

AGREEMENT

Between

LOUISVILLE LADDER, INC.

And

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION

On behalf of

LOCAL 1693-15  
AFL-CIO, CLC (USW)

March 1, 2024 – February 28, 2027

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## **AGREEMENT**

This agreement entered into this 14th day of February 2024, by and between LOUISVILLE LADDER INC., Louisville, KY, its Successors and Assigns, hereinafter referred to as the “Company”, and the UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION AFL-CIO, CLC, (USW) on behalf of Local Union 1693-15, hereinafter referred to as the “Union” or USW.

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

### **ARTICLE ONE**

#### **Recognition**

Section 1. The Company hereby recognizes the Union as exclusive representative for the purpose of collective bargaining with the respect to rates of pay, wages, hours of employment and other conditions of employment for employees at its distribution center, in Louisville, Kentucky, Jefferson County, who are assigned to perform warehouse distribution work, but excluding office clerical employees, guards, professional employees, salaried foremen and other supervisors as defined in the act.

Section 2. The management of the Company and the establishment and direction of the working forces (including but not limited to the right to hire, make rules, assign, transfer, classify, suspend, promote, demote, release for lack of work, discharge for proper cause or other legitimate reason and the determination of product to be manufactured, planning and scheduling of production setting of standards and methods, processes and means of production and the development and maintenance of safe practices) are the sole prerogative and responsibility of the Company, except to the extent specifically limited by this Agreement.

Section 3. All Employees shall perform work as directed by the Company, and the Company shall have the right to make purchases, contracts, and subcontracts in any manner and with whom it wishes. In the event that such purchases or contracts result in a decrease in the work force, the Company and the Union will meet to discuss the matter before the reduction occurs.

Section 4. In placing into operation additional plants located within the aforementioned city, or Jefferson County, this contract or Agreement shall become applicable at once. After such facility or facilities has or have been in operation for a period not to exceed four (4) months, either the Union or the Company may negotiate any question of wage scales and shop practices, seniority, and other provisions applying to the new facility or facilities.

Section 5. No contract or agreement shall be entered into between the Company and any employee or group of employees covered by this Agreement, that will in any way conflict with or supersede this Agreement during its life, except as approved by the International Union.

## **ARTICLE TWO**

### **Check-off**

As a condition of employment, all employees covered by the Agreement will at the expiration of their warehouse 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 monthly membership dues uniformly required of all Union members as a condition of acquiring or retaining membership in the Union. At the end of the month, indicating the name, address and the date of hire. Membership in the Union will be subject to the limitations of any State or Federal laws.

During the life of this Agreement, 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 immediately be forwarded to: International Secretary-Treasurer, at the address, which he authorizes for this purpose, together 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 month in which such card becomes effective, whichever is later.
- b. In case of earnings insufficient to cover deductions of dues, the dues will be deducted from the next pay in which there are sufficient earnings.
- c. The Union will be notified of the reasons for non-transmission of dues in case of inter-warehouse transfer, lay-off, 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 initiations 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 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 month will be deducted in accordance with the United Steelworkers of America Constitution. A copy of the USW procedures will be given to the Company accounting department.

- h. 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.
- i. The Company agrees that it will check off and transmit to the Treasurer of the United Steelworkers of America Political Action Committee (USW PAC) voluntary contributions to the USW PAC from the earnings of those employees who voluntarily authorize such contributions on forms provided for that purpose by the USW PAC. The amount and timing of such check-off deductions and the transmittal of such voluntary contributions shall be as specified in such forms and in conformance with any applicable state or federal statute.
  - 1. The signing of such USW PAC check-off form and the making of such voluntary annual contributions are not conditions of membership in the Union or of employment with the Company.
  - 2. The union agrees to indemnify and save the company harmless from any and all actions, which it may be required to take under application of this Article.

**ARTICLE THREE  
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 or not taken by the Company for the purpose of complying with any of the provisions of the Section.

**ARTICLE FOUR  
Discharge –Layoff**

Section 1. The Company has the right to discharge or lay off any employee for sufficient and reasonable cause, including failure to comply with reasonable general warehouse rules, provided the warehouse rules now in effect be discussed with the Union, and posted, and that new rules that might be added from time to time be discussed between the local warehouse manager and the local Union, and likewise be posted, but such employee and the representative of the Union shall be advised as promptly as possible in writing by the Company of the reason or reasons of such discharge or layoff. Should it be found upon investigation, as provided in Article Five hereof, that an employee has been unjustly discharged or laid off, such employee shall be immediately reinstated in his former position, without loss of seniority rating and may or may not be compensated for time lost, depending on the individual case.

Section 2. Should any employee (or former employee within four (4) working days of his discharge or layoff) believe that he has been unjustly treated, he or his representatives may present his complaint in writing directly to the second step of the Grievance Procedure.

**ARTICLE FIVE  
Grievance Procedure**

Section 1.

Step 1. Any grievance or complaint on matters covered by this Agreement shall be brought to the attention of the employee's immediate supervisor as soon as the employee knows of or could have known of such grievance and if not settled between the employee and the supervisor, the employee may then request his Steward, who together with the supervisor will discuss the matter.

Step 2. Failing satisfactory settlement of the grievance or complaint, the Steward will reduce the grievance or complaint to writing and present it to the warehouse manager and the Union president. The complaint or grievance will be discussed at a meeting to be held within three (3) working days after presentation to this step (2). The warehouse manager will submit his answer in writing within three (3) working days after the meeting.

Step 3. If settlement is not reached in Step Two (2), the Union will, within three (3) working days after receipt of the warehouse manager answer in writing, request a meeting between the representative of the Company and a representative of the International Union. Such meeting will be held at a time convenient to both parties. The Company will submit an answer within five (5) days after the meeting referred to above.

Section 2. A grievance shall be considered as settled to the entire satisfaction of both parties, if at the end of five (5) working days after the receipt of the written answer referred to in Step Three (3) above, the aggrieved party has not signified to the other in writing that it wishes to take the matter to arbitration. If either party desires to arbitrate the matter, the grievance shall be submitted to an arbitrator to be selected by the parties.

Section 3. If the Company and the Union are unable to agree upon an arbitrator, a panel of five (5) arbitrators shall be requested from the Louisville Labor Management Commission.

Section 4. The arbitrator shall have jurisdiction and authority to interpret, apply or determine compliance with this Agreement. The arbitrator shall not have jurisdiction or authority to add to or detract from, or alter, such provisions and practices.

Section 5. The decision of the arbitrator shall be binding and final on both parties.

Section 6. All expense of the arbitrator shall be borne equally by the parties.

Section 7. No employees shall cease work, strike, or be locked out during discussion for settlement of any differences arising at any time.

Section 8. The time limits specified above may be extended by mutual consent of the parties.

Section 9. The business representative of the Union shall be permitted to enter the warehouse when necessary, by permission of the warehouse manager's office.

Section 10. The Union shall advise the Company promptly in writing the name of the warehouse Steward and shall advise the Company of any changes thereafter.

Section 11. A Labor-Management Relations Committee shall be created. The Committee's activities shall be to improve communication between the parties and to discuss any grievances or other problems arising out of this Agreement.

This Committee shall be composed of two members. One representative each shall be selected by the Company and the Union. The Committee shall meet once a month (or other times by mutual agreement of the parties) during the employee's work hours but at a time, which will not unduly interfere with production. The Union representatives on the Committee shall not suffer a loss in pay for time attending meetings of the Committee up to 1-hour in any month. By mutual agreement the parties may use this meeting time to discuss any grievances pending at the second step of the grievance procedure.

**ARTICLE SIX**  
**Working Schedule**  
**Overtime Provisions**

Section 1. This Article provides the basis for the calculation of, and payment for, daily or weekly overtime hours and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week, nor a limitation on the scheduling of hour of work per day or per week (including overtime). Except in case of an emergency, no employee will be required to work more than twelve (12) hours in a workday.

Section 2. (A) "Work week" means seven consecutive days starting at 12:00 midnight on Sunday night and ending at 12:00 midnight on the following Sunday night.

B. "Workday consists of the twenty-four-hour period starting at 12:00 midnight on one calendar day and ending at 12:00 midnight on the following calendar day.

Section 3. (A) The normal daily and weekly schedule of hours of work in the warehouse covered by this Agreement shall consist of eight (8) hours each day and forty (40) hours each week to be worked on Monday, Tuesday, Wednesday, Thursday, and Friday. All time worked outside of the normal daily and weekly schedule of hours of work shall be considered as overtime and shall be paid for at the rate of time and one-half (1 ½). It is understood that the starting time and quitting time may vary with individual employees. The Union will be notified of any such variances and the reasons, therefore.

(B) Work performed on Sundays and recognized holidays specified in Article Seven shall be paid for at double time.

Section 4. (A) Employees required to work daily overtime will be given notice of same no later than noon on the same day the overtime is required, not to exceed 2-hours.

(B) Employees required to work overtime on Saturday and/or Sunday will be given notice of the same no later than the end of the working day on Thursday. However, should the company encounter a problem, the company shall have the right to declare an emergency for mandatory overtime on Saturday or Sunday and the company agrees to notify its employees no later than 10 am Friday morning.

The company will endeavor to notify employees per the above language but agrees that should they declare an emergency on a Friday more than 8 times within a year, the company and union agree to meet and try and resolve the issues.

Section 5. First and second shift employees shall be allowed a thirty-minute lunch period on the employee's time. Third shift employees will be allowed a twenty (20) minute lunch period paid for by the company.

Section 6. All regular employees shall be assigned any overtime occurring on their regular jobs, unless such employees are excused from performing such overtime or are absent from work at the time such overtime is assigned. Overtime will be posted in the Shipping Office as well as at the time clock. When voluntary overtime is required, the sign-up sheet will be available in the Shipping Office. This posting will be in accordance with Section 4 (A) and Section 4 (B) above. Employees not already assigned mandatory overtime on their regular jobs who desire to work overtime on other than their regular jobs will be required to sign an overtime sheet at the time clock. Only employees who are qualified on the jobs posted and who sign the list will be asked to work overtime, and from these employees, the most senior will be selected. If an insufficient number of qualified employees sign the overtime list, the Company will assign the most junior qualified employees to perform the required work.

Section 7. An employee called or required to report for work and who reports as scheduled but not used, will be paid the minimum of four (4) hours at the established rate; if used part of the day, but not all, a minimum of eight (8) hours at the established rate. Exception to both of these provisions shall be made in case of an emergency. The word "emergency" as used herein shall mean fire, flood, power failure, breakdown, failure of the warehouse heating system, act of God, act of man beyond the control of the Company, and such other emergencies as are justified.

These provisions shall not apply when:

(A) If an employee was scheduled to work less than eight (8) hours (other than Monday through Friday), in which case he shall only receive the amount of time scheduled. Example: Employee scheduled to work four (4) hours on Saturday.

(B) An employee was not put to work or is released from work after having been put to work at his own request.

(C) The Company made reasonable efforts to notify him not to report to work.

(D) The hours of work will be defined as follows:

First Shift will start at 8:00 am and end at 4:30 pm Monday through

Friday. Should the Company determine the need to add a second shift the hours of work for the First Shift shall revert back to starting at 7:00 am and ending at 3:30 pm.

Any changes from the above schedule the Company will notify the Union at least five (5) working days in advance and give reason to why the schedule must be changed. During the five (5) day notice the company agrees it will only staff the new shift change by voluntary overtime.

Section 8. Nothing in this Contract shall be interpreted to mean that the Company guarantees any minimum work period except as set out in Section 7 of this Article.

## **ARTICLE SEVEN**

### **Holidays**

Section 1. The following holidays or the days designated as such, shall be recognized as legal holidays: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day and one day a year to be designated by the Company at its discretion. When any of these days fall on Sunday, the following day (Monday) shall be recognized as the holiday, provided the employee works the scheduled workday immediately before the holiday and the scheduled work day immediately following the holiday, unless failure to work was due to sickness or injury supported by a doctor's statement, or has received permission to be absent from his Supervisor.

In the event a paid holiday falls on Saturday, the holiday will be observed on the previous Friday.

## **ARTICLE EIGHT**

### **Night Shift Differentials**

Section 1. An employee covered by this Agreement will be paid a night shift differential of twenty-five (25) cents per hour for work performed on the second shift and third shifts. Said shift differential shall not apply to partial overtime work on any succeeding shift.

Section 2. The company will discuss the establishing of a third shift with the Union when and if such third shift is anticipated.



**ARTICLE NINE**  
**Vacations**

Employment Service	Vacation Payment
First year pro-rated vacation based on 1/12 for previous year employment	
One-year (1) but less than two (2) years.....	5 days (40 hours)
Two years (2) but less than ten (10) years.....	10 days (80 hours)
Ten years (10) but less than Nineteen (19) years.....	15 days (120 hours)
Twenty (20) plus years.....	20 days (160 hours)

Section 1. An employee who has been in the service of the company for a period of less than 1-year shall be paid vacation based on the following: For every month of employment, the employee shall earn 1/12 the vacation allotment (5 days) to use in the following vacation year. If hired before the 15<sup>th</sup> of any month the employee shall receive credit for the whole month. If hired after the 15<sup>th</sup> of any month the employee will not receive credit until the following month.

Section 2. In January, an employee vacation preference survey will be made. Each employee will have the opportunity to request pay-in-lieu of vacation or to schedule a vacation.

Section 3. If an employee elects to be paid in lieu of vacation, that payment will be made prior to June 15<sup>th</sup>, at the rate in effect as of June 1<sup>st</sup>. An employee may take all or part of his vacation pay-in-lieu.

Section 4. Employees desiring to schedule vacation will be given that opportunity in January. The choice of dates will be given in seniority order within the employees' department.

Section 5. Employees electing to be paid at the time they take vacation will receive their vacation pay on the Friday preceding their vacation start date at their current pay rate. A request form must be turned into Personnel eight (8) days prior to the date the check is to be delivered.

Section 6. The Company reserves the right to determine the total number of employees that may be on vacation at any given period.

Section 7. When the warehouse vacation schedule has been established, approved, and posted, an employee's vacation cannot be cancelled or changed without the mutual consent of both the employee and the Company.

Section 8. If, in the opinion of the Company, it becomes necessary to close operations of the warehouse for vacation purposes, the Company will meet with the Union and explain the reason for the shutdown. The Company will notify the Union and employees at least sixty (60) days before shutdown.

Section 9. Any employee that is terminated for any reason except discharge for just cause shall receive vacation pay based on a prorated basis as specified in Section 1 above provided that on a voluntary termination the employee must notify the Company not less than five (5) working days prior to the last day to be worked to receive prorated vacation pay.

Section 10. In the event of the death of any employee who has earned but not used vacation, his beneficiary shall receive an amount in cash equivalent to his earned vacation.

Section 11. Employees entitled to vacation pay may elect to be paid all or part of their vacation pay prior to June 15 and schedule any amount of vacation to which they are entitled, including election to take pay-in-lieu of any vacation. It is clearly understood, however, that employees who elect to be paid prior to June 15 and schedule a vacation in the future for

which they will not be paid, will, due to scheduling commitments, be expected to take their scheduled vacation. While request for cancellation of such scheduled vacation will be entertained, these requests must be submitted, in writing, to the immediate supervisor at least one (1) week in advance of the scheduled vacation. Article nine, Section 8, will determine the status of any timely requests. If approved, this request will result in the forfeiture of a period of vacation time equal to that originally requested.

To provide for pay-in-lieu for employees who give a minimum of one (1) week notice that they no longer wish to take time off for already scheduled vacation for which no payment has yet been received.

Section 12. Full week vacation pay will be paid on a separate check.

Section 13. Employees with five or more days' vacation will be allowed to bank up to five (5) days' vacation and use the days in ½ day increments. A twenty-four-hour notice must be given prior to using the ½ day vacation.

NOTE: An employee whose years of service entitle them to additional vacation during the vacation year shall be awarded the additional vacation on January 1 of that year.

Any employee whose employment with the company is terminated, subject to the grievance procedure, and has used the additional vacation day or days prior to the employee's anniversary date, shall be required to repay to the company the additional pay or days received.

## **ARTICLE TEN**

### **Conflict With Law**

Section 1. In the event any provisions of the Agreement are held to be in conflict with or in violation of any State or Federal statute, rule, decision, or valid administrative rule or regulation shall control, but all of the provisions of this Agreement not in conflict therewith shall continue in full force and effect.

## **ARTICLE ELEVEN**

### **Union Label**

Section 1. The Union agrees to make necessary arrangements with the American Federation of Labor and the Congress of Industrial Organizations, or any department of the Federation of Labor having jurisdiction over the employees covered by the Agreement, so that the Company may have the use of the Union Label of the American Federation of Labor and the Congress of Industrial Organizations, or the label of the united Steelworkers of America if and when such label is adopted, upon the products manufactured.

## **ARTICLE TWELVE**

### **Seniority**

Section 1. A newly hired employee (or an employee hired after loss of seniority) will be considered a probationary employee for a period of Ninety (90) days of work, during which time the Company shall have the privilege and at its sole discretion, of laying off, discharging, transferring or retaining such employee. If retained by the Company, the employee's seniority shall date from the latest date of employment.

Notwithstanding any other provision of this article, the company shall have the right to use Agency Worker employees. The amount of Agency Worker employees shall not exceed 50% of full-time bargaining unit members. Before a lay-off of regular bargaining unit members all Agency Workers must be released.

Section 2. The Company shall maintain seniority list based upon the service record of the employees. Any employee who has or may quit, or has been or may be discharged, will have lost, or shall lose, all previous accumulated seniority.

Section 3. Seniority shall be defined as an employee's length of continuous service with the Company since his last date of hire

Section 4. An employee shall lose his seniority for the following reasons:

(A) Layoff for forty-eight (48) consecutive months or period equal to an employee's seniority; whichever is lesser, provided that no employee will lose seniority where he is laid off for less than six (6) months;

(B) Resignation of an employee;

(C) Discharge for just cause;

(D) Absence from work for three (3) consecutive days without notifying the Company and furnishes a satisfactory explanation within such period.

(E) Failure to report for work within 5 working days after notice of recall is sent to that employee at his last known address by registered mail. If not, the employee shall be considered as having voluntarily quit.

(F) Failure to report for work at conclusion of a leave of absence;

(G) An employee who has acquired seniority and who, due to a non-occupational illness or injury fails to return to work within a period equal to his/her seniority or one (1) year, whichever is lesser. Note: An employee's seniority may be extended an additional twelve (12) months maximum provided the employee notifies the company in writing, by registered letter prior to the conclusion of the one (1) year, that the employee still wants to return to active work.

(H) An employee who has acquired seniority and who's occupational injury or illness has prevented him/her from performing work and who fails to return to work within a period equal to his/her seniority or two (2) years, whichever is lesser. Note: An employee's seniority may be extended an additional twelve (12) months maximum provided the employee notifies the company in writing, by registered letter prior to the conclusion of the two (2) years that the employee still wants to return to active work.

(I) Engages in other employment while on a leave of absence.

Section 5. Seniority lists will be posted in the warehouse annually and/or as needed and copies furnished to the union.

## **ARTICLE THIRTEEN**

### **Reduction of Force**

Section 1. The Company shall have the right to reduce the force of employees at any time. In such layoff or reduction, seniority and qualifications shall govern the selection of those to be laid off.

Section 2. If the working forces are reduced, an employee laid off shall be recalled in the order of his seniority when the Company again adds to the number of employees engaged in the various operations, provided he is qualified to perform the work required.

Section 3. Copies of all recall notices shall be given to the properly designated officer of the union.

Section 4. It shall be the duty of the employee to keep the Company notified of his correct address.

Section 5. When it becomes necessary to reduce forces, three (3) days notice of such reduction will be given, except in case of emergency as defined in Section 7 of Article Six hereof.

## **ARTICLE FOURTEEN**

### **Leave Of Absence**

Section 1. When the requirements of the warehouse will permit, an employee shall, on his written request and for reasonable cause, be granted a leave of absence without pay for a period not to exceed thirty (30) days with the privilege of a renewal. An employee absent on leave, who, without the consent of the Company and the Union, engages in other employment or who fails to report for work on or before the expiration of his leave will be considered as having quit without notice. If and when such employee is rehired by the Company, he will have lost the seniority rights acquired through previous employment.

Section 2. Any employee designated as an executive officer or as an official of the union shall be granted a leave of absence without pay for the purpose of carrying on Union duties. Such employee shall accumulate additional seniority during such leave but not more than an amount equal to his length of service at the time the leave commenced.

Section 3. All approved requests for leave of absence shall be in writing and copies filed with the employee's supervisor, the personnel director and the shop steward and the secretary of the Union.

Section 4. The rehiring of veterans will be in compliance with the Laws of the United States governing the rehiring of employees returning from Military Service and State Laws pertaining to the National Guards.

Section 5. Employees called to serve in the National Guard Training shall be granted a leave of absence for the period of training.

Section 6. Employees on a leave of absence for a non-occupational illness or injury will receive holiday pay for any holiday falling within the first sixty (60) days of such leave of absence, provided the employee returns to work. Employees on lay-off status or a leave of absence other than non-occupational illness or injury will not receive holiday pay.

## **ARTICLE FIFTEEN**

### **Jobs Bulletined**

Section 1. When a vacancy in a classification exists, such vacancy shall be posted for a period of forty-eight (48) hours exclusive of Saturday and Sunday. Any employee desiring such vacancy shall submit a bid in writing.

## **LETTER OF AGREEMENT**

### **ARTICLE 15**

Any Bargaining Unit member may perform local deliveries. The employee must have a valid driver's license.

## **ARTICLE SIXTEEN**

### **Bulletin Board**

Section 1. The Union may provide a bulletin board for the posting of Union notices. Except for notices of Union meetings and social events, no material will be posted on the Union Bulletin Board without prior Company approval.

## **ARTICLE SEVENTEEN**

### **Change In Basis of Compensation**

Section 1. Any change of warehouse employee's hourly rate to a salaried basis shall be made by mutual consent between the Company and the employee. The Union shall be promptly notified of such change.

Section 2. An employee who has transferred or will transfer in the future to a position within the Company and outside the bargaining unit shall neither accumulate or retain seniority under this agreement.

## **ARTICLE EIGHTEEN**

### **Sanitary Conditions**

Section 1. The Company agrees that it will furnish and maintain adequate toilet facilities, washbowls, lockers, first aid and adequate cool drinking fountains in convenient places wherever needed. The Company also agrees to continue to keep all tools and equipment in good order and in a safe place when not in use.

## **Letter Of Understanding**

A safety committee consisting of one (1) bargaining unit employee and one (1) management employee will meet weekly to conduct safety inspections. The length of each meeting will not exceed one (1) hour per month. The safety committee agrees to work together in a team effort to improve safety. The safety committee may seek recommendations from experts and authorities. The U.S.W. International Representative on health and safety shall have access to the warehouse for the purpose of investigations and testing he deems necessary as shall be reasonably connected with the purpose of the safety committee.

## **ARTICLE NINETEEN**

### **Pay Days**

Section 1. The established paydays shall continue as at present as far as practicable. In the event it is found necessary or desirable to change the payday, such change shall be made by mutual consent between the Company and the Local Union.

## **ARTICLE TWENTY**

### **Injured Employees**

Section 1. An employee who has become injured in the employ of the Company and who has become unable to perform his regular duties, shall be given preference of other available work he is capable of performing, in compliance with the seniority provisions of this Agreement.

## **ARTICLE TWENTY-ONE**

### **Temporary Transfers**

Section 1. When it becomes necessary to temporarily transfer an employee from one job to another, it shall be the duty of the Supervisor to select the employee to be transferred, and if the situation allows, to transfer the most junior qualified employee in the department from which an employee is to be transferred to perform the task required.

Section 2. If any employee is transferred to a higher rated job classification for two (2) hours or more, he/she shall receive the rate of the job they are performing.

Section 3. An employee temporarily transferred to a lower rate job shall not have his rate reduced.

## **ARTICLE TWENTY-TWO**

### **Addendum Covering Wage Rates**

Section 1. There shall be attached hereto as "Exhibit A", addendum covering Wage Rates, which shall be made a part of this Agreement effective as provided in said Exhibit.

Section 2. There shall be attached hereto as "Exhibit B", addendum covering Classification Descriptions, which shall be made a part of this agreement effective as provided in said Exhibit.

Section 3. There shall be attached hereto as "Exhibit C", addendum covering the Insurance Plan, which shall be made a part of this Agreement effective as provided in said exhibit.

Section 4. There shall be attached hereto as "Exhibit D", addendum covering Jury Duty, which shall be made part of this Agreement effective as provided in said Exhibit.

Section 5. There shall be attached hereto as "Exhibit E", addendum covering the purchase of Safety Boots/Shoes, which shall be made part of this Agreement effective as provided in said Exhibit.

## **ARTICLE TWENTY-THREE**

### **Strikes and Lockouts**

Section 1. The Union agrees that there will be no strikes during the life of this Agreement, and that every effort will be made to prevent strikes, walkouts, stoppages, slowing down of work, picketing, or any interference with any operations of the Company. The Union further agrees to attempt to stop such practices should they occur during the life of this Agreement.

Section 2. In the event any employee engages in any of the above practices, he or she may be disciplined or discharged by the Company. Such discipline or discharge may be questioned through the regular grievance procedure.

Section 3. The Company agrees that during the life of this Agreement there will be no lockouts.

Section 4. In the event of an unauthorized strike, sit-down or stoppage, or slowdown of work, the Company will not sue the union for damages, provided that the Union, within forty-eight (48) hours from the start of such action, uses every endeavor to influence the employees engaged in such situation to return to work and post notices to the effect, submitting a copy to the Company. Further, employees so engaged who refuse to return to work within the forty-eight (48) hour time limit shall be considered as having quit. Employees who participated in

such unauthorized strike, sit-down or stoppage of work who shall have returned to work within forty-eight (48) hours shall be subject to discipline by the Company.

#### **ARTICLE TWENTY-FOUR**

##### **Funeral Pay**

Section 1. An employee who has completed 30-days or more of service will receive pay at his regular straight time base rate of pay, exclusive of shift differential or any other premium payment, for days lost from the employee's normal scheduled days of work (not to exceed 3) as the result of the employee's absence necessitated by the death of a member of the employee's immediate family. Such days shall include only the day of the funeral and the day before and after the funeral and shall be conditional upon the employee's attendance at the funeral. Payment will not be made for any day during such three-day period on which the employee would not otherwise work. "Immediate family" shall include only the employee's spouse, child, parent, brother, sister, mother-in-law or father-in-law, grandparents, grandchildren and step children.

An employee will be paid one (1) days pay and will be excused for up to three (3) days for the following step members: step father, step mother, step brother, step sister. To be entitled to payment, the employee must report to the Company:

- (A) Name of deceased person and relationship to the employee;
- (B) Date and location of the funeral.

#### **ARTICLE TWENTY-FIVE**

##### **Non-Discrimination**

Section 1. The Company and the Union agree that they will not discriminate against any employee because of his or her race, religion, color, sex, or national origin, disability or veteran's status. Whenever the masculine or feminine pronoun is used in this Agreement it shall be deemed to mean either sex.

#### **ARTICLE TWENTY-SIX**

##### **Terms of this Agreement**

Section 1. This agreement which supersedes all previous Agreements or understandings, whether written or oral, shall become effective March 1, 2024, and shall remain in full force and effective through February 28, 2027 and thereafter from year to year unless written notice shall be given by either party of the termination at least sixty (60) days prior to the expiration date or anniversary thereof.

## 401K PLAN

The pension plan for those employees covered on February 28, 2006, will be frozen for those employees. The Company will provide a 401k plan that is the same as the salaried workforce.

The Louisville Ladder, Inc. Union Hourly Pension Plan will be frozen no later than April 15, 2006. For the purposes of this agreement, frozen shall be interpreted as follows:

Employees who have retired from Louisville Ladder, Inc., or its predecessors, and who are currently drawing pension benefits from the plan will continue to do so according to the rules of the plan.

Former employees who have a deferred but vested benefit in the plan may apply for said benefits according to the rules of the plan.

Current employees in the plan who have not been vested will be 100% vested on the freeze date, provided they are still employees of Louisville Ladder, Inc. on that date.

No employees will be allowed to enroll in the plan after it is frozen.

It is understood that the Company has the right to introduce new 401(k) plans. In the event that a new plan or plans are substituted, the company will contact the union to discuss the plan prior to implementation.

Employees shall be eligible to participate in the Company's 401(k) retirement plan in which the employer shall match \$0.50 for every dollar contributed to the plan, matching contributions will be capped to a total of 5% of Employee's yearly base salary.



## **ABSENTEEISM PROGRAM**

### **ABSENCE OCCURRENCE**

#### **I.**

- A. **PERSONAL ILLNESS** – An absence of one day or consecutive days for personal illness, of which all days are documented by a doctor’s statement, shall be considered one (1) occurrence.
- B. **OTHER ABSENCE** – Absences other than personal illness, or excused absences shall be considered as one (1) occurrence per day.
- C. **TARDIES** – A tardy of less than four (4) hours shall be considered one-half (1/2) occurrence except those employees excused by their supervisor to leave early will not receive such occurrence.
- D. **WEATHER** – Should weather conditions cause the closure of Jefferson County schools, employees will be given a one (1) hour window in which to report to work for their normal schedule without any occurrences under this program.
- E. Points will be earned back on the anniversary date of the occurrence being received. (12-month roll-off)

### **EXCUSED ABSENCE**

II. The following absences are not defined as absence occurrences provided the employee presents acceptable documentation to substantiate the absence:

- 1. Bereavement – as provided in the applicable “Funeral Pay” provision of the current labor agreement.
- 2. Jury Duty – as provided in the applicable “Jury Duty” provision of the current labor agreement.
- 3. Court Attendance – when subpoenaed.
- 4. Military Service – as provided in the applicable “Military Service” provision of the current labor agreement.
- 5. Authorized Union Business.
- 6. Plant injury/illness
- 7. Personal leave of absence
  - a. Must be two (2) days or longer.
  - b. Must be approved and granted before the beginning thereof.
- 8. An employee with one or more years of service will be allowed to use up to two paid days of absence per calendar year and these days will be excused. However, employees must notify the company per the attendance control program.

### **HOW THE ATTENDANCE SYSTEM WORKS**

III. A progressive corrective action policy will be enforced for all occurrences. Progressive corrective action will progress to the next level of severity.

### **CORRECTIVE ACTION TABLE**

<u>Upon Accrual of:</u>	<u>Disciplinary Action</u>
3 occurrences	Verbal warning (in writing)
5 occurrences	Written warning
8 occurrences	Final Warning
10 occurrences	Discharge

#### **IV- ELIMINATION OF OCCURRENCE**

- A. Employees may “bank” up to a maximum of three (3) occurrences if no accumulated occurrences are on record. One (1) occurrence can be banked for each sixty (60) calendar days of perfect attendance.

#### **V -ATTENDANCE BONUS**

For each (3) months worked with perfect attendance, the employee will earn (8) hours regular pay. These hours may be banked and taken without penalty during the calendar year. Unused days will be paid out by the 15<sup>th</sup> of December. This is on a rolling 3-month calendar bases. Employees must notify the company no later than 8:30 A.M. prior to using one of the above days.

**EXHIBIT “A”  
Wage Rates**

	<u>3/3/2024</u>	<u>3/2/2025</u>	<u>3/1/2026</u>
GROUP 1 Warehouse Operator	20.34	21.36	22.42
GROUP 2 Group Lead man	20.62	21.65	22.74
GROUP 3 Team Leader	21.61	22.69	23.82

**EXHIBIT “B”  
Classification Description**

**GROUP 1**

**Warehouse Operator**

Primary Duties: Receive and ship all product with quality performance and efficiency. Performs a variety of duties within the warehouse. Operates forklift truck for loading and unloading of stock to and from racks, transports stock to and from lines, loads and unloads trucks, maintains inventory and inventory records. Performs all material handling operations as necessary. Places stock banding on same when required. Responsible for safety standards, housekeeping, inspection, and quality. Performs other duties as assigned by Supervisor.

**GROUP 2**

**Group Lead Man**

Primary Duties: Leads group, follow-up, inspecting, training, planning and schedule work for a designated group of employees. Must be capable of maximizing trailer capacity effectively and efficiently to ensure product integrity for delivery. Leads the loading and unloading of trucks. Perform the work of all employees under his leadership. Responsible for the inspection and quality of workmanship of all employees he under his leadership; responsible for maintaining schedule, parts control, inventory control and shipping schedules. Perform other related duties as assigned by Supervisor.

**GROUP 3**

**Team Leader**

Primary Duties: Leads Team, follow-up, inspecting, training, planning and scheduling work for the warehouse. Must be capable of maximizing trailer capacity effectively and efficiently to ensure product integrity for delivery. Leads the loading and unloading of trucks. Perform the work of all employees under his leadership. Responsible for the inspection and quality of workmanship of all employees under his leadership, responsible for maintaining schedule, parts control, inventory control and shipping schedules. Perform other related duties as assigned by Supervisor.

**EXHIBIT “C”**  
**Addendum Covering Insurance**

**MEDICAL INSURANCE**

It is mutually agreed between the Louisville Ladder Inc., 7765 National Turnpike, Unit 190 Louisville, Kentucky 40214, and the UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION on behalf of, AFL-CIO, CLC,(USW) Local 1693-15, that the Company will maintain a health insurance, dental and vision program similar or the same as the salaried workforce.

Any employee returning directly from military leave will be immediately, upon application, eligible for medical insurance, subject to pre-existing illnesses or injuries defined under the plans.

The Company will continue the insurance for employees laid off for the month during which the layoff begins, as well as the following month.

It is understood that the Company has the right to introduce new medical plans. In the event that a new plan or plans are substituted, the company will contact the union to discuss the plan prior to implementation.

**LIFE INSURANCE – EMPLOYEES ONLY**

The accidental death and dismemberment insurance provides benefits for the accidental loss of life, limbs and sight, whether the bodily injuries arise from an occupational or non-occupational accident.

The full principal sum to which you are entitled will be paid for the accidental loss of life, both hands, both feet, one hand and one foot, one hand and sight of one eye, one foot and sight of one eye, and sight of both eyes.

One half (1/2) the principal sum will be paid for the accidental loss of one hand, one foot, or the sight of one eye.

Payments will be made directly to you, if living, otherwise to your beneficiary.

Life and AD&D insurance will be \$30,000.

**ACCIDENT AND SICKNESS WEEKLY BENEFITS**

Weekly benefits in the amount of \$455 for 2024, \$470 for 2025 and \$485 for 2026 will be paid an employee who becomes sick or meets with an accident away from work and is consequently prevented from performing the duties of his/her occupation. Payments will begin the first (1<sup>st</sup>) day of disability if due to an accident, and the eight (8<sup>th</sup>) day if due to sickness. This will continue as long as you are disabled up to twenty-six (26) weeks for disability.

**EXHIBIT “D”**  
**Addendum Covering Jury Duty**

Section 1. Employees who are called to jury duty during the regularly scheduled workweek will receive the amount of time lost at the employee’s regular pay scale during the normal workweek Monday through Friday.

Section 2. Employees shall not receive such jury duty pay for any day that an employee is excused from jury duty and does not report for work on that scheduled day.

- Section 3. To be eligible for the jury duty pay, employees must:
- a. Have passed their probationary period.
  - b. Have furnished the Company in advance with an official court notice setting (1) the term of the duty, and (2) jury pay received.

Section 4. The Company reserves the right to ask the court that employees be excused from jury duty if such employees are needed for production.

**Exhibit "E"**  
**Safety Boot Reimbursement**

Employees required to wear safety boots will be reimbursed for up to \$125 per year. The employee must provide a receipt for the purchase of Steel Toe boots to receive the reimbursement.

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

**Louisville Ladder, Inc.**  
Louisville, KY

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

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Judi Pike, Human Resource Manager

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Chad Gabehart, Warehouse Manager

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**Local Union Committee**

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