

Agreement

Between

**HUSSEY FABRICATED PRODUCTS**

and

**UNITED STEELWORKERS**

**AFL – CIO**

On behalf of Local Union 1693-26

January 3, 2024

Production and Maintenance Employees

Eminence, Kentucky

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## AGREEMENT

This Agreement is made and entered into this Third day of January, 2024 by and between Libertas Copper LLC, (d.b.a. Hussey Fabricated Products), Eminence, KY and its successors (hereinafter referred to as the “Employer” or “Company”) and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and service workers International Union, on behalf of Local Union 1693-26 (hereinafter referred to as the “Union” or the “U.S.W.”)

WHEREAS, it is the intent and purpose of the parties hereto that this agreement will initiate cooperative industrial and economic relationships between the Company, the Union and all the employees of the Company (as hereinafter defined) and to set forth herein the basic agreement covering rates of pay, hours of work, and conditions of employment to be observed by the parties, it is therefore understood and agreed between the parties as follows:

### ARTICLE I — RECOGNITION

#### Recognition

**Section 1.** The Company recognizes United Steelworkers as the exclusive bargaining representative concerning wages, hours, rates of pay, and other conditions of employment of all production and maintenance employees at its Hussey Copper, Eminence, (d.b.a. Hussey Fabricated Products), KY Plant, excluding office/administrative employees, Supervisors, Security Guards, Engineering personnel, Quality Control Technicians and Environmental/Waste Treatment Technicians.

**Section 1-A.** The Provisions of Article 1, Section 2-A, and Section 3, Paragraph 1, below shall not apply because Kentucky Law currently prohibits this form of Union security. In the event Kentucky Law is repealed or modified, and such prohibition is removed in whole or part, the provisions of Section 2-A shall apply to the extent and under the conditions permitted by law.

#### Union Membership

**Section 2-A.** To the extent allowed by law, it shall be the condition of employment that all employees of the employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are hired on or after its effective date shall at the completion of their probationary period become and remain members in good standing in the Union.

#### Applicant Sourcing

**Section 2-B.** The Company shall have the exclusive right to determine the source of applicants for employment and shall be the sole judge of the requirements and qualifications of such applicants.

#### Dues Checkoff

**Section 3.** As a condition of employment, all employees covered by the Agreement will at the expiration of their plant probationary period become members of the Union and remain members of the Union during the term of this Agreement, to the extent of paying an initiation fee and the weekly membership dues uniformly required of all Union members as a condition of acquiring or retaining membership in the Union. Membership in the Union will be subject to the limitations of any State or Federal laws.

During the life of this Agreement, the Company agrees to deduct from the wages of each employee, in accordance with the expressed terms of a signed, voluntary authorization to do so, the membership dues of the Union which includes monthly dues and initiation fees in the amount designated by the International Secretary/Treasurer. Said deductions will be forwarded at the end of the month, indicating the name, address and date of hire, to: International Secretary/Treasurer, at the address which he authorized for this purpose, together with Form R-115 with a check-off showing the names of each employee, the amount of the dues and initiation fees collected from each employees’ wages, the number of the Local Union and furnish the Sub-District office with a copy of said check-off list. All checks will be made payable to “International Secretary/Treasurer, UNITED STEELWORKERS”.

- a. Deductions on the basis of authorization card submitted to the Company will commence with respect to dues for the week in which such card becomes effective.
- b. In case of earnings insufficient to cover deductions of dues, the dues will be deducted from the next pay in which there is sufficient earnings.
- c. The Union will be notified of the reasons for non-transmission of dues in case of interplant transfer, layoff, discharge, resignation, leave of absence, sick leave, retirement, death, or insufficient earnings.

- d. The Company will upon individual request to the Personnel Department, advise in writing the amount of Union dues deducted from wages during the previous calendar year.
- e. If an overcharge is made in making payroll deductions for dues and initiation fees, the Union will be responsible for adjustment of such claim with the individual member and the individual member will hold the Company harmless for having wrongly made such deductions.
- f. At the time of his/her employment, the Company will make available to each new employee an authorization for the check-off of Union dues in the form agreed upon. A copy of the authorization card for the check-off of the Union dues will be forwarded to the financial secretary of the Local Union.
- g. Dues for any week will be deducted in accordance with the United Steelworkers Constitution. A copy of the USW procedures will be given to the Company accounting department.
- h. The Company will permit a Union committee person to be introduced to a new employee no later than the first week after the completion of the new employee's probationary period for the purpose of a brief new member orientation.

#### Indemnity Clause

The Union will indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that will arise out of or by reason of action taken by the Company for the purpose of complying with any of the provisions of the Section.

#### PAC Checkoff

**Section 4.** The Company will check off and transmit to the Treasurer of the United Steelworkers Political Action Committee (USW/PAC), voluntary contributions to the USW Political Action Fund from the earnings of those employees who voluntarily authorize such contributions on forms provided for that purpose by the USW/PAC.

The parties acknowledge that the costs of implementing and administering the USW/PAC check-off program would be an obligation of the Union and that the estimated costs of such implementation and administration of the program have been incorporated by the Company in its valuation of the collective bargaining negotiation settlement. The Union, however, will be responsible for the cost of printing and distributing voluntary USW/PAC wage deduction authorization forms. It is specifically agreed that the USW/PAC check-off plan will be implemented as follows:

- a. Effective December 21, 2008, the Company will deduct, on a weekly basis, such voluntary employee contributions to the USW/PAC. The amount and timing of such USW/PAC wage deductions and the transmittal of such voluntary contributions to the USW/PAC shall be as specified on forms provided by the USW and in conformance with any applicable State or Federal statute. Said deductions will be forwarded to USW/PAC Administrative Office (5 Gateway Center, Pittsburgh, PA 15222) on a monthly basis. A report will also be forwarded which will list the names, social security numbers, addresses, and amounts of deductions for USW/PAC contributions which have been withheld pursuant to this Agreement during and immediately preceding the payroll period.
- b. The signing of such USW/PAC check-off forms and the making of such voluntary contributions are not conditions of membership in the Union or of employment with the Company.
- c. The United Steelworkers Political Action Committee, which is connected with the United Steelworkers a labor organization, 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. 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.

#### Non-Discrimination

**Section 5:** The Company and the Union agree that they will not discriminate against any employee because of his or her race, creed, color, religion, sex, national origin, age, qualified mental or physical handicap, or any Veteran or because of any employee's participation in Union affairs. Whenever the masculine or feminine pronoun is used in this Agreement, it shall be deemed to mean either sex.



Introduction to New Employees

**Section 6:** The Company will permit a Union Committee person to be introduced to a new employee within the first week of employment, not to exceed one (1) hour.

**ARTICLE II — WAGES**

A. Wage Increases

The wage rates for employees covered by this Agreement are set forth in Appendix B. Wage increases applicable to employees paid at 100% of the scheduled wage rate shall be:

Effective Date	Amount
11/04/2023	\$1.50 / hour
11/02/2024	\$1.50 / hour
11/01/2025	\$1.30 / hour

B. Wage Progression

Employees hired, except employees hired as maintenance craft employees, after ratification of this agreement will be paid at 95% of the applicable wage rate and will increase according to the following progression based on hours worked:

Upon Completion of 12 months employee(s) will progress to 100% of full wages.

Employees hired before October 14, 2008 are considered “Senior” employees and shall be paid \$0.55 per hour greater than the 100% rate for their pay grades.

C. Shift Differential

Employees on an eight (8) hour schedule:

Hours worked between 3:00 p.m. and 11:00 p.m. \$0.40 / hr.

Hours worked between 11:00 p.m. and 7:00 a.m. \$0.45 / hr.

Employees on EOWEO

Hours worked on the 5:00 p.m. to 5:00 a.m. shift \$0.60 / hr.

D. Funeral Pay

Funeral Pay. In the event of a death in his/her immediate family (Father, Mother, Partner, Spouse, Children, Brother, Sister, Mother-in-law, Father-in-law, Grandfather, Grandmother, Grandchildren), the employee shall be entitled to a maximum of three (3) days off with pay for the time lost from scheduled work due to the death, if the loss of time from work occurs within three (3) days of the date of the funeral. Time so lost shall be compensated up to a maximum of eight (8) hours per day at the employee’s hourly rate of straight time earnings. An employee will not receive funeral pay when it would duplicate pay received for time not worked for any other reason. (Father, Mother, Children, Brother and Sister include “Step Relations”.) Documentation Required. For the death of a Grandparent-in-law, Brother-in-law, or Sister-in-law the day of the funeral only will be granted off to attend such funeral without pay. Documentation required. Even though the employee is not paid for this day, no point will be assessed under the attendance policy.

Newly hired employees who have yet to complete their probationary periods shall be afforded unpaid leave time for three days for the death of immediate family members with no points assessed.

E. Temporary Assignments

When an employee is assigned temporarily (six months) to a lower rated job for one (1) hour or more for the convenience of the Company, he/she will receive his/her regular rate of pay plus \$1.00 per hour while assigned to such work. If, however, an employee is assigned temporarily to a higher rated job, he/she will receive the job grade rate being paid for the job to which he/she is assigned plus \$1.00 per hour.

F. Training Assignments

An employee assigned to train another employee will be paid \$1.00 per hour over their base rate during the time they are training.

G. Pay Period and Direct Deposit

The payroll period shall be weekly. Pay will be distributed by noon on Friday. All employees shall be paid by Direct Deposit to an account designated by the employee.

Employees are responsible for ensuring that their direct deposit information is accurate and up to date and for ensuring prior to 10:00 a.m. on Monday that their work hours for the prior week are correct.

The Company is not responsible for when an employee's financial institution makes the funds available to the employee.

H. Payroll Errors and Corrections

If payroll errors occur (and found to be the responsibility of the Company) to employee paychecks in excess of \$150.00 in any payroll period, the company shall provide the employee a correction deposit within 3 business days (if requested by the employee). If the error is found to be the Company's responsibility a \$50 stipend will be distributed by deposit on the next payroll period. Payroll errors less than \$150.00 in any payroll period shall be rendered on the next subsequent payroll period.

### **ARTICLE III — HOURS OF WORK**

This Article defines hours of work and shall not be construed as a guarantee of hours of work per day or per week.

A. Shift Hours

1. The established workweek shall commence on Sunday 11:00 p.m. and end on the following Sunday at 10:59 p.m.).
  - a. It is hereby understood that the first shift hours will be from 7:00 AM to 3:00 PM, the second shift hours will be from 3:00 PM until 11:00 PM, the third shift hours will be from 11:00 PM until 7:00 AM
  - b. The hours of work for the EOWEO shifts will be 5:00 AM to 5:00 PM or 5:00 PM until 5:00 AM. (the parties agree that the starting and stopping times may be changed by mutual agreement)
  - c. The hours of work so noted above may be changed by mutual agreement between the Company and the Union. The Company will be required to provide valid and reasonable documentation to the Union to support its request for a change in hours of work. .
2. Employees shall be permitted to take two (2) 10-minute break periods and a 20-minute lunch period. An employee who stays after the end of his work shift to work overtime shall receive an additional 10-minute break. Such break will be given prior to the employee beginning the overtime assignment. Management reserves the right to stagger breaks and lunch period for each employee.
3. Employees may be scheduled in advance (on the weekly schedule) and or remain on their job up to a 12 consecutive hours in a work day. It is agreed that no employee will be scheduled for two (2) consecutive 12 hour days in the same workweek.
4. Employees on an 8-hour schedule shall remain at their workstations until they are relieved by their scheduled replacements from the oncoming shift or a suitable replacement for the next scheduled employee. Alternatively, the employee may be directed to go home by his/her supervisor. If an employee must remain at work due to his/her scheduled replacement being absent or delayed, he/she will not be held over more than four hours.

B. Overtime (8-hour shift employees)

1. Employees shall be required to work a reasonable amount of overtime. The following is mutually agreed to be reasonable:
2. Daily (excluding Saturday and/or Sunday) – Sixteen (16) hours in any one work week.

Reasonable advance notice of a requirement to work more than eight (8) hours in the work day (Monday through Friday) shall be given by lunch time. If the overtime is a result of another employee calling off work, notice will be given as soon as practical to do so. Any employee absent or detained from work on account of illness or other good cause shall give reasonable advance notice to the company. Reasonable advance notice is hereby defined as no later than sixty (60) minutes prior to the start of his/her shift. In

other words, the employee will be notified of his/her requirement to work once the Company is notified of the absence within sixty (60) minutes of the call-off even if it is after lunchtime.

3. Saturday and/or Sunday – Employees may be required to remain on the job for a period not to exceed eight (8) hours.
4. Employees will not be scheduled for three (3) consecutive Saturdays. If an employee is scheduled for a Sunday, he/she will not be scheduled for any of the next three consecutive Sundays.
5. Notice of a requirement to work Saturday or Sunday shall be given (when possible) not later than lunch time on Thursday for that work week.
6. It is agreed that in a four (4) week cycle that all employees will have the right of a Saturday and Sunday off in the same work week.
7. It is agreed if an employee is scheduled for the maximum of seventy-two (72) hours of work in a single workweek (16 hours M-F and both Saturday and Sunday total = 72 hrs.) then the affected employee(s) will not be scheduled to more than ten (10) hours M-F and not scheduled on Saturday or Sunday in the week immediately following and one of the Mon-Fri work days will be scheduled as an 8-hour work day.
8. An employee will not be scheduled to work on a Sunday if he/she is not scheduled to work Saturday in a given work week.
9. The company will agree to limit the number of Saturdays to twenty one (21) in a calendar year. This will be calculated on an individual basis. Volunteering to work on Saturday will not be counted as one of the twenty one (21). The Company will provide the Unit President a monthly copy of all employees who have been scheduled and the number of weekends each employee has been forced and volunteered. The union shall have ten (10) working days from the receipt of the report to bring to the Company's attention any discrepancies and/or file a grievance to correct any mistakes.
10. None of the above shall limit an employee to volunteer for additional overtime.
11. Voluntary overtime shall not apply to the above maximums.

The Company agrees it will not post weekend overtime or scheduling for the sole purpose of cancelling this overtime or weekend scheduling on Fridays. Should the Company post or schedule weekend overtime and need to cancel, it will notify the Union in writing by 2:00 PM Friday of the reason(s). Should the Company post weekend overtime or scheduling and decide to cancel for reasons other than equipment breakdown, fire, flood, acts of God and customer order changes, it will pay all employees who have been scheduled two (2) hours straight time pay. However, this will not apply to employees who volunteer for weekend overtime and then the overtime is cancelled.

The daily overtime language shall not apply to any vacancy that is made known to the Company by the employee prior to the end of his/her last scheduled work shift before the date of the vacancy; in other words, employees on the affected job(s) will be rescheduled.

C. Daily Overtime (non-scheduled)

When it is necessary to work overtime due to a vacancy, and the employee causing such vacancy has given at least four (4) hours advance notice of not reporting to work, the overtime will be filled in the following manner and order of preference:

- a. First - The employee on the affected job on the shift preceding the vacancy will have the first right to elect if he/she desires to remain on the job and fill the vacancy.

Second – If vacancy is in a particular Track, from other employees within that Track, who are qualified to perform such work. If more than one employee, then order of seniority.

Third – A qualified employee on the premises as determined by the vacancy. If more than one employee, then in seniority order.

- b. If the job vacancy cannot be filled in any of the above steps, then the least senior employee within the affected job classification (original vacancy) will be required to work. If the least senior employee has already worked sixteen (16) hours of daily overtime in his/her present work week, then the next least senior employee will be required to work and so on until the job is filled.

D. Mandatory Overtime

1. Employees scheduled for mandatory overtime assignments shall be listed in the plant wide posting designating their assignment. Failure to be listed on the posting document shall dictate that the employee may not simply show up and perform work in the plant. If an employee does so, they will be sent home immediately.
2. The overtime notification must be posted within the noted time frame requirements listed within this Article. Failure to do so by the Company will cancel the employee's required forced work assignment.

E. Pre Scheduling of Overtime (Weekends)

(To include all vacancies and necessary overtime requirements for the following work week); – The following provisions shall be utilized:

1. A schedule shall be posted by the individual track indicating all senior seniority employees within the affected track needed for the overtime.
2. The overtime shall be posted no later than noon (12:00 p.m.) Tuesday the preceding week the overtime is needed. Senior employees shall have the opportunity to select any or all overtime within the track(s) the overtime is needed. Employees must make their selections no later than 9:00 a.m. on Thursday. The Company shall post the revised overtime no later than noon (12:00 p.m.) on the same Thursday. Failure to post the overtime within the time frame will nullify the mandatory requirement.
3. Employees shall not be permitted to select overtime outside their track until all overtime within their track has been filled.
4. Overtime filled within this process shall count towards the maximum overtime allowed within the CBA.
  - i. Selection process by seniority,
  - ii. Senior employee from the track,
  - iii. Senior employee from the plant,
  - iv. If the overtime cannot be filled with the above method, then the junior pre-scheduled employee(s) within the track will remain scheduled.
  - v. If the junior employee has already reached the maximum amount of weekly scheduled overtime, the next junior employee in the track will be scheduled. The process repeats until the positions are filled.

F. Pre Scheduling of Overtime

(To include all known vacancies and necessary requirements for weekend work);

1. A schedule shall be posted by the individual track indicating all senior employees within the affected needed for the overtime.
2. The initial overtime schedule shall be posted no later than noon (12:00 p.m.) Wednesday prior to the weekend of work. Senior employees shall initially be assigned all overtime within the track(s) the overtime is needed. Employees choosing to opt out and/or opt in for the overtime assignments must make their selections no later than the end of their regular scheduled shift on Wednesday. The Company shall post the final revised schedule no later than noon (12:00p.m.) Thursday. Failure to post the overtime within the time frame will nullify the mandatory requirement.
3. Employees shall not be permitted to select overtime outside their track until all overtime within their track has been filled.
4. Overtime filled within this process shall count towards the maximum overtime allowed within the CBA.
  - i. Selection process by seniority,
  - ii. Senior employee from the track
  - iii. Senior employee from the plant,
  - iv. If the overtime cannot be filled with the above method, then the junior employee(s) within the track(s) shall be scheduled.
  - v. If the junior employee has reached the maximum amount of weekly scheduled overtime, then the next junior employee in the track will be scheduled. The process repeats until the positions are filled.

G. Voluntary Overtime

Overtime shall be staffed in accordance with the following;

1. The entire plant, department, track, or process may be scheduled negating the need to solicit volunteers.
2. The Company must solicit volunteers by posting a voluntary sign up list.
3. Under the volunteering process it is explicitly noted that employees must cover their home track and shift if available prior to selecting any other overtime assignment.
4. Volunteers from employees scheduled for the particular job classification for the week by shift in the following order,

First – Senior employee scheduled on that shift for that job for that work week.

Second – Senior employee scheduled for other shifts on that job for the week.

Third – Senior employees among qualified employees in seniority order.

H. Opt-Out Procedure

1. Employees shall have the ability to opt out of any overtime assignment (providing a qualified employee opts in).
2. Employees must mark their opt-out selections on the posted overtime schedule.
3. Employees opting in must be qualified for the work must make their selections on the appropriate opt in schedule. Employees must clearly denote the track, shift, hours of work, and day they are requesting on the schedule.
4. The Company must clearly denote on the final posting the employee who has opted out and the employee who has opted in for them with the appropriate track designation.

I. Saturday and Sunday Overtime

Saturday and Sunday overtime will be staffed in accordance with the following:

- a. The entire plant, department, Track or process may be scheduled negating the need to solicit volunteers.
- b. Volunteers from employees scheduled for the particular job classification for the week by shift in the following order:

First – Senior employee scheduled on that shift on that job for the work week.  
Second – Senior employee scheduled for other shifts on that job for the work week.  
Third – Among qualified employees, in seniority order, to perform the available work.
- c. If an insufficient number of employees volunteer for the work, the junior qualified employee(s) will be required to work subject to the above maximum allowed days and hours of overtime.

The foregoing limitations as described in Article III shall not apply to emergency situations beyond the control of the Company, such as equipment breakdowns, fire, flood or Acts of God.

J. Non-Duplication

- i. Payment of overtime rates shall not be duplicated for the same hours worked.
- ii. Hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provisions, provided, however, that a Holiday (including Birthday), whether worked or not shall be counted for purposes of computing overtime liability.
- iii. Except as above provided in this Agreement, hours paid for but not worked shall not be counted in determining overtime liability.

K. Premium Pay (8-hour shift Employees)

Hours worked over 40 in a workweek will be paid at 1.5 times the employee's base straight time rate.

Double time will be paid for hours actually worked (including holidays and vacation) on the seventh (7<sup>th</sup>) consecutive day but not until a minimum of forty (40) hours has been met Monday through Friday and a minimum of seven (7) hours on Saturday. It is understood and agreed that to receive double time for the seventh consecutive day that the employee must be present at work the previous six days unless he/she is on vacation or holiday.

In cases where an employee works all days (Monday-Saturday) but does not meet the 40 hour requirement for the Monday through Friday time period above, Double time will only be paid on Sunday for hours in excess of 48 for that work week.

(Example: If an employee works 36 hours Monday through Friday, 8 hours on Saturday and 8 hours on Sunday, the first four hours on Sunday will be paid at 1.5X (over 40 in work week) the second 4 hours would be paid at double time (over 48 in that work week).

L. Eligibility

1. For the purposes of the above requirements for premium pay, the following items shall count towards hours worked for overtime eligibility;
  - a. Vacation leave. Vacation time issued for days scheduled on premium time shall only be paid at the straight time rate associated with the employee's rate of pay for the job they are regularly assigned to.
  - b. Union Leave
  - c. Jury Duty
  - d. Bereavement

If in the judgment of the Company an alternate schedule is required, the parties agree to meet to discuss the details of such schedule. It is further agreed that said discussions will be limited to the scheduling process and shall not include negotiating other sections of the CBA.

M. Pay and Assignment for Injured Employee

An employee injured in the plant during the course of his/her shift shall receive his/her full pay for the shift on which the injury occurred. An employee injured in the plant who does not suffer a loss of work time due to the injury, but who may be assigned to work other than his regular job solely to accommodate a related disability arising from the injury, shall maintain the rate of his/her regular job for a period not to exceed six (6) months.

## **ARTICLE IV — JOB VACANCIES**

- A. When a job or jobs are vacated due to an employee quitting, bidding to another position, or because of an opening or new job creation and the Company decides to fill the job or jobs, the job (s) will be posted because of an opening or a new job creation, the job will be posted for three (3) days and a maximum of five (5) days (excluding weekends). Any employee who wishes to bid on the job can do so, except for those on Workers Compensation or Non-Compensable Accident & Sickness. An employee on vacation can bid for the vacancy by having a Union representative sign the employee's name on the posting. The only employees eligible will be those that have not been awarded a job posting as specified in Section E of this article. The employee receiving the bid will be notified within three (3) days after the bid has been taken down and thereafter will be placed on the job bid within two weeks of such notice. Job bids will be awarded based on seniority provided the employee has an acceptable attendance and discipline record as determined by management. Acceptable is defined as not having received a suspension or last Chance Agreement as result of the discipline process. In other words, a verbal or written warning will not preclude the employee from being awarded the bid. For the purpose of this Article the company will only look back the preceding 12 months. Employees on Worker's Compensation or Non-Compensated Accident & Sickness will have to bid while job is posted and must have a physician's note permitting them to return to full duty with no restrictions within two (2) weeks of the job award in order to get the job as awarded.

The employee must be moved to the new job within two weeks or the employee will be paid at the rate the job would be compensated at unless the rate is a lower pay grade.

If there are no successful bidders among current employees then the job will be filled by outside hire. This section shall apply to openings in Electrical and Maintenance positions as well as openings in the Tooling

Department and CNC operations providing the bidding employee possess the requisite skills (the employee must provide documentation) as determined by management.

- B. When the company seeks to train employees on other jobs for the purpose of providing backup personnel for temporary absences due to vacations, illnesses and leaves of absence, the training opportunity will be given on each by seniority. Those that decline to train based on seniority, will not be penalized. If such occurs, the junior employee will be required to train within their respective job classification. If insufficient numbers of trainees are available then the Company reserves the right to move the five (5) most junior employees into this vacancy. This will continue with the most junior employees until vacancies are satisfactorily filled.

In all cases of a permanent job bid, should an employee be simultaneously awarded more than one bid, the employee must decide within two (2) work days which bid he/she prefers. All remaining job bid awards will be considered from the next employees remaining on such job bids based on seniority.

All permanent vacancies not filled by bidders, may be filled by outside hire. Probationary employees are not permitted to bid during their probationary period but may be reassigned to the bid job by management if there are no successful bidders. Once an employee accepts a permanent bid, such employee cannot bid again for six (6) months, unless the bid is on a different shift than the employee's home shift.

- C. Employees will be limited to four (4) permanent bids during the life of this agreement.

Employees will have the ability to turn down an awarded job until such employee has actually worked the job 2 days on the job, and 3 days to consider. Turning down such a bid will count towards the total individual allowable bids as noted under item C. Above, of this Article IV. If, after the awarded employee has turned down the said bid, the Company will offer the position to the next employee on the bid, in seniority order until the position is filled or the list has been exhausted. If no employees accept the first or second bid, the Company will fill the position from outside hire.

- D-2. When the bid process is completed, the company shall place the employee who was awarded the new job bid within a twenty (20) day period. If the Company has not placed the employee on the new job within the twenty (20) day time frame the Company shall not be allowed to schedule, transfer, or force overtime in the track in which the job was awarded. The Company may however seek volunteers to cover the vacancy until such time the employee who was awarded the bid has been moved to the awarded job. The forgoing 20 day time frame may be postponed in emergency situations beyond the control of the company limited to equipment break down, fire, flood, Acts of God, training issues due to another employee who is being trained and has not qualified within the time frames, or any other unforeseen issues mutually agreed to by the Union and the Company.

For the purpose of this section D-2 the twenty (20) day period shall exclude Saturday's and Sunday's.

- E. The Company shall post a temporary bid to fill an opening created by an employee's absence of more than sixty (60) calendar days. In the event that notification is presented that verifies the associate will be out an extended period of time prior to the sixty (60) day window, the posting shall be submitted. The temporary bid shall remain effective until the employee returns to work or after the twenty-six (26) week of disability, whichever comes first. When the absent employee returns, they shall return to the position previously held prior to the absence. The employee filling the temporary job bid shall return to his previously held job position, seniority provided. If the employee on the temporary bid is unable to return to their previously held position due to a lack of seniority, they will be afforded bump rights to displace the lower senior employee of their choice.
  - i. Should an employee's absence require that they are unable to return to work up to fifty-two (52) weeks of disability, upon their return to work, they shall displace the junior employee within their track/shift of record upon their initial date of leave commencing, seniority provided.
  - ii. If the employee does not retain seniority to remain in this position, they shall replace the junior employee on the shift.
  - iii. If the employee does not retain seniority to remain on the shift of record, they shall be afforded bump rights to displace a lower senior employee of their choosing.

## ARTICLE V — HOLIDAYS

A. Specified Holidays are as follows:

New Year's Day  
Good Friday  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Day before Christmas Day  
Christmas Day  
Day before New Year's Day  
Floating Holiday\*

\* Employees may use the Floating Holiday with 48 hours of advance notice to the Company.

- B. The Company will pay to each eligible employee on the Company's active payroll Holiday allowance equal to eight (8) times his/her hourly rate of straight time earnings on his/her last scheduled shift before the Holiday for each of the Holidays set forth in this Article V above.
- C. As used in this Article V, an eligible employee is one who:
1. Performs work or is on vacation, bereavement leave, jury or witness service, or approved Union Leave in the payroll period immediately preceding or following the Holiday.
  2. Works as scheduled or assigned both on his/her entire last scheduled work day prior to and on his/her entire first scheduled work day following the Holiday unless he/she has failed to work because of approved Union leave, Jury Duty or due to the death in the immediate family as defined in Article II-D - any of which must be verified in order to receive Holiday Pay.
  3. In addition to the Holiday allowance provided for above, any employee who works on any of the specified Holidays will be compensated for the hours worked on such Holiday at double time.
  4. Has completed the probation period.
- D. Every effort will be made to observe the Holiday as a day of rest; however, based on the needs of business, employees may be required to work on such holiday. Employees will not be forced to work on Labor Day, Thanksgiving Day, or Christmas Day.
- E. If an eligible employee is scheduled to work on a Holiday, he shall become ineligible for the unworked Holiday pay if he fails to report or perform his scheduled or assigned work unless he has failed to report or perform such work because of due to approve Union leave, Jury Duty death in the immediate family as defined in Article II-D - any of which must be verified in order to receive Holiday Pay.
- F. If an eligible employee performs work as scheduled on a holiday and subsequently is required or volunteers to work beyond such scheduled hours as a result of a call-off/no report, in addition to the Holiday Pay that he/she is entitled to receive, such employee shall receive up to an additional eight hours of Holiday Pay for hours not worked by the ineligible employee reporting off/no report. It is understood that this item shall only pertain to instances where the reporting off/no report employee is ineligible to receive Holiday Pay.
- G. If the calendar Holiday falls on Sunday, for the purposes of this Agreement, the Holiday shall be deemed to fall on the following Monday. Any premiums payable for the Holiday shall be payable for the Monday of observance only.

For employees on an 8-hour per shift schedule, if Holidays fall on Sunday and Monday, then Tuesday shall be recognized as the Monday Holiday.

Effective January 2, 2024, for employees on an 8-hour per shift schedule, if the calendar Holiday falls on Saturday, for the purposes of this Agreement, the Holiday shall be deemed to fall on the preceding Friday. Any premiums payable for the Holiday shall be payable for the Friday of observance only. If Holidays fall on Friday and Saturday, then Thursday shall be recognized as the Friday Holiday.



Upon the Union's request the Company will change the date upon which 11-7 shift employees observe the July 4th and Christmas Day holidays that would require them to work during the actual calendar holiday.

## ARTICLE VI — MISCELLANEOUS

- A. The Company will not discriminate against committee persons or officers of the Union, and will grant them leave of absence when delegated to represent their members of the Eminence, KY Hussey Fabricated Products plant, provided the number of employees who are granted leave of absence does not exceed two (2) at any time, and provided written request for such leave of absence is received by the Company twenty-four hours in advance. Likewise, it is understood that the two (2) members referred to herein may be reduced in number should it be determined that the absence of two (2) such employees could have an effect on the efficient operation of the business. But no less than one. The Company recognizes the following committees:
- a. Workers Compensation Committee – 2 persons
  - b. Legislative Committee – 1 person
  - c. Labor Council – up to 2 persons
  - d. Negotiating Committee not less than 4 during contract negotiations
  - e. Unit President, Unit Griever & Unit Recording Secretary

It is agreed that:

- a. Workers Compensation persons will be permitted to attend a Workers Compensation seminar once per year.
- b. Legislative Committee will be permitted to attend one (1) meeting per calendar year.
- c. Labor Council will be permitted to attend one (1) meeting each calendar quarter.
- d. The company agrees to allow two (2) representatives of the union to attend the Kentucky Labor Management Conference or District 8 Summer Institute and the company further agrees to pay the employees for the hours of his/her lost wages for one week to attend this conference – not to exceed 40 hours pay for each employee at their straight time pay rate. It is further agreed that management shall have the right to attend such conference.
- e. The Company will pay the cost of registration, reasonable travel, reasonable lodging and meal expenses for the USW Health and Safety Conference for two employees each year.
- f. Employees who attend USW Health and Safety Conference will travel together and all will abide by the Company's Travel and Expense policy and Code of Conduct. Employees who attend the Health and Safety Conference will provide a presentation on their learning and potential improvements for the facility.

The right to attend the above meetings will not be unreasonably denied as long as there is no effect on the efficient operation of the business.

- B. A thirty (30) day leave of absence may be granted to an employee for good cause or in increments of 5 days at the discretion of management.
- C. Workers Compensation – No payment is due for the first 30 days. Employees off on WC will be required to pay 50% of the employee's portion of the premium for the first 26 weeks while off and thereafter 100% of the employee's portion of the premiums. Employees on WC will only be covered for a maximum of 2 years while off; after 2 years medical benefits shall terminate. When such employees return to work, they will be required to make-up all due premiums within 12 calendar months. Failure to initiate any payments or failure to set up a payment plan after 30 days will result in termination of medical benefits in accordance with applicable laws.
- D. Employees on layoff will be covered by medical and hospital benefits for the balance of the month in which the layoff occurs, plus two (2) months thereafter.

## ARTICLE VII — VACATIONS

### A. Eligibility

1. Employees are entitled to vacation based on years of Continuous service on their anniversary date of employment as defined in this Article (A).
2. The vacation year runs from January 1st to December 31st.
3. Newly hired employees (first year) completing their probationary periods will earn one (1) week (40 hours) of vacation to use in the calendar year in which it is earned or paid out under the provisions of this agreement. The following year they will have a pro-rated vacation based on their months of continuous service the previous year. Pro-rated will be on the 1/12 scale of months (i.e. an employee hired in April would qualify for 9/12 of the vacation allotment as described in Section B of this Article). After that the employee will be in the normal vacation allotment as described in Section A.
4. An employee completing a year of continuous service within the calendar vacation year which increases their vacation allowance shall receive their additional allowance on their anniversary date, except “new hires” who are due to receive a pro-rated portion of vacation, these employees will receive their vacation allotment on January 1st.
5. If the anniversary is before the normal plant shutdown of the vacation year, vacation pay and vacation time off will be applied during the normal plant shutdown (except in those instances where the employees may be required to work during such shutdown; i.e., Shipping, Receiving, Maintenance, etc.). Likewise, should the anniversary date (date of hire) be after the normal plant shutdown, such vacation pay and vacation time off will be applicable before calendar year end, except in cases where less than forty (40) hours of vacation pay are due, it will be optional by the Company to schedule time off based on the needs of the business.
6. An employee completing a year of continuous service within the calendar vacation year which increases their vacation allowance shall receive their additional allowance at the beginning of the year in which the increase occurs. It is agreed that if such employee leaves the company for any reason other than retirement prior to the actual anniversary date of when the increase in vacation time would have occurred then the employee will have the wages associated with that vacation time withheld from their final paycheck and repaid to the company.
7. The Company shall accord to each regular employee who applies for re-employment after conclusion of his/her military service with the Armed Forces of the United States such re-employment rights as he/she shall be entitled to under then existing laws. When the employee leaves for military service, his/her seniority will continue as if the employees never left for the service.
8. Should an employee’s demise occur before the vacation year begins, the amount of pay to which he/she would have been entitled to had he/she lived shall be paid by the Company to the beneficiary on record according to the above schedule.
9. An employee, even though otherwise eligible under this Paragraph A, forfeits the right to receive vacation benefits under this Article if he/she quits without first giving a two (2) week notice.
10. Employees on layoff will receive accrued and unused vacation pay on the week of December 15 of the calendar year in which the layoff began and the subsequent calendar year.
11. Employees on Accident & Sickness will receive accrued and unused vacation pay on the week of December 15 of the calendar year in which the Accident & Sickness benefits begin and end. When an employee’s use of Accident & Sickness spans over the course of two calendar years, the employee will accrue vacation during the second calendar year on a pro-rated basis (1/12) and the employee will be paid out on the week of December 15 of the third calendar year on a pro-rated basis.
12. Employees on Workers Compensation leave will receive unused vacation pay on the week of December 15 of the calendar year in which the Workers Compensation leave began. Employees will continue to receive unused vacation pay each subsequent year that they are on Workers Compensation leave.
13. At the time an employee is placed on Layoff, Accident & Sickness, or Workers Compensation, the employee may request payout of accrued and unused vacation pay for the remainder of the calendar year and the

following calendar year. All leave not paid out pursuant to the foregoing will be paid the week of December 15 of the following calendar year.

**B. Length of Vacation**

An eligible employee who has attained the years of continuous service indicated in the following table in any calendar year during the continuation of this Agreement shall receive a vacation corresponding to such years of continuous service as shown in the following table:

Years of Service	Vacation
Completed Probation	1 week
1 or more	1 – ½ weeks
3 or more	2 weeks
5 or more	2 – ½ weeks
10 or more	3 weeks
12 or more	3 – ½ weeks
15 or more	4 weeks
20 or more	4 – ½ weeks
25 or more	5 weeks

**C. Scheduling Vacations**

1. Vacations may be scheduled throughout the calendar year.
2. Vacations will, insofar as possible, (consistent with the orderly operation of the plant) be granted at the times most desired by employees.
3. Employees must request desired vacation date by February 1 of the vacation year. Vacations will be scheduled subject to the provision of Paragraph “C-3” of this Article VII as requests are received prior to February 1. Employees who request vacation after the February 1st deadline will be granted vacation in accordance with “C-3” above in order requests are received. If requests are received on the same date, seniority will prevail. Vacation scheduled will be posted no later than March 1 of each year.

Those employees on Workers Compensation or A&S who had scheduled vacation during that time will be permitted to take that vacation at a different time, if requested. It is further understood that they will take that vacation during a time that will not inconvenience other employees who themselves have already been scheduled.

4. Vacations will be scheduled in weekly multiples or day at a time (A 48 notice is required to request a single day vacation). Employees may schedule up to five (5) days as single-day vacation. A single day vacation will not supersede or displace another employee’s vacation previously scheduled for the same full week. If there is more than one employee request for such option and all of them cannot be permitted to have the same time frame off, seniority shall dictate those off.
5. Although there is no provision for taking ½ day vacation, those employees eligible for ½ week, per the above schedule, may take one (1) - ½ day vacation to use the 4 hours (1/2 week = 20 hours = two 8 hour days and one 4 hour day). Above scheduling rules shall apply.
6. Employees may schedule five (5) days as single-day vacations.
7. Employees with eligible vacation time will be allowed to use a maximum of two (2) vacation days per calendar year as emergency call in days unrestricted to the 48 hour requirement provided that they notify the company of such a request a minimum of one (1) hour prior to the start of their scheduled shift. Employees will be required to fill out an emergency vacation request form for that day the first day they return to work. It is understood that an emergency vacation day cannot be used on or in conjunction with a holiday. (In conjunction refers to last scheduled day before the holiday and first day scheduled after the holiday). An employee may not use an Emergency Vacation Day for a day he/she is scheduled for, or has volunteered to work, Overtime.

D. Vacation Pay

1. One week of Vacation pay equals 40 hours. Employees will be paid for Vacation time at their straight time base rate based on actual hours used.
2. Each employee entitled to vacation will receive vacation pay as vacation is taken.
3. The employee(s) may request their vacation pay prior (week before) to actual time off on a form provided by the Company.
4. Plant Shutdown

At its option, the Company may shut the plant down for vacations and the following applies:

- a. The shutdown may be for a maximum of two (2) weeks.
- b. If there is to be a shutdown, it will be announced at least 45 days before the shutdown is to take place.
- c. All operations are expected to be shut down during this time, except Maintenance. However, any additional employees that may be required to work will be notified no later than 45 days prior to the shutdown.
- d. If additional employees are needed for plant shutdown work, they will be chosen from a sign-up roster in seniority order provided he/she possesses the necessary qualifications to perform the required work.  
If there are more employees in any grouping than needed, the selection will be by seniority – the more senior employee having preference to work.
- e. Employees not scheduled to work the plant shutdown shall be afforded the option of a unemployment benefits, if eligible under Kentucky Unemployment Guidelines for benefits.

## **ARTICLE VIII — INSURANCE BENEFITS**

A. General

This Article provides a concise synopsis of the various insurance benefits available to employees covered by this Agreement. Every effort has been made to accurately reflect the benefits provided by the various insurance companies. The specific benefits provided are set forth in the individual insurance contracts and Summary Plan Descriptions. Those documents are incorporated into this Agreement and by reference made a part hereof. If there is any conflict between this Agreement and the relevant insurance contracts and/or Summary Plan Descriptions, the insurance contracts and Summary Plan Descriptions shall be controlling. Employees on Probation shall be eligible for the benefits described herein after they become eligible under the terms of the various plans.

Employees on Probation shall be eligible to participate in the plans described in this Article according to the eligibility requirements of the plans notwithstanding the 1,000 hours worked requirement in Article IX – Seniority.

The Company will furnish prospective benefits providers with a copy of this Agreement, in order to ensure benefits are consistent with the terms of this Agreement.

B. Medical Insurance

During the term of this Agreement, all employees will be covered under a 90/10 Plan. A summary of benefits under the Plan appears in Appendix B.

During the term of this Agreement, employees will contribute 25% of the cost of Medical Insurance by means of weekly payroll deductions. Premium contributions will be deducted in equal amounts from each pay on a pre-tax basis.

C. Dental and Vision Care Insurance

Employees may enroll in the same Dental Plan and/or Vision Plan as that for Salaried employees by paying the full premium charged to the Company by the carrier. Premiums will be deducted in equal amounts from each pay on a pre-tax basis. (Tentative Agreement)

Employees who elect to participate in the Dental Plan are required to keep coverage in force during the term of this Agreement unless the premium increases 20% or more from one year to the next.

A summary of benefits under the Plan appears in Appendix B.

D. Life and Accidental Death and Dismemberment Insurance

The benefit payable under the Life and Accidental Death and Dismemberment insurance shall be:

	Employee Age	Benefit
<b>Life</b>	Younger than Age 70	\$68,000
	Age 70 to 74	\$44,200 (65%)
	Age 75 and older	\$34,000 (50%)
The reductions at age 70 and 75 are consistent with most group term life insurance policies		
<b>Accidental Death &amp; Dismemberment</b>		\$30,000

E. Short Term Disability Insurance

During the term of this Agreement, the amount of Short Term Disability (A & S) shall be:

Effective Date	Benefit Amount
01/01/2024	\$510/week
01/01/2025	\$520/week
01/01/2026	\$530/week

Short Term Disability benefits will be payable for a maximum of 26 weeks. Benefits will become payable on the first day of absence due to accident or illness.

Employees receiving Short Term Disability (A&S) will be covered by medical and hospital benefits during the period they are receiving accident and sickness benefits. No payment of the employee’s portion of their medical premium will be due for the first 26 weeks, or until the employee returns to work, whichever occurs first. Thereafter, employees will pay 100% of the employee’s portion of the premiums, based on a payment plan, after 26 weeks or return to work. When such employees return to work, they will be required to make-up all due premiums within 12 calendar months. Failure to initiate any payments or failure to set up a payment plan after 26 weeks will result in termination of medical benefits in accordance with applicable laws. An employee who is off on A&S who returns to work will not be entitled to an additional 26 weeks of leniency until the employee has paid off the balance of the owed premiums.

Payment plan structure must be approved by the Sr. Manager of Human Resources or Manager of Labor Relations. A member of the HR staff at each location will manage and maintain the information. Employees can elect to pay prior to their 26 weeks.

If an employee is on sickness and accident leave, or any other period of authorized absence that exceeds six (6) months, then coverage for medical benefits shall terminate. Medical Benefit coverage for employees who are discharged, quit, retire, or no longer perform work due to a work stoppage shall terminate on the last day worked.

F. Workers Compensation

No payment for Medical, Dental, or Vision insurance is due for the first 30 days. Employees off on WC will be required to pay 50% of the employee’s portion of the premium for the first 26 weeks while off and thereafter 100% of the employee’s portion of the premiums. Employees on WC will only be covered for a maximum of 2

years while off; after 2 years medical benefits shall terminate. When such employees return to work, they will be required to make-up all due premiums within 12 calendar months. Failure to initiate any payments or failure to set up a payment plan after 30 days will result in termination of medical benefits in accordance with applicable laws.

### **ARTICLE IX — SENIORITY**

- A. Continuous service shall date from (a) the date of first employment, or (b) subsequent date of employment following a break in continuous service, whichever is later.
- B. Continuous service shall be broken and termination of employment will occur by:
  - 1. Voluntary quit,
  - 2. Discharge for just cause,
  - 3. Failure to return to work following recall.
  - 4. Absence due to layoff or non-compensable disability for a period in excess of the schedule following:
    - a. If an employee with less than one (1) year seniority is off for six (6) consecutive months.
    - b. If an employee with one (1) year, but less than five (5) years seniority is off for twelve (12) consecutive months.
    - c. If an employee with five (5) or more years seniority is off for thirty-six (36) consecutive months.

This schedule shall not be used for any other purpose under this Agreement or any other Agreement.
  - 5. Failure to return to work after expiration of leave of absence.
  - 6. Absence from work for three (3) consecutive work days without reporting off and/or unless an adequate reason for such absence is presented.
  - 7. Absence for disability for a period in excess of actual length of service or three (3) years, whichever is less.
- C. An employee's plant seniority shall govern in all cases of decrease or increase in personnel, provided that the employee entitled by seniority to a particular job is competent to perform the job, as hereinafter provided (Article XXI Lay-off/Recall). An employee must file any grievance he/she might have as a result of the operation of this paragraph within four (4) work days of the assignment to the job in question, or lose the right to file such grievance.
- D. Plant seniority shall be equal to the employee's length of continuous service with the Company from the most recent date of hire. When two or more employees are hired on the same day, the employee with the earlier birth date, including month, day and year, will be the senior employee.
- E. New employees shall be regarded as probationary employees until they have completed 1,000 hours actually worked. Probationary employees are included under the language of the Collective Bargaining Agreement unless expressly excluded. In the case of such new employees, there shall be no seniority rating, nor responsibility on the part of the Company for continued employment, nor for re-employment if laid off, before completion of this period of continuous probationary service. Employees on probation shall not have access to the grievance and arbitration sections of this Agreement until they have satisfied the 1,000 hours worked requirement. At the completion of 1,000 hours worked, employees on probation shall be given full credit for continuous service from date of hire.
- F. An employee promoted to a Supervisory or other salary position shall have the election for a period of one year from the time of promotion to return to the bargaining unit as a laborer or a then open job (one that has been posted and there are no successful bidders) with full seniority to the date of return or to remain in the supervisory position with forfeitures of all seniority. An employee shall have this right of election only once during the term of this Agreement.
- G. Leaves of absence for the purpose of accepting positions with the International Union shall be available to one employee at any one time. Adequate notice of intent to apply for leave shall be afforded the Company to enable proper provision to be made to fill the job to be vacated.

Leaves of absence shall be for a period of one year and may be renewed from year to year.

- H. Continuous service shall not be broken by the leave of absence, but will continue to accrue.
- I. An employee who can no longer perform his/her job adequately, due to reasons of health or physical limitations, will be assigned by mutual agreement between the Company and the Union to the first available vacancy in an equally or lower-rated job which he/she is qualified to perform.
- J. The Unit President shall retain his/her bid job position held at the time of election and any future position(s) he/she may hold during the term of office. As such, the Company will not move or bump another employee from a job or position as a result of the Unit President being retained or moved to the daylight shift.

Upon the end of the Unit Presidents term of office, he/she shall return to the position and shift of their current held bid.

## **ARTICLE X — GRIEVANCE PROCEDURE**

**Section 1.** It is agreed that there shall be a grievance committee of the Union at the Plant whose duty it shall be to make an earnest effort to settle any grievances or differences that might arise between the Company and the employees as to working conditions, discharges, seniority rights, layoffs and re-employment.

**Section 2.** The Company agrees that it will recognize such committee and that on request for a conference on any grievance, will make an earnest effort to meet and endeavor to adjust any such matters at the earliest possible moment.

**Section 3.** It is agreed that unless such conference would interrupt operations of the Plant's production or otherwise interfere with working schedules, all grievances shall be taken up during the working hours.

**Section 4.** Either party may request an extension of the time limits. However, such extensions must be mutually agreed to in writing.

**Section 5.** In the case where either the company or the union fail to answer a grievance or move to the next step in the time frames described herein, the parties agree the grievance will be dropped (Union) or awarded (Company) depending upon which party violated the time frames.

**Section 6.** In discharge cases only, the grievance may be initiated at Step 3 of the grievance procedure within seven (7) calendar days of the discharge.

**Section 7.** It is understood that any employee who feels that he/she has a just grievance shall process it in the following manner:

**Section 8:** The aggrieved employee(s) may be present at any step of the grievance procedure at the request of either party.

**Step 1:** The Union Representative shall refer the matter to the employee's immediate supervisor within seven (7) calendar days of the occurrence of the grievance. The immediate supervisor shall render an answer to the Union within five (5) working days. If such answer is unacceptable to the Union, the Union will present the grievance in writing to the employee's immediate supervisor within seven (7) calendar days from receipt of the supervisor's response.

**Step 2:** If the grievance is appealed to Step Two, a meeting shall be held within five (5) calendar days of appeal to Step Two, between the Operations or Plant Manager and/or his/her local representative (i.e. Hussey Fab personnel), the Union Grievance Committee, and the grievant, if requested by either party. The Operations or Plant Manager and/or his/her local representative shall render an answer to the Union within five (5) calendar days of the date of the second step meeting. If such answer is unacceptable to the Union, the Union may appeal to Step Three of the Grievance Procedure within seven (7) calendar days of the receipt of the Operations or Plant Manager and/or his/her local representative's answer.

**Step 3:** If the Grievance is appealed to Step Three, a meeting shall be held within Thirty (30) Days of appeal to Step Three, between the Operations or Plant Manager, the Director of Eminence Operations and/or the VP of Operations, the Corporate Labor Relations Manager and/or his/her representative, the International Union Staff Representative, the Union Grievance Committee, and the Grievant, if requested by either Party. The Director of

Eminence Operations, or the VP of Operations, or the Corporate Labor Relations Manager shall give an answer in writing within seven (7) calendar days after the meeting.

**Step 4:** If the written grievance has not been satisfactorily settled in Step 2 or Step 3, the grievance may be appealed to arbitration within seven (7) calendar days of the receipt of the Step 2 answer or sixty (60) calendar days of the receipt of the Step 3 answer or it will be considered dropped. Grievances appealed to arbitration shall be processed as follows:

- a. It shall be the responsibility of the Company to submit for a Panel of Arbitrators at the request of the Union. The Union will provide the Company a check for its portion of the cost of the panel.
- b. The impartial arbitrator shall be mutually agreed upon by the Company and the Union. If they are unable to agree upon an impartial arbitrator within ten (10) calendar days after such arbitration has been requested, the Director of the Federal Mediation and Conciliation Service shall be requested to submit to both parties a panel of arbitrators. All individuals on the panel shall be members of the National Academy of Arbitrators. +
- c. An arbitrator from this panel shall be accepted by agreement of both parties, or by striking names alternately until only one (1) name remains. Such appointment shall be final and must be accepted by both parties.
- d. The Company and Union may each strike one (1) entire panel without the concurrence of the other, and both parties may strike any number of panels by mutual agreement. The party striking an entire panel will pay the cost for the second panel.
- e. The fee and all expenses of the arbitrator shall be borne equally by the Company and the Union, provided, however, that the fees and expenses of witnesses, the cost of documentary evidence and matters of that nature shall in all cases be borne by the parties procuring the same.
- f. The arbitrator's awards and opinions shall only involve the interpretation or application of this Agreement and shall be final and binding on both parties.

## **ARTICLE XI — SUSPENSION AND DISCHARGE**

- A. An employee shall not be prematurely discharged. An employee may be suspended or discharged for just cause. In all cases in which the Company may conclude that an employee's conduct warrants suspension or discharge, the employee shall first be suspended without pay for not more than five (5) scheduled work days and given written notice of such action. In all cases of suspension or discharge, notice of such action shall promptly be given to the Unit President or his designee prior to such suspension or discharge.
- B. If such initial suspension is for five (5) scheduled work days, and if the employee affected believes he/she has been unjustly suspended, he/she may request and shall be granted a hearing and statement of the offense with his/her Grievance Committee person present. Such hearing shall be held within the initial suspension period. At such hearing, the facts concerning the case shall be made available to both parties. After such hearing, or if no hearing is requested, the Company may conclude whether the suspension shall be affirmed, modified, extended, revoked or converted into a discharge. In the event the suspension is affirmed, modified, extended or converted into a discharge, the employee may, within five (5) calendar days after the notice of such action, file a grievance in the Third Step of the grievance procedure set forth in Article IX of this Agreement. Such grievance shall thereupon be handled in accordance with the procedures of Article IX and this Article X. The parties shall exert every reasonable effort to have the arbitration within sixty (60) days recognizing the fact that neither party can control the Arbitrator's schedule.
- C. In arbitration proceedings involving discharge or suspension, the Company shall not make use of any personnel records of previous disciplinary action invoked more than 18 months prior to the date of the event which is the subject of such arbitration.
- D. With respect to a suspended and/or discharged grievant whereby the grievant has been reinstated and made whole (by an arbitrator) insofar as weekly compensation is concerned, such award will be offset (only) by any unemployment compensation received by the grievant during and as a result of such suspension and/or discharge.



## **ARTICLE XII — BULLETIN BOARD**

The Union will be permitted to maintain two Bulletin Boards, (furnished by the Company), for the purpose of posting authorized Union Notices, approved by the Company and restricted to Notices of Union Elections, Union Meetings, Union Recreational and Social Events, signed by the Unit President. The bulletin board will be of the locking type with a key.

## **ARTICLE XIII — UNION VISITORS**

Authorized representatives of the Union shall have reasonable access to the premises by appointment and shall be governed by the rules of the Company with respect to safety. It is understood that not more than two representatives (unless the parties agree upon a larger number) shall have access to the premises at any one time and precaution shall be taken not to interfere with the operation or production of the Plant. Reasonable advance notice is agreed to be one (1) hour.

## **ARTICLE XIV — NO STRIKES — NO LOCKOUT**

A. There shall be no strikes, sympathy strikes, slowdowns, work stoppage, interruptions to or impeding of work for the duration of this Agreement. No representative of the Union shall authorize or condone any such activities, nor shall any employee participate in such activities.

The Union acknowledges that its officers and representatives are responsible for taking affirmative measures to ensure that Union members, including themselves, comply with the No Strike obligation of this Section.

B. There shall be no Lockouts by the Company during the life of this Agreement.

## **ARTICLE XV — MANAGEMENT RIGHTS**

Any of the rights, powers and authority the Employer had prior to entering into this Collective Bargaining Agreement are retained by the Employer except as expressly and specifically abridged, delegated, granted or modified by this Agreement. This includes the right to determine the methods and means by which its operations are to be carried on; to direct the work force; to conduct its operations in a safe and effective manner; to decide the number and location of plants; the equipment; the products to be used, the method of operation, the scheduling; to determine whether and to what extent the work required in its business shall be performed by employees covered by this Agreement, to maintain order and efficiency in its plant and operation; to hire, layoff, assign, transfer, promote and determine the starting and quitting time and the number of hours to be worked; to discipline, suspend and discharge employees for just cause, including violation if any of the terms of this Agreement and to institute, modify or terminate reasonable rules and regulations to be complied with by the employees to the extent that they do not conflict with the specific items of this Agreement.

## **ARTICLE XVI — MILITARY SERVICE**

The Company shall accord to each employee who applies for re-employment after conclusion of his/her military service with the United States such re-employment rights as he/she shall be entitled to under then existing statutes.

An employee who at the time of leaving active employment to enter military service of the United States has qualified for a vacation in the year of such entrance and who has not received a vacation or vacation allowance shall then be granted such allowance.

## **ARTICLE XVII — SAFETY AND HEALTH**

A. General

The Company shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment.

B. Joint Safety and Health Committee

A joint Safety and Health Committee consisting of not more than three (3) members each from the Company and the Union shall be established for the purpose of meeting once per month to discuss safety and health matters which have been placed on an agenda. The agenda shall consist of issues filled out on a Safety & Health form with both Company issues and Union issues. Union members of the Committee will be afforded such time off as may be necessary to attend such meetings. Employees will be paid their regular earnings.

C. Complaint Procedure

An employee, shop steward, union representative or group of employees who have a complaint concerning safety or health condition will first discuss the matter with their supervisor. If the supervisor cannot resolve the matter, he/she will seek the assistance of his/her superintendent and/or the Industrial Relations Department in an effort to satisfactorily resolve the matter. The Company and Union agree to meet immediately on any safety concern or health condition deemed to be an immediate hazard for the purpose of resolving the issue.

Immediate hazards are defined as any serious health or safety concern which an employee or the company deems can not wait to be resolved at the Joint Committee meeting. The parties further agree that there shall be no discipline to any employee who requests an immediate meeting per this article. If the complaint is not satisfactorily resolved in this manner, the employee or employees affected may file a written grievance in Step No. 3 of the grievance and arbitration procedure for preferred handling.

D. Personal Protective Equipment (PPE)

Protective devices, wearing apparel, and other equipment necessary to properly protect employees from injury shall be provided by the Company in accordance with prevailing practices or as such practices may be improved by the Company from time to time. It is understood and accepted by all parties that the wearing of such required protective equipment is a condition of employment.

E. Safety Boots

The Company will reimburse an employee up to \$175.00 per year toward the cost of metatarsal safety boots. An employee may file a claim for additional money if work conditions necessitate early replacement.

F. Safety Glasses

The Company will provide one pair of prescription safety glasses per year and in the event they are broken at work, they will be replaced at no cost to the employee. Said employee must present the broken glasses before they are replaced. The Company will pay for only on broken pair per year.

## **ARTICLE XVIII — RELOCATION**

In the event that the Company decides to relocate the plant during the term of this Agreement, the Company and the Union agree to meet and negotiate the effects of such relocation.

The company will agree to allow, based on seniority, the choice of being laid-off or bumping into another job in the affected plant.

## **ARTICLE XIX — SEVERANCE ALLOWANCE**

A. Conditions of Allowance

When, in the sole judgment of the Company, it decides to close permanently a plant or discontinue permanently a substantial portion thereof and terminate the employment of individuals, an employee whose employment is terminated either directly or indirectly as a result thereof because he/she was not entitled to other employment with the Company under provisions of Article VIII, Seniority, of this Agreement and Paragraph "B-2" below shall be entitled to a severance allowance in accordance with and subject to the following provisions.

B. Eligibility

Such an employee to be eligible for a severance allowance shall have accumulated three (3) or more years of continuous Company service as computed in accordance with Article VIII, Seniority, of this Agreement.

1. In lieu of severance allowance, the Company may offer an eligible employee a job in at least the same job class for which he/she is qualified, in the same plant. The employee shall have the option of either accepting such new employment or requesting his/her severance allowance.
2. As an exception to Paragraph "B-1" above, an employee otherwise eligible for severance allowance who is entitled under VIII, Seniority, to a job in at least the same job class in another part of the same plant shall not be entitled to severance allowance whether he/she accepts or rejects the transfer. If such transfer results directly in the permanent displacement of some other employee, the latter shall be eligible for severance allowance provided he/she otherwise is qualified under the terms of this Article.

C. Scale of Allowance

An eligible individual shall receive severance allowance based upon the following weeks of corresponding continuous Company service:

Continuous Company Service	Weeks of Severance Allowance
3 years but less than 5 years	2
5 years but less than 10 years	3
10 years or more	4

D. Calculation of Allowance

A week's severance allowance shall be forty (40) hours pay of basic straight time hourly rates then in effect.

E. Non-Duplication of Allowance

Severance allowance shall not be duplicated for the same severance, whether the other obligation arises by reason of contract, law, or otherwise. If an individual is, or shall become entitled to any discharge liquidation, severance, or dismissal allowance or payment of similar kind by reason of any law of the United States of America or any of the States, Districts, or Territories thereof subject to its jurisdiction, the total amount of such payments shall be deducted from the severance allowance to which the individual may be entitled under this Article, or any payment made by the Company under this Article may be offset against such payments.

Statutory unemployment compensation payments shall be excluded from the non-duplication provisions of this paragraph.

F. Election Concerning Layoff Status

Notwithstanding any other provisions of this Agreement, an employee who would otherwise have been terminated in accordance with the applicable provisions of this Agreement and under the circumstances specified in Paragraph "A" of this Article may, at such time, elect to be placed upon layoff status for 30 days or to continue on layoff status for an additional 30 days if he/she had already been on layoff status. At the end of such 30 days period, he/she may elect to continue on layoff status or to be terminated and receive severance allowance if he/she is eligible for any such allowance under the provisions of this Article; provided, however, if he/she elects to continue on layoff status after the 30 day period specified above, and is unable to secure employment with the Company within an additional 60 day period, he/she may elect to be terminated and receive severance allowance if he/she is eligible for such allowance.

G. Payment of Allowance

Payment shall be made in a lump sum at the time of termination. Acceptance of severance allowance shall terminate employment and continuous service for all purposes under this Agreement.

## **ARTICLE XX — OTHER AGREEMENTS**

Section 1 – New Process.

In the interest of progress and development of the business, if placing into operation any new machinery, apparatus, process or equipment, a trial period not to exceed ninety (90) calendar days will be permitted before new wage rates are established. And when new rates are established, the same will be retroactive to the date when such new jobs or processes were placed into production. The Union reserves the right to the grievance procedure should the Union contend the new rates established not be fair and consistent with other work within the plant.

Section 2. – Supervisors

Supervisors shall act in a supervisory capacity and shall not perform bargaining unit work. The parties agree that the long-standing practice of Maintenance and Electrical Supervisors, Engineers, Quality Assurance, and other salary support personnel will also perform work to instruct employees, perform experimental, developmental/research work, in emergency situations, and hands on work in trouble shooting situations. Those employees referenced in the preceding sentence will ONLY operate equipment to perform normal production work when all other means to secure bargaining unit workers have been exhausted.

Section 3 – Term of Agreement

This Agreement is exclusive for its entire term, and not subject to further negotiation and is to cover all contract relations between the parties for its entire term. It is understood that nothing contained in this Article shall be construed as annulling any other part of this contract.

#### Section 4 – Social Functions

Any social function or benefit granted outside the contents of this agreement will be at the discretion of Management.

#### Section 5 – Tools

The present practice of making tools available for employees to perform their jobs will continue. The Company and Union agree to meet and review all individual track tool requirements. The Company shall retain final discretion for the purchase of tools.

#### Section 6 – Plant Rules and Penalties

When the Company establishes plant rules and penalties, these will be discussed and reviewed with the Union prior to their publication. The purpose of such review will be to permit the Union to raise objections as to the reasonableness of any of the rules and penalties. The Company may, as the result of such review, make certain changes, but may not, in which case the rules and penalties will be published as established by the Company, subject to the Union's right to process a grievance challenging the reasonableness of the particular rule or penalty.

#### Section 7 – Mutual Cooperation

The Union pledges its cooperation and agrees to meet upon request with the Company on problems involving the need to achieve increased productivity and efficiency in operations, improve quality of production, reduce rejects, and to reduce the costs of operations, and to make every effort to work out solutions to such problems.

#### Section 8 – 401(k) Match

Employees who participate in the 401(k) plan will have 100% of the first 6% of pay deferred to the 401(k) plan as provided in the Plan Document.

### **ARTICLE XXI — LAYOFF/RECALL**

The following situations are provided for in this Article, Voluntary Layoff, Indefinite Layoff, Temporary Layoff, Manpower Reduction, One Day Layoff, and Recall.

In the event of any of the above actions, the Company will provide the Union the corresponding calendar day notice listed in each section below prior to the event.

#### Section 1 – Voluntary Layoff

- A. When the Company decides to reduce the workforce, it will first utilize a voluntary layoff.
- B. Senior employees are allowed to volunteer for layoff of a minimum of thirty (30) days instead of employees with less seniority. Senior employees may elect to accept the event and take the layoff providing a junior-qualified employee is available. Unemployment compensation will not be affected by voluntary layoff.
- C. An initial voluntary layoff sheet will be posted for 32 hours and employees will sign the sheet. Employees can sign the sheet at any time but the initial layoff will be by seniority and limited to those employees who sign the sheet during the 32 hours sign up period.
- D. Layoff status will be reviewed every thirty (30) days and the senior employee(s) on layoff will have the option to stay on layoff. If the employee on layoff decides to come back to work, the next most senior employee(s) on the volunteer sheet will be offered the layoff. Employees may remove their name from the voluntary layoff sheet at any time.
- E. No employee will remain on voluntary layoff past their right to recall. Any employee approaching the expiration of his right to recall shall be returned to work a minimum of seven (7) days prior to losing rights to recall.
- F. The Company may recall employees at any time.
- G. Employees retained during voluntary layoff must have the skill and ability to perform the work available.
- H. If an insufficient number of volunteers are available, the Company will use traditional layoff methods as described below.

#### Section 2 – Indefinite Layoff

Step 1 - The Company shall provide notice to the Union 32 hours prior to such an event.

Step 2 – Production employees with the least plant seniority will be reduced;

Step 3 - Employees unable to retain said track or shift shall be afforded bumping rights to any open position, except craft positions, prior to displacing any lower senior employee.

Step 4 – Employees subsequently bumped shall be afforded the same bumping rights until such time that all remaining employees have secured a permanent position.

### Section 3 – Temporary Layoff

Step 1 – Notice of Temporary Layoff will be provided by the Company, to the employee and the Union no less than thirty-two (32) hours in advance of the lay-off.

Step 2 – Temporary layoff is defined as a short term reduction in force not to exceed ten (10) working days per event, Monday through Friday. Temporary layoffs shall be made only within the parameters of this Section 3. Temporary layoff situations shall be defined as follows;

- Tool or equipment breakdowns
- Customer order reductions – supported by documentation provided to the Union
- Vendor failure to supply raw material inventory delivery – supported by documentation provided to the Union
- Natural disasters
- Management’s discretion

Step 3 – a. Senior employees may elect to accept the event and take the layoff providing a junior-qualified employee is available but not displacing another employee from another shift.

b. Senior employees may elect to exercise their bump providing the employee is immediately qualified to perform the job to displace a less senior employee who was previously unaffected by the event.

### Section 4 – Manpower Reduction

In the event the Company decides to reduce the manpower on any shift or track that does not involve an indefinite layoff event, the following steps shall be utilized;

Step 1 – Notice of a manpower reduction shall be given to the Union a minimum of five (5) calendar days prior to such action.

Step 2 – Employees so reduced shall be afforded bumping rights as follows;

- a. Plant seniority shall be the determining factor regarding bumping rights to be utilized.
- b. Absent any such positions as listed in (a.), employees so reduced shall be afforded bumping rights to the position, providing that they are qualifiable within fifteen (15) work days to perform the job. Or of their choosing thereby displacing any such lower seniority employee,
- c. If jobs that have been reduced through manpower reductions subsequently resume within ninety (90) calendar days or less, associates that were reduced will be given the option to return to the previous jobs they were reduced from.

### Section 5 – Layoff after the start of a Shift

If a job or jobs cease operations after the start of a shift, the affected employees will be afforded the opportunity for the following options;

1. Affected employees may be reassigned to open jobs within the plant.
2. If there are no such other jobs available the Company will solicit senior volunteers within the affected track to go home.
3. Absent any open jobs in the plant or senior volunteers, the low senior affected employees will be sent home and will receive two (2) hours pay and be allowed to go home unless other work can be provided by the Company.
4. This language will not be valid in case of a major breakdown, power trouble or failure, flood, fire, or any circumstance beyond the control of the Company.

Section 6 – Recall

Employees shall be recalled from layoff status by order of plant seniority within all noted classifications. The employee with the highest seniority shall be the first to be recalled.

Step 1 – The high senior employee recalled from the layoff event shall return to an open position that the employee is qualifiable for 30 days unless this is within the 90-day or less manpower reduction.

Step 2 – As a result of said employee returning due to recall, employees whom have filled the positions of record during the event shall also return to their last previously held position prior to the latest layoff event. This process shall continue until such time as all recalls have been completed and the plant is fully staffed.

**ARTICLE XXII — REPORTING WAGE**

Only those employees who have given the Company a telephone number where they can receive messages, reporting for work for their scheduled shifts who have not been notified otherwise, will work or be paid in accordance with the following:

- A. The Company may offer and the employee must accept eight (8) hours of substitute work at his/her regular rate of pay; or
- B. The Company may offer him/her four (4) hours of work at regular rate of pay which the employee can refuse and forfeit two (2) hours of the report wage; or
- C. The Company may simply send the employee home with four (4) hours pay at his/her regular rate.
- D. None of the foregoing shall apply in cases of interruption of work caused by accidents, breakdowns, acts of God, or other causes beyond the control of the Company.
- E. In the event an employee is called by management for their assistance in helping to solve certain machine, operation, process, or any other situation whereby their expertise is warranted or necessitated in order to get the plant up and running prior to his next scheduled shift or unscheduled shift shall be compensated at a minimum of 1 hour regular hourly wage rate (inclusive of overtime standards) or the length of the call whichever is greater. If the employee is subsequently called to and reports back to work before the start of his/her next shift, after having completed their regular work shift they shall receive a minimum of four (4) hours pay, inclusive of any overtime/shift premium rates.

**ARTICLE XXIII — DURATION OF AGREEMENT**

This Agreement is dated January 3, 2024 and shall remain in full force and effect until 8:00 a.m. on the first Saturday in November, 2026, and shall continue in full force and effect from year to year thereafter unless either party shall, not less than sixty (60) days before said first Saturday in November, 2026, notify the other party in writing that it desires to negotiate a change or changes therein. In the event notice is given by either party to the other as herein provided, negotiations between the parties shall begin as soon as mutually convenient to both parties.

IT WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respected authorized representatives.

**ARTICLE XXIV — SUCCESSORSHIP**

The Company agrees that if, during the life of this Agreement, it discontinues operations, sells, leases, transfers or assigns the operations covered by this Agreement, it shall inform the purchaser, lessee, transferee or assignees to provide substantially equivalent wages and benefits while assuming all the remainder of the obligations of the Agreement until its expiration date.

**APPENDIX A-1 — Rates for Classifications**

Sorted by Labor Grade, Track, and Machine						100% Rates		
Track	Dept	Posn	Machine	Process	LG	11/04/2023	11/02/2024	11/01/2025
450	208	6020	Material Handler	Material Handling	6	22.90	24.40	25.70
7602	402	6021	Amada RG-35	Secondary Operation	6	22.90	24.40	25.70
7602	402	6021	Atek 42	Secondary Operation	6	22.90	24.40	25.70
7602	402	6021	Band Saw	Secondary Operation	6	22.90	24.40	25.70
7602	402	6021	Beveler	Secondary Operation	6	22.90	24.40	25.70
7602	402	6021	Flattener	Secondary Operation	6	22.90	24.40	25.70
7602	402	6021	Mobile Video Jet Unit	Secondary Operation	6	22.90	24.40	25.70
7602	402	6021	Novo Press	Secondary Operation	6	22.90	24.40	25.70
7602	402	6021	Procurier Tapper	Secondary Operation	6	22.90	24.40	25.70
7602	402	6021	Saw 7601	Secondary Operation	6	22.90	24.40	25.70
7602	402	6021	Shear	Secondary Operation	6	22.90	24.40	25.70
7602	402	6021	Stationary Video Jet	Secondary Operation	6	22.90	24.40	25.70
7602	402	6021	Tapping Arm 01	Secondary Operation	6	22.90	24.40	25.70
7602	402	6021	Tapping Arm 06	Secondary Operation	6	22.90	24.40	25.70
7602	402	6021	Timesaver	Secondary Operation	6	22.90	24.40	25.70
7602	402	6021	Tumble	Secondary Operation	6	22.90	24.40	25.70
7631	431	6055	Assembly (POWELL)	Secondary Operation	6	22.90	24.40	25.70
450	210	6040	Shipping/Receiving	Shipping/Receiving	8	23.31	24.81	26.11
7601	401	6030	Bliss 35 OBI	Punch Press	8	23.31	24.81	26.11
7601	401	6030	Bliss 60 OBI	Punch Press	8	23.31	24.81	26.11
7601	401	6030	L & J 100 OBI	Punch Press	8	23.31	24.81	26.11
7601	401	6030	Minster 125 SS	Punch Press	8	23.31	24.81	26.11
7601	401	6030	Minster 175 SS	Punch Press	8	23.31	24.81	26.11
7601	401	6030	Verson 125 OBI	Punch Press	8	23.31	24.81	26.11
7601	401	6030	Verson 150 OBI	Punch Press	8	23.31	24.81	26.11
7608	408	6030	Minster OBI 75	Punch Press	8	23.31	24.81	26.11
7604	404	6010	BBF (Franklin)	CNC Turret Press (Progressive)	10	23.72	25.22	26.52
7605	405	6010	Amada Coma	CNC Brake Press	10	23.72	25.22	26.52
7605	405	6010	Boshert	CNC 2	10	23.72	25.22	26.52
7607	407	6010	Amada Pega	CNC Brake Press	10	23.72	25.22	26.52

**APPENDIX A-1 — Rates for Classifications**

Sorted by Labor Grade, Track, and Machine						100% Rates		
Track	Dept	Posn	Machine	Process	LG	11/04/2023	11/02/2024	11/01/2025
7607	407	6010	Amada Queen	Punch Press	10	23.72	25.22	26.52
7608	408	6010	Minster P2-100-48	Punch Press (Progressive)	10	23.72	25.22	26.52
7608	408	6060	Pacific 110 OBI	Punch Press	10	23.72	25.22	26.52
7608	408	6010	USI 300 SS	CNC 2	10	23.72	25.22	26.52
7609	409	6010	Komatsu 80 OBI	Punch Press (Progressive)	10	23.72	25.22	26.52
7600	400	6000	All Machines	Utility	12	24.16	25.66	26.96
7603	403	6005	Amada RG-50	CNC Turret Press (Rotary)	12	24.16	25.66	26.96
7603	403	6005	Toyokoki	CNC Turret Press (Rotary)	12	24.16	25.66	26.96
7603	403	6005	USI Bender	CNC	12	24.16	25.66	26.96
7621	461	6005	Brother	CNC Mill	12	24.16	25.66	26.96
7621	461	6005	Horizontal #1	CNC Mill	12	24.16	25.66	26.96
7621	461	6005	LK	CNC Mill	12	24.16	25.66	26.96
7621	461	6005	Mazak 7626	CNC Mill	12	24.16	25.66	26.96
7621	461	6005	Toyoda CNC Mill	CNC Mill	12	24.16	25.66	26.96
7621	461	6005	Yama Seiki 1000	CNC Mill	12	24.16	25.66	26.96
7621	461	6005	Yama Seiki 610	CNC Mill	12	24.16	25.66	26.96
435	430	6047	Tool & Die	Tool & Die Technician 2*	15	24.76	26.26	27.56
440	207	6015	Maintenance	Maintenance Mechanical Tech*	15	24.76	26.26	27.56
	410	6051	Track Shift Lead	Track Shift Lead	15	24.76	26.26	27.56
	410	6050	Track Shift Lead	Track Shift Lead (Multi)	18	25.27	26.77	28.07
435	430	6046	Tool & Die	Tool & Die Technician 1*	20	31.00	32.50	33.80
440	206	6015	Maintenance	Maintenance Electrical Tech*	20	31.00	32.50	33.80
440	207	6015	Maintenance	Maintenance - Mechanical*	22	32.00	33.50	34.80
435	430	6045	Tool & Die	Tool & Die Journeyman*	24	34.00	35.50	36.80
440	206	6015	Maintenance	Maintenance - Electrical*	24	34.00	35.50	36.80



**APPENDIX A-2 — Rates for Classifications**

Sorted by Track, Position, and Machine						100% Rates		
Track	Dept	Posn	Machine	Process	LG	11/04/2023	11/02/2024	11/01/2025
	410	6050	Track Shift Lead	Track Shift Lead (Multi)	18	25.27	26.77	28.07
	410	6051	Track Shift Lead	Track Shift Lead	15	24.76	26.26	27.56
435	430	6045	Tool & Die	Tool & Die Journeyman*	24	34.00	35.50	36.80
435	430	6046	Tool & Die	Tool & Die Technician 1*	20	31.00	32.50	33.80
435	430	6047	Tool & Die	Tool & Die Technician 2*	15	24.76	26.26	27.56
440	207	6015	Maintenance	Maintenance Mechanical Tech*	15	24.76	26.26	27.56
440	206	6015	Maintenance	Maintenance Electrical Tech*	20	31.00	32.50	33.80
440	207	6015	Maintenance	Maintenance - Mechanical*	22	32.00	33.50	34.80
440	206	6015	Maintenance	Maintenance - Electrical*	24	34.00	35.50	36.80
450	208	6020	Material Handler	Material Handling	6	22.90	24.40	25.70
450	210	6040	Shipping/Receiving	Shipping/Receiving	8	23.31	24.81	26.11
7600	400	6000	All Machines	Utility	12	24.16	25.66	26.96
7601	401	6030	Bliss 35 OBI	Punch Press	8	23.31	24.81	26.11
7601	401	6030	Bliss 60 OBI	Punch Press	8	23.31	24.81	26.11
7601	401	6030	L & J 100 OBI	Punch Press	8	23.31	24.81	26.11
7601	401	6030	Minster 125 SS	Punch Press	8	23.31	24.81	26.11
7601	401	6030	Minster 175 SS	Punch Press	8	23.31	24.81	26.11
7601	401	6030	Verson 125 OBI	Punch Press	8	23.31	24.81	26.11
7601	401	6030	Verson 150 OBI	Punch Press	8	23.31	24.81	26.11
7602	402	6021	Amada RG-35	Secondary Operation	6	22.90	24.40	25.70
7602	402	6021	Atek 42	Secondary Operation	6	22.90	24.40	25.70
7602	402	6021	Band Saw	Secondary Operation	6	22.90	24.40	25.70
7602	402	6021	Beveler	Secondary Operation	6	22.90	24.40	25.70
7602	402	6021	Flatner	Secondary Operation	6	22.90	24.40	25.70
7602	402	6021	Mobile Video Jet Unit	Secondary Operation	6	22.90	24.40	25.70
7602	402	6021	Novo Press	Secondary Operation	6	22.90	24.40	25.70
7602	402	6021	Procurier Tapper	Secondary Operation	6	22.90	24.40	25.70
7602	402	6021	Saw 7601	Secondary Operation	6	22.90	24.40	25.70
7602	402	6021	Shear	Secondary Operation	6	22.90	24.40	25.70
7602	402	6021	Stationary Video Jet	Secondary Operation	6	22.90	24.40	25.70

**APPENDIX A-2 — Rates for Classifications**

Sorted by Track, Position, and Machine						100% Rates		
Track	Dept	Posn	Machine	Process	LG	11/04/2023	11/02/2024	11/01/2025
7602	402	6021	Tapping Arm 01	Secondary Operation	6	22.90	24.40	25.70
7602	402	6021	Tapping Arm 06	Secondary Operation	6	22.90	24.40	25.70
7602	402	6021	Timesaver	Secondary Operation	6	22.90	24.40	25.70
7602	402	6021	Tumble	Secondary Operation	6	22.90	24.40	25.70
7603	403	6005	Amada RG-50	CNC Turret Press (Rotary)	12	24.16	25.66	26.96
7603	403	6005	Toyokoki	CNC Turret Press (Rotary)	12	24.16	25.66	26.96
7603	403	6005	USI Bender	CNC	12	24.16	25.66	26.96
7604	404	6010	BBF (Franklin)	CNC Turret Press (Progressive)	10	23.72	25.22	26.52
7605	405	6010	Amada Coma	CNC Brake Press	10	23.72	25.22	26.52
7605	405	6010	Boshert	CNC 2	10	23.72	25.22	26.52
7607	407	6010	Amada Pega	CNC Brake Press	10	23.72	25.22	26.52
7607	407	6010	Amada Queen	Punch Press	10	23.72	25.22	26.52
7608	408	6010	Minster P2-100-48	Punch Press (Progressive)	10	23.72	25.22	26.52
7608	408	6010	USI 300 SS	CNC 2	10	23.72	25.22	26.52
7608	408	6030	Minster OBI 75	Punch Press	8	23.31	24.81	26.11
7608	408	6060	Pacific 110 OBI	Punch Press	10	23.72	25.22	26.52
7609	409	6010	Komatsu 80 OBI	Punch Press (Progressive)	10	23.72	25.22	26.52
7621	461	6005	Brother	CNC Mill	12	24.16	25.66	26.96
7621	461	6005	Horizontal #1	CNC Mill	12	24.16	25.66	26.96
7621	461	6005	LK	CNC Mill	12	24.16	25.66	26.96
7621	461	6005	Mazak 7626	CNC Mill	12	24.16	25.66	26.96
7621	461	6005	Toyoda CNC Mill	CNC Mill	12	24.16	25.66	26.96
7621	461	6005	Yama Seiki 1000	CNC Mill	12	24.16	25.66	26.96
7621	461	6005	Yama Seiki 610	CNC Mill	12	24.16	25.66	26.96
7631	431	6055	Assembly (POWELL)	Secondary Operation	6	22.90	24.40	25.70

**APPENDIX A-3 — Rates for Classifications**

Sorted by Labor Grade, Track, and Machine						95% Rates		
Track	Dept	Posn	Machine	Process	LG	11/04/2023	11/02/2024	11/01/2025
450	208	6020	Material Handler	Material Handling	6	21.76	23.18	24.42
7602	402	6021	Amada RG-35	Secondary Operation	6	21.76	23.18	24.42
7602	402	6021	Atek 42	Secondary Operation	6	21.76	23.18	24.42
7602	402	6021	Band Saw	Secondary Operation	6	21.76	23.18	24.42
7602	402	6021	Beveler	Secondary Operation	6	21.76	23.18	24.42
7602	402	6021	Flattener	Secondary Operation	6	21.76	23.18	24.42
7602	402	6021	Mobile Video Jet Unit	Secondary Operation	6	21.76	23.18	24.42
7602	402	6021	Novo Press	Secondary Operation	6	21.76	23.18	24.42
7602	402	6021	Procurier Tapper	Secondary Operation	6	21.76	23.18	24.42
7602	402	6021	Saw 7601	Secondary Operation	6	21.76	23.18	24.42
7602	402	6021	Shear	Secondary Operation	6	21.76	23.18	24.42
7602	402	6021	Stationary Video Jet	Secondary Operation	6	21.76	23.18	24.42
7602	402	6021	Tapping Arm 01	Secondary Operation	6	21.76	23.18	24.42
7602	402	6021	Tapping Arm 06	Secondary Operation	6	21.76	23.18	24.42
7602	402	6021	Timesaver	Secondary Operation	6	21.76	23.18	24.42
7602	402	6021	Tumble	Secondary Operation	6	21.76	23.18	24.42
7631	431	6055	Assembly (POWELL)	Secondary Operation	6	21.76	23.18	24.42
450	210	6040	Shipping/Receiving	Shipping/Receiving	8	22.14	23.57	24.80
7601	401	6030	Bliss 35 OBI	Punch Press	8	22.14	23.57	24.80
7601	401	6030	Bliss 60 OBI	Punch Press	8	22.14	23.57	24.80
7601	401	6030	L & J 100 OBI	Punch Press	8	22.14	23.57	24.80
7601	401	6030	Minster 125 SS	Punch Press	8	22.14	23.57	24.80
7601	401	6030	Minster 175 SS	Punch Press	8	22.14	23.57	24.80
7601	401	6030	Verson 125 OBI	Punch Press	8	22.14	23.57	24.80
7601	401	6030	Verson 150 OBI	Punch Press	8	22.14	23.57	24.80
7608	408	6030	Minster OBI 75	Punch Press	8	22.14	23.57	24.80
7604	404	6010	BBF (Franklin)	CNC Turret Press (Progressive)	10	22.53	23.96	25.19
7605	405	6010	Amada Coma	CNC Brake Press	10	22.53	23.96	25.19
7605	405	6010	Boshert	CNC 2	10	22.53	23.96	25.19
7607	407	6010	Amada Pega	CNC Brake Press	10	22.53	23.96	25.19
7607	407	6010	Amada Queen	Punch Press	10	22.53	23.96	25.19

**APPENDIX A-3 — Rates for Classifications**

Sorted by Labor Grade, Track, and Machine						95% Rates		
Track	Dept	Posn	Machine	Process	LG	11/04/2023	11/02/2024	11/01/2025
7608	408	6010	Minster P2-100-48	Punch Press (Progressive)	10	22.53	23.96	25.19
7608	408	6060	Pacific 110 OBI	Punch Press	10	22.53	23.96	25.19
7608	408	6010	USI 300 SS	CNC 2	10	22.53	23.96	25.19
7609	409	6010	Komatsu 80 OBI	Punch Press (Progressive)	10	22.53	23.96	25.19
7600	400	6000	All Machines	Utility	12	22.95	24.38	25.61
7603	403	6005	Amada RG-50	CNC Turret Press (Rotary)	12	22.95	24.38	25.61
7603	403	6005	Toyokoki	CNC Turret Press (Rotary)	12	22.95	24.38	25.61
7603	403	6005	USI Bender	CNC	12	22.95	24.38	25.61
7621	461	6005	Brother	CNC Mill	12	22.95	24.38	25.61
7621	461	6005	Horizontal #1	CNC Mill	12	22.95	24.38	25.61
7621	461	6005	LK	CNC Mill	12	22.95	24.38	25.61
7621	461	6005	Mazak 7626	CNC Mill	12	22.95	24.38	25.61
7621	461	6005	Toyoda CNC Mill	CNC Mill	12	22.95	24.38	25.61
7621	461	6005	Yama Seiki 1000	CNC Mill	12	22.95	24.38	25.61
7621	461	6005	Yama Seiki 610	CNC Mill	12	22.95	24.38	25.61
	410	6051	Track Shift Lead	Track Shift Lead	15	23.52	24.95	26.18
	410	6050	Track Shift Lead	Track Shift Lead (Multi)	18	24.01	25.43	26.67

**APPENDIX A-4 — Rates for Classifications**

Sorted by Track, Position, and Machine						95% Rates		
Track	Dept	Posn	Machine	Process	LG	11/04/2023	11/02/2024	11/01/2025
450	208	6020	Material Handler	Material Handling	6	21.76	23.18	24.42
450	210	6040	Shipping/Receiving	Shipping/Receiving	8	22.14	23.57	24.80
7600	400	6000	All Machines	Utility	12	22.95	24.38	25.61
7601	401	6030	Bliss 35 OBI	Punch Press	8	22.14	23.57	24.80
7601	401	6030	Bliss 60 OBI	Punch Press	8	22.14	23.57	24.80
7601	401	6030	L & J 100 OBI	Punch Press	8	22.14	23.57	24.80
7601	401	6030	Minster 125 SS	Punch Press	8	22.14	23.57	24.80
7601	401	6030	Minster 175 SS	Punch Press	8	22.14	23.57	24.80
7601	401	6030	Verson 125 OBI	Punch Press	8	22.14	23.57	24.80
7601	401	6030	Verson 150 OBI	Punch Press	8	22.14	23.57	24.80
7602	402	6021	Amada RG-35	Secondary Operation	6	21.76	23.18	24.42
7602	402	6021	Atek 42	Secondary Operation	6	21.76	23.18	24.42
7602	402	6021	Band Saw	Secondary Operation	6	21.76	23.18	24.42
7602	402	6021	Beveler	Secondary Operation	6	21.76	23.18	24.42
7602	402	6021	Flatner	Secondary Operation	6	21.76	23.18	24.42
7602	402	6021	Mobile Video Jet Unit	Secondary Operation	6	21.76	23.18	24.42
7602	402	6021	Novo Press	Secondary Operation	6	21.76	23.18	24.42
7602	402	6021	Procurier Tapper	Secondary Operation	6	21.76	23.18	24.42
7602	402	6021	Saw 7601	Secondary Operation	6	21.76	23.18	24.42
7602	402	6021	Shear	Secondary Operation	6	21.76	23.18	24.42
7602	402	6021	Stationary Video Jet	Secondary Operation	6	21.76	23.18	24.42
7602	402	6021	Tapping Arm 01	Secondary Operation	6	21.76	23.18	24.42
7602	402	6021	Tapping Arm 06	Secondary Operation	6	21.76	23.18	24.42
7602	402	6021	Timesaver	Secondary Operation	6	21.76	23.18	24.42
7602	402	6021	Tumble	Secondary Operation	6	21.76	23.18	24.42
7603	403	6005	Amada RG-50	CNC Turret Press (Rotary)	12	22.95	24.38	25.61
7603	403	6005	Toyokoki	CNC Turret Press (Rotary)	12	22.95	24.38	25.61
7603	403	6005	USI Bender	CNC	12	22.95	24.38	25.61
7604	404	6010	BBF	CNC Turret Press (Progressive)	10	22.53	23.96	25.19
7605	405	6010	Amada Coma	CNC Brake Press	10	22.53	23.96	25.19
7605	405	6010	Boshert	CNC 2	10	22.53	23.96	25.19

**APPENDIX A-4 — Rates for Classifications**

Sorted by Track, Position, and Machine						95% Rates		
Track	Dept	Posn	Machine	Process	LG	11/04/2023	11/02/2024	11/01/2025
7607	407	6010	Amada Pega	CNC Brake Press	10	22.53	23.96	25.19
7607	407	6010	Amada Queen	Punch Press	10	22.53	23.96	25.19
7608	408	6010	Minster P2-100-48	Punch Press (Progressive)	10	22.53	23.96	25.19
7608	408	6010	USI 300 SS	CNC 2	10	22.53	23.96	25.19
7608	408	6030	Minster OBI 75	Punch Press	8	22.14	23.57	24.80
7608	408	6060	Pacific 110 OBI	Punch Press	10	22.53	23.96	25.19
7609	409	6010	Komatsu 80 OBI	Punch Press (Progressive)	10	22.53	23.96	25.19
7621	461	6005	Brother	CNC Mill	12	22.95	24.38	25.61
7621	461	6005	Horizontal #1	CNC Mill	12	22.95	24.38	25.61
7621	461	6005	LK	CNC Mill	12	22.95	24.38	25.61
7621	461	6005	Mazak 7626	CNC Mill	12	22.95	24.38	25.61
7621	461	6005	Toyoda CNC Mill	CNC Mill	12	22.95	24.38	25.61
7621	461	6005	Yama Seiki 1000	CNC Mill	12	22.95	24.38	25.61
7621	461	6005	Yama Seiki 610	CNC Mill	12	22.95	24.38	25.61
7631	431	6055	Assembly (POWELL)	Secondary Operation	6	21.76	23.18	24.42
	410	6050	Track Shift Lead	Track Shift Lead (Multi)	18	24.01	25.43	26.67
	410	6051	Track Shift Lead	Track Shift Lead	15	23.52	24.95	26.18

## Appendix B — Medical, Dental, and Vision Care Insurance

### Medical Insurance

During the term of this Agreement, all employees will be covered under a 90/10 Plan. A summary of benefits under the Plan appears on the table below:

Plan Type	In-Network Enhanced	In-Network Standard	Out-of-Network
<b>Annual Deductible (Individual/Family)</b>	\$200/\$300	\$300/\$450	\$750/\$1,500
<b>Out-of-Pocket Limit (Individual/Family)</b>	\$1,000/\$2,000	\$1,500/\$2,500	\$3,000/\$6,000
<b>Out-of-Pocket Max (Individual/Family)</b>	\$6,850/\$13,700		N/A
<b>Coinsurance</b>	10% after deductible	30% after deductible.	30% after deductible.
<b>Physician Services</b>			
Doctor's Office Visit	\$30 copay	\$30 copay	30% after deductible.
Specialist Office Visit	\$30 copay	\$30 copay	30% after deductible.
Preventive	Covered at 100% (deductible does not apply)		30% after deductible
<b>Lab &amp; X-ray</b>	10% after deductible	30% after deductible	30% after deductible
<b>Hospital Services</b>			
Inpatient	10% after deductible	30% after deductible	30% after deductible
Outpatient	10% after deductible	30% after deductible	30% after deductible
Emergency Care	\$150 (waived if admitted)		
<b>Pregnancy &amp; Maternity</b>	10% after deductible	30% after deductible	30% after deductible
<b>Prescription Drugs</b>			
<b>Retail (31/60/90-day supply)</b>			
Generic	\$30/\$60/\$90 co-pay		
Formulary Brand	\$40/\$80/\$120 co-pay		
Non-Formulary Brand	\$60/\$120/\$180 co-pay		
<b>Mail Order (90-day supply)</b>			
Generic	\$60 co-pay		
Formulary Brand	\$80 co-pay		
Non-Formulary Brand	\$120 co-pay		

During the term of this Agreement, employees will contribute 25% of the cost of Medical Insurance by means of weekly payroll deductions. Premium contributions will be deducted in equal amounts from each pay on a pre-tax basis.

Dental and Vision Care Insurance

Employees may enroll in the same Dental Plan and/or Vision Plan as that for Salaried employees by paying the full premium charged to the Company by the carrier. Premiums will be deducted in equal amounts from each pay on a pre-tax basis.

Employees who elect to participate in the Dental Plan are required to keep coverage in force during the term of this Agreement unless the premium increases 20% or more from one year to the next.

<b>Dental</b>		
<b>Benefit</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Annual/Calendar Year Max	\$1,500 per member per calendar year	
Annual/Calendar Year Deductible (Individual/Family)	\$0/\$0	
Preventive Services	100%	100%
Basic Services	80%	80%
Major Services	50%	50%
Orthodontia Services	50%	50%
Orthodontia Lifetime Max For Dependent Children under Age 19)	\$1,500	\$1,500

<b>Vision Care</b>		
<b>Benefit</b>	<b>In-Network</b>	
Exam	\$0	
Lenses	\$0	
Frames		
Non-Collection Frame Allowance (Retail)	Up to \$100	
Davis Vision Frames Collection (Fashion/Designer/Premier)	Included/\$20/\$40	
Contact Lenses Instead of Glasses		
Conventional/Disposable	Covered in Full up to \$130 (Non-collection allowance)	
Medically Necessary	Included	



## **APPENDIX C — Light Duty Program**

This program does not include any employees off on A&S.

When an employee has received restrictions from a medical professional while off on Workers Compensation, the Company and the Local Committee will review his/her medical restrictions and determine the tasks the employee may perform upon returning to work under this program.

Upon returning to work the employee would be entitled to their prior rate of pay.

The Company will offer the employee their previous shift (if the proposed work can be accomplished on that shift).

Light duty work will be restricted to 40 hours per week.

Examples of light duty work that may be assigned (medical restrictions will still overrule any below assignments). It is understood that the below list is not all-inclusive:

- Painting, cleaning, and general housekeeping
- Picking up trash and debris in parking lot and surrounding grounds.
- Inspecting fire extinguishers, eye wash stations, or performing safety audits
- Attending safety training sessions
- Performing training of other employees
- Performing Quality studies or data collection for Quality
- Secondary

## APPENDIX D — Attendance Program

Revised: 01/04/2024

### **Purpose:**

The Company realizes that occasionally employees may be absent, tardy, or leave work early. This program is designed to address and control habitual problems which in the end effect plant operations and employee morale.

### **Excused Absences:**

The following absences are considered excused and points will not be assessed.

1. Vacations
2. Jury Duty
3. Military Duty
4. Hospital Confinement
5. Absences covered under FMLA
6. Death in immediate family

NOTE: Any employee who is absent for three (3) or more consecutive days and provides medical documentation stating the employee was unable to work, will receive a maximum of (2) points for that absence. The employee has the right to use vacation days for absences beyond 24 hours' notice.

### **Unexcused Absences:**

All absences not listed above.

### **Lateness / Leaving Early:**

Reporting to work after the start of scheduled shift or leaving prior to the end of scheduled shift.

### **Point Assessment:**

- 1 Point: Reporting greater than four (4) hours after the start of the shift, total day absence, or leaving greater than four (4) hours before the end of the shift.
- ½ Point: Reporting to work late or leaving early up to four (4) hours at the beginning or end of the shift.
- An employee not reporting off work (no call/no show) will receive three (3) points.

### **Program Year:**

Points are accumulated and are part of the attendance record for a rolling twelve-month period. (Attendance record will always include preceding twelve months)

### **Progressive Discipline:**

- At 4 Points - Verbal Warning
- At 6 Points - Written Warning
- At 8 Points - Termination Warning
- At 11 Points - 5 Day Suspension with Probable Termination

Employees hired after January 4, 2024:

- At 2 Points - Verbal Warning
- At 6 Points - Written Warning
- At 8 Points - Termination Warning
- At 8 Points – 5 Day Suspension with Probable Termination

If an employee goes three (3) months with perfect attendance the employee will receive an additional (1) day off as a paid vacation day or one (1) \$100 gift card.

**Return to work:**

Employees who are absent for medical reasons for three consecutive days are required to furnish a release from a medical professional clearing such employee as “released to work”. For the protection of the employee and the employer, the Company reserves the right to have the employee examined by a company physician (at the Company’s expense) prior to returning to work.

**Reporting off (including tardiness):**

Employees who are going to be absent or tardy are required to report off at least two hours prior to the start of their scheduled shift. Failure to report off will result in progressive discipline over and above the point system. When calling off utilize the call in line at 502-845-5663 Ext. 0

**Other:**

Management may initiate progressive discipline outside of the point system for patterned absences including but not limited to a pattern of call off on Friday, Monday, Weekend and days surrounding Holidays.

Any employee absent or detained from work on account of illness or other good cause shall give reasonable advance notice to the Company. Reasonable notice is defined as no later than 60 minutes prior to the start of his/her shift.

In the event an employee is absent from work at the end of a work week, the burden is on the employee to call the Company and determine from the Company his/her schedule of work prior to reporting back for the new work week.

## APPENDIX E — Memorandum of Agreement EOWEO

- a. This Memorandum is intended to provide the conditions of the EOWEO continuous operation schedule. The parties agree that if in the future conflicting provisions are discovered in the Collective Bargaining Agreement that the parties will meet to resolve said issues within 3 days of the issue arising, subject to the grievance procedure.
- b. Every Other Weekend Off (EOWEO) includes three days: Saturday, Sunday, and Monday.
- c. Unless otherwise expressly provided herein, any language in the CBA that applies specifically to an 8-hour shift will not apply to a 12-hour shift, including but not limited to Article III provisions A, B, and C, prior agreements, or memoranda of understanding, etc.
- d. The Company shall have the ability to schedule additional workdays for EOWEO employees. Employees may be forced to work one scheduled off day per work week.  

An employee may be required to work up to sixteen hours on a shift one day per work week.
- e. Overtime at the rate of time and one-half, is only paid for over 12-hours worked in a single day and over 40-hours worked in a pay period. Doubletime will be paid for all hours worked on the fifth day worked in a work week. In order for a day to be considered a day worked, the employee must have worked all scheduled hours on that day. There will be no pyramiding of overtime hours.
- f. Employees on an EOWEO schedule shall remain at their workstations until they are relieved by their scheduled replacements from the oncoming shift or a suitable replacement for the next scheduled employee. Alternatively, the employee may be directed to go home by his/her supervisor. If an employee must remain at work due to his/her scheduled replacement being absent or delayed, he/she will not be held over more than four hours.
- g. The Company shall first seek volunteers to fill available shifts created by any vacancy. The shift will go to the senior qualified volunteer. If no employee volunteers, the least senior qualified employee shall be mandated to work. If there is an open position that has not been filled by bid or new hire for 45 days or greater, that opening will not be considered a vacancy for purposes of this provision.
- h. An employee will not be forced to work over at the completion of their last scheduled shift prior to vacation. Employees shall not be forced to work mandatory overtime within the period between his last scheduled shift prior to vacation and his first scheduled shift back following vacation. This vacation protection only applies to vacations that consist of three (3) or more consecutive scheduled work days.
- i. Employees who are new to an EOWEO job will be trained on the shift of the Company's choosing and will go to their regular shifts upon completion of training.
- j. Initial assignments to EOWEO shifts will be made within Track on the basis of plant seniority. Subsequent openings will be filled according to the posting and bidding language in the CBA.
- k. The parties agree that after implementation of EOWEO, Management has the right to determine that certain operations may not be deemed appropriate for the EOWEO schedule due to such circumstances as metal flow, customer demand, etc. In this case those operations will revert to a normal 8-hour shift and all provisions of the CBA associated with a 'normal' work week shall apply and all bumping/bidding language of the CBA will be followed.
- l. Employees may be forced to work mandatory overtime outside of their bid track. Employees may not be forced to work mandatory overtime outside their shift rotation.
- m. If an EOWEO employee completes three (3) months with perfect attendance and receives an additional day off as a paid Vacation Day, as set forth in the Attendance Policy, he/she shall be awarded twelve (12) hours and shall schedule that day as any other Scheduled Vacation Day.
- n. All shifts are twelve (12) hours. Either 5:00 A.M to 5:00 P.M. or 5:00 P.M. to 5:00 A.M. The parties agree that the starting and stopping times may be changed by mutual agreement. The workweek for EOWEO employees shall begin with the 5:00 a.m. to 5:00 p.m. shift on Sunday and end with the 5:00 p.m. to 5:00 a.m. shift that begins on the ensuing Saturday at 5:00 p.m.

- o. The normal pay period of an EOWEO employee will include either 36 or 48 hours plus applicable overtime.
- p. Saturday and Sunday overtime rules will not apply to EOWEO employees, as those days may be part of a regularly scheduled work week, nor shall they apply to an employee who normally works 8-hour shifts and volunteers to work an EOWEO shift during the time he/she is working an EOWEO shift.
- q. Nothing herein shall limit an employee's ability to volunteer for additional overtime. Voluntary acceptance of overtime does not count toward an employee's force availability.
- r. Employees on an EOWEO schedule shall be permitted to take three (3) 10-minute break periods, a 20-minute lunch period and a 5 minute "wash-up" time during each 12-hour shift. Lunches will be scheduled at 11am and 11pm on twelve (12) hour shifts or adjusted to the mid-point of the shift if the scheduled hours are changed.
- s. If an employee's schedule is to change from EOWEO to an eight (8) hour schedule or vice versa, the Company will post the work schedule 2 weeks in advance of the posted move.
- t. Holiday Pay: An EOWEO employee who is scheduled to be off on a scheduled holiday will receive eight (8) hours pay for said holiday.

In other words, if an employee is scheduled off on a Monday that is a specified holiday, that employee will receive 8 hours of holiday pay. If an employee is scheduled to work and management elects not to operate that day, the employee will receive twelve (12) hours holiday pay. An employee who works on a designated Holiday will receive twelve (12) hours holiday pay and doubletime for hours actually worked. A holiday will only count as time worked for overtime purposes if it is a scheduled workday and the plant did not work. There will be no pyramiding of hours.

Holidays will be observed and paid to those employees on the EOWEO schedule who work the Holiday on the date the Holiday falls. (No Sunday-Monday, no Saturday-Friday). That is, if a holiday falls on a Saturday, it will be observed on that Saturday, not on the preceding Friday, as would be the case with an employee on a traditional Monday - Friday 8-hour schedule.

An EOWEO employee will be entitled to 12 hours of pay instead of 8 when using his/her Floating Holiday.

Every effort will be made to observe the Holiday as a day of rest; however, based on the needs of business, employees may be required to work on certain Holidays. Employees on the EOWEO schedule will not be forced to work on Labor Day, Thanksgiving Day or Christmas Day.

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Justin Roberts  
Director of Operations

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Gordon Nichols  
USW District 8 Staff Representative

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Anita Orozco  
Vice President – Human Resources

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Jeffery Noel  
Bargaining Unit President

## **APPENDIX F — Drug and Alcohol Testing Program**

Hussey Copper is committed to the health and safety of its employees. Employees who are dependent on, under the influence or abusers of controlled substances, including prescription drugs that are misused, or alcohol, significantly impair the safety of themselves and others and reduce the effectiveness of their job performance. It is Hussey Copper's policy, consistent with the mandates of the Federal Drug Free Workplace Act, to assure that when there is probable cause to believe an employee is dependent on, under the influence or abusing controlled substances or alcohol, by reason of demeanor, appearance, physical symptoms, possession, known abuse or a combination thereof, or involvement in a workplace accident; such employee may be removed from the work environment and tested for the presence of controlled substances and/or alcohol. In addition, a screening for the presence of controlled substances may be performed as a part of routine post offer of employment physicals and when employees return to work following an absence of thirty (30) calendar days or longer.

When testing is required or requested, the employee will be transported to an approved medical facility where proper chain of custody procedures as outlined by the Substance Abuse and Mental Health Services Administration (SAMHSA) will be observed. The employer representative will arrange to have the suspect employee observed by a second employer representative or a Union representative (whenever or wherever reasonably possible) prior to testing.

1. A refusal to submit to testing in accordance with this Policy, or switching, adulterating, or otherwise tampering in any way with any sample used to test for the presence of drugs or alcohol is a violation of this policy and will result in discharge.
2. An employee who tests positive for a controlled substance above those cut off levels approved by the SAMHSA shall be discharged. The employee testing positive will avoid discharge if the employee submits to, and successfully completes an approved rehabilitation program. Should the employee refuse rehabilitation and/or does not successfully complete the program, such employee will be discharged.
3. An employee who has a blood alcohol concentration greater than 0.02 shall be discharged. Absent extenuating circumstances such as hospital confinement for an illness or injury or being incapacitated to the point of being medically ordered homebound, the employee must make contact with the rehabilitation program and begin treatment within one (1) week of the Management and Union joint meeting. Said employee is then required to complete the program in the time frame set forth by the treatment facility.
4. An individual who voluntarily admits to an alcohol and/or a drug problem before a probable cause situation exists and who subsequently successfully completes an approved rehabilitation program shall not be disciplined as a result of said disclosure.

Further, it is understood that employee(s) in either items 2, 3 or 4 immediately above will be given one (1) and only one (1) such opportunity to rehabilitate themselves. An employee who tests positive after completing rehabilitation as required by this Policy will be discharged. Further, any employee who successfully completes a rehabilitation program will be subject to unlimited random testing within the next twenty-four (24) month period. Should the employee test positive above those cut-off levels approved by SAMHSA for drug testing and above 0.02 for alcohol, such employee will be subject to immediate discharge. The presence of an amount of substance exceeding these cut-off levels respectively shall be considered positive for the purposes of this policy.

In an effort to ensure a drug free workplace, the Company reserves the right to bring on site a drug dog from a legal entity in order to search the Company's property for the presence of drugs. If drugs are found in a common area, the Company will bring a certified professional on site to perform urine drug screening, in compliance with the chain of custody procedures, testing all employees who had access to that common area at the time of the discovery as well as employees scheduled for the next 2 shifts. Any person who tests positive on site will be retested at an approved medical facility designated by the Company within 24 hours of the original test. If the testing is not conducted within proper guidelines, the testing will be null and void. The Company further agrees that all testing will done on Company time and the employee's shift. Should the testing extend beyond the employee's scheduled shift the employee(s) shall not be required to stay and will be allowed to leave without penalty or discipline as long as the employee(s) do not delay and are participating in good faith.

The use, possession, sale, purchase or transfer of alcohol or drugs by employees on Company property is prohibited. The use of an authorized drug in a manner other than intended or the use of an authorized drug by someone other than the person for whom the prescription was written is also prohibited. Employees violating this policy shall be discharged.

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

Hussey Fabricated Products,  
Eminence, Kentucky

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

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Ryan Elder  
Chief Operating Officer

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D.R. McCall  
International President

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Anita Orozco  
Vice President of Human Resources

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John E. Shinn  
International Secretary-Treasurer

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Justin Roberts  
Director of Operations

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Emil Ramirez  
International Vice President (Administration)

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Edward Johnson  
Labor Relations Manager

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Kevin Mapp  
International Vice President (Human Affairs)

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Larry Ray, Director  
District 8

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Roger McGinnis  
Sub-District Director

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Gordon Nichols  
Staff Representative.

LOCAL UNION COMMITTEE – 1693-26

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Jeffery Noel  
Unit President

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Kenneth Green  
Committee

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Tim Helm  
Committee