELLANEOUS**

A. A grievance that is not appealed by the Union or responded to by the Company within the applicable time limits, unless extended by mutual agreement, shall be advanced to the next step of the grievance procedure. This provision shall not apply to section 8.5.

B. For a grievance involving a time standard or standard practice, the Company, upon request by the Local Union will permit a Time Study Engineer, to enter the plant at a mutually agreeable time to study the time standard or standard practice in dispute as well as operations or jobs relating thereto to secure the necessary information in order that the Local Union may be in a position to properly present its case. The Company further agrees to make available all data and information pertaining to the establishment of its time standard or standard practice on the operation or job in dispute or the jobs relating thereto. The Time Study Engineer designated by the Local Union shall report to the Human Resources Manager or his/her alternate, who may assign a Company representative to accompany the designated Time Study Engineer. All confidential information provided to the Time Study Engineer will remain confidential and the Time Study Engineer will sign an appropriate confidentiality agreement. (Said confidentiality agreement shall be provided to and approved by to the Union prior to ratification).

1. The time limits imposed on the Local Union in this Article shall not apply, providing the Local Union notifies the Company within the time limit period that it has requested the services of the Time Study Engineer.

2. After the Time Study Engineer has made his necessary time studies and comparisons, the results of his findings shall be presented to the Local Union and the Human Resources Manager as soon as practicable thereafter. The Local Union shall after receipt of the Time Study Engineer's findings notify the Human Resources Manager of its intentions regarding the grievance.

C. The Local Union may have an International Representative assist in the grievance procedure including upon reasonable notice, entering the plant for investigation of grievances.

D. No less than annually and no more than twice a year, the Company and the Union will meet to resolve all pending grievances at Step 4 and above. The local human resource manager, local operations manager and representative of the Corporate office will meet with the Local Union and a representative of the International Union to discuss all pending grievances at Step 4 and above. Representatives at the meeting will have full authority to resolve all pending grievances. Unless otherwise agreed, all settlements will be non-precedent setting meaning that the settlement may not be used to discuss settlement in other cases, may not be mentioned, introduced or discussed in an arbitration or court cases. For any termination case that is not resolved at the meeting, the parties agree that an arbitration panel will be requested within one month of the date of the meeting.

ARTICLE 9
SENIORITY

9.1 **DEFINITION**

A. The term "seniority" as used in this agreement shall be defined as the right accruing to an employee through the length of total continuous service with the Company as hereinafter defined and entitling him under certain specified conditions to priority of shift preference, machine preference (rights), transfers, vacation schedules, layoff, and recall.

B. Time off the payroll will be counted as continuous service without deduction of time lost when an employee is either sick or injured, on leave of absence, laid off, serving in the armed forces, or while on leave of absence prior thereto, subject to the provisions of this Agreement.

C. Each employee will have seniority standing in the plant and in their bid classification.

1. Plant-wide seniority will equal the employee's total length of continuous service with the Company in the Bryan, Ohio plant and its predecessors and assigns, dating from the first day of the last continuous employment.

2. For the purpose of machine preference (rights) on shift, machine preference (rights) for overtime, the Company will allow employees on each shift the right to select their machines according to their seniority during the first five (5) working days in the following months: January , April, July and October.

D. The term "Qualified" as used in this Article for production positions other than tire builders (except strip winder operators) means the overall qualifications to perform the work within a thirty (30) calendar day period based on experience, shop knowledge, training, skill, and physical fitness. For tire builders (except strip winder operators), the term "Qualified" means that the employee consistently demonstrates an ability to increase production on each type of machine at the end of the thirty (30) calendar day period. The term "Qualified" for maintenance means that the employee has the education, training and skills and has passed the test in place for maintenance employees.

E. All new employees will be considered on a temporary or trial basis during the probationary period set forth of one hundred eighty (180) calendar days (any absence during this period must be made up as the employee must actually accumulate one hundred eighty (180) calendar days). If retained after the trial period, the employee becomes a member of the regular working force with full seniority status with his seniority date retroactive to his date of hire. A probationary employee shall not accumulate seniority rights during the term of their probationary period, and may be subject to discipline or discharge without recourse to the grievance and arbitration provisions of this Agreement other than discipline or discharge that violates Article 2.2 of this Agreement. The probationary period may be extended by mutual agreement of the Union and the Company.

F. The Company will post a list showing the current bargaining unit plant wide seniority including name, clock number, and seniority date. Revised lists will be posted at one (1) month intervals.

G. The department, classification, and labor grades as herein agreed are listed in Schedule A attached hereto. It is recognized that business requirements may from time to time necessitate deletions from, additions to, or transfers of jobs in the classification listings. Such changes in the classification listings shall be the responsibility of the Company. The Company and Union agree to meet and confer regarding changes in the classification listings. Classification assignments may not be changed without mutual consent of the parties.

9.2 **REDUCTION IN WORK FORCE**

A. When it becomes necessary to reduce the work force in the plant, the following procedure will be observed:

1. Prior to a reduction in the workforce, the Human Resources Manager (or his/her designee) and the Plant Manager (or his/her designee) will meet with the Local Union Executive Board to discuss how the layoff will be accomplished. The Company retains its rights under the management rights clause to determine if and when a layoff should take place and the manning following the layoff. The purpose of the meeting is to establish how the layoff is to be accomplished and the moves to be made. The Union reserves its right under the contract to grieve, how management has implemented the layoff.

2. Employees within the classification where excess personnel exist, still in their probationary period shall be cut back to another vacant job if available.

3. Employees having the least seniority shall be cut back from the classification affected. Employees cut back from their classification will maintain indefinite recall rights except as provided in Article 9.2(B)(2) and Article 11.4.

4. Subject in each case to his being able to qualify (as defined in 9.1D) of this Article) for the qualified work, an employee who is cut back from the employee's regular classification shall, in the following sequence, and consistent with the employee's seniority, displace the least senior employee in the classification, the least senior in the classification goes to the available opening in the department, after these openings are filled the employees will displace the least senior in the department. The employee being displaced will go to the available opening in the plant, fill an open job in the plant, or displace the least senior employee in the plant.

   If an employee is cutback to a lower paying job following November 16, 2016, the employee will be paid the higher rate of the job to which the employee is cutback for the first ninety-one (91) days from the date of the transfer; after ninety-one (91) days from the date of transfer, the employee will be paid the rate of the job to which the employee has been transferred. Provided, however, that

cutback employees who were assigned to a lower paying classification prior to November 16, 2016 shall continue to receive the pay they were receiving in their regular classification until they leave the classification to which they have been cutback through either the bidding procedure or layoff.

a. Once a laid off employee returns to work, the employee will be paid the rate of the job to which he or she returns, without regard to when the employee was cutback to a lower paying job. If that job has multiple rates, the employee will be paid the highest rate of that job for which the employee has qualified.

b. The Company will not lay off an employee for the purpose of changing the employee's rate of pay under this provision.

c. An employee who is cut back from the employee's regular classification cannot displace the least senior employee in a skilled trade (Powerhouse, Mechanic, Electrician, Certified Utility) unless the cut back employee has already been qualified in the skilled trade.

5. In cases where the elements of existing jobs are combined into one job, employees currently established in the existing jobs shall be offered the new job in order of seniority. When existing jobs are combined or when a new machine is placed into operation, the Company shall meet and confer with the union about establishing an appropriate pay grade. If the parties cannot agree on the appropriate pay grade, the Company may implement the disputed pay grade, however that implementation is subject to the grievance procedure.

6. An employee who is laidoff pursuant to the provisions of this Section 9.2(A) or through an "Optional Layoff" pursuant to Section 9.3 shall, for up to a thirty (30) calendar day period following the effective date of the employee's layoff, be allowed to maintain his or her group medical insurance coverage by paying only the employee's portion of that premium (i.e. the amount that would have been deducted from the employee's payroll to maintain that coverage if he/she was actively working). The employee shall be required to pay the employee's portion of that premium in advance for each payment period during that period (i.e., during the up to thirty (30) calendar day period following the effective date of the employee's layoff). The Company will pay any remaining premium amount due for the employee's coverage during that period. Following the close of that period, the employee shall be allowed to continue such coverage at his/her full expense to the extent allowed by COBRA.

B. Before any employee is laid off, he will be notified personally by written notice and a copy of the notice will be given to the Local Union President listing the names, job classifications and date of hire of all employees to be laid off at least five (5) working days preceding the day of layoff. New employees shall not be hired by the Company until all employees who are laid off have been granted the opportunity to return to work in their

order of their seniority. Employees on lay off will be offered the opportunity to return to work in the order of their plant seniority. For open maintenance positions, only those persons qualified (prior maintenance employees or others having passed the test) will be contacted. Any employee may refuse to return to work for any job outside of the classification from which the employee was laid off, except however, the most junior person on layoff must accept the offer to return to work even if it is outside his or her classification or that employee will lose the right to return to work as set forth in 9.2(B)(2). Employees who have been on layoff for twenty-six (26) weeks will be required to return to an opening by seniority at the rate of pay for that classification.

1. Any employee who refuses to return to work in the classification from which the employee was laid off loses any future recall rights with the Company unless the employee is physically disabled and on medical leave for Worker's Compensation or personal medical leave.

2. In the event an employee's classification is eliminated while the employee is on lay off or if the employee has been on layoff for twenty-six (26) weeks, the employee must accept the next available position offered (except a maintenance position for which the person is not qualified) or the employee will lose any future recall rights with the Company.

3. The Company's obligation to contact the employee on layoff shall be to send written notice to the employee's last known address provided to the Human Resources office by the employee.

C. If it is determined by a physician that an employee can no longer stay in his home classification, once permanent restrictions are assigned by the physician, the employee may be assigned to a vacancy which will accommodate his condition until such time as the employee is released by the physician and be paid according to the rate of the job to which the employee is assigned. An employee who is released, but for whom there is no vacancy will not be permitted to bump any other employee and will remain on "layoff" in accordance with this Agreement.

D. For purpose of this Section, the word "layoff" and/or cutback means an adjustment or a reduction in the work force to a level of employment which the Company deems best suited to the economic and operating conditions of the business.

E. In the event of an adjustment, or reduction of the workforce, an employee that is reduced from a bid job (classification) and surplused into another job (classification) will have the right by seniority to choose from a pool of available jobs.

F. When an employee's previous job (classification) becomes available, the employee will have the choice to return to the employee's previous job classification or remain in the classification the employee was surplused to. If an employee remains in the job (classification) the employee was surplused to:

1. The employee loses recall rights to any prior job,

2. The employee loses the right to bid for one (1) calendar year,

3. The employee will be paid the rate of pay for the job (classification) where the employee is working.

G. Any employee with seniority who is terminated under Section 10.1(D), who is rehired, will be given credit for the time previously worked for Titan for bidding and vacation purposes provided that such employee: (1) will be considered a new hire and as such shall be required to complete the one hundred eighty (180) day probationary period as stated in Section 1.2; (2) must thereafter complete the eligibility period for benefits as set forth in each benefit policy; (3) may not exercise bidding rights carried over from any previous periods of service until the employee's new hire probationary period has been successfully completed following rehire; and (4) will not receive any credit toward wages for time previously employed by Titan. Additionally, for vacation purposes, the employee who has been terminated under Section 10.1(D) and who is rehired will have vacation time credited after one (1) year of continuous service after rehire (and then the vacation shall be based upon years of service, defined as time employed prior to the 10.1(D) termination, including any period of layoff prior to the termination, plus the year(s) of service after rehire). For the first year after rehire, such vacation shall be credited irrespective of hours worked. Titan is not required to rehire any probationary employee who is terminated or any employee with seniority who is terminated under Article 10.1(D). No seniority will accumulate for the employee once the employee is terminated. Titan will have discretion to rehire the former employees in the order it deems appropriate.

9.3 **OPTIONAL LAYOFF**

A senior employee who is on a job within the Plant which is affected by a cutback due to a curtailment of the working force will be permitted to take an optional layoff subject to the following conditions:

A. Only those employees working on the original classification that is declared surplus will be eligible for an optional layoff.

B. Those employees who choose to accept an optional layoff will assume the same status as a laid off employee, however, the employee will maintain recall rights to their original classification for a two (2)-year period.

C. The lowest seniority employees on optional layoff from a classification in which vacancies occur will be recalled first unless senior employees, by applying to the Personnel Office in person and signing the necessary forms, have their name placed on the recall list in line with their seniority. Failure to accept the opening will be considered a voluntary quit.

D. Those employees accepting an optional layoff who has been on layoff at least thirty (30) days who desires to return to work prior to an opening on the job from which they were laid off may, by applying at the Human Resources Department in person and signing the necessary forms, have their name placed on the recall list in line with their seniority and will be recalled into their classification and the next senior employee in the classification signing the optional layoff will be laid off.

E. Those employees who are on optional layoff and who wish to return to work prior to their original job opening must accept the first job opening according to their seniority if qualified. Failure to accept the job opening will be considered a voluntary quit.

F. When the regular layoff list (recall roster) is exhausted, employees on optional layoff will be recalled to their classification. The least senior employee will be recalled first. He will not have an option to remain on layoff status. Failure to accept the job opening will be considered a voluntary quit.

G. The Company will notify an employee on optional layoff when the employee is eligible to return. Said notification will be included on the layoff notice.

H. Optional layoff notice shall be posted one (1) week before layoff.

9.4 TEMPORARY LACK OF WORK

When it becomes necessary to send employees home temporarily because of breakdown, lack of material, power or utility failure, making repairs, or for any reason beyond the control of the Company, those employees directly involved will be sent home unless assigned to other work. Employees within the involved classification will be offered the opportunity to go home by seniority in turns and rotation. If no employee accepts the opportunity, the employee(s) will be sent home in turns and rotation from the bottom up.

9.5 TEMPORARY ASSIGNMENTS

A. A temporary assignment is an assignment which upon its completion the employee is expected to return to his regular assignment and does not involve a reclassification and does not constitute a transfer, either permanent or temporary, and may within the plant and on the shift involved, be made at the discretion of the Company, subject to the conditions and limitations set out below. An employee on a temporary assignment retains full seniority rights in his classification based on his own regular assignment.

B. An employee temporarily transferred to a lower paying job will continue to receive his current base hourly rate of pay until the end of that temporary assignment.

C. An employee temporarily transferred to a higher paying job shall receive the rate of pay of the higher job upon assignment.

9.6 TRANSFERS AND BIDDING PROCEDURE

A. Employees may file application for transfer in the event a vacancy occurs or a new job is created. When transfers are to be made, the employee with the greatest seniority qualified to perform the work will be selected.

1. An employee "temporarily" in a classification through the normal bid procedure to cover an absent employee shall not bid or transfer to other jobs for the duration of the temporary bid received. Provided that, when the absent employee returns to work, the temporarily-placed employee will return to the job position the employee held immediately prior to the temporary transfer. Such a temporary transfer will not be counted as a transfer for the purpose of Section 9.6(D). The employee shall be paid the

rate of the job assigned. In the event the employee whose absence created the "temporary" opening does not return, the job will be posted as a permanent job and awarded to the senior bidder.

2. The vacancy or new job is to be posted for four (4) consecutive working days, two (2) of which shall be toward the end of one (1) work week (i.e., Thursday and Friday) and two (2) of which shall be at the beginning of the following work week (i.e., Monday and Tuesday) (except when a holiday recognized under Article 16 occurs on one or more of the designated working days, in which event the posted working days will be adjusted to account for the holiday) (e.g., if the holiday occurs on Friday of the first work week, the job will be posted on Wednesday and Thursday of that week as well as the following Monday and Tuesday; if the holiday occurs on Monday of the second work week, the job will be posted on Tuesday and Wednesday of the second work week as well as on Thursday and Friday of the previous week, and so on). The posting period will cover all shifts. All applications for posted jobs shall be made in writing and filed within the posting period. It is not considered a vacancy requiring a job posting when a probationary employee is removed or leaves the job.

   a. The name and seniority date of the successful bidder shall be posted for forty-eight (48) hours and this shall serve as the employee's notification of transfer. Bidders shall be placed on jobs within ten (10) working days after notifications. The number of days may be extended by mutual agreement.

   b. The Company will provide the Local Union with a copy of the job postings as postings occur.

   c. Job vacancies that have no successful bidders and are awarded as open in Article 9.6(A)(2)(a), shall be reposted after 6 months of award notice posting per Article 9.6(A)(2), provided, however, the Company is still actively seeking to fill the open position.

B. Job vacancies created by requested transfers must not exceed three (3) transfers in any (1) chain within the plant. Any vacancy created after three (3) transfers shall be filled at the option of the Company.

   1. Any employee refusing to accept the job assigned to him as a result of his request for a transfer shall be a voluntary quit.

   2. An employee may withdraw his bid any time during the specified posting period.

C. An employee bidding on and accepting a job assignment, or a recalled or cutback employee who fails to perform satisfactorily on the new job or who is determined to be unqualified after a fair trial period shall be given his choice of available job openings on which there are no bids and the employee has not been previously disqualified in accordance with Article 9.6(I)(2). Should there be no openings, he may displace the employee with the least service in the plant provided he is qualified; otherwise, he shall be laid off.

1. In the event that an employee is in danger of being disqualified, the employee's status will be reviewed with the Union steward.

2. The Company, at its discretion, may allow or not allow a disqualified employee to bid or otherwise be placed on a job from which he has previously been disqualified.

D. An employee, requesting and receiving a transfer, as the result of a successful bid, shall be limited to one (1) such transfer a year on established jobs.

1. However, this shall not prohibit senior employees bidding on newly established jobs. Bids of this type shall be limited to one (1) per year.

   Newly established job(s) means any work not previously performed in the plant and specifically excludes all jobs created by separation or reassignment of classifications.

2. An employee with less than one (1) year of continuous service with the Company shall not be eligible to bid. However, an employee with less than one (1) year of continuous service with the Company may request a transfer but such transfer shall be at the option of the Company.

3. When filling a vacancy by self-requested transfer as outlined in Section 9.6, the employee, shall be allowed to exercise his seniority in selection of shift preference. The Company may train on a shift other than for shift preference so long as there is a justifiable business need for the change or the employee agrees to the change. Once that employee becomes qualified, that employee can move to preferred shift.

4. If the employee on the job does not elect to move at the time of the opening, or the employee does not move when determined qualified, the shift that he is then on shall be considered his preferred shift until the next vacancy occurs.

5. When an employee selects and is assigned a shift he shall remain on that shift until a vacancy occurs on the shift the employee desires, consistent with his seniority. This does not apply due to change of hours for temporary periods.

6. During the first full week of January, April, July and October of each year employees may select a shift assignment by seniority. Shifts will then be aligned accordingly, bid machines will be done every shift alignment. Overtime turns and rotations lists will reset at every shift alignment unless otherwise specified in Article 14.13.

7. Employees in the same classification may be permitted, with the supervisor's approval, to temporarily trade shifts for a maximum period of time of two (2) weeks for personal reasons. The employee wishing the trade will be responsible for canvassing by seniority. This period may be extended for not more than three (3)

months, one (1) semester or one (1) quarter, whichever is shorter, for educational reasons or for three (3) months for medical emergencies in support of immediate family. If the employee withdraws, drops or terminates the class or classes that justified the shift trade or if the medical emergency ends, the shift trade will be discontinued. When such shift trades are permitted, each of the two employees involved in the shift trade will assume the overtime turns and rotation of the opposite employee.

A one day shift trade on Saturday is permissible, provided that the trade does not generate additional cost and that both employees requesting the one day trade are in the same classification and both are scheduled in classification on the sixth day (Saturday).

E. When the Company combines two (2) or more jobs into one (1), the most senior employee, if qualified, shall have preference on the new combined job. It is understood that combinations under this provision means the combining of all facets of the jobs being combined, not just selected portions.

F. An employee who no longer is capable of satisfactorily performing his job because of permanent medical restrictions shall be given preference in filling a job vacancy for which he is qualified and he places a bid in accordance with this Section. It is understood that transfer under this provision shall be restricted to not more than one (1) occurrence during the employment period of each employee unless said employee is cutback or laid off. An employee waiting placement and on layoff out of line of seniority who is otherwise eligible to bid, may do so on jobs which are posted.

G. Whenever an employee transfers as a result of a self-requested bid and if within one (1) year he is cutback to an available opening, his self-requested transfer shall not be counted against him as outline in Section 9.6(D).

H. Temporary jobs shall mean up to six (6) months. After six (6) months the job is to be construed a permanent job and subject to posting unless it is mutually agreed by both parties to continue for a longer period. This paragraph does not apply to jobs posted as temporary as a result of Section 9.6(A)(1).

I. **DISQUALIFICATION PROCEDURES**

1. An employee who has bid under the provisions of this Article shall be accorded a five (5) consecutive working day period during which to ascertain if he desires such job. If the employee disqualifies himself during the five (5) day qualification period, he shall return to his previous classification. The job bid the employee disqualified from will be awarded to the next successful bidder on the bid sheet. If there is no other successful bidder, the job will be re-posted for bid as outlined in Article 9.6. An employee who disqualifies himself will not be permitted to self-disqualify again for a period of one calendar year from the date of such disqualification except for just cause nor is the employee allowed to bid again for six (6) months.

2. An employee may be disqualified for just cause (subject to the grievance procedure) or by mutual agreement of the Company and Union. An employee who is disqualified from a classification under Section 9.6 will fill a job in accordance with 9.6(C) of this Article. In cases where the employee has been disqualified in accordance with Article 9.6(I)(2) for the third time in a one (I) year period, the employee shall be terminated upon the meeting of Company and Union whereby no mutually agreeable alternative has been identified.

9.7 PREFERENTIAL HIRE

A. An employee on regular layoff with recall rights from a tire plant covered by a collective bargaining agreement between the USW and Titan will be given preference in hiring at another tire plant covered by a collective bargaining agreement between the USW and Titan where all eligible laid-off employees have been recalled and new employees are being hired for work on which the laid-off employee has qualifying experience. A laid-off employee desiring to exercise his preferential hiring rights under the conditions of this paragraph shall make written application for employment at other plants covered by a collective bargaining agreement between the USW and Titan during the period of time he continues to accumulate service for recall purposes at the plant from which he was laid off with recall rights.

B. Any laid-off employee who is hired will be hired as a new employee without service credit for seniority purposes. For all other purposes, he will be credited with the amount of continuous service he had at the time of his layoff and, in addition, will receive credit for the amount of service credit for which he would have been eligible for as if he were being recalled from layoff.

C. All such laid-off employees shall be required to satisfactorily complete a new hire physical examination prior to hire.

D. Should a laid-off employee who has applied for preferential hire refuse a job for which he is qualified, preferential hiring rights will be terminated.

E. An employee who has retained recall rights to the former plant will be eligible for recall at any time if the recall list has been exhausted and a job is to be filled with a new hire at such former plant.

In the application of Section 9.1(B) of the Collective Bargaining Agreement, an employee who accepts recall to his former plant will have neither his former plant seniority date nor his pension service date adversely affected in relation to other employees at that plant as the result of the application of the first paragraph of this Section 9.7(E).

An employee exercising preferential hiring rights who is eligible for recall, may answer or refuse recall to his former plant. If recall is refused, the employee will be bypassed until he notifies the former plant to the contrary. Once the former plant has been notified and recall again is offered, the employee must terminate employment at the new plant

and report for work at the former plant or lose recall and seniority rights at that plant. When the recall list at the employee's former plant is exhausted and recall occurs, the employee must answer the recall or lose any seniority rights held at the former plant.

At the time of hire, an employee exercising preferential hiring rights under this provision will forfeit his preferential hiring rights at other plants.

F. When considering an employee requesting preferential hire, in order for consideration of a consistent review of their work records, the process will be as follows:

1. Applicants will be determined "not acceptable" for preferential hire for one of the following reasons:

a. Work record contains a current or active Last Chance Letter.

b. Work record contains any suspension for absenteeism, including a waived suspension, within the last twelve (12) months prior to layoff.

c. Disciplinary records of preferential hires will transfer to the new location.

ARTICLE 10
BREAK IN SENIORITY

10.1 Seniority shall be broken and all employment rights shall cease for the following reasons:

A. If an employee quits or retires.

B. If an employee is discharged, for just cause.

C. An employee:

1. Fails to report for work for three (3) consecutive working days without notice.

2. Overstays a leave of absence or vacation without notice and approval which approval shall not unreasonably be withheld.

3. A laid-off employee fails to contact the Human Resources Office to schedule a return to work physical on the third (3rd) consecutive day after which a notice to report for work has been received, or delivery of such notification was made by the U.S. Post Office, Certified Mail at the employee's last known address.

An employee whose service is terminated under 10.1(C)(1), (2) or (3) shall be reinstated only if the employee supplies evidence that the failure to comply with the terms of this provision was justified by an excuse such as failure to receive notice, inability to notify the Company under any circumstances or a similar extreme circumstance.

4. Tests positive for illegal drugs or alcohol. The Company reserves the right to

implement a drug testing program for use in connection with this provision or as may be required for "government contractors." The Company will provide the union with all policies and procedures for drug testing.

a. Illegal drugs shall be any controlled substance that is either illegal under State or Federal Law or any prescription drug for which the employee does not have a prescription for use of said drug. A list of drugs tested for will be made available to the union.

b. Testing positive for alcohol above .04%.

c. Nothing herein shall prohibit the Company from testing an employee involved in a work related accident. If the employee is not terminated for violation of the drug and alcohol policy because the employee has elected to go into treatment, nothing shall prohibit the Company from disciplining or terminating an employee as a result of some other work rule violation consistent with current disciplinary procedures.

D. If an employee has not worked for the Company for any reason for a period equal to his length of active service or a period of twenty-four (24) months, whichever is the lesser. For the purpose of this provision, the twenty-four (24) months for layoff or medical absence shall be twenty-four (24) consecutive months.

This Article X, Section 10.1(D) shall not apply to the Local Union President.

10.2 **RECALLS**

A. A laid-off employee with seniority who is recalled shall be given his previous service plus service credit for the time laid off.

B. Recall will be done in seniority order.

10.3 An employee who accepts a position with the Company outside the bargaining unit shall incur a break in seniority under this Agreement. If the employee is later rehired into the bargaining unit he shall be treated for seniority purposes as a new hire.

ARTICLE 11
LEAVE OF ABSENCE

11.1 **GENERAL**

The Company, upon request of a seniority employee, may grant for justifiable reasons, leaves of absence without pay. An employee wishing a leave of absence for any reason must make application to the Human Resources Department. Said leave shall be granted in accordance with the Leave of Absence Policy except as follows:

A. Personal. An employee wishing a leave of absence for personal reasons shall make application to the Human Resources Department.

B. A leave of absence not to exceed thirty (30) days and subject to renewals will be granted to an employee with seniority for personal illness, disability, or by pregnancy or related conditions. Employees with a chronic medical condition may be excused from the thirty (30) day requirement and provide medical information at the request of the Company.

Upon recovery, the employee will be placed on the employee's former classification which the employee is qualified to fill in accordance with the limitations of Article 11.4.

C. The Company agrees to grant a leave of absence to any Union member to represent the employees of the Company or any member who is selected for labor activity by the Union. It is further agreed that the employee chosen for this work, upon termination of such activities, shall be returned to his former job with accumulative seniority, provided they return to work within ten (10) days after termination of such employment or retire.

The time limits of Article 10.1(D) do not apply to leaves of absence granted under this Article.

D. Employees will be granted a leave of absence in accordance with the provisions of the Family and Medical Leave Act. Said leave shall be calculated on a rolling year basis, with the 12-month period measured backward from the date an employee uses FMLA leave.

Employees who take intermittent FMLA leave for their own serious health condition must use paid vacation for leave; provided, however, that an employee may not be required to use more than one (1) week of the employee's paid vacation (as specified in Section 17.1 of this Agreement) per vacation year as intermittent leave for such purposes. For the use of leave for their own serious health condition only, "intermittent" shall be defined as any FMLA leave of less than five (5) consecutive days in duration.

Additionally, and consistent with current practice, employees who take family leave for any other reason will be required to use paid vacation time for continuous or intermittent absences. The provisions of the previous sentence notwithstanding, an employee taking continuous or intermittent family leave as a result of the birth of the employee's child or placement with the employee of a child through adoption or foster care shall not be required to use paid vacation time for continuous or intermittent family leave time attributable to that birth, adoption or foster placement.

Intermittent leave will be granted in increments as permitted under 29 C.F.R. § 825.205.

11.2 **EMPLOYMENT ELSEWHERE**

Any leave of absence, except as provided in this Article, will be automatically terminated and the employee will be considered to have voluntarily terminated if the employee is actively employed elsewhere or becomes self-employed (other than a farmer) while on leave of absence. Nothing in this provision shall prevent an employee who had a business prior to the leave of absence or buys a business during the leave of absence from continuing to operate that business so long as the employee does not do work that violates any medical restrictions or extends the leave of absence

to continuing working at such other business.

11.3 **FALSE INFORMATION**

Any employee who gives false information to obtain or to continue a leave of absence will be subject to disciplinary action, up to and including termination, and such discipline may be the subject of a grievance under the grievance procedure.

11.4 **REINSTATEMENT**

Upon returning to work within the prescribed period of a leave of absence, an employee shall be placed in accordance with the provisions of this Article. Anyone reinstated after twenty-six (26) weeks of absence will not be assured of returning to the same job they had at the time they left.

11.5 **MEDICAL RELEASE**

A. Before returning to work from a leave of absence for non-personal medical reasons of thirty (30) or more days irrespective of the reason for the leave, the employee must obtain an employment physical, including a drug test from the Company physician.

Any employee who returns to work from a leave of absence of thirty (30) or more days for medical reasons (work related or personal medical reasons) must provide a doctor's excuse and pass a drug test.

B. An employee who has been treated for an industrial illness or injury must notify the Human Resources Department of any return visit which is required for medical treatment arising out of such industrial illness or injury. Provided an employee has so notified the Human Resources Department in advance thereof and, further has scheduled such required return visit to be during the last hour of his normal shift if he is a Day Shift employee or during the first hour of his normal shift if he is an Afternoon Shift employee.

C. In the event there is a dispute between the employee's personal physician and the Company physician, a third physician shall be chosen by the two physicians for an independent examination of the employee. The cost of said independent examination shall be borne equally by the Company and the Employee. The Union will be responsible for initiating this process. The decision of the independent examination shall determine whether the employee can return to work.

D. An employee temporarily assigned other work as the result of the Company physician recommendation following an occupational injury or illness will be paid their current hourly rate for the balance of such assignment.

11.6 **BEREAVEMENT PAY**

Seniority employees who have a death in their immediate family (mother, father, spouse, son, daughter, brother, sister (including half and step siblings), stepchildren, stepparents, grandparent, mother-in-law, father-in-law, stepparents-in-law, grandchild, great grandchild) will be eligible for up to three (3) consecutive working days for eight (8) hour shifts or two (2) consecutive working days for twelve (12) hour shifts of bereavement pay to make arrangements for and attend the funeral or memorial service. Bereavement time off must occur within two (2) weeks

of the time the employee is notified of the death. To be eligible for bereavement pay, the employee must be an active employee. Pay so granted will be eight (8) hours per consecutive working day for an employee assigned to a regular five (5) day work week at the employee's straight time hourly rate plus shift premium. In the event of a twelve (12) hour shift assigned to a regular seven (7) day work week, the employee will be paid twelve (12) hours per consecutive working day at the employee's straight time hourly rate plus shift premium. For purposes of this Section "son" or "daughter" shall include adopted son or adopted daughter, and stepchildren.

A. In the event an employee is on vacation and suffers a death in his family of a relative set forth above, his vacation schedule shall be extended by the number of bereavement days provided he notifies the Company in writing.

B. An employee with seniority who suffers a death in his family as defined in paragraph C below shall be entitled to bereavement leave of up to two (2) consecutive working days, one of which shall be paid.

C. For purposes of subparagraph B, family shall consist of: son-in-law, daughter-in-law, dependent who lives in his household, great-grandparent, grandparent or great-grandparent of spouse, brother-in-law, or sister-in-law. The above categories shall include: stepbrother-in-law, sister-in-law; half brother-in-law, sister-in-law.

D. An active employee who suffers the death of an aunt or uncle (as set forth in remaining provisions of this subparagraph) shall be entitled to bereavement leave in keeping with the following: (i) for the death of the employee's father's blood sibling or employee's mother's blood sibling, bereavement leave of up to two (2) consecutive working days; and (ii) for the death of the current spouse of the employee's father's blood sibling or employee's mother's blood sibling, bereavement leave of one (1) working day. Pay for those days shall be granted in keeping with the provisions of the opening paragraph of this Section.

E. Employees with seniority will be given one day excused, unpaid absence for death for a niece or nephew.

F. Upon an employee's request, the Company will grant up to three (3) additional unpaid days of bereavement leave to an employee otherwise authorized to take bereavement leave pursuant to this Section. Provided that any additional unpaid day of bereavement leave under this subsection must be taken immediately before or after the employee's authorized bereavement leave.

11.7 **JURY SERVICE**

A. An employee with seniority who is summoned for jury duty, as prescribed by law, shall be paid by the Company an amount equal to the difference between the amount of wages the employee otherwise would have earned by working during straight time hours, minus night shift premium, for the Company on that day and the daily jury duty fee paid by the court (not including travel allowance or reimbursement of expenses) for each day on which he otherwise would have been scheduled to work for the Company.

B. Employees must notify the Company within twenty-four (24) hours after receipt of notice of selection for jury duty.

C. Employees selected for jury duty, who are on other than the day shift, shall be assigned to the day shift for those days they are required to serve as jurors.

D. In order to be properly paid for jury duty, employees must bring documentation from the appropriate court official of the days of duty, and the amount of pay received. At the request of the Company the employee shall state the time released from jury duty. This documentation must be turned in to the Human Resources Department at the end of each week.

E. Notwithstanding the foregoing provisions of this Section, the Company reserves the right to request the appropriate court authority to excuse an employee from jury service in the event such employee is working on a key operation in the plant where his absence could cause undue hardship because no qualified and trained replacement is available.

F. If the time spent on jury duty coincides with any of the employee's scheduled vacation, such jury duty day(s) shall not be considered as vacation day(s) and the employee affected may reschedule these vacation day(s) in accordance with the provisions of the Vacation Article.

ARTICLE 12
MILITARY LEAVE

12.1 **MILITARY LEAVE**

An 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 required 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 the employee makes application for re-employment within ninety (90) days after receiving a discharge and further provided 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.

12.2 **ENCAMPMENT PAY**

Any employee with seniority (at the time he leaves) who is called upon to perform active annual training duty, or temporary special services, as a member of an Armed Forces Reserve who loses time from his regularly scheduled work week will be paid the difference between the pay he/she receives from the federal or state government for such reserve duty and his normal weekly earning for his regularly scheduled work week. Pay under this provision is limited to six (6) months per calendar year. The employee must provide a copy of the orders showing induction and discharge dates and the Company may verify said orders with the appropriate military

official.

ARTICLE 13
HOURS OF WORK

Time schedules, as set forth below shall continue for the duration of this agreement unless changed by mutual agreement between the parties.

13.1 **8 HOUR SHIFTS**

A normal work day on a five (5) day operating schedule shall be not more than eight (8) consecutive hours in any twenty-four (24) hour period. The normal work week shall not be more than a forty (40) hour week consisting of five (5) consecutive days, Monday through Friday.

1. The regularly scheduled workweek shall start at eleven (11:00) o'clock p.m. on Sunday.

2. For the purpose of this Agreement, the respective shifts shall be designated as follows:

First	7:00 a.m. to 3:00 p.m.
Second	3:00 p.m. to 11:00 p.m.
Third	11:00 p.m. to 7:00 a.m.

13.2 **12 HOUR SHIFTS**

A. If the Company implements a twelve (12) hour work day seven (7) days a week schedule, the schedule will be a 4-3 combination with Saturday, Sunday, Monday off every other week (see Schedule C-Twelve Hour Rotation Schedule).

1. The regularly scheduled work week shall start at 7:00 p.m. on Sunday.

2. For the purpose of this Agreement, the respective shifts shall be designated as follows:

A Shift	7:00 a.m. to 7:00 p.m.
B Shift	7:00 a.m. to 7:00 p.m.
C Shift	7:00 p.m. to 7:00 a.m.
D Shift	7:00 p.m. to 7:00 a.m.

(See Schedule C-Twelve Hour Rotation Schedule)

B. In the event the Company change from a twelve (12) hour shift to an eight (8) hour shift or from an eight (8) hour shift to a twelve (12) hour shift affects previously scheduled vacation plans of an employee, the employee will be permitted the previously scheduled time off. The time will be without pay in the event the employee does not have sufficient unused vacation when the employee is absent.

C. Employees are not to enter their work area earlier than necessary to report at their regular places at their regular starting time. They shall not remain in their departments, after the close of their regular shift, except for periods of authorized overtime.

D. All employees are to work to the end of their shift, and those employees on continuous operations are to remain on their jobs until relieved at the end of their shifts. If an employee working on a continuous operation is not relieved by an employee scheduled to work the following shift, the Company will attempt to secure relief as soon as possible, or at a time mutually satisfactory.

E. The Company will give at least seven (7) days notice and explanation prior to implementation or removal of any twelve (12) hour shift. The Company will not implement the twelve (12) hour shift in any area or department more than two (2) times per year unless by mutual agreement.

13.3 **NO GUARANTEE**

Regardless of the shift adopted by the Company, there is no guarantee of the minimum number of hours per week.

13.4 **REST PERIODS**

A. Employees on eight (8) hour shifts shall receive a ten (10) minute rest period in the first half of each shift and a ten (10) minute rest period in the second half of each shift, but such rest periods may be taken approximately at two (2) hours from the beginning of the shift and approximately two (2) hours from the end of the shift at the time designated by the Company. Lunch periods shall be twenty (20) minutes in duration, be away from the employee's workstation and shall be paid.

B. Employees working overtime of more than two (2) hours will be afforded a ten (10) minute break before the overtime shift and if he works greater than three (3) hours he receives an additional ten (10) minute break on the two (2) hour cycle.

C. In the event an employee is required to work a twelve (12) hour shift, the rest periods shall be as follows:

1. The first rest period will be of ten (10) minutes in duration and be approximately two (2) hours after the beginning of the shift.

2. The second rest period will be of ten (10) minutes duration and be approximately two (2) hours before the beginning of the lunch period.

3. The lunch period will be approximately six (6) hours after the beginning of the shift. The lunch period shall be twenty (20) minutes duration and shall be paid.

4. The third rest period will be of ten (10) minutes in duration and be at approximately four (4) hours before the end of the shift.

5. The fourth rest period will be of ten (10) minutes in duration and be at approximately two (2) hours before the end of the shift.

D. If the plant is operating on one continuous shift the lunch will be twenty (20) minutes and shall be paid. If the plant is not operating as a continuous operation, the lunch period may be changed to thirty (30) minutes in duration and will be unpaid.

E. The employee is expected to work the hours associated with that particular shift and achieve production standards for those hours worked exclusive of breaks and lunch.

13.5 **ALTERNATE SHIFTS**

A. In the event an employee is restricted to work forty (40) hours per week and overtime is worked in that employee's classification, the Company reserves the right to place the employee on a forty (40) hour per week schedule that requires working every other weekend. The hours of work shall be in accordance with 13.1 of this Article (unless modified by 13.5(B) below). The days worked shall alternate every other week. Monday through Friday one week and Tuesday through Saturday the following week.

B. In the event conditions such as power utilization requirements or other similar conditions require that a portion of the plant work a schedule other than the one set forth in this Article, the Company reserves the right to establish an alternative work schedule (a shift that may fluctuate work hours during the normal workweek schedules, other than the normal work hours defined in 13.1 and 13.2) for a portion of the work force. The Company will furnish information regarding the need for the change upon request.

C. In order to provide an incentive to employees toreport to work on scheduled Holidays, and weekends outside of the regularly scheduled workweek, the opportunitywill be given to allow the employees to enter into a temporary agreement thereby allowing them to stagger their shifts for that day. The provisions in Article 13.1 will otherwise continue except as specifically modified by the terms below.

1. The period for which the agreement form will last is only on the date specified on the form. Only one date per form is allowed.

2. The Temporary Staggered Shift Agreement will only be approved if the below criteria have been met:

   a. All affected employees in affected classification and/or shift (dept.) must agree with the staggeredhours.

   b. The hours flexed must touch their home shift. Whole 8-hour shifts (i.e. from 1st to 2nd shift) will not be permitted, unless agreed upon by the affected shift.

   c. All affected employees agree to allow the non-payment of half-time pay for those hours worked (under Article 15.2(A)) as well as shift premium for those hours worked (under Article 15.3) that would otherwise qualify.

   d. The staggered shift will not interfere with production or scheduling needs of the Company.

e. The Temporary Agreement form must be signed by all affected employees and approved by the Department Manager or their delegate.

13.6 **SUBCONTRACTING**

The Company will not subcontract production or maintenance work that the bargaining unit employees are capable of performing except in the following circumstances:

A. The work or project is of such a size or nature as to make it impractical to add persons to the regular bargaining unit.

B. The work is of such urgency or short duration as to make it impractical to add additional person to the regular bargaining unit.

C. The work requires special skills, special equipment, or licenses.

D. The Company can demonstrate that there are insufficient maintenance personnel available through scheduling limitations (overtime). Provided, however, that prior to subcontracting pursuant to this subparagraph D, the Company will post notice of the availability of such work (pursuant to the overtime provisions of this Agreement) and thereby seek qualified volunteers to perform such work. In the event that there are insufficient qualified volunteers to complete the work following such posting, the Company may subcontract the work pursuant to subparagraph D and, in such event, the qualified employees who volunteered for such work shall be offered equivalent overtime elsewhere in the plant.

E. The work is being performed as a part of the purchases of equipment or under a bona fide warranty.

F. The Company will meet with the Union President and Maintenance Chief Steward on a quarterly basis to discuss outside contracting.

G. Advance notice of contracting out and the justification therefore will be given to the Local Union President whenever possible. When advance notice is not possible, notice and explanation will be provided as soon as possible thereafter.

H. When a contractor(s) is working in the plant, other than under C, D or E above, overtime in the classification(s) that would normally perform the work will be available in 2 hour blocks pursuant to Article 14 during normal working hours of production operations within the plant. Normal production operations as used in this provision is when there is regular production scheduled (excluding start up) and a supervisor or a manager or an engineer or an electrical technician is present to oversee the operation.

I. Each year the company will provide the Union with a list of contractors that will provide services to the company on a blanket service order for work not done by those in the bargaining unit. This includes work like snow removal, yard mowing, janitorial services, water softening, etc. Other than work covered by such blanket service orders, anytime there is work to be subcontracted, the company will provide in advance the union with written notice that includes: (a) the name of the contractor, (b) the work to be performed, and (c) the reason under this provision that the work is being performed.

13.7 **MAINTENANCE TOOLS**

Maintenance employees are expected to furnish standard hand tools required to perform their daily tasks. The Company will repair or replace broken tools, or tools worn out as a result of normal work performed for the Company, provided they are not broken due to carelessness. The Company will repair or replace tool boxes that have been worn or damaged provided that the damage was not willfully caused by the employee or another employee. Such repair or replacement must be approved by the Area Manager (or person designated) or the equivalent. Metric tools necessary for work on equipment will be provided in a "gang box" for use by all employees. Tools will not be added to the tool list except by mutual agreement.

13.8 **GLOVES**

Gloves will be furnished by the Company to employees who are regularly assigned to jobs which require usage of gloves, as determined by departmental management.

ARTICLE 14
EQUALIZATION OF OVERTIME

All reasonable means will be taken by the Company to equalize overtime between employees who are recognized as qualified to perform the work of a given classification. Daily, Saturday, Sunday, and holiday hours shall be equalized separately, subject to the following provisions. The Company will, consistent with production demands, production schedules and available manning, endeavor to equalize overtime among shifts.

14.1 The Company shall maintain a list of all employees in the classification by seniority by shift. Employees who do not want to be contacted for available voluntary overtime may sign an Overtime Rejection Sheet. The employee's name will remain on the list until he or she removes it.

14.2 The Company shall also maintain a separate "voluntary out of class" list for each classification by seniority by shift. The list shall consist of previously qualified employees who wish to sign the list in the event that voluntary overtime cannot be obtained within the classification.

14.3 The Company shall first offer overtime to the employees in the classification (who have not signed the Overtime Rejection Sheet) on a "turns and rotation" basis. "Turns and rotation" basis means that each employee will be offered available overtime in descending order of seniority until the overtime opportunity has been filled. When the next opportunity occurs, the overtime will be offered to the employee next junior to the employee last offered overtime. Employees not at work will be considered to have been offered overtime when their "turn" was reached. Overtime turns and rotations lists will reset at every shift alignment unless otherwise specified in Article 14.13.

14.4 An employee who has signed the Overtime Rejection Sheet will be charged a turn each time the employee had the opportunity to work available overtime.

14.5 If an insufficient number of employees in the classification volunteer for overtime then

employees who have signed the "voluntary out of class list" shall be offered the voluntary overtime on a "turns and rotation" basis as described above.

14.6 If an insufficient number of employees volunteer for available overtime, the least senior employee(s) who is low on turns in the classification shall be scheduled for the overtime assignment. Overtime turns and rotations lists will reset at every shift alignment unless otherwise specified in Article 14.13. Employees not at work will be considered to have been offered overtime when their "turn" was reached. If an employee is passed on turns and rotation you do not go back at next available overtime, always go forward on turns and rotation.

Employees with machine rights will be assigned to their bid machine (home base machine), if open without regard to seniority. After these machine assignments have been made, further openings will be filled by seniority choice. The intent of this provision is that this principle be applied on-shift before offering the preferred machine assignment to an off-shift employee.

14.7 Except in the case of twelve (12) hour shifts schedules, daily overtime will be offered as follows:

A. Overtime for the last four (4) hours of the shift will be assigned to the employees of the next shift.

B. Overtime for the first four (4) hours of the shift will be assigned to the employees of the preceding shift.

C. In the Company's discretion, subject to production or maintenance needs, overtime can be offered in less than four (4) hour increments.

D. No employee can be scheduled for daily overtime unless it is before or after their normal scheduled shift.

14.8 In the case of twelve (12) hour shift schedules voluntary daily overtime will be offered to the employee on the shift(s) which are scheduled off. If split shifts are operated concurrently, a rotational overtime basis will be used.

14.9 An employee on a twelve (12) hour shift may not be scheduled to work overtime any more than one twelve (12) hour shift in a scheduled work week and only to cover an absence.

14.10 The Company will post all overtime under the time guidelines in this Agreement. Unless notice by the affected employee is given to the Supervisor not less than twenty-four (24) hours before the weekend overtime is to be worked (or in the case of daily overtime, not less than one (1) hour before the time daily overtime is to be worked) or the Company fails to post overtime, subject to Article 14.25 the penalty for a violation of this article is that the employee will be paid for hours lost due to Company failing to follow this provision.

14.11 Scheduling Daily Overtime in Advance. By thirty (30) minutes after the start of each respective shift, each department will post (and Canvass) known available daily overtime openings for the following day for absences (Monday available overtime will be posted on Friday). Employees

may sign up for voluntary overtime for which they are qualified for the first four hours of their shift, however the limitation of section 14.15 regarding working out of class will apply. Once time for volunteers to sign up for the daily overtime has expired, the supervisor will fill the remaining slots for daily overtime by turns and rotation for employees in the class. Overtime turns and rotations lists will reset at every shift alignment unless otherwise specified in Article 14.13. Two (2) hours before the end of each shift, each department will post (and personally tell the employees) the daily overtime schedule for known daily overtime for the following day. Any employee absences from the schedule posted will be subject to the disciplinary policy.

A. Employees who work daily overtime may be moved as available labor out of class to satisfy the Company's production needs if the employee agrees.

B. If there are absences or emergencies unknown to the Company at the time the daily overtime schedule was posted that must be filled by overtime, the Company will follow the contractual language for daily overtime vacancies as set forth in this Article 14.

1. If there are absences known by the Company two (2) hours before the start of the daily overtime schedule involving a two-man operation, the department will contact the scheduled employee affected giving the employee an opportunity to perform alternative work which he is qualified to perform or to cancel scheduled overtime.

C. In no event will an employee who volunteered for overtime for the day also be scheduled for the same day.

D. If an employee volunteers for overtime and the overtime is cancelled, it will count as overtime under section 14.12 and the employee who volunteered will not lose the turn in rotation. If an employee is scheduled for overtime and the overtime is cancelled it will count as scheduled overtime.

E. If there are more volunteers than daily overtime available, the volunteers will be filled on a turns and rotation basis. Overtime turns and rotations lists will reset at every shift alignment unless otherwise specified in Article 14.13

F. No employee will be permitted to work more than sixteen (16) hours in a twenty-four (24) hour period.

14.12 A two (2) hour notice will be given for daily overtime work whenever possible. No employee on an eight (8) hour shift can be scheduled for daily overtime more than three times per week, if they are not scheduled for work on Saturday and no more than two times per week, if they are scheduled for work on Saturday or if their Saturday has been posted per Article 14.13(A)(2), except in cases of emergency. If an employee volunteers for overtime, the voluntary overtime will count as scheduled overtime when the voluntary overtime is worked on a weekday in the employee's job classification. Provided, however, that an employee may not trade voluntary overtime for any reason, and, provided further, that the Department Manager may approve Saturday work off. Volunteering for overtime will be filled on a turns and rotation basis

consistent with Section 14.11(E).

14.13 For both continuous and non-continuous shifts Saturday, Sunday Start-up and Sunday Emergency work will be solicitated and scheduled as set forth below:

A. Saturday weekend work

1. By thirty (30) minutes after the start of each respective shift on Tuesday, each department will post (and Canvass) known available Saturday work openings for the upcoming Saturday by posting a voluntary sign-up list. Employees have until lunchtime on Thursday (This would be 3:00 a.m. Thursday for 11-7, 11;00 a.m. Thursday for 7-3, and 7:00 p.m. Thursday for 3-11) to sign up for voluntary overtime for which they are qualified for, However, the limitation of section 14.15 regarding working out of class will apply.

2. By thirty (30) minutes after the start of each respective shift on Tuesday, each department will post the weekend crew to be scheduled by A or B, or by the number of employees requested in the solicitation. Employees wanting to work their assigned A or B weekend, have until lunch time on Thursday (This would be 3:00 a.m. Thursday for 11-7, 11:00 a.m. Thursday for 7-3, and 7:00 p.m. Thursday for 3-11) to sign up for the Saturday work openings to be scheduled. Employees assigned to the weekend crew to be scheduled will have precedence over employees assigned to the opposite crew.

3. Once the time for Employees wanting to work their assigned A or B crew Saturday overtime has expired, the supervisor will fill the remaining slots for the Saturday overtime with employees from the volunteer list by seniority by shift on a "turns and rotation" basis. If an insufficient number of employees volunteer for Saturday Overtime, then the Supervisor will fill the remaining slots by turns and rotation for employees in the assigned A or B Crew posted.

4. Two (2) hours before the end of each respective shift on Thursday, (This would be 5:00 a.m. Thursday for 11-7, 1:00 p.m. for 7-3, and 9:00 p.m. for 3-11), each department will post the Saturday overtime schedule for the upcoming Saturday work.

5. Any overtime trade sheets for Saturday work will be considered after Saturday overtime schedule has been posted.

B. Sunday Start-up work

1. By thirty (30) minutes after the start of each respective shift on Tuesday, the Maintenance department will post and Canvas, independently by class, known available Sunday Start-up openings for the following Sunday Start-up. Qualified Maintenance Mechanic or Maintenance Electrician employees may sign up for the voluntary overtime until lunch time on Thursday on each of their respective shifts (This would be 3:00 a.m. Thursday for 11-7, 11:00 a.m. Thursday for 7-3, and 7:00 p.m. Thursday for 3-11) before the Sunday start-up work.

2. Two (2) hours before the end of each respective shift on Thursday, (This would be 5:00 a.m. Thursday for 11-7, 1:00 p.m. for 7-3, and 9:00 p.m. for 3-11), the Maintenance department will post the Sunday Start-up overtime schedule. Turns and rotations will reset with the January 1st shift alignment (the first Monday of January) every year.

C. Sunday Emergency work

1. All Sunday emergency call-in overtime will be solicited in accordance with Article 14.1 - 14.5. Turns and rotations will reset with the January 1st shift alignment (1st Monday of January) every year.

14.14 Once coverage has been completed by 14.1 – 14.12 above, the Company may then ask any qualified employee in that classification on a voluntary basis for any extra help the Company deems necessary. If no volunteers, the Company may then ask any qualified employee.

14.15 Only employees who have been scheduled the maximum daily overtime allowed pursuant to Article 14.20 shall be offered overtime in another classification regardless if he/she has refused overtime in his/her classification and another employee in this classification is forced to work. No employee who has not been scheduled the maximum daily allowed overtime pursuant to Article 14.20 shall be offered overtime in another classification if he/she has refused overtime in his/her classification and another employee in his/her classification is forced to work.

14.16 An employee scheduled to work overtime may be allowed off if he/she can obtain a qualified replacement so long as a "trade sheet" is provided. The replacement shall be paid at the rate of the job, irrespective of the replacement's normal rate of pay.

14.17 The Company will not schedule an employee on an eight (8) hour shift to work on a Sunday. An employee on an eight (8) hour shift will not be scheduled to work on more than every other Saturday. When an employee works voluntary overtime on a Saturday, that employee will not be considered as having been "scheduled to work" under section 14.16. To assist in scheduling, employees are required to notify their supervisor if the scheduled overtime would violate this provision.

14.18 There are no monetary restrictions on the Company in back filling on jobs. However, if back filling occurs it must be done within reason. Without limitation of examples of "within reason" would include backfilling to avoid scheduling overtime, to place a qualified person in a position, or to avoid shutting down a function, job or operation.

14.19 The Company may utilize on shift qualified employees whenever possible to fill needed jobs and avoid overtime.

14.20 When overtime is required, the Union and the employees will cooperate in working the necessary overtime consistent with the employee's health and safety. No employee shall be required to work more than twelve (12) hours in any one day. No employee will be allowed to work more than sixteen (16) consecutive hours nor required to work more than three (3) twelve (12) hour shifts in succession. No employee will be required to work more than fifty-six (56) hours in any work week when they are scheduled on Saturday or if their Saturday has been

posted per Article 14.13(A)(2), and fifty-two (52) when they are not scheduled on Saturday, except in cases of emergency. If the employee reaches sixty (60) hours prior to shift end, the employee will be expected to finish the scheduled shift. Should the employee notify the supervisor in advance of working the scheduled over time the supervisor will give the employee the option of working the entire shift or the supervisor will go to the next person in the rotation.

14.21 The Company will post, by person and position, the weekends for the year for which the employee can be scheduled. All positions in the plant will be assigned to either A or B based upon dividing the plant so one half of the employees could operate the plant, department or classification. The Company will then schedule weekend overtime for either an A or B. Employees in an A job will only be scheduled on A weekends and employees in a B job will only be scheduled on a B weekend.

A. Employees in A will be allowed to use Day at a time vacation on an A weekend and Employees in B will be allowed to use Day at a time vacation on a B weekend at Management's discretion.

B. Employees will be permitted to trade their scheduled weekend with other employees with management approval. Any employee who trades for a weekend, will not be considered to have been scheduled for that weekend.

C. Once the schedule is assigned, the A or B classification will remain with the job and the person bidding, is cut back, or recalled into the position will accept the A or B classification of that job. Any time a job is posted, the posting will include the classification of A or B. The person who is awarded the job will take the position subject to the A or B classification as is even if it means the employee will be scheduled two consecutive weekends. In the event of a layoff that results in a disproportionate amount of either A or B persons from an area, or a shift realignment under Article 9, the parties will meet and confer regarding realignment.

D. The A and B schedule for the year will be by the department soliciting the employee's scheduled crew in order of seniority at the January shift alignment, (The first Monday in January).

E. In the event an employee is confronted with a hardship (for example if an A employee has custody of children on the A weekend) with respect to the A or B assignment, the Company will permit a reassignment.

F. The language of 14.21 is not mandatory and will be implemented after notice from the local union to the operations manager. Within ten (10) days of notice by the Union the Company will provide the Union with the proposed A and B listing. The Company may make adjustments in the listings to accommodate issues in 14.21(E) during the next ten (10) days and this Article 14.21 will be implemented on the next weekend twenty (20) days after the notification by the Union starting with A, unless the time is extended by mutual agreement or unless the Union tells the Company before the language is implemented that it does not want to proceed with the use of this language.

G. This language will not be applied to employees on a twelve (12) hour shift (4 crew). If a

job is moved from a twelve (12) hour shift to an eight (8) hour shift, the job will be assigned an "A" or "B" designation. The restrictions on not working consecutive weekends will not apply for the one week after the shift is changed either to or from a twelve (12) hour shift.

14.22 When an employee who is scheduled for Saturday or Sunday work and who departs at the conclusion of his scheduled shift on Friday without notice of cancellation of work and has not been informed by the Company prior to reporting to work, then said Saturday or Sunday work will not be canceled without giving the employee an opportunity to perform alternative work which he is qualified to perform or, subject to 14.25 below, be paid four (4) hours. This paragraph shall not apply when the Company could not reasonably have foreseen the event giving rise to the cancellation such as work stoppage, material shortages (that result in a shutdown of a Classification), machinery breakdown or mechanical or power failures and an attempt to notify the employee was made.

14.23 When an employee accepts overtime, they will be considered absent if they do not honor their commitment. The Absenteeism Policy will apply unless employee walks off the assignment, then the Company Rules apply.

14.24 In the event an employee volunteers for overtime (irrespective of the reason the employee volunteers), the employee will be paid the rate of the job for the hours worked.

14.25 For violations of Articles 14.10, 14.13, and 14.22, it is the obligation of the employee to notify the scheduling supervisor of the error.

A. If the employee is in the plant, the employee must notify the supervisor within one hour prior to the end of the employee's shift or within ten (10) minutes of a late scheduled overtime due to an emergency or late call off. If in correcting the error, the employee scheduled to stay is sent home (whether the employee volunteered or was scheduled), there will be no minimum payment to that employee. If the employee fails to notify the supervisor of the error before the employee leaves the plant on the day the overtime is scheduled, there will be no monetary penalty. If the supervisor is told of the error before the employee leaves the plant on the day the overtime is scheduled and fails to make the correction, the employee who was denied the overtime will be paid for the hours the employee would have worked.

B. If an employee is not in the plant and should have been called for overtime, the employee will be offered the next turn in the rotation. If the employee is missed a second time in any thirty (30) day period, the employee will be entitled to the missed overtime up to four (4) hours.

14.26 All employees will be guaranteed twelve (12) hours off between scheduled shifts or scheduled overtime.

14.27 When an employee takes a half-day off of work, the Company may schedule that employee to work overtime during the shift immediately before or after the hours that the employee is at

work. For example, an employee who takes off the second half of his or her shift may be scheduled for overtime during the shift preceding his or her scheduled shift. An employee who takes off the first half of his or her shift may be scheduled for overtime during the shift following his or her scheduled shift.

ARTICLE 15
WAGE APPLICATION

15.1 The general wage scale set forth in Schedule B and the various rates contained therein will remain in effect for the life of this Agreement.

Pay rates are based upon existing expectancy rates for the job performed. Expectancy rates will change as processes are changed. To the extent any existing expectancy does not recognize prior process changes, the expectancy may be changed after a time study.

A. The plant expectancy rate for incentivized jobs will be an eighty-five (85) unit hour.

1. Any employee assigned to an incentivized job, and who falls below an 85-unit hour average for a week (Monday-Sunday), for two of any four consecutive weeks, will be subject to discipline under Titan's Rules and Regulations in accordance with Article 7.3.

i. In lieu of a third violation suspension, the employee will be placed into remedial training for a period of one week.

ii. In lieu of a fourth violation termination, the employee will be disqualified in accordance with Article 9.6 (I) (2).

iii. If an employee's weekly average is 85-unit hour or higher for any four consecutive weeks, the employee will be rewarded by having one disciplinary step, under Article 15.1, removed.

B. The limit (maximum) unit hour for incentivized jobs will be one hundred and five (105) unit hour.

1. Management reserves the right to cap this incentive, by department, on a day-by-day basis upon a 24-hour advanced notice, in writing, to the Union.

C. All employees working in a department that has incentive pay are required to turn in an incentive card at the end of their respective shift. Employees failing to turn in their incentive card will have 24 hours to turn in the required documentation. If no card is submitted within 24 hours, no incentive will be paid for that day and will be noted as a 0-unit hour for purposes of calculating their weekly average. If this is a continued occurrence, the employee will be subject to discipline under Titan's Rules and Regulations in accordance with Article 7.

D. Incentive will be paid as follows: Upon building an 85-unit hour the employee will be paid

an additional $3.00 per hour. All production built beyond the required 85-unit hour will be paid at $0.225 per unit hour, taking into account tenths of unit hours as needed. The maximum payout for producing a 105-unit hour will be $7.50 per hour.

E. An employee that builds a product that is scrap or unacceptable, as determined by the Company, has the option to fix the product, in lieu of discipline. However, the employee will not receive incentive pay for time spent fixing it. If the product cannot be fixed, the employee will be issued disciplined.

F. An employee in an incentivized department, training another employee, will be paid a 90-unit hour. The employee receiving training will be paid their hourly rate unless the employee being trained qualifies for incentive pay.

G. An employee in an incentivized department, building experimental or development products will be paid a 90-unit hour.

H. An employee in an incentivized department, working on non-rated work, will be paid a 90-unit hour if the employee gives a good faith effort, as determined by the Company. If the employee does not give a good faith effort, they will be paid the base rate of the job in accordance with Schedule B.

I. Any employee moved to an incentivized job (whether voluntarily or used as available labor) in which they are qualified and have worked within the past 12 months, will be subject to Article 15.1. If they do not meet these requirements, they will be paid a non-rated 90 UH if the employee gives a good faith effort, unless they choose to work under incentive.

J. Treading operators will be paid 100-unit hour and will be a continuous operation.

K. Employees working in an incentivized department will not be scheduled daily overtime unless that department is running the maximum unit hour of 105.

L. The Company will calculate the proper incentive goal based on the Company and Union time studies. The results of any conducted time study will be handed to the Company within 48 hours of the study being taken. The present method of calculating incentive goals will be continued.

M. The Company will furnish a copy of all new or revised incentive goals to the Union time study representative at least 24 hours prior to the incentive goal being published. The notice will include the new or revised standard practice as well as the old and new time study.

N. In case of new operations that are the same as existing operations, accumulated data from existing time studies may be used in the establishment of incentive goals. The Union may request a time study check on any new rate established.

15.2 **OVERTIME PREMIUMS**

A. Time and one-half the regular straight time hourly rate, including shift premium shall be paid for all time worked in excess of eight (8) hours in any one day. For purposes of calculating overtime, time worked shall also include union business hours, holiday hours, paid bereavement leave, jury duty, vacation hours and hours lost through no fault of the employee. Irrespective of the language in this paragraph, time and one half will not be paid for employees who use vacation on a Saturday to avoid working a scheduled Saturday.

B. Two (2) times the employee's straight time hourly wage rate, including shift premium, shall be paid for hours worked on holidays and for Sundays. In those instances where employees work a seven (7) day work week with twelve (12) hour shifts, the employee shall not receive double time for work on Sunday unless the Sunday is a holiday or the employee has volunteered to work hours on a Sunday on which the employee would not be regularly assigned to work (i.e., on the employee's "off-Sunday"); provided, however, that such 12-hour employee will not be paid double time if the employee has traded with another employee to perform such Sunday work.. In those instances where employees work on a holiday, the employee shall be entitled to two (2) times the employee's straight time hourly wage rate for the hours worked, including shift premium plus holiday pay.

C. There shall be no pyramiding of overtime premium pay except as set forth in 15.2(B) above. Employees shall not receive premium pay under any more than one of the above provisions for the same hours worked.

15.3 **SHIFT PREMIUMS**

All employees assigned to the 11 PM to 7 AM shift, 3 PM to 11 PM shift, C shift, or D shift shall receive a premium of fifty cents ($.50) per hour worked. Night shift premium shall only be paid for "hours worked." All employees will get shift premiums for all hours worked from 3 p.m. to 7 a.m. Provided, however, that effective in the last year of this Agreement, the premium set forth above shall increase to seventy-five cents ($.75) per hour worked.

15.4 **REPORTING WHEN REGULAR JOB IS UNAVAILABLE**

An employee who reports to work without having been notified that there will be no work available on that employee's regular shift, will be assigned to other work for the day and guaranteed at least four (4) hours work that day. This provision is applicable only if the employee has on file in the personnel office the most recent telephone number where he/she can be reached.

15.5 **FOUR HOUR GUARANTEE FOR CALL IN**

Employees who are called into work at a time other than their regular shift shall receive at least four (4) hours of work that day. This guarantee of four (4) hours does not apply to employees called in within three hours in advance of their scheduled shift who continue to work their scheduled shift.

ARTICLE 16
HOLIDAYS

16.1 **HOLIDAYS RECOGNIZED**

The Company recognizes the following holidays that will be granted during the calendar year for all then actively working bargaining unit employees. An employee who is inactive from work for whatever reason at the time of the holiday will not qualify for holiday pay:

New Year's Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas Day

The Company will also grant each employee one (1) floating holiday each calendar year. The employee will be permitted to take this floating holiday consistent with the notice and selection provisions of the Company's day-at-a-time vacation policy set forth in Article 17.3.

The holiday schedule for this contract is in Schedule E. Good Friday will be a split holiday for the 11 p.m. to 7 a.m. shift at management's discretion.

The Company will recognize the legal holiday as the day observed, unless the holiday falls on a weekend. If the holiday falls on a Saturday, it will be observed on Friday and if it falls on Sunday, it will be observed on Monday. For those employees working on a twelve (12) hour shift where they are scheduled to work on the holiday, the actual holiday will be observed. In no event will an employee be entitled to compensation for both the observed holiday and the actual holiday.

16.2 **HOLIDAY PAY AND ELIGIBILITY**

A. When an employee does not work on the designated holiday, the employee will be paid an amount equal to the employee's hourly rate plus shift premium multiplied by the number of hours in the employee's normal work day.

B. An employee who is scheduled to perform work on a holiday but who fails to report, or give notice of intent not to report, or does not have a good cause for failing to report for work shall not receive pay for the holiday that was not worked.

C. When a holiday falls within an employee's scheduled vacation period, the employee shall receive his holiday pay in addition to his vacation pay. In lieu of pay, this vacation may be taken at a later date one day at a time so long as all conditions of section 17.3 are met.

D. Employees on a twelve (12) hour shift, seven (7) day a week schedule who are scheduled to work on Easter Sunday and have been paid holiday pay for Good Friday, shall not be entitled to any holiday pay for Easter Sunday. If the employee does not receive holiday pay for Good Friday, the employee may observe Easter Sunday as the holiday.

E. An employee shall not be eligible for holiday pay if he fails to work his last scheduled shift prior to, and his first scheduled shift after, such holiday unless such absence occurred under the following conditions:

1. An employee whose absence on the last scheduled shift before or after the holiday is due to bereavement leave, serious illness in the immediate family, or a proved unavoidable illness, shall be eligible to receive holiday pay if said absence is documented. Documentation shall be submitted to the Human Resources department.

2. "Proved unavoidable illness" shall be interpreted to mean the burden of proof rests on the employees. "Immediate family" shall be interpreted as in Article XI Section 11.6, Bereavement Pay.

F. Employees who absent themselves after agreeing to work on a holiday shall not receive holiday pay unless the reason for the absence is a documented personal injury or proven unavoidable illness of the employee, the employee's spouse or child, or death in the immediate family.

G. An employee who is absent from work because of a death, as defined in section 11.6 of this Agreement during any holidays currently in effect shall receive holiday pay in addition to bereavement pay for such holiday and his bereavement time shall be extended by the number of holidays.

H. Sunday shall not be considered a regularly scheduled shift or work day in determining an employee's eligibility for holiday pay except for those employees scheduled to work on Sunday as a result of twelve (12) hour shifts or other regularly scheduled shift schedules. If Sunday work is accepted by the employee, it will be considered as a regularly scheduled shift or work day in determining holiday pay.

I. If an employee(s) is denied holiday pay for any holiday listed in this section, the Company will give a list of the employee(s) affected and reason for denial to the Local Union President or his designated representative no later than Friday following the week in which the holiday is observed.

J. An employee who is required to serve on a jury as set forth in section 11.7 on a recognized holiday will receive holiday pay in addition to any pay received from the court for such jury service. In such event, the employee may, with advance notice, be excused for the number of holidays occurring while he is on jury duty immediately following such jury duty.

K. If a recognized holiday should occur during an employee's period of military encampment as set forth in section 12.2, the employee will be paid holiday pay in addition to any earnings received from the state or federal government for that day.

L. If a recognized holiday falls on a Friday, the following Saturday will not be scheduled for

eight (8) hours shifts.

ARTICLE 17
VACATIONS

17.1 **ELIGIBILITY**

Vacations shall not be accumulated from one year to another except as specified in Article 17.1(K). Vacation in excess of the limitations listed in Article 17.1(K) must be taken within twelve (12) months service time, after the employee's eligibility date. The Vacation Year shall be the calendar year, January 1 through December 31.

A. Employees will receive for the hours of vacation and vacation pay as follows:

HOURS WORKED BETWEEN DATES OF CONSIDERATION	VACATION HOURS EARNED 8 HOUR SCHEDULE			
	At least 1 yr. less than 5 years	At least 5 yrs. Less than 12 yrs.	At least 12 years	At least 25 years
1040 or more	80 hours	120 hours	160 hours	200 hours
520 to 1040	40 hours	60 hours	80 hours	100hours
Less than 520	0 hours	0 hours	0 hours	0 hours

HOURS WORKED BETWEEN DATES OF CONSIDERATION	VACATION HOURS EARNED 12 HOUR SCHEDULE			
	At least 1 yr. less than 5 years	At least 5 yrs. Less than 12 yrs.	At least 12 years	At least 25 years
1040 or more	84 hours	126 hours	168 hours	210 hours
520 to 1040	42 hours	63 hours	84 hours	105 hours
Less than 520	0 hours	0 hours	0 hours	0 hours

After thirty (30) years of employment, an employee will receive one (1) additional week of paid vacation time during the year in which the employee retires on a one-time only basis.

B. If the Summer Plant Shutdown is scheduled, it will be scheduled during the week of July 4 and either the week before or the week after. Notice of the shutdown dates will be posted no later than November 15 of the previous year. Employees will take paid vacation at this time.

C. If only one week of shutdown is scheduled during July, a second shutdown of up to a week may be scheduled during the Christmas holidays. Notice of the shutdown dates will be posted no later than January 1 of the year under consideration.

D. Employees off work for temporary lack of work as outlined in Article 9.4, vacation and military leave, not to be inconsistent with current practice, shall receive credit for such hours for purpose of computation of hours in Section 17.1(A).

E. Vacation time shall be considered hours worked for the purposes of overtime.

F. Employees must take at least two (2) weeks of paid vacation each year provided that they have earned at least two (2) weeks of vacation.

G. Employees may earn up to forty (40) hours of unpaid vacation time off after ten (10) years of service and up to eighty (80) hours of unpaid vacation time off after twenty (20) years. Unpaid vacation may be taken a day at a time on weekdays, but not on Saturdays or to avoid scheduled weekend work. Vacation will be pro-rated when employees switch to or from a 12 hour shift.

H. Hours for a leave of absence will be counted as hours for calculation of vacation in this provision provided the employee returns to work from the leave of absence and remains actively at work for a period of not less than ten (10) working days following the employee's return to work. Hours for a lay off will not be counted as hours for calculation of vacation.

I. After the first year of work, any employee will be entitled to two weeks of vacation, irrespective of the hours worked. This shall only apply for the employee's first anniversary.

J. If an active employee is scheduled for less than forty (40) hours (i.e., short-shifted) in a work week, but for not less than thirty-two (32) hours in a work week, and the employee works all of his/her scheduled hours in the involved work week, the employee will be credited with forty (40) hours for purposes of the computation of hours worked in Section 17.1(A).

K. Not more than forty (40) hours of paid vacation time off to which an employee is otherwise eligible under the provisions of this subsection may be rolled over to the following calendar year if the employee has not used those hours by December 31 of the year.

17.2 VACATION PAY

A. Employees shall be paid at their regular rate of pay as they received during the week they observe their vacation. Payment for vacation shall be paid in rotation. Payment for vacation shall be paid in the preceding week's pay period, as a separate paycheck if they have scheduled a full week of vacation and have indicated their intent to do so on the vacation form.

B. At the employee's request vacation pay will be paid in lieu of time off for earned vacation in excess of two weeks and will be paid at the employee's regular rate of pay as of the time of the anniversary date of hire and further shall be paid on the payroll period

immediately following the date requested.

C. Except as otherwise provided in Section 17.1(K) above, if an employee fails to take his vacation by December 31, he shall receive his accumulated vacation pay in lieu of vacation on the pay-period prior to December 31. It shall be paid at his regular pay as of that payroll period.

17.3 VACATION PERIOD AND SCHEDULING

A. Vacations scheduled outside of the Summer Shutdown period will be granted at times most desired by employees in order of seniority as set forth below.

B. For the purpose of scheduling vacations, vacation forms will be sent out the third week in November and must be returned by December 15. An employee will only be allowed to schedule the vacation s/he has earned as of December 1. The Company will, in advance of the scheduling, determine the number of employees eligible for two (2) weeks of vacation during the months of June, July and August time period and will post a schedule reflecting when the vacation may be scheduled during the June, July and August time period. Employees shall be canvassed twice by seniority to schedule their vacation, or remaining vacation. The first canvas the employees will be allowed to schedule two (2) weeks of their vacation during June, July and August. The second canvas the employees will be allowed to schedule any remaining weeks, subject to the limitations of this Article.

C. If the employee does not state vacation date preference by December 15, they will be passed by and any later preference made by the employee will not be allowed if it conflicts with another employee's prior choice or causes an interruption in production requirements. The vacation schedules shall be posted by December 23. In weeks other than a week where there is a Holiday, a week shall not be considered as "taken" unless three (3) days in that week have been scheduled.

D. For vacations scheduled in accordance with this 17.3(B), (including instances where an employee voluntarily agrees to change a scheduled vacation at Company request) the following rules apply:

1. In classifications with eight (8) or more employees at least two (2) per shift Monday through Friday will be granted vacation.

2. In classifications with less than eight (8) employees at least two (2) employees will be granted vacation on Monday through Friday.

3. Vacations scheduled under this 17.3(B) shall not be changed unilaterally by the Company for any reason.

E. In the event the employee fails to schedule vacation in accordance with 17.3(B), or in the event the employee changes the schedule (other than at Company request), then the vacation will be scheduled:

1. In classifications with eight (8) or more employees at least two (2) employees in the classification per shift on Monday through Friday will be granted vacation.

2. In classifications with less than eight (8) employees at least two (2) employees will be granted vacation Monday through Friday.

F. For "day at a time" vacation scheduling, employees must request the time off at least 48 hours in advance, unless the employee and the Area Manager mutually agree to a shorter time. For scheduling purposes, employees may schedule, in order of seniority, day at a time vacation as follows:

1. In classifications with eight (8) or more employees at least two (2) employees per classification per shift on Monday through Friday may be granted vacation.

   a. However, for up to three days in any given week up to three (3) employees in the classification per shift on Monday through Friday may be granted day at a time vacation.

   b. The limitations in 17.3(F)(1)(a) above for day at a time vacation shall not apply to an employee seeking to extend a vacation week or to an employee seeking to schedule day at a time vacation before or after a scheduled holiday.

2. In classifications with less than eight (8) employees at least two (2) employees on vacation on Monday through Friday.

The provisions of this Article 17 notwithstanding, and only in classifications with eight (8) or more employees on a given shift, up to four (4) employees will be allowed to take vacation on a Monday through Friday (whether through a combination of full week vacations and/or single day vacations (with not more than two (2) employees in that classification on the shift being allowed to use a full week of vacation at the same time)).

G. If the Company offers work to employees during vacation shutdown periods, the following shall apply:

1. When possible, the work shall be offered at least two (2) weeks in advance of the shutdown. In case of emergency or break down of equipment, the notice may be shorter.

2. The work shall be offered on the basis of seniority in the following order:

   a. Employees in the classification and area where the work is sought.

   b. Qualified employees who have insufficient vacation to cover the shutdown.

   c. Any qualified employee.

H. **HALF DAY VACATIONS**

Employees may use day-at-a-time vacation in half-day increments. The following rules would apply to usage of half-days of vacation:

1. Half-days would count the same as full days in the department allocations. Two matching half-days would count as one allocation.

2. Half-days would be scheduled in same manner as day-at-a-time vacation.

3. Employees would not be allowed to match the half-day request if the two half-days would exceed the department allocation.

4. All day-at-a-time vacation scheduling (full or half-day) must be considered in relation to production requirements.

5. If requests for the same day at the same time are made, preference would be given to a full day request over a request for half-day vacation.

6. Subject to Section 14.27, employees taking a half-day vacation may still sign and be scheduled for daily overtime.

I. Vacations of one (1) week or more in duration the Company will excuse the employees from their normal days off immediately before and after their scheduled vacation period. When an employee takes full vacation days (or other full-day paid time off through the use of UB time, bereavement leave, jury duty, or Holiday) on a consecutive Wednesday, Thursday, and Friday, the employee will not be scheduled to work on the following Saturday unless the employee volunteers to work on that Saturday.

J. All full-week vacations will start on the employee's first regular workday of his regular workweek, however, upon request by the employee deviations may be made at management's discretion.

K. While the Company reserves the right to close the plant or one or more departments as a designated shutdown period, it will to the extent possible give the Union advance notice to accommodate employees' vacation schedules already in place. In the event the Summer Shutdown is canceled, the Company will give the Union advance notice by February 15th of the year involved.

L. Employees required to work shutdown shall be canvassed twice by seniority to schedule their vacation, or remaining vacation. The first canvas the employees will be allowed to schedule two (2) weeks of their vacation or remaining vacation during June, July and August in accordance with 17.3(B) above. The second canvas the employees will be allowed to schedule any remaining weeks, subject to the provisions of this Article.

M. Except as may be otherwise set forth in Section 11.1(D) with regard to the intermittent use of paid vacation time for qualifying family and/or medical leave, vacation may only be used in full day or half-day increments as provided in this Article.

17.4 **VACATION PAY UPON TERMINATION OF EMPLOYMENT**

A. An employee who has qualified for vacation upon termination of his employment will receive his vacation accrued but unused vacation pay on the basis of the hours worked and years of service as set forth in section 17.1(A) above. If an employee has vacation earned in more than one (1) vacation year he shall receive vacation pay for each year in which it is earned.

B. Not withstanding the above, an employee with less than one (1) year of continuous service shall not be entitled to receive vacation pay upon termination.

ARTICLE 18
JOB CLASSIFICATIONS AND RATES OF PAY

18.1 **LABOR GRADES AND RATES OF PAY**

The labor grades, rates of pay and progression intervals shown on Schedule "A & B" attached hereto and made a part hereof shall remain in effect during the term of this Agreement.

18.2 **PAY RATE UPON UPGRADE**

The Company agrees that it will move employees on Mondays and any pay increases shall start on that day. In all other instances, an employee's pay shall reflect any pay increases on the day the employee becomes eligible for such increase.

18.3 **PAY DAY**

. Pay date shall be Friday of each week. Any employee who (l) as of the ratification date of this Agreement has enrolled direct deposit, or (2) is hired after the date of ratification of this Agreement shall be paid wages weekly by direct deposit into the financial institution of the employee's choice. All employees enrolled in direct deposit will receive a paper payroll stub document reflecting the amount of wages paid. All new hires will have two pay dates to provide payroll with necessary financial institution documentation or they will be enrolled in ADP's Wisely pay card program.

18.4 **TIME CARDS**

All time worked will be recorded and paid for in one tenth ($1/10^{th}$) hour increments, rounded to the nearest one tenth ($1/10^{th}$) hour.

18.5 **IDENTIFICATION BADGE**

All employees will wear an identification Badge while in the plant except if wearing the badge is a safety hazard. All employees are required to show their ID Badge upon entering the plant. Employees without an ID badge will be given a temporary badge in exchange for a valid legal ID. If the badge has been lost, the employee will be asked to wait at the guard entrance until a supervisor can verify the employee may enter the plant and the employee will be given a

temporary badge in exchange for a valid legal ID. Employees who lose an identification badge outside the plant will be charged $5.00 for a replacement. However, the Company will replace an identification badge that must be replaced due to ordinary wear and tear at no cost to the involved employee.

ARTICLE 19
EDUCATIONAL ALLOWANCE

19.1 Employees desiring to improve their skills by attending a Company approved training program or class will be reimbursed for tuition and books only; provided they provide evidence of satisfactory completion of the class and receipt for the cost of tuition and books. Employees must obtain approval in advance for courses desired.

19.2 The Company will offer tuition reimbursement to all employees in accordance with standard Titan Tire policy.

19.3 The Company will allow an employee unpaid time off for time spent to obtain continuing education credits in order to maintain certifications and/or licenses beneficial to employee's employment with the Company and previously approved by the Company. Provided, however, that in order to receive approval for unpaid time off under the provisions of this section, the employee shall submit his or her class schedule to the Company within one (1) week of beginning the subject class, attend the class on the dates designated on the class schedule (and, upon reasonable request by the Company, provides proof of such attendance), and complete the class successfully.

19.4 Employees will not be paid for time spent on education programs in conjunction with this Article.

ARTICLE 20
HEALTH, SAFETY AND TRAINING

20.1. Plant health and safety is of primary importance to both the Company and the Union. The Company shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment and will provide competent first aid personnel and furnish protective devices and protective equipment where necessary, and protective clothing on work which is recognized to be hazardous.

A. STANDARDS. The Company agrees to continue as at present to abide by and maintain in its plant standards of sanitation, safety and health in accordance with Company Policy and Federal, State, County, and City laws and regulations.

B. SAFETY DEVICES. The Company agrees that it will continue, as at present, to provide proper safety devices for all employees engaged in work where such devices are necessary. It is agreed that where such devices are provided they must be used by the employees.

1. The Company will provide non-prescription safety glasses or goggles at initial hiring. For all non-probationary employees, the Company will provide safety glasses or prescription safety glasses, including no line bifocals for those employees who wear safety glasses or those employees who wear prescription glasses on the job who desire to wear prescription safety glasses. The Company will maintain a vendor for the purchase of said safety glasses and the Company that has at least three options for safety glasses that comply with this provision and that the cost of those glasses will be $300 or less. For those who chose glasses that cost more than $300 at the vendor and for those who select another vendor, they will be reimbursed up to $300 for safety glasses.

   Said safety glasses will be replaced at Company's expense if the prescription changes (no more than one pair every two years) or the current pair are turned in and are unusable because they are damaged at work or they are lost at work. In the event that an employee loses or breaks the safety glasses off Company property, the employee will bear the cost of replacing the glasses. The Union and the Company will continue to work together to provide low cost providers for these eye glasses.

2. Employees will be given ear plugs, expendable type.

3. Employees will be reimbursed up to $225 every year for approved safety shoes. Employees who work in classifications requiring metatarsals will be reimbursed up to $275 every year. Safety shoes will be mandatory for all employees who regularly work in the plant. To the extent permitted by applicable law, reimbursements for safety shoes under the above provisions will not be paid by the Company as taxable wages.

4. In situations where an employee's safety shoes have become worn and unsafe before otherwise becoming eligible for replacement under the provisions of the previous paragraph, the employee shall notify the Safety Manager and/or Human Resources Manager and the Company may approve the earlier replacement of the safety shoes on a case-by-case basis.

5. **UNIFORM ALLOWANCE**

   The Company will pay 100% of the uniform expenses for maintenance mechanics, maintenance utility and maintenance electricians. Provided, however, that an employee receiving a full or partial Company contribution toward uniform expenses pursuant to this Paragraph will be required to comply with Company policies related to uniform maintenance, loss/replacement, damage and/or return (as they currently exist or may hereafter be amended by the Company).

C. Employees are required to report all work related injuries immediately. No employee shall be disciplined or discriminated against in any way for suffering an injury or illness, or for reporting an accident in a timely manner. However, nothing shall prohibit the Company from disciplining an employee for failing to report an injury or engaging in conduct that results in the injury. Discipline will be rendered only after a thorough

investigation of the accident and it is clear that the employee violated a recognized work process.

1. Any employee, who is injured on the job and the doctor determines the employee cannot return to work that same day, shall be guaranteed against loss of earnings for the time lost from his scheduled shift that day as a result of the injury. If the employee is injured while working overtime, the employee will be paid the overtime hours that were scheduled on the day of the injury. If emergency medical treatment of an employee on the day of the injury results in an employee receiving emergency medical treatment during hours immediately following the end of the employee's scheduled regular or overtime shift, the employee will receive pay at the employee's regular rate for such time up to but not exceeding four (4) hours from the close of the involved employee's scheduled regular or overtime shift; to receive such pay, the employee shall be required to provide proof acceptable to the Company of the receipt of such emergency medical treatment, the timing of such treatment, etc.

2. If an employee is injured on the job, reports such injury to first aid or his supervisor, and is permitted to work the remainder of the shift, but is sent home the next day, after reporting to work, by the doctor because of such injury, the employee shall be paid for the balance of his shift.

3. For such injuries, an employee will also be paid for time lost from his scheduled shift on which he is working as a result of receiving required medical attention as directed by an authorized Company representative. The amounts paid will be for the employee's regular shift and will include any overtime.

The parties agree to maintain a joint Safety and Health Committee. The parties agree to maintain department joint Safety and Health Committees. The bargaining unit members on all committees shall be appointed by the Union President. The Union members on the joint Safety and Health Committee will be involved in the investigation of OSHA recordables and accidents with significant property damage to Company equipment.

D. Right to Refuse Unsafe Work:

1. No employee shall be required or permitted to work under conditions which may be or tend to be unsafe or injurious to his health or safety and the safety of others.

2. No employee who in good faith exercises his or her rights under this Article shall be disciplined, or suffer any loss of pay or benefits, even if it is later determined that the alleged unsafe condition did not exist.

3. If an employee is concerned about the safety of a specific job or task, the employee will notify a member of management immediately. The member of management

will then request a risk assessment to be conducted utilizing the local plant's existing risk assessment procedures. The Union will be provided a copy of the risk assessment for each instance within twenty-four (24) hours of the instance.

The Company recognizes the need to provide appropriate safety and health training to all employees. Training programs shall recognize that there are different needs for safety and health training for newly hired employees, employees who are assigned to a new task and employees who require periodic retraining.

E. In order to maintain a safe and productive environment, high quality on-the-job training is necessary for the plant. In order to maintain the training, the parties agree:

1. The Company will develop, in collaboration with the Union, a training process for each job. The process will consist of standard job procedures and a step-by-step plan for becoming qualified. The training plan will cover safety procedures, quality considerations, and time lines for learning the job, including adjustments to production standards appropriate for the ability of the employee being trained. The development of the training process will be accomplished through on-going consultation between the company and the local union. Employees on light duty may be considered for trainer positions in order to provide them productive work while recovering.

2. When an employee needs to be trained on a job, a willing, experienced employee will be selected as the trainer. The Company will solicit volunteers from classifications for persons to be considered as a trainer. The Local Union President (who may consult with others as appropriate) will be consulted in the selection of the trainers. Trainers will be provided instruction on the training process and its implementation. Trainers in an unincentivized department will be paid their regular rate of pay plus an additional $2.00 per hour while performing the training. Trainers on an incentivized job will be paid in accordance with Article 15.1(F).

3. While an employee is in training, management will evaluate his or her progress on a weekly basis. The designated trainer will be consulted, and the employee will be informed of his or her progress and/or deficiencies. Management in all cases will make the final determination on an employee's qualification and progress.

4. Employees being trained will not be permitted or required to work overtime in the classification they are being trained in unless they work on a machine for which they are qualified.

5. The Trainer must be trained to cover all aspects of the job for which s/he is training.

ARTICLE 21
SUPERVISORS WORKING

21.1 Supervisors or other non-Bargaining Unit employees shall only perform bargaining unit work:

A. In the instruction or training of employees.

B. In the performance of necessary work when production difficulties arise which could lead to downtime or loss of production.

C. In the developing or perfecting of a new process, product or job.

D. As necessary to insure customer delivery and satisfaction when absolutely imperative.

E. To temporarily assist a bargaining unit employee in the necessary work when unusual problems are encountered on the job.

F. Work that would be unreasonable to assign to an employee which is negligible in amount and/or which is otherwise de minimis.

In the event of a valid grievance substantiating a first violation of this Article in any one year period, such will result in a written warning being issued to the supervisor that will be placed in his/her file. In the event of a valid grievance substantiating a second violation in the same one year period by the same supervisor, such will result in the employee who would have performed the work in question being compensated for the time it took to perform such work or a minimum of two (2) hours, whichever is greater.

ARTICLE 22
GROUP INSURANCE

22.1 **INSURANCE**

For all insurance provided under the terms of this Article 22, the Company agrees that employees returning from layoff or a leave of absence will immediately be restored to the same level and type of coverage they had at the time of their layoff or leave of absence. An employee who returns to work from any leave of absence or layoff and missed open enrollment will be given an open enrollment upon returning to work.

A. After thirty (30) days of employment, employees and their eligible dependents will be eligible for the Company's medical insurance plan that is applicable to bargaining unit employees. The Plan will not change its plan structure without mutual agreement.

The rates to be charged for health insurance in 2025 will be 20% of the premium equivalents developed for the self-funded plans and 20% of the premium equivalents charged by the insurance company for the fully insured plan (Des Moines UHC HMO).

For 2026 and years thereafter, the rates for medical/prescription drug (Future Rate) will be changed no more than annually, on January 1 of each such year. The following factors shall be used to calculate the Future Rate:

1. Claim utilization changes will be measured for each medical plan offered to USW-represented employees, as the change between:

   (a) the total paid claims in the 12-month period ending on May 31st immediately prior to the January change date in Premium Contributions, to

   (b) total paid claims for the 12-month period ending May 31st immediately prior to the period in (a) above.

2. Medical inflation used to calculate the annual Premium Contribution change for medical/prescription drug separately from dental shall be established each year as:

   (a) the annual inflation estimates as published or generally reported by Milliman, the Segal Company, WillisTowersWatson and Blue Cross Blue Shield of Illinois Twelve Month Trend Data.

   (b) The Company will discard the highest and the lowest estimate from 2(a), and the inflation factor ultimately used will be the average of the remaining two estimates.

For medical/prescription drug, the Future Rate will be 20% of the resulting equivalent rate from the combined effect of claims utilization and medical inflation. However, in no event shall the Future Rate for medical/prescription drug be increased by more than ten percent (10%) from the prior year.

In 2026, and for the remainder of the Agreement, the two-tier healthcare plan design will remain in place.

Employees on a non medical leave of absence in excess of twelve (12) weeks shall be terminated from group coverage but shall be eligible for COBRA coverage. The maximum amount of time that the Company will pay or co-pay for the employee's health insurance while the employee is on a leave of absence for non-medical reasons is twelve (12) weeks. For medical leave in excess of twelve (12) weeks the Company will pay its portion of insurance for up to fourteen (14) additional weeks (for a total of 26) under the following stipulation: The Company's maximum liability for payment of the fourteen (14) additional weeks for the four (4) years of the contract for all three Titan Tire plants combined shall be $300,000 plus any carry over from the end of 2024. The amount spent in any one (1) year at all three plants combined will be no more than $100,000 plus the amount carried over from the prior year.

B. After thirty (30) days of employment, employees and their eligible dependents will be eligible for the Company's employee pay Group Dental Insurance Program. For the life of the Agreement, the Employee will pay 30% of the premium charged by the insurance company. The dental benefit plan coverage will the same plan in place for salaried employees at the facility.

Employees on a leave of absence in excess of twelve (12) weeks shall be terminated from group coverage but shall be eligible for COBRA coverage. The maximum amount of time that the Company will pay or co-pay for the employee's health insurance while the employee is on any kind of leave, including time away from work due to a work related injury is twelve (12) weeks.

The Company will have open enrollment for Dental Insurance in December of each year for existing employees who have completed their probationary period.

C. After thirty (30) days of employment, employees will be eligible for the Company's Group Life Insurance in the amount of $50,000 plus an AD&D policy to be paid by the Company, in accordance with the provisions of the policy then in place.

The employee has the ability to purchase additional Life Insurance (at the employee's own expense and subject to insurance company underwriting standards) at a quoted monthly rate per $1,000 coverage up to the maximum permitted by the insurance carrier. (Employees will be responsible for supplying any medical information required by the insurance company.) The premium charged the employee will be at the quoted rate by the provider, without benefit to Titan Tire. Employees will be able to purchase life insurance for the employee's spouse up to a coverage limit of $25,000 and for the employee's dependent children up to a coverage limit of $20,000. The Company will continue to seek insurance carriers that will provide employees with the ability to increase or add optional life insurance in the last quarter of each calendar year and at the Union's request will also have the insurance provider visit each plant to present the optional life insurance options available at open enrollment or as the parties mutually agree. Employees will be notified of any insurability conditions required to increase or add optional life insurance coverage. Conversion applications are available in the Human Resources Department.

Employees on a leave of absence in excess of twelve (12) weeks shall be terminated from group coverage but shall be eligible to convert life insurance so long as said the carrier permits conversion. The maximum amount of time that the Company will pay the employee's life insurance while the employee is on any kind of leave, including time away from work due to a work related injury is twelve (12) weeks.

D. After thirty (30) days of employment, employees will be eligible for the Company's employee pay STD Insurance Program, in accordance with the provisions of the policy then in place.

The plan will be a twenty-six (26) week plan at the rate quoted by the insurance provider without benefit to Titan Tire. Employees who participate in the STD insurance plan will receive at no cost Long Term Disability provided by the Company.

The Company will have open enrollment for STD Insurance in December of each year for existing employees who have completed their probationary period, subject to

insurability of the individual.

22.2 **401K**

A. Employees may contribute up to 75% of their wage to the maximum amount permitted by law.

B. Titan Tire will not match any employee contribution.

C. Loans will be available with so long as the loan program is in full compliance with IRS regulations. Loans will be for any purpose permitted by the IRS. The plan will include the following items:

1. There may be only two (2) loans per year,
2. The minimum loan must be $1,000,
3. There must be payroll deduction for repayment of the loan, and
4. All administrative fees for each loan must be paid by the participant.

D. The Plan will be administered by an outside entity chosen in the sole discretion of the Company and employees will have a number of different investment options from which to choose. The determination of the options available for employees shall be in the sole discretion of the employer.

22.3 **STEELWORKER PENSION FUND**

See Schedule D. Summary Plan descriptions will be available in the Human Resources Department.

22.4 **PENSION (Titan Tire Pension Plan)**

The Titan Tire Pension Plan is a frozen plan.

A. The current pension benefits are vested and employees may retire under the terms and conditions of the Plan.

B. Future contributions will cease except as may actuarially be required.

C. Employees will not accumulate additional years of service credit.

D. Terms of the Plan can be found in the 2006 Benefits Agreement.

22.5. **INSURANCE AFTER RETIREMENT-VEBA**

The Company and Union established a VEBA. The VEBA was created with the understanding that (1) the parties agree that the VEBA will create no obligation on the part of Titan Tire to pay benefits in the event the VEBA has no assets, (2) the parties agree that there will be future changes in the VEBA in the event the law changes so as to maintain the provision that there will be no additional liabilities for Titan and so that Titan will not be required to pay benefits, (3) the VEBA will be administered by a board of trustees, consisting of two members appointed by the Union and two members appointed by the Company. Any deadlocks will be subject to arbitration under the Taft-Hartley Act.

Subject to the restrictions in section 22.5, the Trustees may create a benefit plan to provide benefits to eligible retirees, their spouses, surviving spouses and their dependents funded solely from the assets of the VEBA, as may, but need not be, supplemented by retiree contributions. Any expenses of providing benefits and administering the VEBA shall be borne solely by the VEBA. The Trustees shall have the sole discretion to determine the benefits to be provided to the various groups of eligible retirees, their spouses, surviving spouses and their dependents. The Trustees shall not create any benefit that creates any obligation for payment of benefits by Titan Tire. Only benefits permitted under Code § 501(c)(9) may be provided.

Eligible retirees include only bargaining unit employees who retire after the effective date of this agreement directly from active service with the Employer, and who are not eligible for retiree medical benefits from any prior employer. All other eligibility rules shall be set by the Trustees. The VEBA will vary from this only to the extent necessary to comply with ERISA and to maintain a plan that will not establish any obligation beyond the financial obligations set forth in this letter.

Subject to the conditions in this provision, Titan will make one (1) contribution for all three plants totaling One Million Two Hundred Fifty Thousand Dollars ($1,250,000.00) in in 2026, 2027 and 2028. Provided, however, that there shall be no such contribution for the first calendar year of the Agreement. Each of the three (3) annual contributions of One Million Two Hundred Fifty Thousand Dollars ($1,250,000) for 2026, 2027 and 2028is conditioned upon its then current deductibility under the Internal Revenue Code. In the event of a change in the governing statutory or regulatory provisions which currently address the deductibility of VEBA contributions, the Company shall contribute that part of the $1,250,000 contribution which is deductible under governing statutory and/or regulatory provisions at the time that the contribution is otherwise due and owing. If any part of the $1,250,000 contribution is not deductible under governing statute or regulation at the time the contribution is due and owing, the parties will meet and confer about the issue in an effort to reach a mutually agreeable resolution of that issue.

ARTICLE 23
EFFECT OF AGREEMENT

23.1 **PARTIAL INVALIDITY**

Should any part hereof or any provision herein contained be declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof and they shall remain in full force and effect.

23.2 **SECURITY REGULATIONS**

The Company and Union agree that any provisions whatsoever of any Agreement or any understanding between them shall be superseded if it is in conflict with any aspect of security regulations imposed by any agency of the United States Government.

23.3 **WAIVER**

The waiver in any particular instance of any term or condition of this Agreement, or any breach thereof, shall not constitute a waiver of such term or condition or of any breach thereof in any other instance.

23.4 **DUTY TO BARGAIN**

Notwithstanding the provisions of Article 4, or any other provision of this Agreement, each party hereto expressly waives any obligation or duty presently or hereafter imposed by law, and acknowledges and recognizes that no obligation or duty exists under this Agreement to bargain collectively or negotiate with the other party over or pertaining to any matters discussed during the negotiations or any other matters or subjects whatsoever during the life of this Agreement. Notwithstanding the above, the Union agrees to meet and confer with the Company regarding any major concession made by the International Union to any competitor of the Employer which concession in the opinion of the Employer shall adversely affect the ability of the Employer to compete with that company.

23.5 **SCOPE OF AGREEMENT**

This Agreement executed by the parties shall constitute the sole and entire Agreement between the parties and supersedes all prior Agreements and expresses all the obligations of or restrictions imposed on the respective parties during its term. Nothing in this Agreement shall preclude the applicability of any past practices, oral or written, which have arisen or entered into on or after the date of this Agreement or a practice listed on Schedule F. Evidence of any past practice, or agreement that was in effect prior to the date of this Agreement, unless adopted by the Company after the date of this Agreement, is inadmissible in any arbitration proceeding.

This Agreement shall be binding upon the parties hereto, their successors and assigns. In the event the business and operations covered by the Agreement are to be sold, leased or otherwise transferred to different ownership, the Union shall be notified of the change in ownership, not later than the effective date of such change.

ARTICLE 24
DURATION OF AGREEMENT

24.1 This Agreement shall be effective from November 17, 2024 through and including November 16, 2028 at 11:00 P.M.

24.2 Should either party desire to change, modify or terminate this Agreement as of November 16, 2028 or any anniversary date thereafter, written notice must be given to the other party between September 1, 2028 and October 30, 2028 inclusive, or between any September 1 and October 30 thereafter preceding an anniversary date.

24.3 If such notice is not given, this Agreement shall be automatically renewed for an additional period of one year from November 16, 2028 like manner from year to year thereafter. If such notice is given this Agreement shall terminate at 11:00 P.M. of November 16, 2028 or any November 16 thereafter, which immediately follows such notice.

Signed _____ day of _____, _____

For the Union:
United Steel, Paper and Forestry
Rubber, Manufacturing, Energy,
Allied Industrial and Service Workers
International Union AFL.CIO.CLC, on behalf of
Local Union No. 890L

D.R. McCall, International President

Myles Sullivan, International Secretary-Treasurer

Emil Ramirez, International VP/Administration

Kevin J. Mapp, International VP/Human Affairs

Donnie Blatt, District 1 Director

Kenneth Frankforther, Staff Representative

Douglas Williamson, Unit Chair/President

Johnathan Bany, Recording Secretary

Timothy McCarty, Ex Board

Ryan Westfall, Ex Board

Larry Williams, Ex Board

For the Company:
Titan Tire Corporation of Bryan
927 S. Union Street
Bryan, OH. 43506-2252

Paul G. Reitz, President and Chief Executive Officer

SCHEDULE A – JOB DEPARTMENTS, CLASSIFICATIONS AND GRADES - Bryan

Department 011 - Mixing
Department 014 - Processing
Department 020/021 - Bead/Band/Stock Prep
Department 024 - Tire Building
Department 026/028 - Tire Curing/Final Finish
Department 059 - Receiving
Department 032 - Shipping
Department 050 - Maintenance
Department 040 - Powerhouse

For purposes of seniority for layoff only, Department 020 shall be combined with Department 021 and Department 026 shall be combined with Department 028.

Dept No	Job Code	Classification Title	Grade
011	001	Mixing	4
011	004	3rd Floor Utility and Cement House - Employed Prior to 8/1/06	3
011	004	Cement House – Employed After 8/1/06	2
014	024	General Processing Relief (2nd Helper, Slug Tuber)	3
014	025	Calender Millman (Strip Mill, Windup)	3
014	026	Calender/Tuber Operator (1st Helper)	4
014	043	Reroll Cloth Liners	1
021	044	Spadone/zipshear/innerliner Operator/Steelastic Relief	3
021	039	Steelastic Operator	3
020	040	Build, Fill, and Flip Beads	3
021	042	Band Builders	4
020	045	Bead and Band Utility	1
024	050	Tire Builders	5
024	051	Tire Servicers – Employed Prior to 8/1/06	1
024	051	Tire Servicers – Employed After 8/1/06	2
026	061	Press Operator	4
026	062	Press Service	4
028	071	Final Finish	2
028	072	Tire Repair	4
028	075	Tire Repair / Warehouse	4
028	073	Final Finish/Bladder Press Operator	3
028	074	Laser Clean Molds	2
059	081	Receiving – Employed Prior to 8/1/06	3
059	081	Receiving – Employed After 8/1/06	3a
032	091	Warehouse	1
050	104	Maintenance Mechanic	6
050	103	Maintenance Electrician	7
050	101	Maintenance Utility	3
050	102	Maintenance Utility Certified	5
050	120	Clean Machinery and Scrubber and Janitor	1

		Utility Relief	4
040	110	Power House	8
040	111	Boiler Technician	7

Utility Relief implementation is at Company discretion.

SCHEDULE B - WAGE TABLE – BRYAN

		Proposed			
		2024	2025	2026	2027
Employed Prior to 8/1/06	**Current**	3.0%	3.0%	3.0%	4.0%
Grade 1	26.11	26.89	27.70	28.53	29.67
Grade 2	27.66	28.49	29.34	30.22	31.43
Grade 3	29.63	30.52	31.44	32.38	33.68
Grade 4	30.57	31.49	32.43	33.40	34.74
Grade 5	31.43	32.37	33.34	34.34	35.71
Grade 6	33.58	34.59	35.63	36.70	38.17
Grade 7	34.64	35.68	36.75	37.85	39.36

Employed After 8/1/06 Until Current

	Current	Proposed			
	11/15/2024	**2024**	**2025**	**2026**	**2027**
		3.0%	3.0%	3.0%	4.0%
GRADE 1 (30 MTH)	20.80	21.42	22.06	22.72	23.63
24 MONTHS	19.60	20.19	20.80	21.42	22.28
12 MONTHS	18.98	19.55	20.14	20.74	21.57
HIRE	18.37	18.92	19.49	20.07	20.87
GRADE 2 (30 MTH)	21.64	22.29	22.96	23.65	24.60
24 MONTHS	20.83	21.45	22.09	22.75	23.66
12 MONTHS	20.22	20.83	21.45	22.09	22.97
HIRE	19.60	20.19	20.80	21.42	22.28
GRADE 3 (5 YEARS)	29.63	30.52	31.44	32.38	33.68
4 YEARS	27.85	28.69	29.55	30.44	31.66
3 YEARS	26.08	26.86	27.67	28.50	29.64
2 YEARS	24.30	25.03	25.78	26.55	27.61
1 YEAR	22.53	23.21	23.91	24.63	25.62
HIRE	20.76	21.38	22.02	22.68	23.59
GRADE 3A (3 YEARS)	26.08	26.86	27.67	28.50	29.64
2 YEARS	24.30	25.03	25.78	26.55	27.61
1 YEAR	22.53	23.21	23.91	24.63	25.62
HIRE	20.76	21.38	22.02	22.68	23.59
GRADE 4 (5 YEARS)	30.57	31.49	32.43	33.40	34.74
4 YEARS	28.73	29.59	30.48	31.39	32.65
3 YEARS	26.90	27.71	28.54	29.40	30.58
2 YEARS	25.06	25.81	26.58	27.38	28.48
1 YEAR	23.23	23.93	24.65	25.39	26.41
HIRE	21.39	22.03	22.69	23.37	24.30
GRADE 5 (3 YEARS)	31.43	32.37	33.34	34.34	35.71
2 YEARS	29.86	30.76	31.68	32.63	33.94
1 YEAR	28.29	29.14	30.01	30.91	32.15
HIRE	26.70	27.50	28.33	29.18	30.35
GRADE 6 (3 YEARS)	33.58	34.59	35.63	36.70	38.17
2 YEARS	32.00	32.96	33.95	34.97	36.37
1 YEAR	30.43	31.34	32.28	33.25	34.58
HIRE	28.85	29.72	30.61	31.53	32.79
GRADE 7 (3 YEARS)	34.64	35.68	36.75	37.85	39.36
2 YEARS	33.07	34.06	35.08	36.13	37.58
1 YEAR	31.51	32.46	33.43	34.43	35.81
HIRE	29.92	30.82	31.74	32.69	34.00
GRADE 8 (2 YEARS)		36.00	37.08	38.19	39.72
1 YEAR		34.20	35.23	36.29	37.74
HIRE		32.49	33.46	34.46	35.84

84	0.25	0.50
85	0.13	0.25
86	0.25	0.50

A. The Company may, in its discretion and on a non-discriminatory basis, move employees upward through the wage scale earlier but not later than at the times specified in the progression schedule, based upon the employee's service time, performance and company needs.

SCHEDULE C

TWELVE-HOUR ROTATION SCHEDULE

MON	TUES	WED	THURS	FRI	SAT	SUN
C-7PM-7AM 12 A-7AM-7PM 12	D-7PM-7AM 12 B-7AM-7PM 12	D-7PM-7AM 12 B-7AM-7PM 12	C-7PM-7AM 12 A-7AM-7PM 12	C-7PM-7AM 12 A-7AM-7PM 12	D-7PM-7AM 12 B-7AM-7PM 12	D-7PM-7AM 12 B-7AM-7PM 12
D-7PM-7AM 12 B-7AM-7PM 12	C-7PM-7AM 12 A-7AM-7PM 12	C-7PM-7AM 12 A-7AM-7PM 12	D-7PM-7AM 12 B-7AM-7PM 12	D-7PM-7AM 12 B-7AM-7PM 12	C-7PM-7AM 12 A-7AM-7PM 12	C-7PM-7AM 12 A-7AM-7PM 12

						TOTAL	
WEEK #1	**A**	**40 + 8 (1.5)**	**WEEK #2**	**A**	**36**	**A**	**76 STRAIGHT PLUS 8 (1.5)**
	B	**36**		**B**	**40 + 8 (1.5)**	**B**	**76 STRAIGHT PLUS 8 (1.5)**
	C	**40 + 8 (1.5)**		**C**	**36**	**C**	**76 STRAIGHT PLUS 8 (1.5)**
	D	**36**		**D**	**40 + 8 (1.5)**	**D**	**76 STRAIGHT PLUS 8 (1.5)**
						THE WORK WEEK STARTS AT 7PM SUNDAY EVENING	

SCHEDULE D
STEELWORKERS PENSION TRUST
PENSION INCORPORATION AGREEMENT

It is agreed by and between Titan Tire Corporation of Bryan, Bryan, Ohio, hereinafter the "EMPLOYER" and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, on behalf of Local No. 890L, hereinafter the "UNION," that the Collective Bargaining Agreement between the parties dated November 17, 2024, is hereby amended by adding to it the clause entitled "STEELWORKERS PENSION TRUST" which is attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be hereby signed by their duly authorized officers and/or representatives to be effective immediately upon signing.

TITAN TIRE CORPORATION OF BRYAN

By: _____
President

Attest: _____
Secretary

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union on behalf of Local No. 890L

By _____
D.R. McCall, International President

By _____
Myles Sullivan, International Secretary-Treasurer

By _____
Emil Ramirez, International Vice President/Administration

By _____
Kevin J. Mapp, International Vice President/Human Affairs

By _____
Donnie Blatt, District 1 Director

By _____
Kenneth Frankforther, Staff Representative

Approved as to content

this 16th day of July, 2025

By _____
Daniel A. Bosh, Chairman
Steelworkers Pension Trust

STEELWORKERS PENSION TRUST
PENSION INCORPORATION AGREEMENT[1]

SECTION 1 - BENEFIT PLAN

The parties to this Agreement desire that the benefits granted by the Trustees of the STEELWORKERS PENSION TRUST, hereinafter "TRUST", be provided to those Covered Employees employed within the UNION's Bargaining Unit, as defined herein.

SECTION 2 - CONTRIBUTION RATE

The month for which the contribution is due is referred to as the "Benefit Month" and the entire month immediately preceding the Benefit Month as the "Wage Month".

For the Period beginning with Benefit Month December 2024, and continuing through Benefit Month November 2025, the EMPLOYER shall contribute to the TRUST, each and every Benefit Month, a sum of money equal to two dollars and ten cents ($2.10) for each hour worked during the entire Wage Month by all Covered Employees, ***subject to Sections 7 and 8 below.***

The parties understand that the contribution rate for the Benefit Month of December 2024, that the EMPLOYER is to contribute to the TRUST is two dollars and ten cents ($2.10) for each hour worked by all Covered Employees who worked for any length of time during the entire preceding Wage Month of November 2024.

For the Period beginning with Benefit Month December 2025, and continuing through Benefit Month November 2026, the EMPLOYER instead shall contribute to the TRUST, each and every Benefit Month, a sum of money equal to two dollars and twenty cents ($2.20) for each hour worked during the entire Wage Month by all Covered Employees, ***subject to Sections 7 and 8 below.***

The parties understand that the first Benefit Month at the new contribution rate is December 2025, and that for that month the EMPLOYER is to contribute to the TRUST two dollars and twenty cents ($2.20) for each hour worked by all Covered Employees who worked for any length of time during the entire preceding Wage Month of November 2025.

Effective Benefit Month December 2026, and continuing through Benefit Month November 2027, the EMPLOYER instead shall contribute to the TRUST, each and every Benefit Month, a sum of money equal to two dollars and thirty cents ($2.30) for each hour worked during the entire Wage Month by all Covered Employees, ***subject to Sections 7 and 8 below.***

The parties understand that the first Benefit Month at the new contribution rate is December 2026, and that for that month the EMPLOYER is to contribute to the TRUST two dollars and thirty cents ($2.30) for each hour worked by all Covered Employees who worked for any length of time during the entire preceding Wage Month of November 2026.

---

[1] Subject to the terms of the "Agreement" between the Employer, the Trust and the Union effective September 1, 2022.

Effective Benefit Month December 2027, the EMPLOYER instead shall contribute to the TRUST, each and every Benefit Month, a sum of money equal to two dollars and forty cents ($2.40) for each hour worked during the entire Wage Month by all Covered Employees, ***subject to Sections 7 and 8 below.***

The parties understand that the first Benefit Month at the new contribution rate is December 2027, and that for that month the EMPLOYER is to contribute to the TRUST two dollars and forty cents ($2.40) for each hour worked by all Covered Employees who worked for any length of time during the entire preceding Wage Month of November 2027.

SECTION 3 - MINIMUM CONTRIBUTIONS

In the event a Covered Employee is absent from work in any month wherein the EMPLOYER contribution as required in Section 2 of this Agreement for the month will be for less than one hundred sixty hours, the EMPLOYER shall pay to the TRUST a minimum of one-half of the hourly contribution rate for the Covered Employee for one hundred (160) hours.. For example, when the hourly contribution rate is $2.10 per hour, the minimum contribution by the Company for the Covered Employee will be $1.05 per hour for one hundred and sixty (160) hours ($1.05 x 160= $168), or a total of $168. The corresponding hourly hour adjustments for the second, third and fourth years of the Agreement will apply in the same way thereafter. The minimum monthly contribution requirement shall be limited to six (6) total months for each Covered Employee during the term of this Agreement.

The minimum monthly contribution will not apply to a Covered Employee in the Wage Month in which the Covered Employee's employment is terminated if the Employer contributions on behalf of the Covered Employee are less than the monthly minimum contribution as a result of the Covered Employee's termination of employment.

SECTION 4 - COVERED EMPLOYEES

Covered Employees are all employees employed within the UNION's Bargaining Unit who were actively employed by the EMPLOYER for any length of time during an entire Wage Month. The EMPLOYER is required to make a contribution on a Covered Employee whose employment is terminated during the Wage Month.

SECTION 5 - HOURS WORKED

The term "Hours Worked" means not only hours actually worked by Covered Employees, but also hours not actually worked, but for which Covered Employees were paid because of vacation, holidays, jury duty, bereavement leave, etc.

SECTION 6 - PAYMENT OF CONTRIBUTIONS

Contributions are due from the EMPLOYER to the TRUST on the tenth (10) day of the Benefit Month, commencing with the month of December 2024, and each and every month thereafter so long as this Agreement is in force.

SECTION 7 - COVERAGE — NEWLY HIRED EMPLOYEES NOT PREVIOUSLY COVERED[2]

Newly hired employees not previously covered by the TRUST are not considered Covered Employees until the first day of the first calendar month immediately following the expiration of one hundred eighty (180) calendar days from the commencement of employment. Such calendar month is the new employee's first Benefit Month. The entire immediately preceding period is the employee's first Wage Month and contributions shall be due and payable to the TRUST for all hours from the date of employment.

The parties understand that, for example, if an employee's first day of employment is on April 14, 2023, the above-described waiting period expires on October 10, 2023, and that employee's first Benefit Month is November 2023, and his/her first Wage Month is the entire immediately preceding period from April 14, 2023 through October 31, 2023, and that the Wage Month contribution is to be paid on him/her for the first Benefit Month of November 2023 and that first Wage Month is based on the total hours worked by that employee for the entire immediately preceding period from April 14, 2023 through October 31, 2023.

SECTION 8 - COVERAGE — NEWLY HIRED EMPLOYEES WHO WERE PREVIOUSLY COVERED

Newly hired employees previously covered by the TRUST are considered Covered Employees as of the first day of the first calendar month immediately after the commencement of employment. This calendar month is the employee's first Benefit Month and the entire calendar month immediately preceding is the employee's first Wage Month.

SECTION 9 – REQUIREMENT

The EMPLOYER shall transmit to the TRUST with each contribution a Contribution Report on the form furnished by the TRUST (or an alternative in house "custom" report approved by the Trust in advance), on which the EMPLOYER shall report ***the Social Security number, name, status, birth date, hire date, termination date as applicable,*** **as well as the** ***total number of days and Hours Worked*** for each Covered Employee during the Wage Month. The EMPLOYER further agrees to supply to the TRUST such further information as may from time to time be requested by it in connection with the benefits provided by said TRUST to said Employees, and to permit audits of its books and records by the TRUST for the sole purpose of determining compliance with the terms and conditions of this Agreement. If necessary, the Trust and/or the Union may enforce their statutory and contractual rights through ERISA.

SECTION 10 - BENEFIT ACCRUAL RATE

The average age and other actuarial characteristics of the Employees covered by this Agreement are such that the Benefit Accrual Rate that applies to these Employees is that the monthly pension benefit of an Employee at age 65 years shall be an amount equal to eighteen and twenty-five hundredths percent (18.25%) of total contributions paid to the TRUST on the service of such Employee divided by twelve (12) in accordance with the provisions of the Declaration of Trust of the Steelworkers Pension Trust.

---

[2] Subject to the terms of the "Agreement" between the Employer, the Trust and the Union effective September 1, 2022.

It is understood by all concerned that the applicable Benefit Accrual Rate under the Trust may be modified by the Trustees at any time upon proper notice as required by law.

In consideration of the EMPLOYER's aforesaid contributions to the TRUST as herein above provided and for so long as the EMPLOYER's participation in the TRUST is accepted by the Trustees, the Trustees will, beginning with the date of receipt by the TRUST of the EMPLOYER's first said contribution and continuing for such part of the duration of the Agreement as the EMPLOYER fully complies by this Agreement, extend and make available to the Covered Employees under this Agreement, the pension benefits for which such Covered Employees are eligible under the Declaration of Trust, as amended from time to time, which is by this reference incorporated herein and made a part hereof.

SECTION 11 - TERMINATION

This Incorporation Agreement shall continue in effect for such periods as the Company has an obligation to contribute to the Trust under the present or any subsequent Collective Bargaining Agreement or other agreement with the Union which calls for contributions to the Trust and is accepted by the Trust. While this Incorporation Agreement details the Company's contribution obligation, it shall not create a separate obligation to contribute to the Trust beyond the duration of the Company's successive bargained-for contribution agreements. Although incorporated into the Collective Bargaining Agreement, this Incorporation Agreement shall survive the termination or expiration of the Collective Bargaining Agreement to the extent provided above in this Section 11

SCHEDULE E - HOLIDAYS

2024		
Thanksgiving	Thursday	November 28
Day after Thanksgiving	Friday	November 29
Christmas Eve	Tuesday	December 24
Christmas Day	Wednesday	December 25
2025		
Floating Holiday		
New Year's Day	Wednesday	January 1
Good Friday	Friday	April 18
Memorial Day	Monday	May 26
Independence Day	Friday	July 4
Labor Day	Monday	September 1
Thanksgiving Day	Thursday	November 27
Day after Thanksgiving	Friday	November 28
Christmas Eve	Wednesday	December 24
Christmas Day	Thursday	December 25
2026		
Floating Holiday		
New Year's Day	Thursday	January 1
Good Friday	Friday	April 3
Memorial Day	Monday	May 25
Independence Day	Friday	July 3
Labor Day	Monday	September 7
Thanksgiving Day	Thursday	November 26
Day after Thanksgiving	Friday	November 27
Christmas Eve	Thursday	December 24
Christmas Day	Friday	December 25
2027		
Floating Holiday		
New Year's Day	Friday	January 1
Good Friday	Friday	March 26
Memorial Day	Monday	May 31
Independence Day	Monday	July 5
Labor Day	Monday	September 6
Thanksgiving Day	Thursday	November 25
Day after Thanksgiving	Friday	November 26
Christmas Eve	Thursday	December 23
Christmas Day	Friday	December 24
2028		
Floating Holiday		
New Year's Day	Friday	December 31, 2027
Good Friday	Friday	April 14
Memorial Day	Monday	May 29
Independence Day	Tuesday	July 4

SCHEDULE F
MISCELLANEOUS

1. The Company will print sufficient copies of the CBA for ratification and will furnish additional copies on an as needed basis. The Company will provide the Union the CBA electronically. All newly hired employees will receive a copy of the CBA and will be given a letter provided to the Company by the Union with an invitation to visit the local union hall along with the name and address of the hall. The Company will make reasonable efforts to have CBA copies handed out within 120 days of ratification.

2. All active grievances will be carried forward.

3. The Company will provide the Union a bulletin board for posting notices under glass and the Company will post authorized notices for the Union on all bulletin boards. In addition, the Company will e-mail or fax Company notices to the Union prior to posting on plant wide boards.

4. Employees will be allowed to attend Union meetings when working overtime provided they punch out and return to work promptly after the meeting and the Company can find available labor to cover the employee if in a key position.

5. Skilled classification employees will be allowed to buy tools through Company payroll deductions so long as:

   a. Employee has signed appropriate documentation to allow deduction including final pay check and provides documentation of purchase.
   b. Employee with a good work record.
   c. Limited to $500.
   d. At least (3) three years seniority.

6. Employees working in the plant will be afforded the opportunity to take the maintenance test if they complete the classes that the local Human Resources Department has developed with the local community college.

7. The Company will provide suitable facilities for employees to have lockers, showers, and bathrooms and they will be sanitarily maintained. Soap, hand cleaners, and hand creams will be provided in restrooms and locker rooms.

8. The Company will provide food and beverage vending services.

9. Employees will be allowed to participate in potluck celebrations at holiday and special occasion times with prior management approval. Employees may request food deliveries to the plant during lunch time on Friday of each week, or the last work day of the week if the Friday is a holiday.

10. Payroll errors will be corrected as soon as possible, and if necessary, an accounts payable check will be written and reconciled in the subsequent payroll period. The Company will reimburse

bank fees incurred upon proof. If an overpayment has occurred, the Company and employee will meet to make a repayment plan and may request union representation. Bank account and routing numbers will not be displayed on paychecks/paystubs.

11. When possible, company paid meetings will be conducted on shift.

12. Skilled classifications bid/preference areas will be Mill, Tire, or Cure. In Bryan and Freeport at management's discretion, skilled classifications can be bid for plant or designated areas.

13. Employees will be allowed to wear shorts that are at knee length in all areas of the plant except the following classifications:
Mechanic – Electrician - Press Operator - Press Service – Oiler - Mill Operators - Mold Machinists - Drum Shop Repair
Note: the work comp carrier may add or delete a classification from this list.

14. In accidents where discipline is possible, there will be a joint investigation into the accident. The time spent by the Union will be a company called meeting.

15. The Company will send out a memo to notify appropriate employees of the time and place of grievance meetings.

16. The Company will make portable battery pack jumper cables available in the Guard House at Des Moines, Freeport, and Bryan locations.

17. Workers Memorial Day will be observed at the Des Moines, Freeport, and Bryan locations. The Joint Safety Committee will establish the guidelines for the observation.

18. The Company agrees that it will not install or use any new surveillance device (i.e., video cameras, live monitors, etc.) in any bargaining unit work area to watch employees during working hours, without notice to the local union. Evidence obtained from surveillance cameras may be used in disciplinary action where the employee violated a critical Company rule such as fighting, theft, drug or alcohol use or sale or other similar critical Company rules. It is understood that video cameras will be installed at all three locations on the extruders to monitor the temperature of the rubber. Those cameras will be monitored at one location for the purpose of maintaining rubber at the proper temperature.

19. Break areas will be clean, bug free and have good air conditioning.

20. All mandatory safety training will be on shift.

21. The Company may add a maintenance shop crew and if so, it will be bid.

22. Management and the Union will have joint meetings to review the application of this contract as a company called meeting.

23. There will be safety evaluation on new or changed equipment.

24. The Company and Union will go through all grievances in an attempt to settle them.

25. The parties will establish a Joint Insurance Committee to discuss options for health insurance.

26. "Emergencies" are when some event happens at the last minute; for example, and including but not limited to, last minute call-offs; someone gets hurt; a machine breaks down; a verifiable situation arises that may otherwise result in a customer's production on one or more lines being "down" (and that did not result from the Company's scheduler's failure to properly schedule that production); power outage ; and/or similar events that happen at the last minute. Production needs resulting from the Company's failure to properly schedule production is not an "emergency".

27. When the words "Company discretion" or the word "may" is used in this contract, it is up to the Company to provide a legitimate business reason for making the decision which can be articulated to the affected person.

28. Change the Company's benefit summary and the "maximum amount permitted by the insurance carrier" to allow for an increase in the maximum amount of optional life insurance that an employee may purchase to $500,000 per employee (in increments of $50,000).

29. For the term of this Agreement, employees are eligible to participate in the Bryan Incentive Plan that is attached to this Agreement as "Schedule G".

30. A one-time ratification bonus of $1500 (with normal withholdings) will be paid to each eligible employee. An "eligible employee" is an employee who as of the ratification date is actively at work or, if inactive, has not been inactive for a period exceeding six (6) months and is employed in a bargaining unit position at one of the three (3) Titan Tire plants.

31. The Union and the Company will meet with the goal of developing a Mentorship Program within six (6) months of the ratification of the 2021 Collective Bargaining Agreement.

32. The Union and the Company will have quarterly labor/management meetings during the term of the 2024 Collective Bargaining Agreement.

33. In the event that the Company hires another employee in the certified maintenance utility position (Dept. 50/Job Code 102), the Company and the Union's representatives will meet to discuss any concerns related to the pay grade.

34. Company reserves the right to cross train employees to allow production flexibility. Each employee will receive the rate of pay for the job that employee is performing or their current rate of pay, whichever one is higher.

35. For Titan Tire Corporation of Bryan, Rule # 20 of Titan's Rules and Regulations (revision 10/9/2018), will be separated as follows:

#20a. Failing to meet Company work standards in terms of quality. Careless or poor workmanship.

#20b. Failing to meet Company work standards in terms of quantity.

36. The Company is implementing system changes to its payroll system. As it implements these changes, the Company will make good faith efforts to include shift premiums, overtime, hourly rate and incentive pay to pay stubs and to make pay increases on the day of the increase rather than the Monday following the increase.

SCHEDULE G

Bryan Incentive Plan

Section 1. - Incentive Plan

In an effort to maximize productivity in the Bryan facility, the following Incentive Plan (Plan) is established.

Section 2. – Plan Metrics

The Plan will provide a payout based upon the Target Pounds per Man Hour output (Incentive Payout) in each calendar month on a plant-wide (not individual) basis. The Incentive Payout will be determined by the thresholds in the following table. The earned Incentive Payout will be paid to eligible employees on a quarterly basis.

Target Pounds per Man Hour	Incentive Percentage
Less than 80	0.00%
80	2.0%
85	5.0%
90	6.5%
95	8.0%
100	10.0%

Section 3. –Incentive Payout Individual Entitlement Calculation

Each Employee's Incentive Payout is determined as follows:

A. For each calendar month:

Step 1. The Incentive Percentage for the calendar month will be multiplied by the Employee's hourly base rate of pay as set forth in Schedule B of the collective bargaining agreement ("Employee Hourly Percentage Payout").[3]

Step 2. The Employee Hourly Percentage Payout is then multiplied by the Employee's "Work Hours" to obtain the "Monthly Total".

For purpose of calculating an employee's Monthly Total, "Work Hours" is defined as hours in the calendar month that the employee actually worked in the plant as well as

[3] If an employee's hourly base rate changes during the month the employee's "hourly base rate of pay" will be the employee's hourly base rate of pay on the last day of the month.

union business hours worked by the employee (regardless of whether those union business hours were worked in or out of the plant); "Work Hours" does not include holiday hours not worked, paid bereavement leave, jury duty, vacation hours, leave of absence hours, or any other paid hours for hours not in the plant.

B. The Incentive Payout is the sum of the Employee's three (3) Monthly Totals for the subject quarter.

Section 4. –Incentive Payout Qualification

To qualify for an Incentive Payout, an employee must have worked for a minimum of 350 "Qualifying Hours" in the involved quarter. "Qualifying Hours" is defined as hours actually worked in the plant as well as all paid time off benefits (e.g., vacation, holidays, bereavement, jury duty, UB hours, etc.) under the collective bargaining agreement.

An Employee must be employed on the last day of the subject quarter to qualify for an Incentive Payout. However, an employee who has worked the required Qualifying Hours, but retired before the end of the subject quarter, will receive an Incentive Payout for that quarter.

Section 5. –Incentive Payout Miscellaneous

The Company shall notify the USW of the Target Pounds per Man Hour for each month and the corresponding Incentive Percentage within fifteen (15) days of the close of each month (Notification). Any Incentive Payout will be paid to each eligible Employee within fifteen (15) days following Notification at the close of the quarter.

The Incentive Payout will be paid as a lump sum payment to each eligible Employee, with normal tax and union dues withholdings. However, the Employee, upon their individual discretion, may elect to have the Incentive Payout deposited to their 401(k) account as a pre-tax payment (to the extent allowed by the applicable plan documents).

Section 6. – Plan Metric Changes Due to Non-Payment

Should this Plan not provide an Incentive Payout for two consecutive quarters, the parties shall meet to adjust the Plan Metrics. Any mutually agreed-to adjustment made to the Plan Metrics will be implemented in keeping with the parties' agreement.

An example of the calculation of the Incentive Payout is as follows:

	Total Pounds Warehoused	Total Hours Worked*	Pounds per Man Hour**	Incentive Percentage Payout	Pay Grade 5 Earnings per Hour Worked***	Hours Worked	Incentive Payout
January	1,129,756	13,964	80.9	2.0%	$ 0.59	160	$ 94.40
February	1,275,745	13,988	91.2	6.5%	$ 1.91	160	$ 305.60
March	1,687,170	16,771	100.6	10.0%	$ 2.93	160	$ 468.80
Quarterly Total	4,092,671	44,723	91.5			480	$ 868.80

* Total hours worked include only Union employees. Hours worked by shipping employees are excluded

** Total Pounds Warehoused / Total Hours Worked

*** Earnings per hour is based on pay grade 5, top tier employee ($29.34 x Wage % Payout)