COLLECTIVE BARGAINING AGREEMENT

Premier Forge Group, LLC

and the

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

September 2, 2019 - August 30, 2024

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AGREEMENT

This Agreement, made and entered into this 2nd day of September, 2019 ("Effective Date"), by and between Premier Forge Group, LLC (the "Company"), and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers AFL-CIO, CLC, (the "Union") on behalf of the employees in the collective bargaining unit as set forth in Article 2 of this Agreement.

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to promote and improve industrial and economic relationships between the Company and the employees of the Company covered by this Agreement, and to set forth the complete agreement between the parties covering rates of pay, hours of work and conditions of employment to be observed between the parties.

ARTICLE 2 - RECOGNITION AND SCOPE

Section 1. Recognition.

The Company recognizes the Union as the exclusive representative for the purpose of collective bargaining concerning wages, hours and terms and conditions of employment of employees in the following collective bargaining unit:

All full-time and regular part-time production and maintenance employees employed by the Company at its Lebanon, Kentucky facility; excluding office clerical, technical and quality assurance employees (including CMM operators), temporary employees, guards, professional and confidential employees, and supervisors as defined by the National Labor Relations Act.

Section 2. Definition.

The term "employee(s)" as used in this Agreement shall refer to bargaining unit employees occupying jobs in Section 1 above and no other employee(s) of the Company.

Section 3. Temporary Personnel.

The Company may, at its discretion, employ directly or through temporary staffing agencies, no more than ten (10) casual employees. These casual employees shall be paid the starting rate for new employees and shall not be covered by this Agreement. If a casual employee works more than 90 days, such employee shall become a full-time employee and shall be deemed to have satisfied the probationary period, and such employee's seniority shall date back to the original date of hire.

Section 4. Nondiscrimination.

It is the policy of the Company and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, national or ethnic origin, religion or belief, gender, sexual orientation (which includes gender identity), age, disability, membership or non-membership in a labor union, veteran status or any other reason protected by law.

ARTICLE 3 - UNION MEMBERSHIP AND DUES CHECKOFF

Section 1. Union Membership.

Subject to the requirements for Kentucky law, no employee shall be required to become or remain a member of the Union as a condition of employment or continuation of employment with the Company. All employees shall be free to join or refrain from joining the Union and, in the exercise of such freedom, neither the Union nor any of its officers or members will intimidate or coerce employees into joining the Union.

Section 2. Dues Checkoff.

The Company agrees to deduct from the wages of such employees in accordance with the expressed terms of a signed authorization to do so, the membership dues of the Union which include monthly dues, initiation fees and lawful assessments in amounts designated by the Union. Said deductions shall be made out of each payroll period and promptly remitted to the International Secretary-Treasurer of the Union, together with Form R-115. The International Staff Representative shall be copied electronically on the Form R-115.

Section 3. PAF.

The Company shall deduct and transmit, to the Treasurer of the United Steelworkers Political Action Fund (USW/PAF), voluntary contributions to the USW/ PAF from the earnings of those employees who voluntarily authorize such contributions on forms provided for that purpose by the USW/ PAF.

Section 4. Hold Harmless.

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

Section 5. Information

No more than once every six months, the International Union may request that the Employer furnish the International Union, in electronic form: (i) a list of all employees of the bargaining unit which will include the mailing address, date of employment and rate of pay; and/or

(ii) a list of employee/ employees that have been hired laid off or discharged.

Upon such request, the Employer shall provide the information within ten (10) working days.

Section 6. Plant Visitation

Authorized representatives of the International Union with Company approval (which will not be unduly withheld) shall be permitted to visit the plant or operations of the Company during working hours provided that they: (i) provide advance notice before the entering the premises; (ii) do not interfere with employees who are working; and (iii) comply with all safety rules and requirements.

Section 7. Union Informational Meetings with New Hires

Upon the Union's request, the Company will make a room available within the Facility so that the Union can hold an informational meeting with a new hire. Such meetings must be held within 30 minutes immediately before or immediately after a shift. Meetings may not be held during working time. Any request for a meeting room for purposes of this section must be made with at least 24 hours advance notice.

ARTICLE 4 - BULLETIN BOARDS

The Company will provide the Union with two (2) bulletin boards. Use of the bulletin boards shall be used for:

- 1. notices of Union meetings and elections;
- 2. notices of Union social events; and

3. dissemination of information concerning wages, hours and other conditions of employment.

The Union shall furnish a copy of any material that is to be posted to the Human Resource department of the Company prior to posting. Materials posted by the Union shall not be demeaning or derogatory towards the Company or any of its personnel.

ARTICLE 5 - MANAGEMENT RIGHTS

Section 1. Management Rights Clause.

It is understood and agreed to between the parties that subject to the conditions contained in the provisions of this Agreement, Management exclusively

retains the rights to manage the business and plant and to direct the working forces. These rights include, but are not limited to, the rights to hire, train, transfer, and promote employees; to reprimand, suspend, demote, discharge or otherwise discipline employees for just cause; to layoff, or relieve employees from duty because of lack of work or other legitimate reasons; to direct, plan and control plant operations; to assign work; to promulgate, enforce and, from time to time, change reasonable rules and regulations as Management deems necessary; to establish quality and reasonable production standards; to subcontract work; to determine the need for and identity of suppliers and contractors; to establish work schedules and make changes therein; to assign supervisors to perform bargaining unit work; to assign duties to the work force; to create, change, combine or eliminate jobs; to determine job duties, gualifications, classifications and requirements; to evaluate and determine employees' skill levels; to organize, discontinue, enlarge or reduce a department, function or division; to transfer, sell, relocate, or otherwise dispose of, in whole or in part, the Company's operations, or any part thereof, to combine departments or to separate a department and to assign or transfer employees to other departments or shifts as operations may require; to establish and change production standards, methods and facilities; to select, change, remove and install machinery and equipment; and to introduce new or improved methods or equipment or facilities.

Section 2. Reservation of Rights.

It is understood and agreed that any of the rights, power or authority the Company had prior to the signing of an initial Agreement are retained by the Company, except those rights which are specifically abridged, granted or delegated to others or modified by this Agreement.

Section 3. Non-waiver.

Neither the Company's failure to exercise any reserved right, prerogative or function, nor the Company's exercise of any right, prerogative or function in a particular way, shall constitute a waiver of the Company's rights.

Section 4. New or Changed Policies.

If the Company elects to implement a new or changed policy under the Management Rights Clause, the Company will give the Union no less than two (2) weeks' notice of a policy change and that Management will, upon request, meet and confer with the Union concerning such new or changed policy. Pursuant to the Management Rights Clause, any such new or changed policy must be reasonable. Any dispute concerning the reasonableness of a new or changed policy will be subject to the grievance procedure.

ARTICLE 6 - SUPERVISORS WORKING

Personnel excluded from the bargaining unit may continue doing bargaining unit work as they have done in the past. The Company agrees that personnel excluded from the bargaining unit will not be assigned to perform such work for the purpose of undermining the bargaining unit. Without limiting the foregoing, personnel outside the bargaining unit are permitted to perform such work in the following circumstances:

- a. experimental work;
- b. work performed for the purpose of instruction and training;

c. work required by conditions which, if not performed, might result in interference with operations, bodily injury or loss or damage to material or equipment;

d. work that is needed when a needed employee or employees are not immediately available when an unexpected happening occurs;

e. work that would be unreasonable to assign to a bargaining unit employee or which is negligible in amount; and

f. work which is incidental to supervisory duties on a job normally performed by a supervisor.

ARTICLE 7 - CONTRACTING OUT

The Company shall not contract out work for the sole purpose of eroding the bargaining unit. This provision is not to be interpreted as requiring the Company to perform production or maintenance work of a type not regularly and exclusively performed by its employees prior to the Effective Date of this Agreement. It is not the intent of this paragraph to restrict the Company's right to make contracting-out decisions based on economic or other practical considerations.

ARTICLE 8 - RESPONSIBILITIES OF THE PARTIES

Section 1. No Strike.

The Union agrees that during the term of this Agreement neither it nor its officers, agents, representatives, or members will authorize, instigate, cause, aid, sanction or take part in any strike, sympathy strike, work stoppage, sit down, stay in, slowdown, or other interruption or impeding of work.

The Union agrees that it and its officers shall make affirmative efforts to cease any violation of this Section.

Any employee who authorizes, aids or engages in any of the activity prohibited in this section may be discharged or otherwise disciplined by the Company and such discipline or discharge shall be deemed for just cause.

Section 2. No Lockout.

There shall be no lockout of employees by the Company during the term of this Agreement.

Section 3. Legal Remedies.

Nothing contained in this Agreement shall be construed to limit or restrict the right of the Company to pursue fully any and all legal and equitable remedies available under law in the event of a violation of this Article.

ARTICLE 9 - GRIEVANCE PROCEDURE

Section 1. Purpose.

It is the purpose of this Article to provide the procedure for the prompt and equitable resolution of all grievances against the Company.

Section 2. Grievance Steps.

A grievance is any dispute regarding the meaning, interpretation, or application of any provisions in this Agreement claimed by the Union or a bargaining unit member. The parties will make every effort to resolve disputes through discussions between the affected employee(s), Union representatives, and supervision. Grievances that are not resolved in conferences shall be handled in the following manner:

Step 1. An employee shall submit a grievance orally to his or her immediate supervisor within five (5) working days of the event giving rise to the grievance. If the grievance is not resolved within five (5) working days after submission of the Step 1 grievance, the grievance shall be deemed denied and the matter may then be submitted under Step 2.

Step 2. The employee or the Union must reduce the grievance to writing and submit it to a designated Company representative within ten (10) working days of the decision in Step 1. The written grievance shall **state**, in detail, the alleged violation of this Agreement with reference to the specific provision(s) of the Agreement relied upon, the remedy or correction to be desired, and shall be signed and dated by the grievant. The written grievance shall be discussed at a mutually convenient time between a Company representative and the designated Union representative within ten (10) working days of receipt of the written grievance. If the grievance is not resolved within ten (10) working days after submission of the Step 2 grievance, the grievance shall be deemed denied and the matter may then be submitted under Step 3.

Step 3. If a grievance is not resolved at Step 2, it must be appealed to a Step 3 hearing in writing by the Union within ten (10) working days after receipt of the Second Step response, or it shall be untimely. This meeting

(or teleconference) will be conducted within twenty (20) **working** days of the referral or at a mutually agreeable time and attended by a representative(s) of the International Union, the Chairman of the Grievance Committee and a representative(s) of the Company not involved in the earlier steps, (all of whom will be designated in writing to the other party). A concise summary will be kept of the Third Step discussion and shall be forwarded to the International Union representative within twenty (20) working days.

Step 4. The Union may submit the dispute to arbitration provided notice in writing of the intent to do so is given to the Company within ten (10) working days of the decision or deemed denial at Step 3. Following an arbitration demand, the parties shall have seven (7) working days to attempt to mutually agree on an arbitrator. If no mutual agreement is reached, within seven (7) working days, the party demanding arbitration shall request a panel from the Federal Mediation and Conciliation Service (FMCS), comprised exclusively of arbitrators who are members of the National Academy of Arbitrators. The parties must select an arbitrator within seven (7) working days of receipt of the panel. The grieving party shall strike first.

The arbitrator shall have no authority or jurisdiction to add to, detract from, or alter the terms and conditions of this Agreement. The decision of the arbitrator, within the limits herein prescribed, shall be final and binding on both parties to the dispute. The fee and expenses of the arbitrator, the court reporter, and the hearing location shall be borne equally by the Company and the Union. No other joint expenses shall be incurred except by mutual written agreement of the parties.

Notwithstanding any provisions of this Article to the contrary, it is agreed that at the request of either party a meeting shall be convened for the purpose of reviewing the positions of the parties with respect to any grievance appealed to arbitration. Such meeting, if requested in a timely manner, shall take place before the arbitration date is scheduled. The representative for the Union shall be the Staff Representative of the International Union assigned to the bargaining unit. Attendance at the meeting, other than those specified above, shall be by mutual agreement. It is the intent of the parties that the meeting shall result in a thorough exchange of positions and pertinent facts relied upon by each party to a dispute and/or a good faith effort to resolve the dispute prior to arbitration.

Section 3. Discharge Cases.

Cases involving discharge shall be filed in writing in Step 2 of the Grievance Procedure within five (5) working days after the decision of the Operations Manager, or designee, to convert a suspension to a discharge. The written grievance shall contain a statement of the facts, the Agreement provisions relied upon and the relief sought.

Section 4. Time Limits.

Any grievance not filed within the time limits specified in this Article shall be deemed waived and shall not thereafter be considered a grievance under this Agreement. Any grievance not appealed in any of the steps of the grievance procedure set forth in this Article within the time limits therein specified, shall be considered settled on the basis of the last decision made. Time limits shall be strictly construed and enforced unless extended by the express mutual agreement of the parties.

Section 5. Computation of Time.

Unless otherwise specified, time limits in this Agreement exclude Saturdays, Sundays and Holidays.

Section 6. Weingarten Rights.

Employees who are summoned to meet in an office with a supervisor for the purpose of discussing possible disciplinary action are entitled to be accompanied by a Union representative, if requested by the employee, provided such representative is then available, and provided further that, if such representative is not then available, the employee's required attendance at such meeting shall be deferred only for such time during that shift as is necessary to secure the attendance of an appropriate representative.

Section 7. Use of Prior Discipline

The Company in arbitration proceedings will not make use of any previous disciplinary actions against an employee who has a clean record for four (4) years following the date of his/her last infraction, except to refute any claim by the employee in a subsequent case that his/her record was clean during such period. This prohibition shall not apply to prior discipline involving violations of the Company's equal employment opportunity policies (including harassment), violation of the Company's substance abuse policy, infractions involving weapons or threatening bodily harm and/or striking another employee, member of supervision, or customer, or infractions that could cause personal injury or the intentional or negligent destruction of Company property or customer product. Employee absences of greater than two weeks do not count toward the time limits specified in this paragraph.

ARTICLE 10 - DISCIPLINE AND DISCHARGE

Section 1. Written Notice.

Any notice of disciplinary action, including discharge will be given or sent to the employee by certified mail, with a copy to the Union Grievance Committeeman. It is the responsibility of each employee to keep their current valid street address and telephone number on file with the Company.

Section 2. Hearing.

Management agrees that employees will not be peremptorily discharged. In the event an employee's conduct is such that discipline is justified, the employee must first be suspended for a period of not more than five (5) workdays, and during this period of suspension, the Company shall investigate the matter. The employee may ask for a hearing before the Operations Manager within five (5) calendar days. At this hearing, the employee may or may not be accompanied by a Local Union Representative as the employee may choose. After the hearing, or if no hearing is requested, the Operations Manager, or designee, will conclude in writing whether the suspension will be affirmed, converted to discharge, extended or revoked.

A grievance must be alleged within five (5) working days of the disposition by the Operations Manager, or designee, or it will be considered untimely and the discipline or discharge shall not be eligible for further appeal.

Minutes of the hearing shall be kept and given to the Union Representative following the hearing.

Grievances appealing discharge or suspension of more than five (5) days will be submitted directly to Step 2, Article 9 with the following time restrictions:

- 1) The grievance must be filed as described above (within five (5) working days of the disposition by the Operations Manager, or designee, or it will be considered untimely).
- 2) A Step 2 hearing will be heard within five (5) working days of the receipt of the grievance or at a mutually accepted time.
- 3) Minutes of the Second Step meeting will be made as soon as possible, but not later than ten (10) working days following the Second Step meeting.
- 4) If the grievance is not resolved in Step 2, it must be appealed within ten (10) working days of the receipt of the Second Step minutes.
- 5) Every attempt will be made to have the Arbitration Hearing within thirty (30) calendar days of the appeal and have the Arbitration decision within thirty (30) days of the hearing.

Section 3. Remedy for Improper Discharge.

Should it be determined by an Arbitrator in accordance with the Grievance Procedure, that an employee has been discharged or suspended unjustly, the Company shall reinstate the employee and pay forty (40) hours of straight time pay for each full

week of time lost at the hourly rate the employee was receiving as of the employee's last working day, plus any applicable bonus(es), but less any unemployment compensation and/or other remuneration received by the employee during the lost time period. In addition, any such employee will be paid the difference between the COBRA rate(s) paid to the Company and the contribution rate(s) that the employee was or would have been paying as an active employee.

ARTICLE 11 - RATES OF PAY

Section 1. Wages. Wage rates are set forth in Appendix A.

Section 2. Callback/Call-in Pay

In the event an employee is called back or called in to work after having already worked as required on his/her scheduled turn, such employee shall be paid for a minimum of two (2) hours of work. The two (2) hour minimum, as well as any additional hours worked, will be paid at one and one half (1 1/2) times the employee's regular rate of pay.

Section 3. Team Leaders

Die Set Leaders shall be paid Eighty Cents (\$.80) per hour in addition to their current regular rate of pay. Process Leaders shall be paid Two Dollars (\$2.00) per hour in addition to their current regular rate of pay. Machining Set Up Leaders shall be paid Eighty Cents (\$.80) per hour in addition to their current regular rate of pay. The Company shall have right to determine the number and identity of Die Set Leaders, Process Leaders and Machining Set Up Leaders. Team Leaders will not be required to function as statutory supervisors.

Section 4. Shift Differential

There will be a shift differential of Thirty-Five Cents (\$.35) per hour for second and third shifts.

Section 5. Allowance for Jury Service.

An employee who is summoned for jury service shall be excused from work on the days that the employee actually serves as a juror. Service, as used herein, includes required reporting to the courthouse when summoned, whether or not the employee is used as a juror. Such employee shall receive, for each day the employee would otherwise have worked, the difference between the pay the employee actually receives for jury service and an amount equal to eight (8) times his/her regular rate of pay. The employee will present proper proof that he/she actually served as a juror and the amount of any payments received (excluding expense reimbursements including mileage and parking) by reason of jury service. The employee will give the Company prompt notice of the fact that he/she has been summoned to serve as a juror. Where an employee is required to serve as a stand-by juror, the employee will telephone the Company as soon as the employee learns whether he/she will be required to report for jury service.

Section 6. Allowance for Bereavement Leave.

The Company shall grant up to three (3) consecutive working days off at eight (8) times the employee's regular rate of pay when the death of a Mother, Father, Spouse, Child, Grandchild, Sister, Brother, current Mother-in-Law, current Father-in-Law or Grandparent causes the employee to lose work days. For purposes of this Section, Mother, Father and Child, include step parents and step children. The days off must occur within seven (7) calendar days of the death and/or include the day of the funeral or service. Saturdays and Sundays shall be excluded except where the plant is scheduled to work or where the Company has instituted a four-turn operation.

The Company shall grant one (1) working day off, the day of the funeral, at eight (8) times the employee's regular rate of pay to attend the funeral of a current brother-in-law, current sister-in-law, current son-in-law, current daughter-in-law or grandparent of the employee's spouse.

ARTICLE 12 - HOURS OF WORK

Section 1. Scope.

This section defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week. This section shall not be considered as any basis for the calculation or payment of overtime, which is covered solely by Article 14.

Section 2. Normal Workday.

The normal workday for purposes of this Article shall consist of eight (8) hours; ten (10) hours; or twelve (12) hours of work. The Company will provide at least seven (7) days' notice before changing the normal workday.

Section 3. Normal Work Week.

The normal work week shall be forty (40) hours, except that employees who are working a regularly scheduled twelve (12) hour shift schedule may have a normal work week that ranges from thirty-six (36) hours to forty-eight (48) hours. The Company will make reasonable efforts, consistent with the needs of service, to permit employees who so request to take one Saturday off each month.

Section 4. Reporting Pay.

An employee who has been scheduled or notified to report for work and upon arrival at work finds no work available, shall be paid for two (2) hours at the straight time rate unless the Company notified the employee not less than two (2) hours before the scheduled starting time not to report for work. The Company shall not be liable for payment under this Section when failure to supply work is due to the employee, a work stoppage in connection with a labor dispute, breakdowns or other matters beyond the control of the Company.

An employee who has started to work on his/her regularly scheduled shift but is sent home due to lack of work before working two (2) hours, shall be paid at least two (2) hours at the straight time rate. The Company shall not be liable for payment under this section when failure to provide work is due to the employee or a work stoppage in connection with a labor dispute.

ARTICLE 13 - ASSIGNMENT OF WORK AND SENIORITY

Section 1. Assignment of Work.

The parties recognize that, to remain competitive, the Company must be able to assign work to employees in the most efficient manner and without the inefficiencies caused by rigid job classifications or Departments. Accordingly, employees shall continue to be required to perform assigned work, regardless of the employee's normally assigned responsibilities or Department.

There shall be only one job classification in each Department. Employees shall be paid negotiated wage rates based on their progression within the Department.

Section 2. Departments.

There shall be five (5) Departments within the bargaining unit, consisting

of:

- 1. Forging;
- 2. Processing;
- 3. Die Machining;
- 4. Production Machining (Including Pinbore); and
- 5. Maintenance.

Employees normally assigned to one Department may be assigned to perform incidental and periodic work in another Department. Employees in all Departments are required to perform preventive and corrective maintenance.

In addition to the foregoing Departments, the Company shall have the right to continue to employ Utility personnel to perform miscellaneous tasks.

Section 3. Lead Persons.

The Company shall have the right to promote employees to Lead Person at its sole discretion taking into account the employee's leadership skills, length of service and ability to fill in for other positions. Promotions to Lead Person require a personal interview and are limited to the number of available positions. The Company shall have the sole discretion to determine the number of Lead Persons, to create or eliminate Lead Person positions and to remove employees from Lead Person positions.

Section 4. Definition of Seniority.

Seniority, as used herein, shall be defined as length of continuous service in the plant.

Section 5. Evaluation of Ability and Qualification

In the evaluation of ability to perform the available work, the Company shall be the judge, provided that such evaluation shall be subject to review in the grievance and arbitration procedure, except that a junior employee may not challenge Management's decision in favor of a senior employee.

Section 6. Filling of Vacancies.

a. Current Positions and Shifts.

Employees shall not be displaced from their current positions or shifts based on the exercise of seniority by other employees. The exercise of seniority will be limited to the filling of vacancies, and priority in layoffs and recalls.

b. Filling of Vacancies.

Vacancies within a Department shall be posted for a minimum of three (3) working days. The bid shall specify the shift on which the vacancy exists. All bids must be submitted within the three-day posting period.

Employees shall be considered for such vacancies based on seniority, as defined above and on evaluation of ability and qualification.

Employees will be given a minimum of two (2) weeks to demonstrate the ability to perform the work. If Management determines that the employee does not have the ability to perform the available work, the employee shall be returned to the employee's former Department, shift and applicable rate of pay.

Employees who bid on a position in a different Department will receive the rate of pay of the Department to which they bid as determined by the transfer mapping.

Employees who bid on a position in a different department and successfully demonstrate the ability to perform the work may not bid on another vacancy for at least six (6) months from the date of transfer into their current role, except that employees who bump as a result of a layoff shall not be subject to this provision.

Section 7. Layoffs.

Layoffs and recalls shall be conducted initially within a Department. Where the Company decides to reduce the number of employees in a Department, the Company shall determine which employees are to be laid off in the Department pursuant to the following process:

- a) Voluntary Layoff. The Company will first solicit volunteers for a period not to exceed forty-eight (48) hours from the provision of notice to the bargaining unit. The Company will then decide at its discretion which, if any, of the volunteers are to be laid off based on seniority as defined above and on evaluation of ability and qualification. An employee on voluntary layoff must, immediately prior to the expiration of the employee's seniority, notify the Company and the Union that the employee wants to return to work. The employee was laid off.
- b) Involuntary Layoff. If there are an insufficient number of volunteers, the Company will then lay off employees on an involuntary basis, based upon seniority, as defined above and on evaluation of ability and qualification. Where the employees' ability and qualification to perform the available work is relatively equal, employees with lesser seniority will be laid off first. Employees who are involuntarily laid off by the Company shall have the right to displace the least senior employee in another Department, provided that the employee who seeks to displace has greater seniority, as defined above, than the employee he/she seeks to displace as well as the ability and qualification to perform the work available. The Company will continue at the time of layoff to validate employee contact information and advise employees to notify the Company of changes to contact information.

Section 8. Recall.

Employees shall be recalled on the basis of seniority, as defined above, and on evaluation of ability and qualification. Where the employees' ability and qualification to perform the available work is relatively equal, employees with more seniority will be recalled first. Employees may decline the opportunity for recall to a Department other than the Department from which the employee was laid off. Any employee who so declines shall not forfeit any rights to recall to the Department from which the employee was laid off. Such employees may remain on the recall list until such time as the employee's right to recall expires. The Company will not contest the right of employees to draw unemployment when they are laid off under the provisions of this Agreement.

An employee duly notified by the Company to return to work must return to work or shall be conclusively presumed to have voluntarily quit and waived all recall rights.

Section 9. Termination of Seniority

Seniority and the employment relationship shall be broken and terminated for any of the following reasons:

a. Discharge for just cause;

b. Voluntary quit;

c. Absence from work for any reason, including layoff, for a period in excess of two (2) years.

d. Absence from work for three (3) consecutive working days without prior notice to the Company;

e. Failure to report within five (5) working days of recall (excluding Saturdays, Sundays and Holidays) after receipt of overnight delivery notice sent to the employee's last address appearing in the Company records or receipt by the Company of notice that such letter is undeliverable; provided that the Company will, at the same time as such recall, provide the Union with the name(s) of employee(s) being recalled from layoff;

f. Failure to return to work at the termination of any Company authorized leave of absence, provided the employee has not requested and received an extension to such leave;

g. Engaging in other employment while on an authorized leave

h. Retirement; and,

i. Employment in a position excluded from the bargaining unit for ninety (90) days.

Section 10. Probationary Employees.

Newly hired employees hired after the Effective Date of this Agreement, including those hired after a break in continuity of service as provided in Section 8 above, will be regarded as probationary employees for the first ninety (90) calendar days of employment with the Company and will receive no continuous service credit during such period. During this probationary employment, employees may be laid off or discharged as exclusively determined by Management. Employees who complete ninety (90) calendar days of employment with the Company shall receive continuous service credit from their date of hire.

of absence;

Section 11. Military Service.

Nothing in this Article shall be construed as limiting the rights of employees serving or returning from service in the Armed Forces under Company policies and applicable law.

ARTICLE 14 - OVERTIME

Section 1. Definition of Terms.

a. The payroll week shall consist of seven (7) consecutive days. The current payroll week begins at 11:00 on Saturday Evening. The Company will provide thirty (30) days' notice of any change to the payroll week, and employees will not forfeit any overtime during a transition of payroll weeks.

b. The regular rate of pay, as used in Section 2 below, shall mean the hourly rate which the employee would have received for the work had it been performed during the non-overtime hours.

Section 2. Conditions Under Which Overtime Rates Shall Be Paid.

1. The rate of one and one-half $(1 \frac{1}{2})$ times the regular rate of pay shall be paid for hours worked in excess of forty (40) hours in a work week.

2. The rate of two (2) times the regular rate of pay shall be paid for all hours worked on Sunday.

3. Overtime payments shall not be duplicated for the same hours worked under any of the terms of this Agreement.

Section 3. Overtime Assignment.

Recognizing that the nature of the Company's operations requires overtime from time to time, it is agreed that being available for and performing overtime work, daily or weekly where needed, constitutes a part of the duties and responsibilities of any employee's job. If extensive overtime is required, the Company and Union will meet to discuss possible alternatives.

The parties recognize the need to allocate overtime in an efficient manner. Accordingly, overtime will be allocated as follows:

A. Weekend and Holiday Overtime.

1. Employees will be offered Weekend or Holiday overtime on a voluntary basis based on the rotation list within their Department.

2. If an insufficient number of employees volunteer to work the Weekend or Holiday overtime, Mandatory Weekend and Holiday overtime will then

be rotated within each Department. The rotation will be established by plant seniority order. Thereafter, the rotation will start with

a. the employee(s) who was/were last mandated to work Weekend or Holiday overtime on the most recent occasion when overtime was available, or

b. where no employee was mandated to work Weekend or Holiday overtime on the most recent time when overtime was available, the rotation will start with the next most senior employee in the rotation who did not have the opportunity to work overtime.

3. An employee who is absent on the day when voluntary Weekend or Holiday Overtime is offered shall be treated as having declined the overtime.

B. Weekday Overtime.

Weekday overtime shall be allocated as follows:

1. On a voluntary basis to the employee on shift already performing the same work on the same workstation (where applicable);

2. On a voluntary basis to the senior employee on shift in the same Department who is trained and capable of performing the available work in a safe and efficient manner;

3. On a voluntary basis to the senior employee on shift in the Plant who is trained and capable of performing the available work in a safe and efficient manner (provided that the employee has not refused voluntary overtime in the employee's own Department on that day);

4. On a mandatory basis to the employee on shift already performing the same work on the same workstation (where applicable).

C. Remedy for Errors in Overtime Assignment.

If it is determined that an employee was not given the opportunity to perform overtime work in accordance with the foregoing overtime allocation rules, then the exclusive remedy for any such violation shall be that the employee will be offered to perform the next available Weekend/Holiday or Weekday overtime (based on the overtime the employee should have received) for which the employee is trained and capable of performing in a safe and efficient manner.

Section 4. Calculation of Hours Worked for Purposes of Overtime.

Vacation, holidays, jury duty, bereavement leave and union business shall be considered time worked for overtime computations. Other than these exceptions, time that is paid for but not actually worked is not considered worked for overtime computations.

ARTICLE 15 - VACATIONS

Section 1. Eligibility

All full-time employees are eligible to earn vacation pay in accordance with the following provisions.

Section 2. Length of Vacation

a Newly hired employees who are hired after July 1 are not entitled to vacation in the year of hire.

b Newly hired employees who are hired before July 1 are eligible for 40 hours of vacation in the year of hire. Twenty-four (24) of these hours must be used during any announced shutdown periods.

c For employees hired in prior years, vacation is based on the employee's anniversary date.

1. In the calendar year in which the first through fourth anniversaries fall, the employee shall be eligible for 80 hours of vacation pay.

2. In the calendar year in which the fifth through fourteenth anniversaries fall, the employee shall be eligible for 120 hours of vacation pay.

3. In the calendar year in which the fifteenth or greater anniversary falls, the employee shall be eligible for 160 hours of vacation pay.

Section 3. Scheduling of Vacation

a Shutdowns

The Company shall have the right to require that up to 40 hours of vacation be taken during announced plant shutdowns. The Company shall not require any employee to take more than 40 hours of vacation during announced plant shutdowns during a calendar year.

b Scheduling of Vacations

Vacations will be granted, so far as practicable, at times most desired by the employees (employees with more plant seniority within the Department being given preference); provided, however, employees requesting a full week of vacation will be given preference over employees who request to use incremental vacation time.

The right to schedule vacation periods is reserved exclusively to the Company to ensure the orderly operation of the Plant, and the Company shall have the sole right to determine the number of employees permitted to be off on vacation at any one time. To facilitate vacation scheduling, employees will be permitted to submit vacation requests, in full week or single day increments, beginning on January 1. At the end of each week or as soon as practicable thereafter, the Company will review and decide whether to approve vacation requests submitted during that week. Approvals will be at the Company's sole discretion taking into account the operational needs of the business, provided that any such approvals shall be granted based on plant seniority within the Department among the requests submitted during a particular week. Once an employee's request has been granted, no other employee may bump such employee from his/her approved vacation week. Except as provided in Section 3(c) below, all vacation must be scheduled by March 1 of the vacation year.

- c Vacations in Single or Half-Day Increments
 - 1) Up to 80 hours of vacation may be taken in single or half-day increments with the approval of the Company; provided that no more than 40 of the 80 hours of vacation taken in single or half-day increments may be taken in half-day increments.
 - Notwithstanding Section (c)(1) above, employees with fewer than five (5) years of service may not take more than 40 hours of vacation in single or half-day increments.
 - 3) Employees who use vacation in half-day increments must work the remainder of the day on which the half- day of vacation is used.
 - 4) Employees must provide a minimum of two working days' notice of his/her request for vacation in single or half-day increments, except that employees may request single or half-days of vacation on the day of the vacation for purposes of emergency or unforeseen illness, based on the employee's amount of vacation eligibility, as follows:
 - a) Employees who have 160 hours of vacation time may request a combined total of eight (8) single or half-days of vacation on the day of the vacation;
 - Employees who have 120 hours of vacation may request a combined total of six (6) single or half-days of vacation on the day of the vacation;
 - c) Employees who have 80 hours of vacation may request a combined total of three (3) single or half-days of vacation on the day of the vacation.
 - Each request approved pursuant to sections (a) through (c) of this provision for a full day or a half-day of vacation shall count toward the employee's combined total. Thus, an employee with 80 hours of vacation who requests and is permitted to use three half-days of vacation without prior

notice has exhausted the employee's allotment under this provision.

- 5) All requests for vacation in single or half-day increments are subject to approval by the Company, taking into account the operational needs of the business and the number of employees on previouslyapproved vacation on the requested day.
- 6) Employees who take a pre-approved full day of vacation on a Friday or Monday will not, absent unusual circumstances, be required to work mandatory overtime on the weekend that is consecutive to that Friday or Monday. This provision shall not apply to vacation time taken without prior approval by the Company, nor will this be used to avoid scheduled or anticipated mandatory overtime.

Section 4. Amount of Vacation Pay.

Vacation pay will be calculated by multiplying the number of hours for which the employee is eligible times the employee's regular rate of pay.

Section 5. Pay in Lieu of Time Off.

Pay in lieu of vacation time is not permitted unless the Company, in its sole discretion, approves such a request.

Section 6. Vacation Carryover.

Vacation must be taken in the year in which it is earned. Employees may not carry over vacation unless the Company, in its sole discretion, permits an employee to do so. Employees will be paid for up to forty (40) hours of vacation unused by the end of the calendar year. Unused vacation, if any, in excess of forty (40) hours will be forfeited.

ARTICLE 16 - HOLIDAYS

Section 1. Recognized Holidays.

The Company will observe the following Holidays:

New Year's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	New Year's Eve

Pay for holidays when not worked shall be made to eligible employees for an eight (8) hour day at the employee's regular rate of pay. If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on Sunday, it will be observed on the following Monday. Upon the Union's request, the Company, at its sole discretion and taking into account business needs, may change the date that the third shift employees observe a holiday.

Section 2. Eligibility.

To be eligible for holiday pay, an employee must have completed thirty (30) shifts since being hired, performed work in the payroll period in which the holiday occurs, and work as scheduled or assigned on his/her last scheduled work day prior to and on his/her first scheduled work day following the holiday.

Section 3. Pay for Holidays Worked.

If an employee works on a holiday listed in section (1), he/she will be paid at two times the employee's regular rate of pay for all hours actually worked on the holiday, in addition to holiday pay.

Section 4. Holidays Occurring During Vacation.

If a Holiday occurs during an employee's scheduled vacation, he/she shall be paid for the unworked Holiday at the straight-time regular rate of pay and the employee will be permitted to use his/her remaining vacation day as a single day of vacation, consistent with the scheduling provisions of Article 15 Section 3 (VACATIONS).

ARTICLE 17 - LEAVES OF ABSENCE

Section 1. General.

A leave of absence is an excused absence without pay and without loss of seniority and shall be granted only at the discretion of the Company.

A leave of absence of up to thirty (30) days may, but not necessarily shall, be granted to an employee for personal reasons not covered by Sections 3, 4, or 5 of this Article. A leave of absence shall not be granted for the purpose of taking another job. No leave of absence or extension thereof shall exceed six (6) months.

Section 2. Return to Work.

An employee may return to work prior to the expiration of his or her leave by notifying the Company at least five (5) working days in advance of the day on which he or she desires to return. The Company reserves the right to require that any individual returning after a leave of absence be evaluated and cleared by physicians of the Company's choice.

Section 3. Military Leave.

Employees shall be granted military leave in accordance with Company policies and applicable law.

Section 4. Family and Medical Leave.

Employees shall be granted family and medical leave in accordance with Company policies and applicable law. The Company may require employees to exhaust all forms of paid leave concurrently with unpaid FMLA leave (except that an Employee does not have to use a vacation day for FMLA leave that occurs on a scheduled overtime day), provided that an employee who takes an approved FMLA leave may retain up to 40 hours of vacation time to be used for purposes of rest and relaxation during the same calendar year.

Section 5. Union Business.

The Company will permit up to two employees reasonable time off without pay for Union business, provided that it is consistent with operational needs of the Plant. The Union recognizes the need to maintain productivity, and commits that this provision will not be abused. Reasonable advance notice of the need for leave for Union business will be given by the Unit President.

ARTICLE 18 - SAFETY AND HEALTH

Section 1. General.

The Company and the Union will cooperate in the continuing objective of eliminating workplace accidents and health hazards. The Company shall make reasonable provisions for the safety and health of its employees during the hours of their employment and shall institute reasonable rules and regulations regarding such matters. The Company, the Union and the employees recognize their obligations and/or rights under existing federal and state laws with respect to safety and health matters. The Company shall provide adequate first aid for all employees during their working hours.

Section 2. Light Duty Work.

The Company reserves the right to provide, at its discretion, light duty work to employees suffering or recovering from occupational injuries or illnesses.

Section 3. Joint Safety Committee.

The Joint Safety Committee shall consist of six (6) members, three (3) appointed by the Company and three (3) appointed by the Union. The Joint Safety Committee shall meet monthly or at other mutually agreeable times. Attendance at safety meetings attended by the Union committee members on Company time shall be paid by the Company. Employees who are off shift at the time of meetings, but attend

the meeting, shall receive pay for the actual time spent attending the meeting. The parties recognize that the participation of salaried and bargaining employees who are not formally appointed to the Joint Safety Committee may be important to accomplish the objectives of the Committee. Accordingly, the Company may invite other personnel to attend safety meetings and the Union will encourage the meaningful participation of invited bargaining unit personnel.

Section 4. Personal Protective Equipment.

A.Uniforms

To the extent the Company requires employees to wear uniforms to work, the Company will provide such uniforms at no cost to the employees. Whenever such uniforms need replaced due to normal use or wear and tear, the Company will provide suitable replacements, provided the old uniform is returned. Employees who lose their Company-provided uniforms will be responsible for purchasing replacements. In cases where the vendor loses an Employee's uniform, the Employee shall not be responsible for purchasing a replacement.

B.Safety Eyeglass Allowance.

The Company will provide to employees who require prescription lenses an initial pair of prescription safety glasses. Whenever such glasses need replaced due to a change in prescription or normal use, wear and tear, the Company will provide suitable replacements, provided the old pair is returned to the Company. Employees who lose their Company-provided glasses will be responsible for purchasing replacements.

C.Safety Shoe Allowance.

The Company will provide each employee with a voucher redeemable for an initial pair of safety shoes from a Company-approved vendor. Whenever such shoes need replaced due to normal use, wear and tear, the Company will provide a voucher redeemable for replacements, provided that the old pair is returned to the Company. Employees who lose their Company-provided shoes will be responsible for purchasing replacements.

ARTICLE 19 - GROUP HEALTH INSURANCE

Section 1. Medical and Dental Coverage.

Employees shall become eligible for the Medical and Dental Plans, offered by the Company to the salaried staff at the Lebanon Plant sixty (60) days following the employee's date of hire. Qualified bargaining unit employees will be allowed to join and participate in such Plan(s) in the same manner as salaried employees at the Lebanon Plant and under the terms and conditions set forth in said Plan(s), or as subsequently amended, altered, and/or revised from time to time by the Company. Said coverage and benefits are also subject to the terms and conditions contained in any contracts between the Company and any insurance carrier, provider, or third party administrator. The Company shall have the right to change the third party administrator of the benefits. No Company action respecting said Plan(s) nor any dispute arising out of, under or relating to said Plan(s) shall be subject to the Grievance or Arbitration procedures under this Agreement.

Except as otherwise provided in this Agreement, the Medical and Dental benefits shall be the same for the bargaining unit and salaried employees at the Lebanon Plant.

Any change in coverage and benefits and/or any changes in contributions, premiums, deductibles or plan design which may occur in the Medical and Dental Group Insurance Plan(s) during the term of this Agreement will be applied to the bargaining unit employees on the date or dates that such changes become effective for the salaried employees at the Lebanon Plant.

Insurance charges are subject to a yearly review and any increases or decreases that may occur during the life of the Agreement will be applied to bargaining unit employees in the same manner as salaried employees to include employee contributions. The Company and the Union are committed to working together to control costs for the group benefit plans provided to bargaining unit employees. The Company agrees to meet with the Union prior to any increases in employee contributions for the Company's group benefit plans prior to implementation. The amounts established by the Company shall be communicated to the Union and shall not be subject to review under this Agreement's grievance procedure.

The Company will make minimum annual HSA contributions of \$500.00 (employee-only) and \$1,000.00 (all other tiers) only for those employees who elect coverage provided by the Company.

In case of layoff, termination or other cessation of active employment, Medical and Dental insurance coverage will be discontinued on the last day of the month in which the employee stops working. All other benefits terminate immediately upon cessation of active employment.

Section 2. Life Insurance.

The Company shall provide basic life and accidental death & dismemberment insurance in the amount of one times the employee's base salary. Such coverage is subject to the terms and limitations as set forth in the governing plan documents. For hourly employees, the term "base salary" shall be defined as 2,080 times the employee's regular rate of pay.

Section 3. Voluntary Coverage.

Employees shall be permitted to purchase the following types of insurance at the employee's expense:

Short Term Disability

Long Term Disability

Vision

Supplemental Life (Employee)

Life Insurance for Spouse

Life Insurance for Child(ren)

Personal Accident

ARTICLE 20 - RETIREMENT BENEFITS

Section 1. Company Contributions to 401(k) Plan

Company Monthly Contribution: Effective on the Effective Date of this Agreement, the Company will make monthly contributions on behalf of bargaining unit employees for each month in which the employee works at least 40 hours according to the following schedule:

For Completed Service of:	Company Contribution of:
0 to 4 Years	\$12.00
5 to 9 Years	\$24.00
10 to 14 Years	\$40.00
15 to 19 Years	\$60.00
20 + Years	\$80.00

Section 2. Company Matching Contributions to 401(k) Plan

For all employees, the Company will match 100% of voluntary employee contributions to the Company's 401(k) plan up to \$1,000.00.

ARTICLE 21 - ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties and expresses all obligations of, and restrictions imposed on, the Company during its term. No other benefits or obligations arising out of prior practice shall be binding upon the Company. This Agreement can be altered or amended only by a written agreement between the parties.

ARTICLE 22 - TERM

This Agreement shall be effective on or around September 2, 2019 but only if each of the following conditions have been met (1) the Transition Period pursuant to the secondment agreement entered into between Premier Forge and TDY in connection with the Transaction concludes; (2) 50%+1 of the bargaining unit Employees accept offers of employment with the Company, and (3) this Agreement is executed by both parties. This Agreement shall remain in full force and effect until 11:59 p.m. on August 30, 2024. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by certified mail not later than sixty (60) days nor more than ninety (90) days prior to August 30, 2024, or prior to any subsequent annual anniversary of said date that it desires to modify or terminate this Agreement. Notice shall be considered to have been given as of the date shown on the postmark.

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

Premier Forge Group	United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO- CLC
Bill Kerfin, Chief Executive Officer	Thomas Conway, International President
Greg Drane, Plant Manager	John Shinn, International Secretary Treasurer
	David McCall, International Vice President (Administration)
	Fred Redmond, International Vice President (Human Affairs)
	Ernest R. Thompson, Director, Dist. 8
	Christopher Ormes, Sub District Director
	Randy Pidcock, Staff Representative
	LOCAL UNION COMMITTEE:
	Kyle Spaulding, Vice President Local 1693
	Jason Hutchins, Unit President Local 1693-28
	Lee Allen Bridgewater, Committee

APPENDIX A -- WAGE PROGRESSION

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	2	\$	15.64	\$	16.03	\$	16.19	\$	16.51	\$	16.68	\$	16.96
	3	\$	16.51	\$	16.92	\$	17.09	\$	17.43	\$	17.60	\$	17.90
	4	\$	17.38	\$	17.81	\$	17.99	\$	18.35	\$	18.53	\$	18.85
	5	\$	18.25	\$	18.71	\$	18.90	\$	19.28	\$	19.47	\$	19.80
	6	\$	19.52	\$	20.01	\$	20.21	\$	20.61	\$	20.82	\$	21.17
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	3	\$	15.40	\$	15.79	\$	15.95	\$	16.27	\$	16.43	\$	16.71
	4	\$	15.90	\$	16.30	\$	16.46	\$	16.79	\$	16.96	\$	17.25
	5	\$	16.40	\$	16.81	\$	16.98	\$	17.32	\$	17.49	\$	17.79
	6	\$	17.30	\$	17.73	\$	17.91	\$	18.27	\$	18.45	\$	18.76
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	3	\$	17.60	\$	18.22	\$	18.40	\$	18.77	\$	18.96	\$	19.28
	4	\$	18.70	\$	19.92	\$	20.12	\$	20.52	\$	20.73	\$	21.08
	5	\$	19.80	\$	21.09	\$	21.30	\$	21.73	\$	21.95	\$	22.32
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APPENDIX B UNION SECURITY

The parties agree that, in the event that Kentucky law changes and union security agreements become permissible, the parties will implement the following union security provision in lieu of the current Article 3, Section 1 of the Agreement, as long as this language is compliant with applicable law:

Section 1. Union Membership.

It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Company in the unit which is the subject of this Agreement shall become members of the Union not later than the thirty-first (31st) calendar day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that effective from and after the thirty-first (31st) calendar day following the execution date of this Agreement, the continued employment by the Company in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of the Company prior to the date of this Agreement and who are not now members of the Union shall be conditioned upon those persons becoming members of the Union not later than the thirty-first (31st) calendar day following the execution date of this Agreement.

(A) The failure of any persons to become a member of the Union at such required times shall oblige the Company, upon written notice from the Union to such effect, and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person.

(B) The failure of any person to maintain his/her Union membership in good standing as required herein shall, upon written notice to the Company by the Union to such effect, obligate the employer to discharge such person.

The parties expressly agree that this union security provision shall take effect upon repeal of the Kentucky Right to Work Law. If the language of this union security provision has to be modified to comply with Federal and/or Kentucky law, the parties agree to meet within a reasonable period of time and make such amendments where appropriate. All remaining provisions of the Agreement will remain the same.