

AGREEMENT

Between

BRUCE FOX, INC.

and

THE UNITED STEEL, PAPER AND
FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION
AFL-CIO-CLC

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**THE UNITED STEELWORKERS, PAPER AND
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ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION
AFL-CIO-CLC**

This Agreement made and entered into this **1st day of November 2022**, and between Bruce Fox, Inc., 1909 McDonald Lane, New Albany, Indiana (hereinafter called "Company") and THE UNITED STEELWORKERS, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION AFL-CIO-CLC, (hereinafter called the "Union");

**ARTICLE I
Recognition**

Section 1. The Company hereby recognizes the Union as the exclusive bargaining agent for the following employees at Bruce Fox, Inc., 1909 McDonald Lane, New Albany, Indiana 47150.

All production and maintenance employees, including Art Department employees and regular part-time employees, but excluding all office clerical employees, salesmen, professional employees, guards, and supervisors as defined in the National Labor Relations Act.

The above described unit is in accord with the "Certification of Representative" issued by the National Labor Relations Board on January 2, 1970 in Cases No. 9-RC-8337 and 9-RM-576.

Section 2. The Company agrees that, during the life of this Agreement, it will make no contracts or agreements with any employee or group of employees in the certified bargaining unit which conflict with the express terms of this Agreement, except as approved by the International Union. Any such conflicting agreement shall be null and void, unless approved by the International Union.

ARTICLE II
Union Security and Check Off

Section 1. The Company agrees that it will not interfere with, restrain or coerce any employee for the purpose of discouraging membership in the Union, or for the purpose of discouraging union activities not prohibited by this Agreement or by law. The Union agrees that neither the Union nor any of its officers, representatives or members will interfere with, restrain or coerce any employee for the purpose of encouraging membership in the Union, or engage in any union activities on Company property during working hours except as expressly permitted by this Agreement.

The Company will introduce a Union Committee member to new employees, during such employee's probationary period. Such meeting will occur during the new employee's new hire orientation. The Union must notify the Company of the name(s) of any Union Committee member who will be introduced to the new hire.

Section 2.

(A) For each employee, from whom an individual written authorization has been received, the Company will deduct, from each pay period, uniform union dues and will deduct uniform initiation fees and reinstatement fees for each employee certified by the Union. Such deductions will be remitted to the International Treasurer of the Union.

(B) The Company will deduct and submit to the International Treasurer of the Union a monthly statement of all dues, deductions, initiation fees and reinstatement fees made from the payroll, giving the name and amount collected from each employee.

(C) The Union agrees to indemnify and save the Company harmless from any and all legal actions or claims instituted or filed against the Company as a result of its compliance with this Article.

ARTICLE III
No Discrimination and
Application of Agreement

Section 1. All provisions of this Agreement shall apply alike to male and female employees. Masculine pronouns or reference in this Agreement shall be deemed to include feminine pronouns or references.

Section 2. The Company and Union agree that there shall be no discrimination in the application of the terms of this Agreement against any employee because of race, color, sex,

age, disability, religion, national origin, marital status, sexual orientation, gender identity, ancestry, status as a veteran, genetic testing, or any other basis protected by federal law or the state or local civil or human rights laws in the state of employment.

ARTICLE IV

New Employees and Probationary Period

On and after the effective date of this Agreement, a newly hired employee shall have a probationary period of sixty (60) working days from the last date of hire. At the Company's discretion, a newly hired employee may complete his probationary period on the 61st working day. During said probationary period, the employees shall not be entitled to the benefits or privileges conferred by this Agreement. He shall not be paid for any holidays occurring within this period, the first sixty (60) working days of his employment, and shall not have job bidding rights. Time away from an employee's probationary period, such as absences, leaves of absence or lay off, will neither count as time worked toward the successful completion of the probationary period nor will it be considered in determining the employee's seniority date upon successful completion of the probationary period, and the employee's seniority date will be appropriately adjusted to reflect such time away from work. For the duration of his probationary period, the new employee's tenure of employment shall be at the discretion of the Company and the Company may discipline, demote, or discharge the employee at any time for any reason during his probationary period without recourse to the grievance machinery set forth in the Agreement. Once an employee has successfully completed his probationary period, his seniority shall date from his last date of hire.

ARTICLE V

Stewards, Union Officers and Representatives

Section 1. The Company recognizes the right of the Union to designate a reasonable number of shop stewards. The Union agrees to furnish to the Company in writing the names of such shop stewards and such replacement stewards as may be designated during the term of this Agreement.

Section 2. The functions of the shop stewards shall be limited to the following:

A. In the investigation and presentation of grievances to the Company in accordance with the procedures of the Grievance Procedure, Stewards shall be permitted up to fifteen (15) minutes per day to perform the function of investigating grievances. Stewards also shall be permitted a reasonable amount of time to present grievances to the Company during their work hours, but such activity shall not unduly interfere with their own work or with the work performance of other employees, nor shall the performance of their duties result in protracted or unreasonable absences from their work stations and duties. The President of the Union or Vice President, in the absence of the President, may also be permitted this same privilege.

B. The transmission of such messages and information as originate with the Union and are authorized by it, provided such messages and information do not involve work stoppages, slowdowns, interference with work or other matters involving individual or concerted strike action, whether limited to the Company's plant or not.

Section 3. The Union representatives assigned to serve the bargaining unit shall be permitted access to the Company's plant during the normal work hours provided he shall first advise the Company of such visit and provided his visit does not interfere with the employee's performance of job duties.

Section 4. The Company shall with prior permission, grant a reasonable number of employees time off without pay to conduct official Union business.

ARTICLE VI Management

The management of the business and the direction of the working forces, including, but not limited to the following, shall be the sole and exclusive rights of the Company; the right to hire, transfer, demote, discharge or otherwise discipline; the right to maintain order and efficiency; the right to extend, maintain, curtail or terminate the operations of the Company; the right to subcontract work in the interest of economy or efficiency; the right to determine the size and location of the Company's plants or operations; the right to determine the type and amount of equipment to be used, and the assignment of work, work schedules, methods and means or processes of accomplishing such work; the right to determine and select the materials to be used in the Company's business operations; the right to introduce new and improved work methods or equipment or facilities; the right to establish and maintain production and quality standards; the number of shifts; the right to determine the amount of work available and the number of persons to be actively employed; the right to promulgate, modify, post and enforce reasonable rules and regulations of conduct which are not inconsistent with this Agreement, are the exclusive rights of the Company. Any right or privilege not expressly given up by the terms of this Agreement is reserved to and retained by the Company and none of the foregoing exclusive rights and privileges or those reserved to the Company shall be subject to the grievance and arbitration procedure set forth in this Agreement except as expressly provided in Section 2 of this Article.

ARTICLE VII Seniority

Section 1 – The term “seniority” as used in this Agreement shall mean the length of continuous employment with the Company. Within thirty (30) days after signing the Agreement, the Company shall post a list of bargaining unit employees arranged in the order of seniority.

Section 2 - An employee's seniority shall be computed from the date of his last employment by the Company, except that a new employee shall be on probation for the first sixty (60) calendar days of his employment, and during said period may be discharged with or without cause. After serving the probationary period, a new employee shall be placed on the seniority list and given seniority as of the first day he was last hired by the Company. However, time away from work by a probationary employee will not be credited toward completing his probationary period or accumulating seniority. There shall be no seniority among probationary employees and there shall be no responsibility for reemployment of probationary employees if they are laid off or discharged during their probationary period. Probationary employees shall not be covered by this Agreement, nor shall they be entitled to any of the benefits and privileges provided for in this Agreement. An employee's probationary period may be extended for an additional thirty (30) calendar days if mutually agreed to between the Company and the Union.

Section 3. Seniority, classification, qualifications, and ability to do the available work shall be the controlling factors in layoff and recall of employees, promotions, transfers and job bids. Where in the Company's judgment the qualifications and ability of two or more employees to perform the essential functions of the available work are relatively equal, seniority shall control. No employee, regardless of his qualifications, or ability may displace any other employee unless he is qualified, without any further training or instruction, to satisfactorily perform the work of the employee being displaced.

Section 4 (a). The Company will post all job openings, as they occur, for two (2) calendar days and employees should express an interest in being considered to fill those job openings during that time. An employee who has the ability to perform the job without further training or instructions may be assigned to the job opening. Job bids will be awarded in accordance with the provisions of this Article. If there is no one bidding on the job that is presently trained to fill the job opening, then, in that event, current employee shall be considered for these job openings before hiring a new employee. No employee shall be permitted to bid on a job outside his department more than once a year, nor shall he bid on a job inside his department more than three (3) times per year dating from the first job awarded.

Section 4 (b). It is recognized by the Company and the Union that artistic work in the Art Department demands certain unusual talents and skills which normally require extensive pre-employment schooling and training. Therefore, for vacancies in the covered classifications of tooling, graphic artist and typesetting in the Art Department, the Company will not be required to post such vacancies for bid. A bargaining unit employee may file a written request with the Art Director if such employee desires to be considered for an available bargaining unit position within that department. However, the selection of an individual to fill an available bargaining unit position within the Art Department will be at the discretion of the Art Director and his judgment shall be final and conclusive.

There shall be no exempt employees in the plant, however, it is recognized that because of the uniqueness or special character of an employee's skill, employees in the Art Department may be retained by the Company in active employment out of seniority line, laid off out of seniority line or recalled from layoff out of seniority line if the Company determines the need.

The Company's Art Director and his judgment in hiring, laying off, or recalling laid off employees shall be final and conclusive.

Section 5. The Company may make temporary job assignments of employees to jobs and to work other than their regularly assigned job classifications and work. However, such temporary job assignments shall not exceed thirty (30) working days or they will be posted for bid. When temporary assignments are made by the Company in regard to the above thirty (30) working days, the Company shall notify the Union the first day when the thirty (30) working day period begins. If more than thirty (30) working days are required to complete the job, it may be extended by mutual agreement by the Company and the Union.

Section 6. An employee who is temporarily assigned to a higher rated classification for the convenience of the Company shall, after one (1) hour of work in that higher rated classification, receive the higher rate of pay for all hours worked in the higher classification. Any employee who is temporarily assigned for the convenience of the Company to a lower rated classification shall be paid at his regular rate for the duration of that temporary assignment.

The foregoing two paragraphs shall not apply in cases of temporary transfers or assignments occasioned by layoff or reduction of force or where the employee requests the assignment.

Section 7 - In reducing the workforce, the layoff will be by seniority within the department as described in this Article. The employee with the least seniority in the affected department will be laid off first, subject to the relative abilities of the remaining employees to perform the available work. When the workforce is again increased, the employee(s) will be returned to work in the reverse order of layoff within the department from which the employee(s) was laid off.

Section 8. An employee's seniority shall be broken and he shall be terminated for any of the following reasons:

- A. If the employee quits or is discharged for cause.
- B. If the employee is laid off for more than twenty-four (24) consecutive months or an employee with active employment for one year or less is laid off for six (6) months.
- C. If an employee on layoff is notified by registered mail, he must indicate his intention of returning within 72 hours of the date of notification unless his residence has changed, and in that case, he will be allowed an additional four (4) days to return to work.
- D. If the employee obtains a leave of absence under false representation.

E. If the employee is absent without notification to the Company for a period of three (3) consecutive workdays, in which case the employee shall be considered as having voluntarily quit.

F. If the employee fails to report to work as scheduled following a vacation, leave of absence, or other excused absence without an excuse satisfactory to the Company.

G. Falsification of a doctor's statement.

Section 9. Employees employed in the Casting Department, Etching Department (exclusive of Surface Preparers & Burnishers) and Electro/Engle Department shall have Department seniority within their respective department. In the event of a layoff within any such Department, the most senior qualified employees will be retained.

Due to the importance of the Art Department, Casting Department, Etching Department (exclusive of Surface Preparers & Burnishers), Electro/Engle Department, Receiving/Warehouse Department (Receiving/Warehouseperson) and Plating Department, they shall be exempt from the layoff procedure and employees employed in such Departments may be retained out of seniority line at the discretion of the Company. Additionally, one Maintenance Department employee, and one qualified Waste Water Treatment employee shall also be exempt from the layoff procedure and may be retained out of seniority line at the discretion of the Company.

Section 10. Part-Time Employees: The Company shall have the right to hire regular part-time employees. A regular part-time employee shall accumulate seniority on the basis of the days he works.

1. In the event of a layoff, the part-time employees will be the first employees in the working force to be laid off.
2. Part-time employees will be permitted to bid on part-time jobs only.
3. Part-time employees shall hold seniority as Part-time employees only.
4. New part-time employees hired after the effective date of this Agreement, who work less than thirty (30) hours per week, shall not be entitled to holidays, vacation or insurance benefits, bonuses or any other benefits.

Section 11 - Employees shall notify the Company and the Union in writing of any change of address within three (3) workdays after such change has been affected. Should any question arise regarding an employee's address, the last address appearing on the Company's records shall be considered true and correct. Employees shall also have the responsibility to keep the Company properly advised of their correct telephone number.

Section 12 - When employees in the bargaining unit covered by this Agreement are promoted or transferred to jobs outside the bargaining unit they will retain and accumulate seniority for a period of three (3) months, during which period such employees will have the right to return to a job in the bargaining unit provided they have the seniority and qualifications therefore. At the end of said three (3) month period, if the employee remains in the job outside the bargaining unit he will lose all seniority rights under this Agreement.

ARTICLE VIII Grievance Procedure and Arbitration

Section 1. A grievance is defined as a dispute which an employee or the Union may have with the Company relating to the interpretation, application or violation of the express terms of this Agreement, except those matters excluded from the grievance and arbitration procedures elsewhere in this Agreement. Should the union or an employee claim a grievance, an earnest effort will be made to adjust such grievance in the following manner:

Step (a) - Any employee having a grievance will first attempt to settle same with his immediate supervisor, it being understood that the employee shall have the right to request that the steward be present at this step of the grievance procedure, and it being further understood and agreed that the disposition of grievances at this step of the grievance procedure shall not constitute a precedent for the interpretation and administration of this Agreement;

Step (b) - If a grievance is not settled at Step (a) of the grievance procedure, it shall then be reduced to writing, and the aggrieved employee, his steward and a business representative or officer of the Union (together with such associates as he may wish to assist him in the matter) and an officer or other official of the Company (together with such associates as he may wish to assist him in the matter) shall then attempt to settle the grievance and the Company shall thereafter give the Union its answer to said grievance in writing. If the Company fails to issue its written answer within five (5) workdays from the date the Company receives the Union's Step (b) written grievance, the grievance will automatically advance to Step (c) of the Grievance Procedure;

Step (c) - If the grievance is not then satisfactorily settled and if the grievance is otherwise arbitrable under this agreement, it may be referred to arbitration in strict accordance with the provisions of this agreement pertaining to arbitration, but not otherwise;

provided, however, that if the Union fails to notify the Company in writing by registered United States mail within five (5) working days after the Company gives its answer in writing to a grievance at Step (b) of the grievance procedure of the Union's desire to arbitrate the grievance, then the Union shall be conclusively presumed to have accepted the Company's answer thereto and said grievance shall not thereafter be arbitrable.

Section 2. Any grievances arising from alleged violation of this Agreement by the Company shall be deemed, considered and held to have been waived unless the same are presented for settlement and determination at Step (a) of the grievance procedure of this Agreement within three (3) working days from the date on which said grievance first arose. The Union shall have five (5) calendar days from the date on which the Company gives its answer at Step (a) to appeal a grievance from Step (a) to Step (b) of this grievance procedure. The Union shall have five (5) calendar days from the date on which the Company gives its answer at Step (b) to appeal a grievance from Step (b) to Step (c) of this grievance procedure. It is understood and agreed, however, that in the event a grievance has not been finally disposed of and settled within thirty (30) days from the date on which it was first filed at Step (a), the Union may take the grievance to arbitration at the end of said thirty (30) day period in accordance with the provisions of Step (c) of the grievance procedure. Said thirty (30) day period may be extended by mutual agreement of the Company and the Union in writing.

Section 3. No grievance shall be arbitrable unless it involves an alleged violation by the Company of one or more specific provisions of this Agreement, which alleged violation shall be designated in writing by the Union to the Company no later than the time such grievance is appealed to Step (b) of the grievance procedure hereinbefore set forth. No grievance shall be arbitrable if it is non-arbitrable under the "Management Prerogatives" Article of this Agreement.

Strict compliance with the procedural requirements and time limits of the foregoing grievance procedure is a condition precedent to the Union's right to take any grievance to arbitration; it being understood and agreed, however, that any of said time limits may be extended by mutual agreement in writing between the Company and the Union. In the absence of such compliance, the grievance shall be deemed to have been waived and shall not be arbitrable under this Article.

No grievance may be filed or considered which is based in whole or in part on an occurrence happening prior to or after the term of this Agreement.

Section 4. Multiple grievances may be consolidated for hearing before an arbitrator. The impartial arbitrator shall be selected by the Company and the Union. The impartial arbitrator shall be jointly selected by the Company and the Union from a list or lists of seven (7) impartial arbitrators submitted to the parties by the Federal Mediation and Conciliation Service. The Arbitrator shall have no power to add to, subtract from change or modify any of the

terms of this Agreement or to settle new or changed contract terms upon the parties and his decision must be based upon the express terms of this Agreement.

Section 5. The arbitration of a grievance shall be held at a time and place mutually agreeable to the Company and the Union and, after the selection of the impartial arbitrator, both parties shall proceed with due dispatch to arrange for the arbitration hearing. The decision of the Arbitrator or the settlement of a grievance shall be final and binding on the Company, the Union and the employees, provided it conforms to the terms of this Agreement and to the authority of the Arbitrator as set forth in the Agreement. The total cost of the arbitration shall be borne by the loser. In the event the Arbitrator's decision is not clear as to who is the loser, the arbitrator shall decide how the cost shall be divided between the parties. The arbitrator shall render his decisions within fifteen (15) days after closing of the hearing.

The arbitrator shall be limited to eight (8) weeks back pay for discharge cases only.

No subject may be arbitrated which is excluded from the grievance and arbitration procedure under any other term or provision of this Agreement.

Section 6. EXECUTIVE BOARD ACTION ON GRIEVANCES. If a grievance is filed, all time limitations in the Agreement must be complied with or a written waiver secured from the Company or the Union.

If and when a grievance is to be voted upon by the Executive Board of the Local Union to take or not to take a grievance to arbitration, the Executive Board shall be permitted to do this during working hours as long as it does not exceed one-half (1/2) hour.

In the event a grievance filed arising from a termination of an employee, such grievance will be advanced to Step (b) of the grievance procedure. If the grievance is not satisfactorily resolved at Step (b), it will be referred to expedited arbitration as set forth below and consistent with the provisions of this Agreement pertaining to arbitration. The expedited grievance will be heard in arbitration by one of the three arbitrators listed below. The arbitrators will be selected on a rotating basis and the arbitration will be scheduled within six (6) weeks of the assignment to the arbitrator, or as soon thereafter as the arbitrator is available. At the conclusion of the arbitration, the parties will have four (4) weeks from the date of receipt of the transcript of the proceedings, if a transcription is made, to submit post-hearing briefs to the arbitrator. The arbitrator, thereafter, will have four (4) weeks to render an Opinion and Award. The arbitrators who will serve on the expedited panel are: Phyllis E. Florman; and Michael A. Paolucci.

ARTICLE IX

Discipline

Section 1. The employer has the right to discharge or otherwise discipline any employee for just and reasonable cause.

A. The discharged employee shall be advised in writing the reason for such disciplinary action. The employee shall have the right during the first five (5) days of the termination period to request a grievance hearing according to Article VIII. From then on forward, Article VIII shall apply.

The foregoing shall not prevent the Company and Union from mutually agreeing to a different settlement regarding the discharged employee, nor the Arbitrator from awarding no back pay or less than full back pay to the discharged employee, however, such back pay shall not exceed eight (8) full weeks.

B. The procedure outlined herein shall not have application to discharges effected under Article XIV (Strikes and Lockouts) of this Agreement.

ARTICLE X Insurance

Section 1. The Company agrees to maintain a group health insurance program so as to make available to all regular full-time employees the benefits provided for in such group health insurance program. The cost of the group health insurance program will be as set forth in this Article.

Section 2. The Company will contribute up to \$255.00 per month effective November 1, 2012, , \$260.00 per month, effective November 1, 2013, \$265.00 per month, effective November 1, 2014, for the premium expense for single coverage for employees who are eligible for and who desire the Company's basic group health insurance program. The balance of the monthly premium for either single coverage or the difference between the Company's premium contribution and the cost of family coverage, for employees who are eligible for and who desire family coverage, will be paid for by the participating employee.

Section 3. The Company will provide, at its cost, for its eligible bargaining unit employees, group life insurance, accidental death and dismemberment insurance and a sickness and accident benefit. The level of benefit provided by each of these plans will be as follows:

A. Group Life and Accidental Death and Dismemberment:

All full-time employees - \$25,000.

B. Weekly Disability Income Benefit:

All employees - Effective 11/01/14 \$250.00 per week
 Effective 11/01/17 \$260.00 per week

Benefits begin 1st day accident - 8th day sickness - Maximum 26 weeks

Section 4. The insurance carriers may be changed for any of the group insurance programs set forth herein and the benefits provided by any of the group insurance programs may be reduced or eliminated with the mutual consent of the Company and the Union. The parties further agree to meet at least semi-annually to discuss the group health insurance program and any modifications to such program. All bargaining unit employees in the active employ of the Company, who are eligible for coverage and who are not otherwise covered on another group health insurance plan, must participate in the Company's group insurance program, unless participation in such group insurance programs is excused by the Company.

Section 5. The insurance plans covering the Company's bargaining unit employees will be exclusive. Non-bargaining unit employees will not participate in the bargaining unit group insurance plans and bargaining unit employees will not be eligible to participate in group insurance plans covering non-bargaining unit employees.

Section 6. Part-time and temporary employees will not be covered under this insurance program.

Section 7. Waiting period - for new hired employees shall be sixty (60) working days. Eligibility for medical insurance will be at the end of successfully completing the probationary period or no longer than 90 days from the date of employment.

Section 8. Pursuant to any Federal or State law which may become effective during the term of this CBA which permits a private employer to have the option of either providing a group health care insurance benefit for its employees or paying a tax or penalty in lieu of providing such group health care insurance benefit, the Company will have the right to select the tax or penalty option and terminate its group health care insurance plan for all bargaining unit employees. Additionally, if pursuant to any Federal or State law which may become effective during the term of this CBA, the Company is required to make contributions or pay taxes for the providing of any benefits or coverage which are already provided for under the Company's group health care insurance plan, then, to the extent that such benefits under any such Federal or State program would duplicate the benefits under the Company's group health care insurance plan, the Company shall be relieved of the obligation to provide such benefits under the Company's group health care insurance plan.

ARTICLE XI

Supervisors

In the Art Department, supervisors shall continue to perform work of an artistic nature as that performed by other members of the bargaining unit in that department.

Supervisors in other departments shall not perform any operation normally assigned to the employees in the bargaining unit except as follows:

- A. To instruct or train employees. The employee being trained must be present at all times while this is being performed.
- B. Should any other conditions or reasons occur, must be complied with approval as stated below.

The above mentioned reasons shall have the approval of the Union's Department steward or the President of the Union if it will exceed one-half (½) hour.

An exception to this would be the Urethane Finishing Foreman, the Casting Department Foreman, the Electro/Engle Department Foreman, **Plating** Foreman, and Etching Foreman. They may continue as they have in the past performing necessary duties other than supervisory as long as they are performing their normal duties.

ARTICLE XII

Holidays

Section 1. The plant holidays shall be New Year's Eve, New Year's Day, Good Friday, Decoration Day, July 4th, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, and Christmas Day. Regular employees shall be paid for such holidays, if not worked, at their regular straight-time hourly rate for up to eight (8) hours.

Section 2. To be eligible for holiday pay, an employee must work the scheduled workday immediately before the holiday and the scheduled workday immediately after the holiday, unless his or her absence is occasioned by a justifiable excuse as herein defined:

Death in the employee's immediate family as per Article XXII.

Attendance upon Jury Duty.

Absences for approved leave of absence, industrial injury, illness or accident, scheduled vacation or reduction in forces in such week and for official Union Business.

In order to qualify for these holidays, if the employee or the employee's immediate family members causes the absence of the employee due to illness or accident, which is FMLA qualifying, the day prior to or the day after the holiday, the employee shall obtain a doctor's certificate showing that he, she, or their immediate family member has seen the doctor twenty-four (24) hours prior to the scheduled workday of the holiday. In order to be qualified on the scheduled workday after the holiday, the employee shall present a doctor's certificate dated no later than forty-eight (48) hours after the scheduled workday.

Employees will be allowed to miss one (1) hour on the day before and the day after the holiday (without pay) and still be eligible for holiday pay. Employees on layoff or leave

of absence for reasons other than sickness or injury, are not eligible for holiday pay unless they work at least one full working day in the calendar week in which the holiday falls, or is celebrated. When a holiday falls within an employee's vacation period, or if the employee is personally engaged in collective bargaining negotiations with the Company, he shall receive pay for the holiday, provided he is not in a layoff status at this time. An employee who fails to qualify for holiday pay above because he is on written leave of absence due to verifiable sickness or injury shall be paid for the holiday provided the holiday falls within, or is celebrated within the first thirty (30) calendar days of the original issuance of such written leave of absence.

Section 3. Should an employee work on a holiday, or the day celebrated at the plant as such, he shall receive his holiday pay as well as compensation for the hours worked, at the rate of time and one-half.

Section 4. Should one of the holidays specified in Section 1 fall on a Sunday, it shall be celebrated on the following Monday; and if such holiday falls on a Saturday, it shall be celebrated on the preceding Friday. When any two of these holidays fall on Sunday and Monday, Monday and Tuesday will be recognized as the holidays.

ARTICLE XIII Lunch and Rest Periods

Section 1. All employees shall be allowed an unpaid thirty (30) minute lunch period, which shall be taken at the approximate midpoint of the shift.

Section 2. There shall be two (2) paid fifteen (15) minute rest periods for each full scheduled shift of up to nine (9) hours worked by an employee. The first rest period shall be given approximately midway between the beginning of the shift and the lunch period; the second rest period shall be given approximately midway between the lunch period and the end of the shift.

Section 3. All employees shall be allowed a five (5) minute clean-up immediately prior to the end of their shift. Casting employees and buffers who have spent a substantial amount of their workday in the performance shall be allowed a ten (10) minute wash-up period immediately prior to quitting time. The ten (10) minutes shall be used only for this purpose.

ARTICLE XIV Strikes and Lockouts

Section 1. The Union agrees that, during the term of this Agreement, neither it nor its officers or agents will authorize, instigate, condone or engage in any work stoppage, strike, slowdown, or any other action which interrupts or interferes with the operation of the Company.

Section 2. No employee, during the term of this Agreement, shall cause, instigate, participate in or encourage any work stoppage, strike, slowdown, picketing or any other action

which interrupts or interferes with the operations of the Company. Any employee performing or participating in any of the acts forbidden by this section may be discharged or disciplined by the Company if an employee is disciplined or discharged for violation of this Section, then such penalty of discipline or discharge shall not be subject to review under the grievance and arbitration procedures of this Agreement, but only the issue whether the disciplined or discharged employee actually performed or participated in any acts in violation of this Section may be reviewed under the grievance and arbitration procedures of this Agreement.

Section 3. The Company agrees that, during the term of this Agreement, it will not engage in any lockout of its employees.

ARTICLE XV Work Schedule and Overtime Distribution

Section 1. The normal daily and weekly schedule for regular full-time employees in the bargaining unit will be up to nine (9) hours per day and forty (40) hours per week to be worked normally between Monday through Friday. The normal workday and work week for employees will be established from time to time by the Company. Any change in the employee's normal workday or work week will be announced no less than seven (7) days prior to the change. All time worked in excess of the employee's normal daily work schedule will be paid at the rate of time and one-half the employee's regular hourly rate of pay. The specification of this normal daily and weekly work schedule, however, shall not be construed or taken as a guarantee by the Company to provide such daily or weekly schedule to employees.

Section 2. The normal work week shall begin at 7:00 a.m. Monday and the normal first shift hours shall be 7:00 a.m. to and including 3:30 p.m. The Company shall have the right to change the work week and shift hours, if necessary, but shall notify the Union by the end of the shift on Thursday for Saturday work. Additionally, the Company shall have the right to create new production shifts as the needs of the Company dictate. In the event that a new production shift(s) is created, the Company will first solicit volunteers to fill the available team leader and other bargaining unit positions.

If volunteers are insufficient to fill the available positions, the Company may transfer either team leaders or temporary team leaders to such shift(s) for up to four months, within a one-year period, to assist in shift staffing and training of shift personnel. The team leaders and temporary team leaders will be given two weeks notice prior to the transfer. The transferred team leader(s) will be the most junior bargaining unit member(s) or temporary team leader(s) with the present qualifications, experience and ability to perform the required work on the new shift.

The Company will have the right to transfer other bargaining unit employees to such new shift(s) for up to two (2) months, within a one-year period, to assist in shift staffing and training of personnel. The bargaining unit employees will be given two (2) weeks notice prior to the transfer. The transferred bargaining unit employees with the present qualification, experience and ability to perform the required work on the new shift.

Section 3. Opportunity for daily and weekend overtime will be offered and divided equally among qualified employees in the classification in which the overtime arises. If additional personnel are required for overtime, they will be selected based on their qualifications in the work within the classification where overtime is needed. Employees will be expected to work reasonable amounts of overtime when requested to do so. Any employee who is offered an overtime opportunity and declines to accept it shall, nevertheless, be charged with the overtime opportunity. A record of overtime worked by employees will be kept by the foreman and the shop steward in each classification so that the overtime is divided equally. If overtime is necessary in any classifications when temporary transfers are made, such overtime shall be offered to the transferred employees based on their qualifications in that classification.

A. Employees who report to work as scheduled, and who have not been notified to do so, shall be entitled to four (4) hours reporting pay provided they are willing to work if work is available. Such reporting pay shall not be due if work is not available due to machinery breakdown, power failure, flood, fire, Act of God, or other causes, beyond the Company's control.

B. When an employee is called to work on Saturday or Sunday, he will be paid the applicable pay, including overtime or premium pay if required under this Article, for all hours worked, but in no case will he receive less than four (4) hours pay, including overtime or premium if applicable under this Article.

Section 4. Time and one-half the employee's straight-time hourly rate shall be paid for all work performed on Saturday and double time shall be paid for all work performed on Sunday, provided the employee has worked a minimum of thirty-two (32) regularly scheduled hours during the five (5) days preceding the weekend on which the overtime is performed, and that any time missed during the week is not due to an unexcused absence, tardy or leave-early. If any time lost is due to an unexcused absence, tardy or leave-early, then, premium time for either Saturday or Sunday will only be paid after an equivalent amount of time lost for the unexcused reason is worked at the employee's straight time rate of pay on either Saturday or Sunday. An employee may use up to three (3) personal hours on a semi-annual basis to cover for any one (1) absence, tardy, or leave-early occurring during such semi-annual period and not be subject to the twenty-four (24) hour notice requirement. A disciplinary layoff will not be counted toward the thirty-two (32) hours. Overtime will not be paid on overtime and there will be no duplication or pyramiding of daily and weekly overtime.

Section 5. The foreman shall notify the department Steward when overtime is to be worked in a particular classification. Then the foreman and department Steward shall agree on which employees shall work based on low overtime hours. The Company shall not be held liable in case an employee is inadvertently bypassed.

ARTICLE XVI

Vacations

Section 1. All regular full-time employees who have completed at least one year's active service from the last date of hire shall be entitled to one week's vacation with forty (40) hours pay at their regular straight-time hourly rate.

Section 2. All regular full-time employees who have completed at least two (2) years active service from the last date of hire shall be entitled to two (2) weeks vacation with eighty (80) hours pay at their regular straight-time hourly rate.

Section 3. All regular full-time employees who have completed at least ten (10) years of active service from the last date of hire shall be entitled to three (3) weeks vacation with one hundred twenty (120) hours pay at their regular straight-time hourly rate.

Section 4. Effective November 1, 2004, an employee with twenty years of active service, but less than twenty-five years of active service, will receive vacation pay based on forty-two and one-half (42½) hours pay at their regular straight time hourly rate.

Effective November 1, 2004, an employee with twenty-five years or more of active service will receive vacation pay based on forty-five (45) hours pay at their regular straight time hourly rate.

Section 5. An employee's vacation pay shall be computed on the basis of the regular job classification the employee holds at the time he takes his vacation.

Section 6. In order to be eligible for the full vacation pay as set forth in Sections 1, 2 and 3 of this Article, the employee must have worked at least 1600 hours (1400 hours if time missed is due to layoff) since the preceding September 30th. However, if the occasion ever arises that a full time employee fails to work 1600 hours (1400 hours due to layoff) from September 30th to the following September 30th, for just and reasonable cause, it will be left up to the Company's discretion as to whether or not the employee will receive full vacation pay.

Vacation hours paid to the employee under this Article shall be counted toward the determination of 1600 hours (1400 hours due to layoff). Hours lost since the preceding years employment anniversary date due to an industrial injury arising out of Company employment, or due to jury or witness duty, or due to Official Union Business shall be defined as Grievance handling and arbitration cases, contract negotiations, or attendance at conventions shall be counted as hours worked for purposes of this Article.

Section 7. Employees will receive vacation pay not later than the last shift they work prior to the beginning of vacation provided the vacation period is forty (40) hours or more. Vacation pay for less than forty (40) hour increments will not be paid in advance.

Section 8. The Company shall close the plant for vacation from Christmas Eve through New Year's Day. Any day occurring in such period which is not otherwise observed as a holiday will be treated as vacation. If, as a result of such vacation observance, the employee is left with a fractional week of vacation, such fractional week will be observed in its entirety in accordance with the provisions of Section 9 below. Any holidays that fall during any vacation period, such vacation shall be extended one day with pay. No employee is entitled to or may take his vacation until it is earned hereunder, however, an employee on layoff who has earned a vacation, but has not taken it, may request the Company for his vacation during his period of layoff. In the event of the death of an employee who has earned, but not received his vacation pay, his legal beneficiary shall be entitled to such earned vacation pay.

If an employee has earned only one (1) week of vacation as set forth in Section 1 above, the employee may, at the Company's discretion, elect not to have such earned vacation observed during the Christmas week plant shutdown.

Section 9. Vacations will be approved on a first-come, first-served basis, regardless of seniority after November 30th of any vacation year. It is recognized that, on occasion, an employee may not be able to take his vacation at the time of his preference because of plant operating requirements as determined by the Company. The Company shall decide how many employees in a department or classification may be on vacation simultaneously. Vacations will be taken from Monday through Sunday.

Employees will not be allowed to use any vacation, unless approved by management, during the last three (3) weeks of September. Employees who have not scheduled vacation by June 30th of each year will have any remaining vacation scheduled by the Company (to be taken before the second week of September each year). Seniority will not be considered in the scheduling of such vacation.

Section 10. Employees entitled to less than three (3) weeks of vacation under this Article shall be permitted, at the discretion of the company, to take up to two (2) days of vacation, one day at a time, provided such vacation days are not taken during the last two weeks of the fiscal year-end period, that is, September 30, and provided that such vacation day(s) are requested by the employee and approved by the Company at least forty-eight (48) hours in advance of the vacation day(s).

Employees entitled to more than two (2) weeks of vacation under this Article shall be permitted, at the discretion of the Company, to take their third week of vacation in less than weekly increment. Vacations may not be taken during the last two weeks of the year-end fiscal period. The fiscal period currently ends on September 30. An employee who elects to take his third week of vacation in less than a weekly increment, must request and be approved for such vacation day(s) at least forty-eight (48) hours in advance of the vacation day(s). However, the employee may take three (3) of the five vacation days with notice being given to the Company prior to the start of the shift each of such days and such days may be coupled with

another day off with the approval of the Company, which approval will not be unreasonably withheld.

Section 11. Regular part-time employees shall be entitled to vacation time off equal to a regular full-time employee with the same seniority. Should such employee work the required 1600 hours (1400 hours due to layoff) he shall receive full vacation pay for those weeks to which he is entitled. A regular part-time employee who does not work 1600 hours (1400 hours due to layoff) shall be paid for the average hours he is scheduled to work each week in the preceding twelve (12) month period times his regular straight-time hourly rate multiplied by the number of vacation weeks to which he is entitled by seniority. No regular part-time employee shall be entitled to a vacation until he has completed the required length of employment as agreed in the vacation formula. The regular part-time employee must work at least four-fifths (4/5) of the hours scheduled for him in order to qualify for a full vacation under this Section.

Section 12. All vacations become due on September 30th of each year and they may be taken at any time during the year following September 30th if employee has earned more than one (1) week.

Section 13. Any new employee who comes to work on or has an anniversary date during the months of October, November, December or January will become eligible for a full vacation the following September 30th. Any new employee who comes to work in February, March, April or May will be credited with 60% of their earned vacation. Any employee who comes to work or has an anniversary date in June, July, August or September would not become eligible for a vacation until September 30th of the following year.

ARTICLE XVII

Bulletin Board

The Company shall furnish a bulletin board for the exclusive use of the Union in the work or lunch room area. The board shall be used only for notice of official Union business and Union social or recreational affairs. A copy of each bulletin to be posted shall be given to the management.

A. Postings or notices by the Company that pertain to the Union employees job classifications or official notices by the Company, a copy of such notice or posting shall be given to the President of the Union.

ARTICLE XVIII

Safety and Health

The Company will take all reasonable precautions to safeguard the health and safety of its employees during their regular hours of work and to maintain recognized standards of safety and sanitation, and the Union and all employees covered by this Agreement shall cooperate in every way possible in matters concerning the health and safety of employees.

It is agreed that employees will observe all established safety rules, regulations and procedures, both as prescribed by the Company and as required by law. All employees covered by this Agreement shall, as a condition of employment, wear any safety equipment required by the Company or by law.

The Company shall bear the cost of any safety devices or apparel which it requires the employees to wear or use.

A. Any employee who feels they should need an X-ray due to their job conditions shall be allowed one X-ray per year at the Company's expense.

B. Each employee will be issued one pair of safety glasses. They shall become responsible for them, and if they are lost, the employee will be responsible for the cost of a new pair. If the glasses become old and worn out, the Company shall replace them at no cost to the employee when the old glasses are turned in. In no case shall the Company be required to replace safety glasses at the Company's expense more than one time per year, unless the glasses are damaged while employee is performing his/her assigned task(s) and such loss is not due to the employee's negligence.

C. The Company shall provide to each employee who works with hazardous chemicals the proper personal protective equipment (PPE) to perform their job. These items shall include, but not limited to, Ty-Veck aprons, rubber gloves, safety glasses/goggles, respirators or other applicable PPE as required by Material Safety Data sheets.

ARTICLE XIX

Leave of Absence

Section 1. When the operating requirements of the Company permit and for good and sufficient reason, an employee may be granted a leave of absence without pay up to thirty (30) days or longer with the approval of the Company and Union.

Section 2. A leave of absence not to exceed six (6) months may be granted an employee to enable him to undertake official Union business. Such leave shall be unpaid and the Union shall apply for such leave in writing to the Company stating the expected duration of the requested leave.

Section 3. Employees shall continue to accumulate seniority during approved leaves of absences except when a leave of absence is granted for personal reasons other than Union business or illness, and shall be entitled to reinstatement to active employment upon the expiration of such leave on the same basis as set forth in this Agreement's Seniority Article.

Section 4. - Family and Medical Leave of Absence. In accordance with the Family and Medical Leave Act of 1993, the Company will provide up to twelve (12) weeks of unpaid medical or family leave in a twelve (12) month period for eligible employees and such

additional leave as required either by the FMLA or applicable state law. Eligible employees are those employees who have completed twelve (12) months of continuous service and who have worked at least 1,250 hours during the twelve (12) month period preceding the start of the leave. The circumstances under which an eligible employee qualifies for a leave under this provision and the terms and conditions of the Company's leave policy are more fully explained in the Bruce Fox, Inc. Family and Medical Leave Policy, which is available for review in the Personnel Department.

ARTICLE XX Military Service

All regular employees shall have all rights for military service as provided by law.

ARTICLE XXI Whole Agreement

This Agreement shall be the sole and controlling source of employee rights and benefits and the entitlement of employees to rights, benefits, and compensation shall be governed solely by this Agreement without regard or reference to conditions or practices which antedate this Agreement. However, it is recognized that circumstances arising during the term of this Agreement may require the establishment of other agreements or memoranda of understanding to meet various conditions of employment which are not covered by this Agreement which shall be negotiated and agreed to by the International Union and the Local Union. Procedure:

1. If such circumstances should develop, the Company and the Union shall meet and discuss the matter, and any agreement or understanding that is reached shall be reduced to writing and executed on behalf of the Company and the Union by persons respectively certified by each party to the other as having authority to bind the respective parties to such agreement or memorandum of understanding.

2. For the purposes of definition, under this Article, a "Memorandum of Understanding" is cancelable by either party upon a twenty-four (24) hour written notice to the other party. An "Agreement" shall run only for the term of this Agreement and shall not be subject to cancellation or re-negotiation prior to the termination date of this Agreement unless the parties mutually agree to a cancellation or re-negotiation.

3. No agreement or memorandum of understanding which is in conflict with the terms or this Agreement shall have any force or effect for any purpose whatsoever unless approved in writing as an amendment to this Agreement by persons of equivalent authority to those executing this Agreement.

4. Any agreement or memorandum of understanding otherwise reached than as prescribed by this Article shall have no force and effect, providing that to meet emergency conditions, verbal agreements may be reached and shall not be lightly regarded.

ARTICLE XXII

Funeral Leave

Employees who lose time on scheduled workdays on account of death of members of their immediate family will be paid up to three (3) days (each day at eight (8) hours straight time) for working time lost as a result of making arrangements, before, or on the day following the funeral or attendance at the funeral.

For purpose of this Article, a member of an employee's immediate family is one of the following, Mother, Father, Spouse, Son or Daughter, or others with the same relations through legal adoption or guardianship rights. The employee will be entitled to three (3) days off and three (3) days pay when a death occurs in the immediate family.

Upon the death of Brother, Sister, Brother-in-law, Sister-in-law, Mother-in-law, Father-in-law, and Grandchildren and Grandparents, the employee will be allowed two (2) days off with pay.

Any employee will be allowed four (4) hours excused absence in order to attend the funeral of a friend or a fellow employee without pay. Additional excused time off will be considered by the Company on a case by case basis.

Such payment shall only be made for workdays missed between date of death and the day following the funeral, Monday through Friday.

In the event of death of a Spouse, Mother, Father, Son, Daughter and more time is required to take care of personal matters, a leave of absence shall be allowed employees for this purpose.

The Company shall be promptly notified of absence hereunder and the reason therefore. Employees shall upon satisfactory proof of death and relationship, be entitled to the above.

ARTICLE XXIII

Wages

The wage rates for each classification of work under this Agreement is set forth in Attachment "A" hereto which is fully incorporated in this Agreement.

ARTICLE XXIV

Bonuses

During the term of this Agreement the Company has agreed to pay the following employee bonuses under the circumstances hereinafter described:

A. Seniority Bonus - The Company will pay to every employee eligible a five cents (5¢) per hour seniority bonus for each five (5) years of continuous service with the Company provided such fifth year anniversary dates occur after the effective date of this Agreement. This bonus may be carried by an employee to a new job when he transfers on bids to such job after the effective date of the Agreement. There will be an eighty-five cent (85¢) maximum on the seniority bonus. The following list is a schedule of bonuses:

Years of Service	Seniority Bonus	Cumulative
5	.05	.05
10	.05	.10
15	.05	.15
20	.10	.25
25	.10	.35
30	.10	.45
35	.10	.55
40	.10	.65
45	.10	.75
50	.10	.85

This bonus may be carried by an employee to a new job, when he transfers or bids to such job after the effective date of this Agreement.

B. Birthday Gift - The Company will continue for the duration of this Agreement its custom of providing an employee with a gift on his or her birthday.

C. Christmas Bonus – Effective the first year of this Agreement, the Company will pay an annual Christmas bonus for all full-time, non-probationary bargaining unit employees. Such bonus will be twelve (12) hours times the employee's regular hourly rate of pay, less deductions required by law. The Christmas bonus will be paid on the Friday closest to December 15 in each contract year.

D. The bargaining unit employees will not be eligible to participate in the Company's Gainshare Program.

ARTICLE XXV
Job Classifications and Descriptions

The Company and the Union have negotiated on and reached final agreement of job classifications and job descriptions. These job classifications and descriptions are set forth in Appendix A which is fully incorporated in this Agreement.

Notwithstanding Article 1, Section 2, and Article 21, whenever the duties, responsibilities or other job content of any classification have changed substantially, either party to this Agreement may request a meeting with the other for the purpose of arriving at a satisfactory adjustment in rate for the same. Prior to the inauguration of a permanent new classification or job, the Union shall be advised of its intended establishment. When the permanent new job or classification is created, the Company shall negotiate these changes with the local Union.

ARTICLE XXVI
Jury Pay

An employee who is selected for jury service shall be excused from work for the days on which he serves on a jury and he shall receive for each day of jury service on which he otherwise would have worked the difference between his regular straight-time pay and the payment he received for Jury service. The employee will present proof of service and the amount of pay received.

The difference in pay will be paid after proof of service and compensation has been submitted to the Company. Employees will be excused for reporting on a jury selection call but no additional compensation will be paid by the Company.

ARTICLE XXVII
**Statement of Principles
and Union Responsibilities**

The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent for the employees covered by this Agreement, and realizes that in order to provide maximum opportunities for continuing employment, good working conditions and good wages, the Company must be in a strong market position, which means that it must manufacture and fabricate quality products and be able to merchandise, sell and deliver them at the lowest possible costs, and otherwise be able to operate its business efficiently and economically and provide the highest quality of service to its customers.

The bargaining unit recognizes that each employee must honor the responsibility for upholding the highest quality standards in their work.

ARTICLE XXVIII
Termination

This Agreement and Appendix A hereto shall remain in full force and effect from November 1, **2022**, through and including October 31, **2023**.

After this date, it shall automatically renew itself from year to year thereafter, unless written notice of desire to change or modify this Agreement is served by either party upon the other party at least sixty (60) days prior to the aforesaid expiration date thereafter.

See inserted page for signatures..

APPENDIX A
Wage Rates and Classifications

PRODUCTION ART \$8.00	TOOLING \$8.00
ASSEMBLY \$8.00	POLISHER/BUFFER \$8.00
SURF. PREP. & BURN \$8.00	ELECTRO/PLATING \$8.00
MACHINE OPERATOR \$8.00	SPRAYER \$8.00
EMBOSSING CLERK \$8.00	CAMERA-ETCHING \$8.00
MACHINE OPERATOR \$8.00	SHIPPING \$8.00
MAINTENANCE \$8.00	RECEIVING/WAREHOUSEPERSON \$8.00

Any employee who is in the Company's employ on the effective date of this Agreement and who has successfully completed his/her probationary period, will have his/her base hourly rate of pay increased as set forth below:

Effective the first Monday in November, 2018 - \$0.30 per hour
Effective the first Monday in November, 2019 - \$0.30 per hour
Effective the first Monday in November, 2020 - \$0.30 per hour
Effective the first Monday in November, 2021 - \$0.50 per hour
Effective the first Monday in November, 2022 - \$0.50 per hour

Effective April 1, 2014, the Company amended the 401(k) Retirement plan for bargaining unit employees to provide that the Company will make a 30% contribution for each dollar contributed by the employee (from first dollar) up to \$1,000.00, to a maximum annual matching contribution by the Company of \$300.00 per participating employee. The 401(k) Retirement plan was amended to include automatic enrollment for the bargaining unit employees with a 2% employee contribution and default investment fund, if none elected, to be a target date fund. Employees will have the option to decline the automatic enrollment prior to the initiation of the 401(k) deduction.

APPENDIX B
JOB DESCRIPTION & CLASSIFICATION WITH BASE RATES

The foregoing job descriptions have been agreed between Bruce Fox, Inc. and United Steel Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC.