

AGREEMENT

Between

SYPRIS TECHNOLOGIES, INC.

and

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL UNION (AFL-CIO-CLC)
ON BEHALF OF LOCAL UNION 1693-25 DISTRICT 8

March 26, 2022

For Employees Represented by the United Steelworkers

At the Company's

2612 HOWARD STREET
LOUISVILLE, KY 40211

AGREEMENT

THIS AGREEMENT, dated as of March 26, 2022 is made and entered into by and between SYPRIS TECHNOLOGIES INC., A Delaware Corporation, (herein after 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) (herein after referred to as the "Union", OR "USW").

PREAMBLE

It is the intent and purpose of the parties to set forth herein the terms of agreement governing rates of pay, hours of work and conditions of employment to be hereinafter observed by the parties and to provide a procedure under which prompt and equitable adjustment of grievances shall be accomplished.

Table of Contents

AGREEMENT	2
PREAMBLE	2
ARTICLE 1 - PURPOSE & INTENT	4
ARTICLE 2 - RECOGNITION	4
ARTICLE 3 - SCOPE OF AGREEMENT	5
ARTICLE 4 - MANAGEMENT'S RIGHTS	6
ARTICLE 5 - UNION SECURITY AND CHECK OFF	6
ARTICLE 6 - FOREMEN WORKING	8
ARTICLE 7 - SAFETY	8
ARTICLE 8 - GRIEVANCE PROCEDURE	11
ARTICLE 9 - ARBITRATION	14
ARTICLE 10 - DISCIPLINARY SUSPENSION AND DISCHARGE	17
ARTICLE 11 - HOURS OF WORK	18
ARTICLE 12 - OVERTIME	20
ARTICLE 13 - NO STRIKE / NO LOCKOUT	24
ARTICLE 14 - PROBATION	25
ARTICLE 15 - SENIORITY	25
ARTICLE 16 - JOB BIDDING	26
ARTICLE 17 - SHIFT PREFERENCE	29
ARTICLE 18 - JOB TRANSFERS	29
ARTICLE 19 - LAYOFF AND RECALLS	31
ARTICLE 20 - LEAVES OF ABSENCE	32
ARTICLE 21 - HOLIDAYS AND HOLIDAY PAY	34
ARTICLE 22 - VACATION AND PAY	37
ARTICLE 23 - JOB CLASSIFICATIONS AND WAGE RATES	40
ARTICLE 24 - JURY SERVICE, FUNERAL PAY, & MILITARY PAY	40
ARTICLE 25 - MISCELLANEOUS	43
ARTICLE 26 - CONTRACTING OUT	45
ARTICLE 27 - DURATION OF AGREEMENT	46
"EXHIBIT A" - WAGE RATES & CLASSIFICATIONS	46
"EXHIBIT B" - OTHER FRINGE BENEFIT PROVISIONS	48
"EXHIBIT C" - INSPECTION CLASSIFICATION	51

ARTICLE 1 - PURPOSE & INTENT

Section 1: It is the purpose of the Parties to set forth herein the Agreement between the Parties covering rates of pay, hours of work and conditions of employment to be observed by the Parties with respect to the employees for which the Union has been certified by the National Labor Relations Board as the exclusive collective bargaining representative.

Section 2: By so doing, the Parties intend to promote the mutual interests of the Company and its employees, to facilitate the prompt and equitable settlement of grievances, and to facilitate the operation of the Company's manufacturing facilities at 2612 Howard Street, Louisville, Kentucky and any future expansion of present facilities on property within the vicinity of 2612 Howard Street in Louisville, Kentucky, under methods and procedures which will assure, to the fullest extent possible, economy and efficiency of operation, elimination of waste, and realization of maximum quantity and quality of production in an atmosphere of mutual respect and understanding to the end that there shall be no interruption or impeding of work during the life of this Agreement.

Section 3: It is the continuing policy of the Company and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, sex, age, religion, national origin, handicap, disabled veteran and veterans of the Vietnam era. It is also the continuing policy of the Company and the Union that all employees shall be provided a workplace free of harassment.

Section 4: The Company and the Union encourage the highest possible degree of friendly, cooperative relationships between their respective representatives at all levels and with and between all employees.

Section 5: The officers of the Company and the Union realize that this goal depends on more than words in a labor agreement, that it depends primarily on attitudes between people in their respective organizations and at all levels of responsibility. They believe that proper attitudes must be based on full understanding of and regard for the respective rights and responsibilities of both the Company and the Union. They believe also that proper attitudes are of major importance in the local plant where day-to-day operations and administration of the labor Agreement demand fairness and understanding. They believe that these attitudes can be encouraged best when it is made clear that Company and Union Officials, whose duties involved negotiation of this labor Agreement, are not anti-union or anti-company, but are sincerely concerned with the best interest and well-being of the business and all employees.

Section 6: The masculine gender, where appearing in this Agreement, shall be deemed to include the feminine gender.

ARTICLE 2 - RECOGNITION

Section 1: The Company recognizes the Union as the exclusive collective bargaining representative of the Company's employees at its manufacturing facilities at 2612 Howard Street, Louisville, Kentucky, and any future expansion of present facilities on property within the vicinity of

2612 Howard Street and for which the Union has heretofore been certified by the National Labor Relations Board in Case No. 9-RC-6239, namely: "All production and maintenance employees, including truck drivers, production checkers, and working supervisors, all tool and die shop employees, all maintenance electricians, pyrometricians and electrical apprentices, but excluding all office clerical employees, guards, and professional employees and supervisors as defined in the Act."

Section 2: The Union makes this Agreement in its capacity as the exclusive collective bargaining representative of such employees. The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by an employee or the Union of a violation by the Company of this Agreement. As the representative of the employees, the Union may process grievances through the grievance procedure, including arbitration, in accordance with this Agreement, or adjust or settle the same.

Section 3: The Company will provide the Union two glass enclosed bulletin boards for the posting of official Union notices and non-controversial matters for the information of its members and of the Union meetings, outings, and other matters of official Union business, as related to the employees covered by this Agreement. The Union agrees that bargaining unit employees shall not post circular, cards, or any type of posting on Company property other than on the Union bulletin boards.

Section 4: The term "employee" as used herein shall mean an employee of the Company working within the bargaining unit represented by the Union.

Section 5: It is the continuing policy of the Company and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, sex, age, religion, national origin, handicap, disabled veteran and veterans of the Vietnam era. It is also the continuing policy of the Company and the Union that all employees shall be provided a workplace free of harassment.

ARTICLE 3 - SCOPE OF AGREEMENT

Section 1: This Agreement, when accepted by the Parties hereto and signed by their respective duly authorized agents, represents the full and complete agreement between the Parties on all bargainable issues for the duration of this Agreement. This Agreement contains all the covenants, stipulations, and provisions agreed upon by the Parties and **neither of the Parties shall be bound by statements, understandings, practices or agreements not set forth herein.** It is understood and agreed, however, that the Agreement may be amended at any time by a Supplemental Agreement, mutually agreed to by the parties.

Section 2: **Unless incorporated in a Supplemental Agreement hereto, the waiver by either Party of a right contained in this Agreement shall not constitute or serve as a binding precedent in the future enforcements of the provisions of this Agreement and no grievance settlement accepted by the Parties shall represent or constitute a waiver of any right under or construction of any provision of this Agreement.**

Section 3: **Proposals** made by either Party with respect to changes in the basic labor Agreement and the discussions held with respect thereto shall not be used, or referred to, in any way during or in connection with the arbitration of any grievance under this basic Agreement.

ARTICLE 4 - MANAGEMENT'S RIGHTS

Section 1: Except to the extent expressly abridged or limited by a specific provision of this Agreement, the Company reserves and retains, solely and exclusively, all of its inherent rights to manage the business, as such rights existed prior to the execution of this Agreement.

Section 2: Such rights include but are not limited to Management's right to establish or continue policies, practices and procedures for the conduct of the business; the right to determine, and from time to time redetermine, the number, location and types of its operations and the methods, processes and materials to be employed; to change, curtail, or discontinue processes or operations or discontinue their performance by employees of the Company; to determine the need for and identity of suppliers and contractors; the right to sell, assign, transfer ownership in, or otherwise dispose of its interest in the facility covered by this Agreement, or any other portion of the Company's operations; to determine the number of hours per day or per week operations shall be carried on; to hire, select and determine the number and types of employees required; to assign work to such employees in accordance with the requirements determined by Management; to establish and change work schedules and assignments; to transfer, promote or demote employees; or to layoff, terminate or otherwise relieve employees from duty for lack of work or other reasons, to make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge or otherwise discipline employees for just cause, and otherwise, to take such measures as Management may determine to be necessary for the orderly, safe, and efficient conduct of the business. Notwithstanding the above, the Company agrees to meet with the Union prior to any policy changes.

ARTICLE 5 - UNION SECURITY AND CHECK OFF

A. Union Security

Section 1: The Company agrees that it will not interfere with, restrain or coerce any employee for the purpose of discouraging membership in the Union, or for the purpose of discouraging union activities not prohibited by this Agreement or by law. The Union agrees that neither the Union nor any of its officers or representatives will interfere with, restrain or coerce any employee for the purpose of encouraging membership in the Union.

Section 2: Notwithstanding Section 1 of this Article, or any provision of State or Federal Law that may appear to the contrary, no employee shall be required, as a condition of employment or continuation of employment, to do any of the following:

- A. Become or remain a member of the Union;
- B. Pay any dues, fees, assessments, or other similar charges of any kind or amount to the Union; or
- C. Pay to any charity or other third party, in lieu of these payments, any amount equivalent to or pro-rata portion of dues, fees, assessments, or other charges required by the Union.

B. Check-Off

Section 1: If an employee voluntarily elects to become a member of the Union and elects to execute a voluntary written dues deduction authorization, the Company will deduct from the pay of such employee, the regular Union dues and initiation fees and assessments as the Employee has authorized in writing. Said deductions will be deducted from the employee's paycheck on a weekly basis and forwarded to the International Secretary-Treasurer of the Union at the address authorized for this purpose. All checks will be made payable to "International Secretary-Treasurer, UNITED STEELWORKERS". An Employee may revoke the check-off authorization in accordance with the executed USW Check-off Authorization.

- 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.
- 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 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.
- D. If an overcharge is made in making payroll deductions for dues and initiation fees, the Union will be responsible for adjustment of such claim with the individual member and the individual member will hold the Company harmless for having wrongly made such deductions.

C. Indemnity Clause

Section 1: 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.

D. Non-Discrimination

Section 1: The Company and the Union agree that they will not discriminate against any employee because of his or her race, creed, color, sex, national origin, age, qualified mental or physical handicap, or any Veteran or because of any employee's participation in Union affairs as an officer, representative or member or any employee's refusal to participate in Union affairs. Whenever the masculine or feminine pronoun is used in this Agreement, it shall be deemed to mean either sex.

E. Political Action Fund

Section 1: The Company agrees that it will check-off and transmit to the Treasurer of the United Steelworkers of America Political Action Fund (hereinafter referred to as the "USWA-PAF"), voluntary contributions to the USWA-PAF from the earnings of those employees who voluntarily authorized such contributions on forms provided for that purpose by the USWA-PAF. The amount and timing of such voluntary contributions shall be as specified in such forms and in conformance with any applicable state or federal statutes.

The signing of such USWA-PAF check-off forms and the making of such voluntary annual contributions are not conditions of membership in the Union or of employment with the Company.

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 Employer for the purpose of complying with any of the provisions of this section.

ADDENDUM

If the Kentucky Right to Work Act, as set forth in KRS 336.130; 336.180; and 336.990 is repealed by the Kentucky State Legislature during the pendency of this collective bargaining agreement, then, in that event, the language in ARTICLE 5. UNION SECURITY AND CHECKOFF of the March 26, 2016 collective bargaining agreement regarding union membership and union dues checkoff will replace the language in this Article 5, Union Security and Checkoff.

ARTICLE 6 - FOREMEN WORKING

Section 1: Personnel excluded from the Bargaining Unit will not perform work consistently performed by Bargaining Unit employees, except as set forth herein. In **emergency conditions**, employees not covered by this agreement may perform such work as is necessary to address such conditions, including work normally performed by bargaining unit employees. For purposes of this article, **"emergency" is defined as an event or condition which can neither be anticipated nor postponed** and which, if not immediately addressed, will or could result in interference with operations, bodily injury, or loss or damage to property, material or equipment. Demonstration work performed for the purpose of instructing or training employees may also be performed by Non-Bargaining Unit employees. It is further understood and agreed that such employees may also perform experimental or developmental work, research, testing or any work that is inherent in the performance of the duties assigned to them by the Company. A clear violation of this Article 6 will result in pay equal to the time worked, being paid to the employee who was the lowest number of overtime hours to their credit on the applicable overtime roster such employee's straight time hourly rate.

ARTICLE 7 - SAFETY

Section 1: The Company will continue to make reasonable provisions for the safety and health of employees during the hours of their employment. The Company and the Union will cooperate in the continuing objective to eliminate accident and health hazards.

Section 2: Protective devices, wearing apparel and other equipment required to reasonably protect employees from physical and health hazards inherent in their jobs shall be purchased and provided by the Company. Necessary protective devices, wearing apparel and other equipment shall be as determined by management.

- A. The Company will provide, through a vendor of its choice and at no cost to the employee, standard prescription safety glasses for each active employee when such are required to be worn to perform the functions of that employee's job. Tinted lenses, up

to and including No. 2 shade, when the prescription from a qualified physician states clearly the non-elective medical need for such tinting and does not present a potential safety hazard to the employee, shall be included as standard prescription safety glasses. Standard prescription safety glasses broken or substantially damaged during the course of employment will be repaired or replaced by the Company.

- B. The Company will increase the annual safety shoe allowance benefit from \$225.00 per year to \$250.00 per year effective the first (1st) year of the Agreement toward the purchase and/or maintenance of safety shoes on the condition that such safety shoes must be kept in good repair and must be worn by employees at all times unless excused, in writing, by the Company. After purchase of the safety shoes, employees may use the balance for the purchase of shoestrings, insoles, socks, or toe protectors.
 - 1. The annual allowance will be paid to the employee's choice of one of two approved vendors. Before announcing approved vendors, the Company will consider vendor recommendations made by the Union. The annual allowance will be available for shoes purchased during the months of January and February of each year for employees who are active employees on January 1 and who worked at least 500 hours in the preceding year.
 - 2. As an exception to the above, in the event that an employee who is otherwise eligible is on layoff or a Leave of Absence on January 1, such allowance will not be available until that employee returns to active employment without loss of seniority. In such cases, the employee will be permitted to purchase shoes from the selected vendor during the thirty (30) day period following his return to active employment. No employee will be entitled to payment of more than one (1) annual allowance during any calendar year.

Section 3: The Company shall continue to establish and enforce reasonable plant wide safety rules.

Section 4: A Joint Safety Committee shall be maintained at the plant. No more than one (1) employee per shift may be a representative of the Union Safety Committee. Time consumed on authorized committee work by Union Safety Committee members shall be considered as hours worked to be compensated by the Company.

- A. The Joint Safety Committee shall hold monthly meetings at a time determined by the Committee. In the discharge of its functions, the Safety Committee shall consider existing practices relating to safety, formulate suggested changes in existing practices, and recommend the adoption of such changes. Minutes of the Joint Safety Committee meetings shall be prepared by the Company and a copy of same shall be given to the chairman of the Union Safety Committee. The Company will provide the chairman of the Union Safety Committee with copies of all accident investigation reports involving Bargaining Unit employees of the Company.

B. At least once (1) each month a joint inspection of safety and health conditions shall be made in the plant. The purpose of the plant inspection shall be to observe such safety and health activities as, but not confined to:

1. Housekeeping
2. Safe practices
3. Environmental control
4. Personal hygiene
5. Protective equipment, First Aid stations, and fire equipment

Section 5: First Aid facilities and qualified First Aid personnel, who are employees of the Company, shall be provided by the Company, to maintain adequate First Aid for all employees in the plant.

Section 6: If an employee's assigned work involves an unusual and immediate danger to his personal safety beyond that which is inherent in the operations, as a result of the Company's noncompliance with **Section 1 of this Article**, the employee shall have the right to discuss such matter with his immediate supervisor or Union Safety Committeeman. If the hazard is not remedied or the employee is not relieved from such assigned work, the employee may apply for relief from the job without loss of his right to return to such job or jobs and be assigned other available work in the plant until the dispute is resolved. The employee may file a written statement of his contentions for consideration by the Union Safety Committee or at the employee's option with the Production Supervisor. If such statement is filed with the Production Supervisor, it shall be considered and processed in accordance with the procedures of the **ARTICLE 8 GRIEVANCE PROCEDURE**, beginning at **Step 1**. Procedural recognition of an employee's complaint shall not be construed as establishing its merits. This section shall not justify or mitigate a refusal to perform the assigned work unless the assigned work, in fact, involves an unusual and immediate danger to the employee's personal safety beyond that which is inherent in the operation.

Section 7: Before any employee is assigned to operate any machinery or equipment which is unfamiliar to the employee, suitable training will be provided to reasonably ensure proper and safe operation of such machinery or equipment. The Company and Union agree that within ninety (90) days after the ratification of this Agreement, **the parties will meet and establish a training schedule for all job classifications**. Should the local parties not be able to come to an agreement, all open issues shall be moved up to the negotiating chairpersons for resolution.

Section 8: The Company shall provide rest rooms and locker facilities. These facilities will be checked daily, cleaned as necessary, and kept in repair. The Main Locker Room will be cleaned Monday through Friday and when a full department is scheduled to work.

Section 9: No employee shall be required to work alone on an inherently hazardous job beyond the regular and periodic observation of other person(s).

Section 10: Where the Company is currently using chemicals, solvents, and compounds, or when new chemicals, solvents, or compounds are to be introduced, the Company shall inform the employees what hazards, if any, are involved, and what precautions are to be taken to ensure the safety

and health of the employees. The Company will make available a copy of the applicable form to the chairman of the Union Safety Committee.

Section 11: When any branch of the federal, state, county, or city government conducts a safety and health inspection or test in the 2612 Howard Street, Louisville, Kentucky Plant manufacturing facilities, either regularly or at the request of the Union or Company, the following procedure shall be followed: The Union shall appoint in advance, safety representatives and alternates for the purpose of this section. As soon as the Company knows that an inspection or a test is to be made in the plant, the appropriate designated Union Safety Representative or alternate shall be promptly notified and may accompany the inspector(s) to an area of the plant where the inspections are to be made or where the test is to be taken. Time consumed by the one Union Safety Representative accompanying the inspector(s) shall be considered as hours worked to be compensated by the Company.

- A. Upon request of the Union Safety Committee chairman, the results of such an inspection or test will be given by the Company to the chairman of the Union Safety Committee.
- B. The Company shall also furnish to the Union, copies of all official reports directly relating to safety and health of Bargaining Unit members submitted by the Company to any agency of local, state or federal government.

Section 12: Within a reasonable time after the execution of this Agreement, the Company will post departmental safety rules and practices applicable to individual departments.

ARTICLE 8 - GRIEVANCE PROCEDURE

A. Scope

Section 1: Complaints or disputes concerning alleged violations of, non-compliance with, or the interpretation or application of specific provisions of this Agreement, but not including any requested changes in or additions to this Agreement, may be considered as grievances.

Section 2: It is understood and agreed, however, that any employee may discuss any problem or complaint with his Production Supervisor on an informal basis, with or without his certified Union representative, at the option of the employee.

Section 3: Grievances shall be settled as rapidly as possible in accordance with the following procedure and there shall be no interruption of work as a result thereof.

B. Procedure

Step 1: An employee, who has a grievance, as defined above, shall present the grievance in writing to his Foreman on an agreed form within five (5) days, after the incident that caused the grievance. The grieving employee's Foreman will discuss the grievance with the employee and his certified grievance representative within five (5) days after receipt of the grievance. Either party may request, at the expense of the requesting party, such employee witnesses as may contribute to an equitable resolution of the grievance. The

Production Supervisor will give his written answer to the Local Union within five (5) days thereafter, by mail or by delivery to the grievance representative who signed the grievance.

Step 2: If the Production Supervisor's answer is unsatisfactory to the employee and the Union, a written appeal signed by a member of the Grievance Committee shall be filed within five (5) days thereafter. The appeal form shall be filed with the appropriate management representative designated by the Company. The appeal will be discussed in a meeting of the designated management representative, or if necessary, a substitute representative, with a member of the Union Grievance Committee within seven (7) days after receipt of the appeal. Additional members of the Grievance Committee and management representatives may participate, if needed to expedite an early and equitable settlement. The Company's written answer will be given to the Local Union not later than seven (7) days after such meeting. Either party may introduce, at its expense, at such meeting any employee whose knowledge of the matter may contribute to a speedy and equitable solution of the problem.

Step 3: If the management representative's answer is not satisfactory to the Union, a written appeal notice may be filed by a member of the Local Union Grievance Committee to the Company's Human Resources Manager (or his designee) within ten (10) days thereafter. A meeting shall then be scheduled for the earliest date of mutual convenience of the Parties, but in no case more than ten (10) days after the date of the appeal, unless otherwise mutually agreed by the Parties. The Human Resources Manager and/or his/her designated representative or representatives will meet with the representative or representatives of the International Union and such employee representatives as may contribute to a prompt and equitable settlement. The Company's written answer will be mailed to the appropriate representative of the International Union within thirty (30) days following such meeting. The Parties may mutually agree in writing to extend the thirty (30) day period. If the Company's answer is not transmitted to the Union in accordance with the foregoing, such grievance will be automatically awarded without precedent.

C. Appeal to Arbitration

Section 1: If the Company's answer in Step 3 is unsatisfactory to the Union, the International Union shall submit a written appeal for arbitration, under the provisions of the Arbitration article of this contract.

D. General Principles

Section 1: The Union will certify to the Company in writing those Company employees who have been elected as Local Union officers or as Grievance Committeemen (not to exceed three (3) or to act for the Local Union in dealing with the Company, and the International Union representative who is designated to service this Agreement and any changes in such officers, committeemen, or representatives. The Local Union President (if a Company employee) or, in his absence, the Local Union Vice President (if a Company employee) will be recognized as a member of the Grievance Committee whether or not elected to serve in a dual capacity.

Section 2: All grievances and grievance investigations shall be handled during breaks, the lunch period or before and after work. For suspensions and terminations, a steward shall be afforded up to thirty (30) minutes time, after notification to their Supervisor, to meet with the affected employee before he/she leaves the facility. All grievance meetings will be held at a time mutually agreed to by the parties.

Section 3: It is understood and agreed that the time limits set forth in this Article for filing, appealing and answering grievances shall be exclusive of Saturdays, Sundays and holidays and that a grievance that is not filed or appealed within such prescribed time limits shall be considered settled and shall not be processed in any subsequent steps of the grievance and/or arbitration procedure. Any such time limits may be extended by mutual agreement of the Parties' representatives who are involved at the particular step of the grievance procedure. Such extension shall be made by initialed notation on the appropriate grievance form or by such other method as may be selected to make the extension a matter of record. It is further understood and agreed that a grievance that is not answered by the appropriate Company representative in **Step 1** or **Step 2**, within the prescribed (or extended) time period shall be considered as having been automatically appealed to the next higher step without formal appeal. Any such automatic appeal will be confirmed by the Union in writing on request.

Section 4: It is agreed that a complaint arising out of actions taken or not taken prior to the date of this Agreement is not subject to processing under the grievance or arbitration procedure set forth herein, except grievances that have been submitted in writing prior to the effective date of this Agreement. Such previously filed grievances shall continue to be processed in accordance with applicable provisions of the prior agreement under which the grievance was filed.

E. Suspension of Grievance Procedure

Section 1: If this Agreement is violated by the occurrence of a strike, work stoppage, or other interruption or impeding of work, the Company shall not, under any circumstances, be required to process any grievance at **Step 2** or above or any grievance concerning employees involved in the violation while such violation continues. Time limits as to any grievance which the Company elects not to process shall be frozen until termination of such violation or, if earlier, such time as the Company notifies the Union that it is prepared to resume processing of such grievances. Time limits as provided elsewhere in the Agreement shall continue to be applicable to all other grievances.

F. Waiver of Grievance Procedure

Section 1: Notwithstanding the procedure set forth in this Agreement, any grievance may be submitted to arbitration at any time by agreement of the Parties.

G. Access to the Plant

Section 1: The representative of the Union who customarily handles grievances in **Step 3** shall have access to the plant, subject to the established rules of the plant, at reasonable times to investigate grievances with which he is concerned.

H. Union Stewards

Section 1: When the Local Union so decides, stewards may be designated by the Local Union to aid the Grievance Committee. No more than one (1) steward may be authorized on any specific shift. The Local Union will provide the Personnel Department with a list of stewards during the first month of this Agreement and whenever there are changes in Steward assignments.

Section 2: A steward's activities shall be subject to the following considerations:

- A. The steward's functions shall be limited to the handling of grievances in Procedural **Step 1**, within the area of his stewardship assignment.
- B. If, as the result of leaves of absence granted under **ARTICLE 20 LEAVES OF ABSENCE** for attendance at the annual Union-sponsored school or Union conventions or as the result of plant shutdown, a majority of the Grievance Committeemen are absent from the plant, the Company will extend the time limits for the filing or appeal of grievances, not required to be filed or appealed prior to the commencement of such period of absence, and the holding of any grievance meetings, from the date of commencement of such period to a date five (5) days subsequent to the termination of such period of absence; provided the Local Union so requests in advance and in writing, specifying the commencement and termination dates of the period of extension desired. It is understood that any period during which an extension is granted under this provision shall be excluded in determining the amount of any Company liability for back pay.

ARTICLE 9 - ARBITRATION

A. Scope

Section 1: A grievance, as defined in the Grievance Procedure, which the parties are unable to settle under the Grievance Procedure, may be submitted to arbitration in accordance with this Article.

Section 2: The discussion or processing of a grievance in the procedure set forth in **ARTICLE 8 GRIEVANCE PROCEDURE**, or elsewhere in this Agreement, shall not serve as evidence of arbitrating. Grievances may be submitted to arbitration by the Union after the grievance procedure has been exhausted, subject to the following principles and procedures.

Section 3: If a question arises as to the arbitrability of a dispute, the appropriate representatives of the Parties shall meet in an attempt to reach agreement as to the arbitrability of the dispute or as to the submission of that question (arbitrability) to an arbitrator.

Section 4: The arbitration hearing shall be held at a place mutually agreed upon by the Company and the Union. If the Company and the Union do not reach an agreement on the place at which the arbitration hearing is to be conducted, the arbitrator shall select a neutral place in Louisville, Kentucky, for the hearing.

B. Procedure – Standard Arbitration

Section 1: Except as provided in **Part C Procedure – Expedited Arbitration** below, if a grievance is to be referred to arbitration, the Union shall submit a written appeal to the Federal Mediation and Conciliation Services (FMCS), for arbitration under its voluntary labor arbitration rules, within thirty (30) days after receipt of the Company's answer in Step 3 of the Grievance Procedure. A copy of this appeal shall be transmitted to the Company at that time. The Parties may agree in writing to extend the thirty (30) day period.

Section 2: The FMCS shall provide a list of nine (9) qualified arbitrators who have had training or experience in the subject of the dispute in question. The Parties shall select one by alternately striking a name from the list until one (1) name remains. The Parties will alternate in the deletion of the first name from such lists.

Section 3: The Parties agree to join in a written stipulation defining the issue or issues to be decided by the Arbitrator, or otherwise formulate the method of presenting the issue to the Arbitrator. More than two (2) grievances may be submitted to the same Arbitrator if a multiple submission is agreeable to both Parties.

Section 4: The arbitration hearing shall be scheduled for a date as soon as mutually agreeable and, whenever possible, within ninety (90) calendar days of the date that the Arbitrator is selected by the Parties.

C. Procedure – Expedited Arbitration

Section 1: In order to provide prompt and efficient arbitration of certain types of routine grievances, the Parties agree to the following expedited labor arbitration procedure. Routine grievances which may be considered under this procedure are grievances which do not involve:

- A. "Procedural questions", such as arbitrability or due process;
- B. Discharge or involuntary termination;
- C. Alleged discrimination, in violation of **ARTICLE 1 PURPOSE AND INTENT** of this Agreement;
- D. A total job classification;
- E. More than Eighty (80) hours of base pay as potential redress; or
- F. A "continuing" violation.

Section 2: If a routine grievance is to be referred to expedited arbitration, the Union shall submit a written appeal for such arbitration to the Company's Personnel Manager within ten (10) working days following receipt of the Company's answer in Step 3 of the grievance procedure.

Section 3: Within fourteen (14) calendar days following the receipt of the appeal, the Company will either advise the International Union of the unacceptability of the use of this expedited arbitration procedure for the grievance or will forward the Union's appeal to the FMCS, for expedited arbitration.

Section 4: The Parties agree to promote the use of this expedited arbitration procedure in the arbitration of unresolved routine grievances. The Parties further agree not to unreasonably withhold routine grievances from the expedited arbitration procedure in a manner which would have the effect of defeating the purpose of the procedure.

Section 5: When expedited arbitration is mutually agreed to by the Parties, the following hearing procedures and rules shall apply:

- A. Within thirty (30) days after signature of this Agreement, the Parties will obtain from the FMCS a list of fifteen (15) arbitrators. The Parties shall then select five (5) by alternately striking a name from the list until five (5) names remain. If, during the term of this Agreement, the panel of five (5) becomes exhausted, the Parties shall in the same manner select a second panel of arbitrators to hear routine grievances arising thereafter. During the term of this Agreement, the Company will delete the first name from the first list. The Parties will then alternate in the deletion of the first name from any subsequent lists.
- B. The arbitrator will be designated and appointed from the panel by the FMCS
- C. No arbitrator on the panel(s) may hear more than three (3) grievance issues at one time nor more than six (6) grievance issues during the term of this Agreement.
- D. The FMCS will coordinate and fix a mutually convenient time for the holding of the hearing, preferably within fourteen (14) calendar days following the date of receipt of the appeal by the FMCS. Notice of the time and place of the hearing will be given by the FMCS to the Parties at least seventy-two (72) hours in advance. Such notice may be given orally.
- E. The hearing will be informal. No post-hearing brief will be filed and no stenographic record will be taken of the proceeding. A short written opening statement may be submitted to the arbitrator, at the beginning of the hearing, by either Party.
- F. The presentation of the case before the arbitrator shall be made by a member of the Company's Personnel Department and by the President of the Local Union or a certified member of the Union Grievance Committee.
- G. Unless otherwise provided, the proceedings will be held under the FMCS Expedited Labor Arbitration Rules.
- H. The arbitrator may issue a bench decision at the hearing but in any event shall render his written decision within ten (10) calendar days after the conclusion of the hearing. The written decision shall include a brief explanation of the basis for his conclusion.

- I. The decision of the arbitrator shall not constitute or serve as a binding precedent in the future enforcement's of the provisions of this Agreement and no decision of the arbitrator shall represent or constitute a waiver of any right under or construction of any provision of this Agreement.

D. Duties of the Arbitrator

Section 1: It shall be the duty of the arbitrator to hear and render decisions on disputes within his jurisdiction certified to him in accordance with the terms of this Agreement. The arbitrator shall regard the provisions of this Agreement as the sole and complete mutual understanding governing the relationship of the Parties. The arbitrator's function is to interpret and apply the specific provisions of the Agreement and to decide cases of violation of or noncompliance with those provisions.

Section 2: The arbitrator shall not supplement, enlarge, diminish or alter the scope or meaning of the Agreement or of any provision therein, nor entertain jurisdiction of any subject not covered thereby.

Section 3: An arbitrator shall not take jurisdiction of any dispute or grievance arising prior to the date of this Agreement, except as specifically provided elsewhere in this Agreement.

Section 4: Whenever the Arbitrator may determine that the subject of a dispute is, or a decision or award thereon would be beyond the arbitrator's jurisdiction or would contravene this Section, he shall dispose of the case by reducing such determination to writing and refer the matter back to the Parties without opinion or recommendation on the merits of the case.

E. Finality of Awards

Section 1: The decision and award of the Arbitrator shall be final and binding on the Parties.

F. Cost of Arbitration

Section 1: The compensation and expenses of the Arbitrator shall be borne equally by the Parties. The compensation and expenses, if any, of witnesses or other participants in an arbitration hearing shall be borne by the Party requesting their presence.

ARTICLE 10 - DISCIPLINARY SUSPENSION AND DISCHARGE

Section 1: The Company agrees that in the exercise of its right under **ARTICLE 4 MANAGEMENT'S RIGHTS**, it will not peremptorily discharge an employee, or impose a disciplinary suspension in excess of five (5) working days, but that in all instances in which the Company may conclude that a regular employee's conduct may justify discharge or a disciplinary suspension in excess of five (5) working days, the employee shall first be suspended for not more than five (5) days. The employee and the appropriate Grievance Committeeman shall be notified promptly by the Company of the suspension and the probable disciplinary action to be taken.

Section 2: During the period of initial suspension, the employee shall have a hearing at **Step 2 of the Grievance Procedure** with a member or members of the Grievance Committee present; however, in circumstances when the employee cannot be present, such hearing will be held with a member or members of the Grievance Committee. At such hearing, all the facts and records concerning the case shall be made available to both parties. A written answer from said hearing will be given to the appropriate committeeman within two (2) normal working days after the hearing.

Section 3: If the suspension is sustained, extended or converted into discharge, the employee may at any time within five (5) days after the filing of the Company's written answer allege and present a written grievance, to be handled in accordance with Article 8 of the grievance procedure, and which shall be introduced at Step 3 of that procedure.

Section 4: In the event that a grievance concerning a disciplinary suspension or discharge proceeds up to and including arbitration and if the final decision of the Arbitrator results in a modification of the penalty, the employee shall receive compensation for time lost from work in accordance with the modified penalty in such amount as the Arbitrator may deem necessary to give proper redress under the circumstances, including consideration of any Worker's Compensation, Short-term Disability, or Unemployment earnings received by the employee during the period of such lost time.

Section 5: If, after having been cited for a specific violation, an employee goes for a period of eighteen (18) working months without a subsequent violation of the same nature, the record(s) of such violation will be removed from the employee's file. Absences of less than sixty (60) days will not serve to extend the eighteen (18) working month period.

Section 6: It is understood and agreed that the provisions of this Article do not apply to probationary employees.

Section 7: If an employee is not disciplined within fifteen (15) days of the Company's knowledge of an occurrence, thirty (30) days in cases of absenteeism, the Company will withdraw the discipline from the file.

ARTICLE 11 - HOURS OF WORK

A. Scope

Section 1: This section is intended to define the standard hours of work and shall not be construed either as a guarantee of hours per day or per week.

Section 2:

- A. The "workweek" and payroll period shall be the period of time from 10:30 P.M. Sunday to 10:30 P.M. the following Sunday.
- B. A "workday" is the twenty-four (24) hour period beginning with the start of the employee's regular shift.

C. For the purpose of this section, the normal starting and quitting times for employees:

1. Monday through Friday
 - a. Straight eight (8) hour workday shall be:
 - i. 6:30 a.m. to 2:30 p.m.
 - ii. 2:30 p.m. to 10:30 p.m.
 - iii. 10:30 p.m. to 6:30 a.m.
 - b. Not on the straight eight (8) hour workday shall be:
 - i. 6:30 a.m. to 3:00 p.m.
 - ii. 3:00 p.m. to 11:30 p.m.
 - iii. 10:00 p.m. to 6:30 a.m.
 - c. It is understood that the third (3rd) shift employees shall begin their workweek on Sunday and end on Friday morning.
2. Weekend
 - a. The normal starting and ending times for weekend work will be the same as the normal starting and ending times for Monday through Friday and may be moved forward or backward for weekend overtime work up to two (2) hours, with mutual agreement of the parties.

Section 3: The Company may change the number of days worked in a workweek and workday shift schedule time and, in such an event, shall notify the grievance committee. The Company expects eight (8) hours work for eight (8) hours pay. Any permanent change of one (1) hour or more from current practice will be bargained with the Union Committee.

Section 4: The term "regular straight time hourly rate" as used in this Agreement is hereby defined for an employee as his/her current hourly rate.

B. Reporting Time

Section 1: An employee who reports for work on time in accordance with his normal work schedule shall receive a minimum of the equivalent of four (4) hours of straight time pay at his regular base rate of pay, unless the Company made reasonable efforts to notify him not to report, and provided he is ready, willing and able to accept available work, as assigned by the Company. This provision shall not apply in the event that:

- A. Strikes, work stoppages in connection with labor disputes, breakdown of equipment, a lack of and/or failure of utilities or essential facilities, Acts of God or any circumstances beyond the control of the Company, interfere with work being provided; or
- B. An employee was absent at the time he would otherwise have been notified not to report;
- C. An employee is not put to work or is released from work after having been put to work either at his own request or due to his own fault or
- D. An employee was scheduled in advance to report for work solely for the purpose of an investigation, which could and does result in disciplinary suspension.

Section 2: In the event an employee at his own request or for his own convenience, requests, and is permitted to be released from work prior to having completed four (4) hours on such work as is made available to him, he will be paid only for the time he actually worked.

Section 3: Unworked hours for which payment is made under this Article will not be counted as hours worked for purposes of overtime computation even though payment is made for such hours.

C. Call In Time

Section 1: An employee who is called back to work after having completed his regular shift and having left Company property will be paid a minimum of four (4) hours at the applicable overtime rate.

Section 2: This provision shall not apply to an employee who is called in prior to his regular shift and works continuously into such regular shift, or if the work is a continuation of his regular shift.

Section 3: Hours that are paid for but not worked under this Article shall not be counted as hours worked for purposes of overtime.

Section 4: All employees covered by this Agreement shall be allowed:

A. Breaks

1. Two (2) ten (10) minute breaks during each workday
 - a. One (1) during the first half of the work shift
 - b. One (1) during the second half of the work shift

Such breaks shall be considered and counted as time worked for the purpose of wage payment. It shall be the prerogative of the Company to designate the times when employees shall take their breaks, and the Company may stagger such times as between groups of employees or individual employees; it being understood that the Company is not required to allow all employees, or any group of employees, or any certain employee, to take their break at exactly the same time. **Employees are expected to be back at their workstation and working at the end of their break period.**

B. Lunch

1. Straight eight (8) hour workday shall be:
 - a. 15 minute paid lunch period
2. Not on the straight eight (8) hour workday shall be:
 - a. 30 minute unpaid lunch period

ARTICLE 12 - OVERTIME

A. Scope

Section 1: The Company shall have the right to require overtime work. When the Company schedules mandatory daily overtime, employees will be given notice prior to the end of their shift to

begin the overtime on their next workday. Exceptions to this provision may be due to a vacancy due to an employee calling off prior to the start of his or her shift, or other unforeseen circumstances.

Section 2: When overtime work is going to be performed on the sixth (6th) or seventh (7th) day of the workweek, the Company will attempt to notify those employees of such overtime work by posting a notice of those employees scheduled to work by noon on the preceding Wednesday. Any employee not so notified shall not be required to work the needed overtime, as set forth, below, unless the reason for late notification is due to customer order requirements. It is further agreed that the Company will post weekend overtime on Monday of each week to seek volunteers. If the company cancels posted weekend overtime after 12:00 Noon Friday, then it will be considered worked weekend overtime for the purposes of Article 12 – OVERTIME C. Procedure Section 6.

Section 3: In no event shall there be pyramiding of overtime and/or premium pay.

Section 4: Time and one-half (1.5 times) shall be paid for time worked in excess of eight (8) consecutive hours or time worked in excess of forty (40) straight time hours in any one (1) workweek.

Section 5: Work performed on Saturday shall be paid for at one and one-half (1.5 times) the straight time rate provided the employee has not failed to report for work scheduled during the workweek in which the Saturday overtime was worked.

Section 6: Double time (2 times) an employee's regular rate of pay will be paid to an employee for work performed in excess of twelve (12) hours even though they extend into a new workday. Hours worked extending into a new workweek shall not be considered as hours worked for purposes of computation of overtime hours in such new workweek. Double time (2 times) an employee's regular rate of pay will be paid for work performed on Sunday.

Section 7: For the purpose of calculating weekly overtime hours worked during the workweek, paid holidays and paid vacation occurring during that workweek will be counted as if eight (8) hours were actually worked.

Section 8: If after reasonable efforts have been made to offer employees the overtime opportunity and employees have requested and been granted permission to decline such opportunity and sufficient employees have not been obtained to work the needed overtime, the Company may require the necessary number of junior qualified employees working the needed job to work the needed overtime.

Section 9: The Company shall determine the size and make-up of the crew required, based on the work to be performed. Bargaining unit employees shall perform work normally performed by bargaining unit employees, but nothing herein is intended to require that the Company will have to work full crews or service employees when a skeleton crew in any department is on duty. If an employee is working in a job classification and the continuation of the job classification into the following shift requires overtime work, the employees working in the classification on that shift, will be offered the overtime on the basis of their relative position on the overtime distribution roster applicable to such involved classification.

Section 10: Employees will be assigned to work Saturday and Sunday overtime on their normal shift. If less than a full shift crew is required, employees will be assigned based on their place on the overtime roster. If all the needed overtime cannot be assigned to employees from the needed shift, employees from the other shifts will be asked based on their position on the overtime roster. After everyone has been asked and the needed number has not been obtained, the employee with the least amount of seniority will be forced to work the needed overtime on their shift. If there is any dispute between employees concerning the shift on which the voluntary overtime is needed the contract shall govern.

Section 11: Except for employees assigned to twenty-one (21) shift operations, time and one-half (1.5 times) an employee's regular rate of pay will be paid for hours worked by the employee on Saturday (10:30 p.m., Friday to 10:30 p.m. Saturday) and double time (2 times) an employee's regular rate of pay will be paid for hours worked by the employee on Sunday (10:30 p.m. Saturday to 10:30 p.m. Sunday). In the case of employees assigned to twenty-one (21) shift operations, time and one-half (1.5 times) the employee's regular rate of pay will be paid for hours worked by the employee on his first (1st) scheduled day off in the workweek, and double time (2 times) the employee's regular rate of pay will be paid for hours worked by the employee on his second (2nd) scheduled day off in the workweek. Determination of overtime payable under this Section shall be subject to the principles set forth in previous parts of this Article. All employees must work 40 scheduled hours during the workweek to be eligible for time and one-half on Saturday.

B. Principles and Objectives

Section 1: Overtime work shall be required of employees only to the extent that the Company determines that such work is necessary to maintain efficient operations and/or meet production schedules, and that vacancies in the job classifications in which work is to be performed cannot otherwise be properly filled.

Section 2: Needed overtime work in a job classification shall be distributed, as equitably as possible, among the available employees regularly assigned to the job classification in which the overtime work is needed. First (1st) shift employees will not be required to work Second (2nd) or Third (3rd) shift Saturday or Sunday overtime. Second (2nd) shift employees will not be required to work First (1st) or Third (3rd) shift Saturday or Sunday overtime. Third (3rd) shift employees shall not be required to work First (1st) or Second (2nd) shift Saturday or Sunday overtime.

C. Procedure

Section 1: An employee who is offered an overtime assignment, but who requests and is permitted to decline the overtime work, shall be charged on the overtime distribution roster as if he had worked the declined work. An employee who fails to work accepted or required overtime shall be charged two (2) times the hours not worked, unless the inability to work is for reasonable and substantiated reasons.

Section 2: An employee who moves from one job classification to another will be charged (for purposes of distribution of subsequent overtime in his new job classification) with one (1) hour more than the number of hours charged to the high man (overtime-wise) on the overtime roster applicable to the employee's new job classification as of the transferred employee's first (1st) day of work in his new job classification.

Section 3: If an employee is working in a job classification and the continuation of the job classification into the following shift requires overtime work, the employees working in the classification on that shift, will be offered the overtime on the basis of the relative position on the overtime distribution roster applicable to such involved classification. If such overtime work requires "welding qualifications" and/or "certifications", the employees working in the classification on that shift will be offered the overtime on the basis of the relative position on the overtime distribution roster applicable to such involved classification, provided the employee is qualified to do the work that is to be performed. Further, daily overtime at the end of a shift for complex machine repair jobs which would be disrupted by personnel changes will be assigned to the Maintenance Department employee(s) performing the work during the normal shift.

Section 4: Selection of employees for overtime work will be made from the appropriate overtime distribution roster as posted as of 10:30 p.m., the preceding Sunday.

Section 5: If, after reasonable efforts have been made to offer employees the overtime work and other employees have requested and been granted permission to decline such opportunity, sufficient employees have not been obtained to work the needed overtime, the Company may require the necessary number of qualified employees working in the needed job classification to work the needed overtime, starting with the least senior qualified employee.

Section 6: Employees may be required to work every other weekend. Employees required to work, under this provision, shall not be required to work weekend overtime during the following weekend. However, employees have every right to volunteer for overtime. This option of volunteering for the non-mandatory weekend in no way limits the Company from requiring said employee to work the mandatory weekend.

Section 7: No employee shall be forced to work more than eighteen (18) hours of overtime in one (1) week, including Saturday, Sunday and holidays. An employee who volunteers to work will not have the hours he/she volunteered to work counted toward the forced eighteen (18) hours of overtime, per this section. Employees who volunteer must work the full overtime shift. Employees may not be scheduled more than twelve (12) hours in a day. However, an employee may volunteer to work more than twelve (12) hours in a day.

Section 8: Overtime distribution rosters will be posted and kept up-to-date by management. Alleged errors in such rosters will, when brought to the attention of the appropriate supervision, receive prompt attention. In correction of such errors, the Company will attempt to assign overlooked employees to overtime work. However, if the correction has not been made within five (5) working days following it being brought to the attention of appropriate supervision, the Company shall compensate the affected employee(s) at the appropriate overtime rate.

Section 9: An employee temporarily transferred to a job classification will not be eligible to receive nor will he/she be offered daily or weekly overtime in the job classification to which he/she was temporarily transferred to until all overtime in the employee's permanent classification has been filled, providing there is a qualified employee available to take their place.

Section 10: When the Company selects employees to work overtime in another classification, (other than their own classification) selection shall be made on the basis of the overtime distribution roster in the same manner as set forth above, for daily overtime work and as set forth above, for Saturday and Sunday overtime work.

Section 11: When selecting employees for overtime assignments within a classification where two (2) or more employees are equal in overtime hours, selection shall be made according to seniority. The Company agrees to use the most senior qualified employee in the department to perform needed overtime on the weekend, which would require the junior employees to be moved anywhere in the department in which they are assigned and qualified to perform the work on the weekend only.

Section 12: The Company will provide, on the first (1st) workday following a weekend, on the specific request of the appropriate grievance committeeman, a copy of the overtime schedule for that weekend.

Section 13: When unexpected work occurs, and the employees of the appropriate classification are not in the plant, the company may assign the unexpected work to an immediately available employee at the plant, who can perform the work, provided it is estimated that such daily overtime work will not exceed one (1) hour and Saturday, Sunday and holiday work will not exceed (1) hour total in each shift. If the work extends beyond one (1) hour, an employee(s) not called in will be paid call in pay and will be charged for such time on the overtime roster. If the initial estimate for such unexpected work is in excess of the times noted above, an employee from the appropriate classification shall be called.

Section 14: In the event that less than a full crew is required, weekend staffing shall consist of two (2) crews; A & B crew. Seniority shall be the determining factor for the selection of either A crew or B crew. Employees shall remain on their current shifts and jobs. Each crew shall alternate weekend staffing when all departments are not scheduled for weekend overtime. All departments and employees shall be represented in each crew. It is further agreed that once either crew is scheduled for weekend overtime, they will not be scheduled until the other crew has been scheduled and worked the weekend overtime. The option of volunteering for non-mandatory weekend work in no way limits the Company from requiring said employee to work the mandatory weekend work. In the event the Company is accepting unlimited voluntary overtime, employees shall have the right to sign up for the voluntary overtime throughout the week, until Friday at 3:00 p.m. Any employee who has not signed the list by Friday at 3:00 p.m. will not be allowed to work the voluntary overtime.

Section 15: Employees will not be required to work more than five (5) ten (10) hour shifts a week, or two (2) twelve (12) hour shifts and one (1) ten (10) hour shift, and every other weekend when other employees with recall rights are on a temporary lay-off. For the purpose of this section the Company agrees it will not schedule employees on back-to-back twelve (12) hour shifts.

ARTICLE 13 - NO STRIKE / NO LOCKOUT

Section 1: During the term of this Agreement, the Union will not authorize, instigate, aid, sanction, encourage, condone or support any strike, sit-down or other cessation of work, whether primary, secondary, or sympathetic, or any other slowdown or other interference with, or interruption of, normal plant operations. The Union and its representatives will exert every effort to cause

employees who participate in any such activities to cease and desist there from, and the Union agrees that the Company has the right to discipline or discharge employees causing, instigating, encouraging, participating in or supporting any such activity but the Union may raise, through the grievance procedure, the issue of fact as to whether or not a particular employee caused, instigated, encouraged, participated in or supported any such activity.

Section 2: During the term of this Agreement, the Company will not engage in a lockout of the employees, it being understood that discontinuance or curtailment of normal operations of the plant or any segment thereof for such reasons as but not limited to vacation shutdown, casualty, performance of maintenance, repair or construction, shall not constitute a lockout.

ARTICLE 14 - PROBATION

Section 1: A "Probationary Employee" as used herein shall mean a new employee who is on probation for 120 days from the date of his/her hire. During an employee's Probationary Period, the Company may terminate the employee with or without cause and the propriety of such action shall not be subject to review in the grievance or arbitration procedure. If he/she is retained after the Probationary Period, he/she shall acquire seniority from the date of hire and become a "Regular Employee."

Section 2: New employees serving a Probationary Period, as defined by this Agreement, do not acquire seniority during the period that they are on probation. During such time, they may be terminated without recourse as to the provisions of this Agreement. It is recognized by the parties to this Agreement that the Probationary Period is part of the Company's employee selection process, and the assignment or retention of any probationary employees shall be solely at the Company's discretion. All new employees will not be eligible for any company supplied benefits until after the completion of their Probationary Period, unless legally required. The Company retains the right to hire from any and all sources deemed necessary.

ARTICLE 15 - SENIORITY

Section 1: Seniority as herein used is defined as the length of the employee's continuous service with the Company and shall date from his/her most recent hiring date. The principle of seniority shall be applied only to the extent and in the circumstances and in the manner herein specified.

Section 2: As soon as time permits after the consummation of the Agreement, the Company will prepare a Seniority List of employees covered by this Agreement who have established seniority with the Company. A copy of this list shall be supplied to the Union and a revised list shall be supplied to the Union every six (6) months.

Section 3: Any employee who is a member of the Bargaining Unit who is transferred out of such Bargaining Unit to accept another position with the Company will retain the seniority standing which he/she had accrued up to the effective date of such transfer out of the Bargaining Unit. Such seniority consideration will be administered subject to, and in accordance with, the following qualifying provision(s):

- A. Provided such employee is transferred back to the Bargaining Unit, (such decision to be at the Company's discretion) within three (3) months following the date of his/her initial transfer out of the Bargaining Unit.
- B. In the event that such employee is not transferred back to the unit within the three (3) month period, he/she shall lose the seniority standing he/she held in the Bargaining Unit previously and will, for Bargaining Unit consideration, be regarded as a new employee if he/she is subsequently returned to the Bargaining Unit.

Section 4: Seniority shall be lost for any of the following reasons:

- A. If an employee quits;
- B. If an employee is discharged;
- C. If he/she is absent for three (3) consecutive working days without reporting "off" and/or giving a satisfactory explanation for his/her inability to report;
- D. If an employee on layoff fails to report for work within five (5) days when recalled;
- E. If an employee on leave of absence fails to report for work at the expiration of such leave of absence;
- F. If continuous absence due to disability or illness extends beyond the length of the employee's seniority or beyond three (3) years, whichever is less;
- G. If an employee is on continuous layoff due to lack of work for a period beyond the length of the employee's seniority or in excess of three (3) years, whichever is less;
- H. When it is proven that an employee has been employed by another company or employed while on authorized leave of absence, he/she shall then be considered to have quit his/her job with the Company unless otherwise specifically allowed by mutual agreement between the Company and the Union.

Section 5: Seniority or continuous service shall accumulate during all leaves of absence subject to the conditions of this Agreement.

ARTICLE 16 - JOB BIDDING

A. Procedure

Section 1: When a new job is created or a permanent job vacancy occurs in any department, it shall be posted for three (3) workdays, excluding weekends and holidays. Those employees desiring to be considered for the job opening will sign a notice provided by their supervisor who shall also sign date and put the time on the bid and give the employee a copy of the bid. In determining which of the bidding employees shall be awarded the job, the Company shall follow the following procedure:

- A. All job openings or vacancies in a job classification which need to be filled in Classification 2 and above are recognized as skilled jobs requiring prerequisite skills and qualifications in order to successfully perform the job. Therefore, only qualified, skilled, and senior employee(s) will be awarded such job(s). When more than one (1) bidder possesses the qualifications, skills, and physical ability to perform the job - the seniority of the bidder will be the determining factor. The prerequisite qualifications and skills needed for all job vacancies in these classifications shall be posted on the bulletin board.
- B. All job openings or vacancies in Classification 1 and below will be bid in the same manner set forth above and will be awarded based on seniority.
- C. Process for Job Bidding:
 - 1. The Company will post the name of each employee being considered for the posted position under this Article within five (5) days after the job posting is taken down;
 - 2. The test(s) for the posted position will be given within ten (10) working days after the posting referenced above and the employee will be notified of his/her test results within forty-eight (48) hours of the Company receiving the test results;
 - 3. All tests will be standardized for applicants for any posted position;
 - 4. An employee who has been awarded a posted position under this provision shall be moved to the new position within twenty (20) calendar days after notification of the award, as set forth above.

Section 2: The employee who has been awarded the bid job and who fails to perform the job satisfactorily as determined by the Company within 30 days of being on the job shall be returned to their old job.

Section 3: The Company may cancel any job vacancy posting(s) during or after the two (2) day period if it determines that it no longer needs to fill the vacancy, or that the vacancy no longer exists.

Section 4: If there are no qualified employees or no eligible bidders among those bidding on the opening from the plant, the Company may, at its option, fill the opening by:

- A. Transferring a qualified employee of its choosing who is agreeable to the transfer, or
- B. Employing a qualified employee

The Company may, at its sole discretion, repost the opening for a Trainee position. In such event, the Trainee position posting will be awarded in accordance with the applicable provisions existing in this Article. The beginning hourly rate applicable for a successful bidder, for a Trainee job posting or

for a new employee hired for such Trainee position, will be as is provided in the appropriate section of the contract.

Section 5: Employees who bid on and are awarded a bid job or assigned to a bid job under this Article shall not be considered for another posted job in a different classification for a period of six (6) months, unless the employee is removed from his/her then current bid job due to a layoff. Employees who bid on a posted job and who are awarded the job but who either self-disqualify within the first five (5) days after beginning the position or are disqualified within the thirty (30) day trial period, shall not be considered for that classification for a period of six (6) months. An employee who bids on a posted job and fails to pass the qualification test for such job shall not be considered for that job for a period of six (6) months.

Section 6: If the employee is found to be incapable of performing the job during a reasonable trial period, or, disqualifies himself, provided he does so within five (5) workdays from the date he was assigned the job, the employee will be returned to his former job and former base hourly rate of pay, without loss of Seniority. Any qualifications or certifications obtained during the five (5) day period will be considered null and void. All employees affected by such move will return to their former jobs and former base hourly rates of pay in the same manner.

Section 7: Notwithstanding the foregoing provisions of this Article or any other language in this Agreement if, during the term of this Agreement, the Company establishes a Master Welder, Master Machinist, or other Master job classification, such classification(s) will be filled and staffed at the Company's discretion and will be based on relevant criteria established by the Company for the classification(s). The Company agrees to meet and discuss, with the Union, the criteria of each Master job classification, the rate of pay, and the employee(s) to be considered for the position before offering the positions to any bargaining unit member. The final decision on the content of the Master job classification and the selection of the employee(s) shall be at the Company's discretion.

The parties further agree to the following:

- A. An individual in a Master job classification will not be considered a Supervisor for purposes of this Agreement, or at all;
- B. An employee in a Master job classification will be treated as any other employee in the highest grade of the position, that is Welder, Machinist, etc. as defined in "EXHIBIT A" WAGE RATES & CLASSIFICATIONS for purposes of layoff and recall from layoff.

B. Rates on Promotion

Section 1: Any employee below the maximum of their pay range will receive a \$0.50 increase every six (6) months, provided that the employee has no active disciplinary action in their file, until they reach the top of their rate range.

ARTICLE 17 - SHIFT PREFERENCE

A. Seniority in Shift Assignments

Section 1: Consistent with the efficiency of operations and the safety of employees, shift preference of employees will be recognized on a basis of Seniority within a job classification.

Section 2: To the extent consistent with the efficiency of operations and safety of employees, shift preference, as defined above may be exercised by filing, in accordance with established procedures in effect at the time, a written application on a form to be provided by the Company, with transfer, if the employee is entitled to the requested shift change, effective as of the second (2nd) Monday following the filing of such application. An employee, who exercises shift preference, shall not again be entitled to exercise shift preference for a period of six (6) months thereafter. All shift preferences will be made effective the first Monday following five (5) working days.

Section 3: An employee may be assigned to the particular shift for purposes of training and/or in the interests of the efficiency of operations and the safety of involved employees.

Section 4: Duly elected members of the Grievance Committee, shall, for the purpose of shift selection to the day shift only, have seniority greater than all other employees represented by the Union.

ARTICLE 18 - JOB TRANSFERS

Section 1: In case of need of work in any part of the plant, the Company may temporarily transfer employees from one shift to another. The Company will provide twenty-four (24) hours notice when an employee is transferred from one shift to another.

Section 2: When transferring employees from one job to another, in the filling of temporary vacancies, the Company shall take into consideration: the efficiency of the operation; the safety of the employees; the qualifications, skills of the employee to be transferred; the work to be performed; and the employee's seniority within their classification. The least senior qualified employee will be transferred when the senior employee(s) declines. The Company will give the Unit president or his/her designee copies of all employee transfers. This will be done at least once a week.

Section 3: When a temporary job (not created by vacancies due to sick leave, leave of absence, industrial accident or vacations) has been filled by a temporary transfer for a period of thirty (30) working days, it shall be considered a vacancy and shall be filled in accordance with the provisions of the job bidding process of this Agreement.

Section 4: Rates on Temporary Reassignment

- A. An employee who is temporarily reassigned in accordance with this section will be paid the higher of his base rate of pay or the top rate of the job which he is assigned for all time worked on the temporary assignment.

Section 5: Other than for temporary bids, a job assignment obtained as a result of the bidding procedure shall be considered as the employee's permanent ("bid") job assignment.

Section 6: Any employee who is absent from work for more than five (5) consecutive working days due to any prior approved leave must submit a standing bid for any job they are interested in during their leave. In the event of a newly created position, employees will have five (5) days from their return to work to bid on the newly created position

Section 7: An employee filling a temporary vacancy shall be returned to the job classification from which he was temporarily reassigned at the expiration of his assignment to such temporary vacancy.

Section 8: If Temporary vacancies that the Company desires to fill, such as that resulting from:

- A. An employee's extended sickness or accident leave of absence;
- B. Union leave of absence for such extended period;
- C. Military service;
- D. A major change in production schedules of significant duration;
- E. Other circumstances which create a vacancy of extended but predictable duration may be filled by use of the procedure set forth in the Job Bidding process, but will be designated as a "Temporary Vacancy."

Temporary vacancies, other than those resulting from (1), (2) or (3) above, shall not exceed a period of ninety (90) working days. This period may be extended by mutual agreement of the Parties. An employee filling a temporary vacancy shall be returned to the job classification from which he was temporarily reassigned at the expiration of his assignment to such temporary vacancy.

Section 9: Weekend crew members will be determined by the following procedure:

- A. The Company will determine the appropriate number of employees needed for weekend work.
- B. Weekend employees will work 8 or 12 hour shifts on Saturdays and Sundays depending on company needs. Weekend employees will not be scheduled if regular direct labor overtime is not scheduled.
- C. Weekend employees will include production employees.
- D. Weekend employees will not be entitled to any contractual provisions of the labor agreement unless applicable as a federally mandated provision.
- E. Weekend employees will be paid at the Contractual straight-time hourly rate for the Classification being filled.

- F. The Company will offer weekend crew work first to laid-off employees and then to retired employees. A laid-off employee will have the right to refuse to become a weekend employee without affecting their recall status or eligibility for unemployment benefits. After canvassing all laid-off employees and retirees, the Company will have the right to hire new weekend workers to meet its needs.
- G. Instruction for (training and/or testing only) the weekend crew employees may be performed by bargaining unit employees throughout the week and also on Saturday and/or Sunday.
- H. A bargaining unit employee whose overtime job is interrupted will not be sent home prior to a weekend crew employee unless requested by the bargaining unit employee. Should the bargaining unit employee request to be sent home, the Company's liability to provide work for the remainder of his scheduled shift shall end.
- I. Weekend crew employees will be required to join the union in accordance with the present contract language. Weekend employees shall be given hiring preference when the company hires full-time employees.

ARTICLE 19 - LAYOFF AND RECALLS

Section 1: When a layoff occurs, the Company will post the names of the employees to be laid off five (5) days, excluding Saturdays, Sundays and holidays, prior to such reduction unless cancellation of orders, changes in customer requirements, breakdowns, accidents, acts of God, or other emergency make such notice impossible. A copy of the posted list of employees to be laid off will be given to the grievance committee at the time of the posting.

In the event of lack of work, the Unit President and Unit Griever shall if he would otherwise be removed from the active workforce, be retained at work in the labor pool and for such hours of work per week as may be scheduled in the job classification and shift to which he is demoted or transferred. The intent of this provision is to retain in active employment experienced Union Leadership for the purpose of continuity in the administration of this Agreement.

Section 2: When a layoff occurs, the employee(s) with the least seniority in the classification in the department being affected by the layoff will be the first affected by such a lay off. Such employee(s) may exercise their seniority to bump:

- A. In the event of a layoff, employees will be allowed to bump any job in Classification 3 and above provided they have held the job within the last twenty-four (24) months.
- B. The least senior employee in Classification 2 and lower provided he/she has the seniority

Section 3: An employee may elect to be laid off from the plant in lieu of being demoted in a layoff. In such a case, the Company shall notify the employee to return to work only if work is available on the job from which the employee was laid off. If the employee should desire to return to work at any

lower rated job to which he/she may be entitled, he/she shall be required to notify the Company in writing, on a form provided by the company, of his/her intention and shall be recalled at the first opportunity to which his/her seniority entitles him/her.

Section 4: Employees recalled for work shall be recalled from layoff based on their seniority and in the order of their layoff provided they have the qualifications and ability to perform the work to which they are being recalled.

Section 5: Employees shall be recalled by the Company by calling them at home to notify them that they are being recalled. If the employee(s) is not reached by telephone, the Company shall send the employee a certified letter notifying him/her of the recall. It is the responsibility of all employees, both active and on layoff, to keep the Company furnished with their current address and telephone number.

Section 6: A recalled employee must report to work within five (5) days of being reached by telephone or within five (5) days of delivery of the Company's certified letter to the employee's address that the employee provided to the Company. The Company shall have the discretion to extend this report in period up to seven (7) days if the Company chooses to do so.

Section 7: Employees shall be returned to their last bid job as soon as a permanent vacancy occurs in the classification in that department and they have the seniority to be in the plant and are the most senior employee with recall rights to that position.

ARTICLE 20 - LEAVES OF ABSENCE

A. Personal Leave

Section 1: An employee may be granted, at the discretion of the Company, a leave of absence without pay for personal reasons on written request filed through his foreman to the Personnel Department. It is understood and agreed that the granting of a personal leave of absence is strictly a matter between the Company and the individual employee.

B. Sickness or Accident Leave

Section 1: An employee who for reasons of sickness or accident is unable to report as scheduled for a particular shift shall notify the Company (personally or by other acceptable means) in accordance with the **ARTICLE 20 LEAVES OF ABSENCE E. Absences - Section 3** below. At the same time, he shall to the extent possible, indicate the probable duration of his absence and the day of his return. If, at any time, an employee has been or expects to be absent for five (5) or more working days, he shall contact the Personnel Department and request that he be placed on "sick leave."

C. Union Leave

Section 1: Leave of absence without pay for the purpose of accepting full-time employment with the International or Local Union, political leave for elected office, and committee assignments for District Eight and other Districts of the United Steelworkers when authorized by the International, will be granted to not more than one (1) employee. Such leave shall be for a maximum of one (1) year,

unless extended in writing from year to year by mutual agreement. A written request for such leave or extension shall be submitted to the Company by the International Union sufficiently in advance of the start of the requested leave to permit proper filling of the resulting vacancy. Unless agreed to by the Company, employees on Union Leave over thirty (30) days are not entitled to health, life, S&A, or Worker's Comp benefits. The Company will not unreasonably deny requests for Leaves in excess of thirty (30) days.

Section 2: Employees selected by the Local Union to serve as delegates to a convention, conference or similar function of the International Union will be given a leave of absence without pay for a reasonable period (not in excess of seven (7) calendar days or such reasonable and necessary additional time as may be required for travel), provided that appropriate and reasonable advance notice is given by the Union to the Company, and that such leaves will not significantly affect the efficient operation of the Company's facilities.

D. General Principles

Section 1: An employee who falsifies or misrepresents the purpose of a requested leave of absence, who acts in a manner inconsistent with the intent of such leave, or who does not return at the expiration of an authorized leave, unless such leave has been properly extended as provided herein, shall be considered as terminated and shall lose all rights under this Agreement, unless his inability to return and/or to request an extension is supported by substantiated facts.

Section 2: Company sponsored Medical Insurance for employees on leave of absence will be limited to one (1) year, or to a period equal to an employee's length of service, whichever is less, beginning with the first day of leave. The employee must continue to make the applicable co-payment during the leave. Should the leave extend beyond the one (1) year period; the employee may elect to continue insurance by paying the full premium at the beginning of each month. Any delinquent payments beyond thirty (30) days will result in cancellation of insurance.

Section 3: The effect of leaves of absence on seniority rights and other benefits provided by this Agreement shall be as provided elsewhere in the pertinent sections of the Agreement, including the limitations provided in **ARTICLE 15 SENIORITY Section 4.**

Section 4: An employee returning to work after a leave of absence of indefinite duration or desiring to return to work prior to the expiration of a leave of absence of fixed duration must give at least one (1) full normal working day's notice prior to the start of the employee's normal shift. Returning employees will not be entitled to return prior to the above noted shift, the commencement of the next workweek or prior to the expiration of such fixed leave of absence, whichever is later, if his return to active duty would involve overtime or otherwise interfere with the efficient or economical operation of the plant. He may, however, at the option of the Company be permitted to return and be assigned to available work and paid at the appropriate rate for such work.

Section 5: The Company may require that an employee returning from sickness or accident leave (whether occupational or non-occupational) furnish, prior to the resumption of his duties, a certificate of ability to return to work from the employee's doctor, concurred in, if the Company deems advisable, by a doctor selected by the Company. Examinations by the doctor selected by the Company shall be at the expense of the Company.

E. Absences

Section 1: It is understood and agreed that an employee has a responsibility to his job and to his Company. Unexcused absences, patterned absences (those periodically recurring in relationship to a work schedule, pay day, calendar day or any other recurring event) and/or frequent absences will be considered just basis for discipline, including discharge. Recurring absences of Local Union representatives as a result of their performance of official duties shall not, as such, be considered "frequent absences" for purposes of this provision.

Section 2: The Company will provide one call-in number which shall be monitored by Supervisors and the calls can only be deleted by the Human Resources Coordinator. In addition, the Company will provide each employee with a list of Supervisory cell phone numbers and provide training to the supervisors in regard to delivering messages to employees. A copy of all call-offs will be provided to the local unit president or his designee once a month.

Section 3: When an employee cannot, for any reason, report for work as scheduled, he must in accordance with established procedures in effect at the time, notify the Company to that effect (personally or by other acceptable means) as soon as practicable, but not later than one-quarter (1/4) hour prior to his scheduled shift, unless an emergency makes such notification impracticable. In such cases, late notification must include the nature of the emergency. If the employee's absence is to be for more than one (1) scheduled shift, he shall, at the time of reporting "off", indicate when he will return. Reporting for work without twenty-four (24) hours prior notice (unless the employee, at the time of reporting "off", reported the time of his return) or reporting in accordance with an obsolete schedule, will justify sending the employee home without "Reporting Pay", or, at the option of the Company assigning the employee to any available work with pay at the rate of the job to which he is assigned.

ARTICLE 21 - HOLIDAYS AND HOLIDAY PAY

Section 1: The following days are specified as the holidays for the purpose of this Agreement.

2022 Holiday Calendar			2024 Holiday Calendar		
01/03/22	Monday	NEW YEARS DAY	01/01/24	Monday	NEW YEARS DAY
02/21/22	Monday	PRESIDENTS DAY	02/19/24	Monday	PRESIDENTS DAY
05/06/22	Friday	OAKS DAY	05/27/24	Monday	MEMORIAL DAY
05/30/22	Monday	MEMORIAL DAY	07/04/24	Thursday	INDEPENDENCE DAY
07/04/22	Monday	INDEPENDENCE DAY	07/05/24	Friday	OBSERVED HOLIDAY
07/05/22	Tuesday	OBSERVED HOLIDAY	09/02/24	Monday	LABOR DAY
09/05/22	Monday	LABOR DAY	11/28/24	Thursday	THANKSGIVING DAY
11/24/22	Thursday	THANKSGIVING DAY	11/29/24	Friday	DAY AFTER THANKSGIVING
11/25/22	Friday	DAY AFTER THANKSGIVING	12/23/24	Monday	OBSERVED HOLIDAY
12/23/22	Friday	OBSERVED HOLIDAY	12/24/24	Tuesday	OBSERVED HOLIDAY
12/26/22	Monday	CHRISTMAS DAY	12/25/24	Wednesday	CHRISTMAS DAY
12/30/22	Friday	NEW YEAR'S EVE	12/31/24	Tuesday	NEW YEAR'S EVE

2023 Holiday Calendar		
01/02/23	Monday	NEW YEARS DAY
02/20/23	Monday	PRESIDENTS DAY
05/29/23	Monday	MEMORIAL DAY
07/03/23	Monday	OBSERVED HOLIDAY
07/04/23	Tuesday	INDEPENDENCE DAY
09/04/23	Monday	LABOR DAY
11/23/23	Thursday	THANKSGIVING DAY
11/24/23	Friday	DAY AFTER THANKSGIVING
12/22/23	Friday	OBSERVED HOLIDAY
12/25/23	Monday	OBSERVED HOLIDAY
12/26/23	Tuesday	CHRISTMAS DAY
12/29/23	Friday	NEW YEAR'S EVE

2025 Holiday Calendar		
01/01/25	Wednesday	NEW YEARS DAY
02/17/25	Monday	PRESIDENTS DAY
05/26/25	Monday	MEMORIAL DAY
07/04/25	Friday	INDEPENDENCE DAY
07/07/25	Monday	OBSERVED HOLIDAY
09/01/25	Monday	LABOR DAY
11/27/25	Thursday	THANKSGIVING DAY
11/28/25	Friday	DAY AFTER THANKSGIVING
12/24/25	Wednesday	OBSERVED HOLIDAY
12/25/25	Thursday	CHRISTMAS DAY
12/26/25	Friday	OBSERVED HOLIDAY
12/31/25	Wednesday	NEW YEAR'S EVE

Holidays falling on a Sunday will be observed on the following Monday. Holidays falling on a Saturday will be observed on the previous Friday unless production schedules make it necessary to operate the plant. In this case, the holiday will be observed on the date on which it falls and paid for as a paid holiday.

Section 2: Holiday pay shall be eight (8) hours pay at the employee's straight time rate. Employees scheduled to work on a recognized holiday will be paid at the rate of 1.5 times the regular base rate of pay in addition to 8 hours holiday pay.

Section 3: To be eligible for such holiday pay, the employee must work the day before and the day after the holiday unless absent on an approved vacation, participating in contract renewal collective bargaining negotiations, military encampment not to exceed two (2) weeks, jury duty, or as a witness when not a plaintiff, defendant or accomplice, or the employee is on an approved medical leave verified by a physician's certification, or has documentation acceptable to the Company supporting the reason being late or absent. During any period of two (2) or more consecutive holidays, if an employee misses either the day before or the day after the holiday period, the employee will lose holiday pay on a one (1) for one (1) basis.

Section 4: An employee who is scheduled to work on a specified holiday but who does not work for any reason shall not receive any holiday pay for that holiday, unless because of illness, verified by a doctor's certificate, he/she was unable to work on the holiday or was otherwise excused by the Company.

Section 5: Recognized holidays will be counted as time worked for the purpose of calculating overtime compensation.

Section 6: Notwithstanding the provisions of this Article, the Company will grant an employee time off without pay on:

A. Martin Luther King Jr's birthday

1. The involved employee will notify his supervisor by the end of 2nd shift on Friday of the first work week in January for Martin Luther King Jr's birthday.

B. Oaks Day

2. The involved employee will notify his supervisor two (2) weeks in advance for Oaks Day .

Employees who elect to take any of these days as an unpaid day shall have his/her missed hours count for the purpose of overtime and overtime pay per **ARTICLE 12 OVERTIME**.

Section 7: Employees who have been on an authorized leave of absence for thirteen (13) consecutive weeks or less prior to the week in which the holiday occurs will be eligible for holiday pay. Employees who are entitled to receive holiday pay and a Sickness and Accident benefit for the same holiday will receive holiday pay in an amount equal to the difference between the Sickness and Accident benefit payable for that day and the normal holiday pay otherwise payable for that day.

Section 8: Notwithstanding the foregoing, an employee will be given a day off for a holiday which falls within his scheduled vacation, whether as an extension of his vacation or at some later date.

Section 9: If an employee works on a holiday and would have been entitled to double time (2 times) regular base rate of pay for part or all of the hours so worked under another provision of this Article, he will be paid for such hours at double time (2 times) regular base rate of pay, in addition to his holiday pay.

Section 10: Employees who are on layoff and have been on such layoff for a period of thirty (30) consecutive calendar days or more preceding a holiday, will not be eligible for holiday pay for that holiday.

Section 11: When and if the Company desires to schedule a classification or less than a classification to work on a holiday, the Company will post such intent no later than five (5) working days prior to such holiday. If the Company fails to post within five (5) working days the prescribed time, no employee or employees will be required to work or lose their holiday pay, unless the Company fails to post five (5) working days prior to a holiday as a result of something beyond the Company's control.

The Company shall first offer the holiday work by seniority within the classification. If, after reasonable efforts have been made to offer employees the holiday work and other employees have requested and been granted permission to decline such opportunity, sufficient employees have not been obtained to work, the Company may require the necessary number of qualified employees working in the needed job classification to work on the holiday, starting with the least senior employee.

Section 12: For purposes of the administration of this Article, hours worked by an employee on a scheduled non-normal shift (one varying from the general plant shift pattern) shall be considered as

falling entirely in the workday (or celebrated holiday) in which a major portion of the scheduled hours fall. If four (4) hours of a scheduled shift fall in one (1) workday and four (4) hours in the following workday, the shift will be considered as falling in the workday in which it started. Except as provided herein, a holiday shall be considered as the period from 10:30 p.m. the night before the celebrated holiday until 10:30 p.m. on the night of the celebrated holiday.

Section 13: Regular straight-time hours lost by officers of the Union, Stewards and members of the Grievance Committee because of absence permitted under this contract for Union business, or straight-time hours lost by members of the Safety, Human Rights, Wage, Workers Compensation and Contracting Out Committees for service within the plant, (including investigation of situations within their responsibility and scheduled meeting with Company representatives) shall be counted as time worked for the purpose of calculating daily overtime under **ARTICLE 12 OVERTIME**, if the employee concerned was otherwise scheduled to work and his Union duties prevented him from working such scheduled straight-time hours.

ARTICLE 22 - VACATION AND PAY

Section 1: For the period from the date as of which an employee is credited with Company Seniority until the following January 1, an employee will accrue vacation credits at the rate of three and one-third (3.333) hours for each full month worked. The month in which the employee is hired will be counted as a full month if employment starts on or before the fifteenth (15th); otherwise, it will be disregarded. The credits accrued during this period will become available to the employee on his/her first (1st) anniversary date and must be liquidated (by time off or payment in lieu thereof) by the next January 1. No vacation will be given or payment in lieu thereof made to an employee who has worked less than twelve (12) months.

Section 2: Thereafter, during each calendar year, an employee will accrue a vacation credit for each month worked at the applicable rate dependent on the amount of his/her Seniority, which credits shall become available on the following January 1, and must be liquidated during the calendar year commencing on such date. The amount of vacation credit for each month worked shall be:

Length of Service	Earned Hours Rate	Vacation Hours
One (1) but less than two (2) years Seniority	3.333	Full vacation of 40 hours
Two (2) but less than eight (8) years Seniority	6.666	Full vacation of 80 hours
Eight (8) but less than eighteen (18) years Seniority	10.000	Full vacation of 120 hours
Eighteen (18) or more years Seniority	13.333	Full vacation of 160 hours

On the date when an employee attains Seniority entitling him/her to accrue vacation credits at a higher rate, vacation credits already accrued in the calendar year in which such Seniority is attained shall be converted to a higher rate and the provisions of **ARTICLE 22 VACATION AND PAY, Section 3** below will be applied.

Section 3: Vacation Time for Seniority Years. For purposes of illustration, the amount of full vacation, if earned under the provisions of Section 1, is as follows;

Length of Service	Vacation Time	Hours
1 year of service	1 week	40 hours
2 years of service	2 weeks	80 hours
8 years of service	3 weeks	120 hours
11 years of service	3 weeks 1 day	128 hours
12 years of service	3 weeks 2 days	136 hours
13 years of service	3 weeks 3 days	144 hours
14 years of service	3 weeks 4 days	152 hours
15 years of service	4 weeks	160 hours

On the date when an employee attains Seniority entitling him/her to accrue vacation credits at a higher rate (as provided in **ARTICLE 22 VACATION AND PAY Section 2**, above), the employee will be granted one (1) additional week of vacation to be available during that calendar year.

Section 4: Vacation Scheduling

- A. The vacation period of each qualified employee shall be set by the Company with due consideration to the preference and applicable Seniority of the employees, consistent with the efficient operation of the Company's business. However, consideration of the Seniority and preferences of eligible employees will be subject to the Company's policy of attempting to grant to as many eligible employees as practicable an opportunity to take up to two (2) weeks of their vacation in the period between June 1, and the end of the second (2nd) full work week in August. **The Company, however, reserves the right to maintain required forces in emergencies** and/or to shut the plant down completely or in part. In the case of a plant shutdown employees will be afforded the following payment options: take vacation time, file for unemployment, or take the time without pay.
- B. Employees may take up to five (5) vacation days one day at a time with **twenty-four (24) hours advance notice**. Employee may take another five (5) vacation days one day at a time with **forty-eight (48) hours advance notice**. **Employees may take a total of four (4) days-vacation, during each vacation year, by calling in prior to the start of the shift.** These four (4) days can consist of four (4) full days or three (3) full days and two (2) half days. For the purpose of this section, the above total number of days at a time vacation is ten (10). It is the employee's responsibility to keep track of how many days they have used in this manner. All vacations in excess of five (5) days or more must be scheduled by February 28th and will be granted on a seniority basis.
- C. Employees will be required to liquidate earned vacation credits by time off as approved by the Company.
- D. Employees who have been granted forty (40) or more consecutive hours of vacation which will begin on a Monday may, if otherwise entitled, be offered overtime work on the Saturday and/or Sunday before such vacation. However, such employees will not be

involuntarily scheduled to work on those overtime days. Employees who have been granted vacation for Thursday and Friday, with five (5) workdays notice, will not be required to work Saturday and Sunday overtime. This does not apply when a Holiday falls on a Friday or a Monday.

E. Employees in a maximum amount of ten percent (10%), per department, per shift of the hourly workforce, will be entitled in order of seniority to take their vacation at any time during the vacation year.

Section 5: Normal vacation pay will be computed on the basis of an employee's base hourly rate (not including shift premium, overtime earnings, etc.), at the time the employee takes his/her vacation or receives payment in lieu thereof. Such payment will be made on the last day prior to the vacation period, provided a request for such payment is given to the Payroll section sufficiently in advance, or on the first (1st) normal pay day thereafter, if such request is not so submitted.

Section 6: Vacation Pay at Separation

- A. An employee having more than twelve (12) months of service who is permanently laid off, gives at least five (5) working days' notice before quitting, or is terminated while on layoff, will be entitled to receive payment for his/her accrued vacation credits on the basis of his/her base hourly rate at the time of separation, including such credits as he/she has accrued toward vacation in the next calendar year. Employees who are permanently laid off may receive any available vacation entitlement by filing with the Human Resources Manager such election within the calendar week following the date of the layoff. In the event such election is not so filed and such employees continue to be permanently laid off, the available vacation entitlement shall be paid in December following the layoff. Likewise, accrued vacation entitlement shall be paid during the second (2nd) December of the continuous layoff.
- B. An employee having more than twelve (12) months of service who is discharged, quits at the end of a leave of absence or quits without giving notice as provided in Section 6, Part A above, will be entitled to receive payment for accrued vacation credits available to him/her at the time of separation, but not for credits accrued toward vacation in the next calendar year.
- C. Full payment will be made to the spouse, if any, otherwise the estate of an employee who dies while in active status or while on leave of absence, for accrued vacation credits.
- D. On separation, vacation credits will be given only for completed months worked.

Section 7: Effect of Leave of Absence on Layoff

- A. Vacation credits will continue to accrue for the first ninety (90) calendar days of any one authorized leave of absence or layoff. These credits will become available only when and if the employee returns to active employment without loss of Seniority.

- B. An employee absent from work due to an occupational injury will continue to accrue vacation credits for the following year's vacation during such absence for the remainder of the calendar year in which the occupational injury occurred, or for a maximum period of absence of twelve (12) months, whichever is greater. The vacation credits accrued during such a period of absence will be available for use or liquidation only when the employee returns to active work, or when he/she is removed from the Seniority list because he/she is unable to return to active work as the result of such injury.
- C. If an employee returns from leave of absence or layoff prior to the sixteenth (16th) of a month, such employee will receive vacation credit for that complete month.

Section 8: If an employee has more than four (4) hours of vacation but less than eight (8) hours, the employee will be allowed to take four (4) hours vacation and work the remaining four (4) hours with the balance of the vacation being paid out.

ARTICLE 23 - JOB CLASSIFICATIONS AND WAGE RATES

Section 1: The schedule of wages (straight time hourly earnings) attached hereto and marked "EXHIBIT A" **WAGES & CLASSIFICATIONS** shall continue and remain in full force and effect during the life of this Agreement.

Section 2: Should the Company create a new job classification, or substantially change the work requirements and qualifications for an existing present job classification, during the terms of this Agreement, the Company shall determine the classification under which the new or substantially changed job classification will fall. The Company's decision will be subject to **ARTICLE 8 GRIEVANCE PROCEDURE**.

Section 3: It is the responsibility of the employee to perform assigned work and thereafter grieve any objection the employee had to performing the assigned work.

ARTICLE 24 - JURY SERVICE, FUNERAL PAY, & MILITARY PAY

Section 1: Jury Service

- A. If an employee is called for jury duty and is required to so serve during hours in which he/she was otherwise scheduled to work, he shall be paid for those hours during which he/she so serves, or otherwise loses time from his/her scheduled hours of work, in such amount as will equal the difference between that which he receives for such jury service and his/her normal base rate of pay. Any amount received by the employee for travel expenses for such jury service shall not be included in the computation of the payment differential.
- B. If the employee is released from such jury service at a time that reasonably permits him to return to work during his/her scheduled hours, he/she may be assigned to his/her normal duties for the remainder of his/her scheduled shift, or, if such assignments

would not be consistent with efficiency of operations, to such other work as may be available.

- C. Except for hours actually worked in accordance with the employee's schedule, no shift differential or other premium payment shall be included in an employee's payment under the Vacation section of this Agreement, if he/she reports for work at a time when his usual duties are not readily available.
- D. Any employee called for jury duty will be requested to so notify his/her supervisor in advance of the date he/she is required to report and to furnish evidence of payment received for such service.
- E. A day shift employee who is required to report for jury duty at or before 9:30 a.m., shall be excused from reporting at the start of such day shift. If an employee assigned to the second (2nd) or third (3rd) shift cannot, after exertion of all reasonable efforts, obtain release from jury service, he/she will be transferred to the first (1st) shift (with corresponding transfer from the first (1st) shift) for the duration of his jury duty, provided that the transfer shall be effected in such manner as to avoid payment of overtime to either employee transferred.

Section 2: Funeral Pay

- A. An employee will be granted three (3) days off with pay because of the death of a member of the employee's immediate family. The three (3) days must be consecutive normal workdays (exclusive of Saturdays, Sundays and Holidays). The three (3) day period will include the day of the funeral except when the funeral occurs on a weekend or holiday in which case the first (1st) day of the three (3) day period must fall within three (3) days of the funeral. The days' time off with pay must fall within a period of seven (7) consecutive calendar days.
- B. For purpose of this Article, "immediate family" shall include the employee's parent, parent-in-law, brother, sister, or grandchild. Further, "immediate family" shall include the employee's spouse or natural (or legally adopted) child; in which case, the employee will be granted an additional fourth (4th) day off, under the principles of Section 2, Part A above.
- C. If the funeral is that of a son-in-law, daughter-in-law, sister-in-law, brother-in-law, or grandparent, payment shall be made only for time lost on the day of the funeral. The terms "brother-in-law" and "sister-in-law" are to mean only the brother or sister of the employee's spouse or the spouse of the employee's brother or sister. This provision shall be applied to any scheduled work time lost on a weekend, if at least twenty-four (24) hours advance notice of the absence is given to supervision.
- D. In the event of a death of a grandparent the company will grant an additional two (2) days off with prior permission, non-paid, immediately before or after the funeral. These days must be consecutive with the date of the funeral.

E. Payment for lost time, as provided in this Section, shall be at the employee's current 1 times regular base rate of pay, exclusive of shift differential or any other premium payment.

F. To receive payment, the employee must report the following information to the Company:

1. Name and clock number;
2. Name of deceased person and the relationship to the employee;
3. Date and location of the funeral

This information must be on a form provided by the funeral home.

G. No funeral pay will be pyramided or duplicated in the event two (2) or more funerals are held on the same date.

Section 3: Military Service

A. The Company will comply with its legal obligation under the Universal Military Training and Service Act of 1951, and the Armed Forces Reserve Act of 1955, and any subsequent modifications, extensions or amendments thereto.

Section 4: Occupational Injury Pay

A. If an employee is injured at work and is sent home (or to a doctor, clinic or hospital) by appropriate authority, he/she shall be paid for the time lost from the remainder of his/her scheduled shift for the day at his/her regular base rate of pay, including any applicable shift differential.

B. If an employee is returned to work following such an injury and is subsequently sent by the Company for treatment or examination in connection with the injury, the employee shall be paid for the time lost from his/her scheduled hours of work for that day at his/her base rate of pay, including any applicable shift differential.

C. Should an employee elect to obtain treatment for such an injury by a physician other than the one authorized by the Company, the employee shall be paid for the time lost from his/her scheduled hours of work for that day at his/her base rate of pay, including any applicable shift differential. However, such payment requires:

1. The costs of the treatment must be compensable under Workers' Compensation law, and

2. A form must be obtained from the Human Resources Manager in advance of the treatment, must be completed at the time of treatment by the private doctor, and must be returned promptly to the Human Resources Manager.

ARTICLE 25 - MISCELLANEOUS

A. Miscellaneous

Section 1: Should any provision of this Agreement be held to contravene any state or federal law, it is agreed that such fact shall not operate to cause other provisions hereof, which do not contravene, to fail.

Section 2: It is understood that inventory-taking is an Accounting function and that Accounting Department employees must be free to perform any activities in connection therewith. Bargaining Unit employees assigned to participate in the taking of inventory will be selected (from employees not assigned to continue production or maintenance work) on the following basis:

- A. For inventory-taking activities in a particular Department or Departments of the plant, employees needed will be selected from employees assigned to that Department or those Departments on the basis of Seniority.
- B. Employees may volunteer for this function but shall not be forced.
- C. Any needed daily overtime work will be performed by continuing the employees on the job who performed the straight time work in the area. Overtime offered or worked shall be charged on the overtime roster(s).

Section 3: If an active employee schedules his/her vacation and it is approved, prior to the date specified in the contract and subsequently goes out on approved FMLA leave, the pre-approved vacation will not be deducted from their FMLA leave. This language will be reviewed yearly and either party may, by written request, eliminate this provision in its entirety.

Section 4: The Company will be introducing a new Plex-Scanning system for which training will be provided to all individuals.

B. Working During Plant Shutdown Periods

Section 1: In the event production or maintenance work is required, such work will be assigned to employees on the basis of seniority within the appropriate job classifications.

Section 2: Other available work during any particular shutdown week will be assigned as follows:

- A. The company will make available a sign-up list at least six (6) weeks prior to the start of the shutdown period. Such list will be available for sign-ups for a minimum of three (3) weeks.

B. Any employee may sign the list indicating his interest in other available work.

C. Selection of employees from the list will be made on the following basis:

1. Employees with insufficient vacation to cover the shutdown period (excluding those employees who have exhausted their vacation) will be the first to be selected in order of seniority.
2. Additional required selections from the list will be made in order of seniority among employees otherwise scheduled for vacation (including employees who have exhausted their vacation and are not otherwise scheduled to work).

Section 3: If adequate personnel are not available from Section 2 above, the Company may assign, on a seniority basis beginning with the least senior employee, additional employees needed to work during the shutdown period. Employees with insufficient vacation will be the first to be assigned.

Section 4: Rates of pay for employees assigned as above will be in accordance with **ARTICLE 18 JOB TRANSFERS.**

C. Production Standards

Section 1: To ensure the full use of work time and equipment, all employees are required to maintain a reasonable level of quality and productivity as established by the Company.

D. Recognition

Section 1: The parties agree that the terms and provisions of this Agreement and all other written Agreements between the parties signatory to this Collective Bargaining Agreement shall be binding upon any purchaser of or assignee of the Company, and binding upon the Union Parties hereto.

E. Maintenance Mechanic # 1 Apprenticeship

Section 1: The parties agree to the establishment of a Joint Apprenticeship Program in the future for the Maintenance Mechanic No. 1 Job Classification if needed.

F. Disabled Employee's Insurance

Section 1: An employee on medical leave of absence who receives a Social Security Disability Award will have his medical and life insurance converted to retiree insurance levels and conditions, at the beginning of the second (2nd) month following the date of issuance of such Award, if such employee has been continued on the leave of absence up to that time.

G. Air Compressor Operation

Section 1: Any hourly employee may operate the plant air compressors except when maintenance employees are in the plant.

H. Tool Replacement Language

Section 1: All maintenance employees who are required to supply their own personal tools to effectively do the job assigned will be eligible for broken tool replacement subject to the following requirements:

- A. It is understood that all employees entering a Maintenance classification shall have the proper tools to perform the job function.
- B. An inventory of personal tools must be given to the Maintenance Supervisor within one (1) week of this ratified Agreement or within one (1) week of your hire date. This list must be verified by the supervisor by his signature and that verified list will be held in the employee's personnel file.
- C. Should a tool be broken in the course of performing the job, this tool must be turned in to the supervisor immediately and a replacement tool of same or equal value will be ordered without undue delay.
- D. Lost or stolen tools do not qualify for replacement.
- E. Pad locks will be supplied for toolboxes not to exceed one (1). Replacement locks will be supplied at cost.

ARTICLE 26 - CONTRACTING OUT

Section 1: The Company shall not contract out production, service and day-to-day maintenance and repair work normally and regularly performed within the plant when there is appropriate equipment, skills, necessary time, and qualified employees on the active work force to perform such work. Except in emergency situations, before the Company decides to contract out work not prohibited by the preceding sentence, the appropriate Union Committee will be notified as soon in advance as is practicable as to the nature of the work and the reasons for contracting out such work. Management will give due consideration to the suggestions of the local Union before making its final decision as to whether or not such work will be contracted out. New construction including major installation, major replacement, major reconstruction of equipment and productive facilities at the plant may be contracted out.

Section 2: The parties agree that there are circumstances where the Company can add additional work for the employees where part of the work is contracted-out. If such work would be lost, without the contracting out, the following provisions shall apply:

- A. If an immediate decision is necessary and the appropriate Union Committee is not available for advance notification, the Company will notify the Committee as soon as practicable.
- B. The Company will demonstrate that the work would be lost if part of the process is not contracted out. The Union will not unreasonably withhold its approval.

- C. The parties agree that the purchasing of semi-finished rough material shall not be considered as a violation of this Article. The rough semi-finished material referred to above is rough semi-finished tees, caps, reducers, lap joints, crosses and elbows, transition joints, flanges being machined outside of the plant.
- D. The union and the company have agreed not to transfer any USW members to the NDE Inspector job during the life of this Agreement.

ARTICLE 27 - DURATION OF AGREEMENT

A. Effective Date

Section 1: This Agreement shall become effective as of 10:31 p.m., March 26, 2022 except with reference to particular provisions hereof for which other effective dates are specially established.

B. Duration

Section 1: This Agreement shall remain in full force and effect to 10:31 p.m., March 26, 2025 and from year to year thereafter; provided, however, that either Party may on or before sixty (60) days prior to, or any subsequent anniversary, notify the other Party by registered or certified mail of its desire to terminate the Agreement or to negotiate the terms of a new Agreement.

Section 2: The Agreement shall remain in full force and effect for any period beyond its normal expiration as may be mutually agreed by the Parties for the purpose of continued negotiations.

C. Notice

Section 1: Any notice given under this Agreement shall be by registered or certified mail, be completed by and at the time of mailing and, if by the Company, be addressed to the United Steelworkers, 5 Gateway Center, Pittsburgh, Pennsylvania, and if by the Union, to the Company at 2612 Howard Street, Louisville, Kentucky 40211. Either Party may, by like written notice, change the address to which such registered or certified mail notice to it shall be given.

Commented [SA1]: Is ST still using this PO Box or primarily the street address?

"EXHIBIT A" - WAGE RATES & CLASSIFICATIONS

A. Wage Rates & Classifications

Section 1: Wage Increases

Year	2022	2023	2024
% Increase	4%	3%	3%

Section 2: Wage Rate Table

Classification	3/26/2022			3/26/2023			3/26/2024		
1	\$18.06	-	\$20.34	\$18.60	-	\$20.95	\$19.16	-	\$21.58
2	\$22.18	-	\$24.41	\$22.85	-	\$25.14	\$23.53	-	\$25.90
3	\$23.88	-	\$26.15	\$24.60	-	\$26.93	\$25.34	-	\$27.74
4	\$26.20	-	\$28.46	\$26.99	-	\$29.31	\$27.80	-	\$30.19
5	\$27.00	-	\$29.28	\$27.81	-	\$30.16	\$28.64	-	\$31.06
6	\$39.25	-	\$41.53	\$40.43	-	\$42.78	\$41.64	-	\$44.06

Section 3: In order to be classified as an Assembler a candidate for the position will have to pass both a written and skills test required by the company.

Classification	Description
1	Laborer
2	Assembler
3	Welder B, Machinist, Inspector
4	Welder A
5	Maintenance
6	Electrician

Section 4: Following the ratification of the new collective bargaining agreement, the Company will pay a bonus in each year of the agreement to all bargaining unit employees. The amounts of such bonuses are set forth below. Each bonus paid will be less deductions required by law. Payment will be made each year to the employees within 30 days of the anniversary date of the contract. The company will permit employees to direct their bonus to their HSA account by executing an appropriate document, prepared by the Company, to accomplish this transaction.

Year	2022	2023	2024
Bonus	\$1,000	\$750	\$500

B. Shift Differential

Section 1: It is understood and agreed that shift differentials are paid to compensate an employee for the inconvenience that results from being scheduled to work on a shift other than the "day shift". Subject to the following principles, employees who are scheduled or required to work on other than the "day shift" shall be paid:

Schedule	Shift Differential
Hours worked on the afternoon shift	\$0.75 per hour
Hours worked on the night shift	\$0.75 per hour

Section 2: An employee who is regularly scheduled to work on a schedule that does not coincide with the normal plant shift break schedule shall be paid shift differentials only in accordance with shift definitions (day, afternoon, and night) outlined above.

Section 3: The practice of paying shift differentials for call-ins will no longer apply.

Section 4: If an employee works continuously for more than two (2) hours on overtime into the shift following his scheduled shift, he will be paid the shift differential applicable to the shift into which he worked such overtime for all hours worked on such shift, except where the overtime hours extend into the day shift (where no differential is paid) in which case he will be paid the shift differential applicable to the shift immediately preceding the day shift for all hours continuously worked. If the employee works two (2) hours or less into such following shift, he will be paid the shift differential, if any, applicable to his scheduled shift.

Section 5: Shift differentials shall be included in the computation of "regular rate of pay" for purposes of overtime payment computation but shall not be included in payment for hours paid for but not worked, except as expressly provided elsewhere in this Agreement.

"EXHIBIT B" - OTHER FRINGE BENEFIT PROVISIONS

Section 1: The Company agrees to provide Group Insurance during the term of this Agreement, as follows:

- A. The Company will continue to provide group medical insurance for active employees and employees on Leaves of Absence (see **ARTICLE 20 LEAVES OF ABSENCE**).
- B. The current Comprehensive Health Plan, Prescription Plan, Mail Order Prescription, Dental Plan, Company Provided Life and AD&D Insurance, Vision Plan, Optional Employee and Dependent Life Insurance for active employees will be the same as Sypris Technologies, Inc. Salaried employees and all elements, plan designs and plan design deductibles, which apply to active salaried employees will also apply to active hourly employees on the same effective date. All employees will make weekly health insurance premium payments per the following:
 1. Employees will pay the same insurance rates as paid by Salaried employees.
- C. The life insurance for active employees will be one times regular base rate of pay.
- D. For employees who are on layoff, the Company will continue to provide Life Insurance for the month of layoff and the following full month. Such employees will also have their group health insurance continued until the end of the month of their layoff. Further, the existing group health insurance plan will be made available for the three (3) months following the month of layoff. The amount that the Company will contribute toward the group health insurance premium is shown below:

Length of Service	Premium Payment Arrangement
Under 10 years	Company will pay \$50.00 for each month of continued coverage
10 to 20 years	Company will pay \$100.00 for each month of continued coverage
20 years or more	Employee pays applicable premium

The employee will be responsible for the difference between the Company Payment, shown above, and the insurance company premium for each month of continued coverage.

- E. Any active employee, upon retirement, shall be entitled to \$3,000 life insurance. Such life insurance shall be fully paid by the Company. An employee on non-active status as a result of sick leave or worker's compensation leave shall be entitled to the \$3,000 benefit for a period of three (3) years or a period equal to his/her length of service, whichever is less from the date of active employment ceased.
- F. The details and terms of the insurance program shall be set forth in a booklet which shall be furnished by the Company to each employee. The total cost of the insurance program will be borne by the Company.
- G. During the life of the contract, in the event the group medical insurance plan is no longer offered by the existing carrier or any law prohibits the continuation of the plan, the Company and the Union agree to meet jointly to select an alternative plan that shall not exceed the premiums of the current plan. Employees will continue to make the applicable premium payments for any new plan selected.
- H. The Company will make available to all employees covered by this Agreement the following Sickness and Accident Benefit Program. This plan is for non-occupational disability due to sickness or accident. Highlights of the plan are:
 - 1. Benefits will begin on the first (1st) full day of absence from work due to disability from an accident. No employee receives benefits for the first three (3) working days of absence due to illness. Employees who are hospitalized are eligible for benefits from the first (1st) full day of absence from work.
 - 2. The maximum benefit period is twenty-six (26) weeks or a period equal to the employee's length of service, whichever is less. To be reinstated for coverage the employee must return to full-time work for at least five (5) consecutive working days.
 - 3. If, after you have returned to your work on a full-time basis and are forced to be off due to an illness or accident unrelated to the previous absence, you will be eligible for additional benefit coverage after completing one (1) full shift or portion thereof.
 - 4. In the event of a layoff, benefits are payable for up to thirty (30) calendar days following the layoff.

5. Weekly benefits are based on sixty percent (60%) of the employee's actual pay rate for the employee's regular job assignment immediately before disability occurs and will remain unchanged during the disability period.
6. All new hires after ratification of this Collective Bargaining Agreement will not be eligible for Sickness & Accident payments for one (1) year from the date of their hire and the benefit level for these employees will be at sixty percent (60%).

Section 2: Pensions

- A. Employees hired on or before June 18, 1995 will be covered by the Pension Agreement established between the United Steelworkers of America on behalf of its Local 1693-25 and Sypris Technologies, Inc. shall remain in effect during the term of this Agreement. It is understood and agreed that an employee may be required to retire in accordance with the terms of such Agreement.
- B. Employees hired after June 18, 1995 will be covered by a defined contribution pension plan. The Company will establish individual 401(k) retirement accounts for each participating employee through a trustee account to be selected by the Company. Eligible employees may elect to contribute to the retirement account and the Company will match the employee's contributions \$0.75 on a dollar up to the first 3% of such contributions and \$0.50 on a dollar up to the second 3% of such contributions (maximum Company contribution will be 3.75%). A Participant's Employer Account shall be vested 100% in him/her with five (5) or more years of service. Any forfeiture of Non-Vested employer contributions will be used to reduce future employer contributions.

1. The normal retirement benefit multiplier, as provided by the Pension Plan, is changed as follows:

Retirement Benefit Multiplier	Retirement Date
\$26.00	03/06/2000 to 03/05/2001
\$29.00	03/06/2001 to 03/05/2002
\$29.50	03/06/2002 to 03/05/2003
\$30.00	On or After 03/06/2003

2. For employees retiring on or after June 26, 1995, the Special Early Retirement formula, reflecting the sum of age plus years of service required, will be as follows:

Special Early Retirement Formula	Retirement Date
83 Points	06/26/1995 to 05/31/1996
80 Points	On or After 06/01/1996

3. Any employee hired prior to June 18, 1995, who is a member of the defined benefit pension plan, will be eligible to participate in the 401(k) plan. Effective March 24, 2007, all Howard Street employees can contribute into the 401(k) and will receive the current Company match.

"EXHIBIT C" - INSPECTION CLASSIFICATION

Section 1: Management will offer the Inspection Classification on a voluntary basis, an additional \$0.50 per hour (minimum 1 hour pay) to perform Liquid Penetrant Inspection. Each employee will be required to take a certification class. This class will be taught by Certified Level III Instructor.

The temporary transfer hours will be kept by the Production Supervisor and forwarded to Payroll.

The Company reserves the right to have this work performed by outside contractors, per the USW agreement under **ARTICLE 26 CONTRACTING OUT** above.

"EXHIBIT D" - NEW MEMBERS ORIENTATION

Section 1: The Company will introduce a Union Committee person to new employees during the employee's probationary period. This meeting will be allowed during the normal shift with pay and will be conducted one (1) time every four (4) months. The orientation period will be approximately thirty (30) minutes in length. The Union must notify the Company of the names of those committee members who are to be introduced to new hires.

CONTRACT EXECUTION

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

Sypris Technologies

Benjamin Munson, Plant Manager

Mylissa Westbay, HR Manager

Brett Keener, General Manager

United Steelworkers

Leo W. Gerard, International President

Stan Johnson, International Secretary-Treasure

Thomas Conway, International VP
(Administrations)

Fred Redmond, International VP (Human
Affairs)

Ernest R. Thompson, Director District 8

Joe Villines, Sub District Director

Gordon Nichols, Staff Representative

James Campbell, Unit President

Randy Hatfield, Negotiating Committee

Eddie Edwards, Negotiating Committee