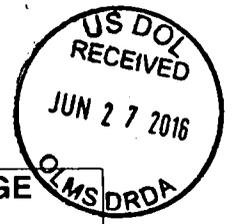


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AGREEMENT

This Agreement is entered into this 1st day of November 2014, by and between MALCO EMPLOYEES INDEPENDENT UNION, hereinafter referred to as the "Union" and MALCO PRODUCTS, INC., hereinafter referred to as the "Company."

ARTICLE I - PURPOSE

It is the intent and purpose of the parties hereto that this Agreement will promote and improve harmonious and industrial economic relationships between the Union, a labor organization as defined in the National Labor Relations Act, and the Company as to rates of pay, hours of work, and conditions of employment to be observed between the parties.

ARTICLE II – RECOGNITION

The company recognizes the Union as the exclusive collective bargaining agent for all production, maintenance, labor group employees and lead persons at its facilities in Barberton and Akron, Ohio, excluding office and clerical employees, guards and supervisors as defined in the Labor-Management Relations Act, as amended. This recognition is for the purpose of collective bargaining with respect to rates of pay, hours of work, and conditions of employment as required by and only for the purpose of Section 9 of the Act. Neither party shall be bound by anything not expressed in writing herein, and no provisions contained in this Agreement shall be changed or amended during the life of this Agreement except by mutual consent, in writing, by both parties and ratification by the membership.

ARTICLE III - UNION SECURITY AND CHECKOFF

Each employee in the bargaining unit shall, as a condition of employment, become a member of the Union in good standing no later than the sixty-first (61st) day following the execution date of this Agreement, or the sixty-first (61st) day following the date of hire, whichever is later, and shall thereafter maintain membership in good standing for the term of this Agreement.

The employer shall for the term of the Agreement deduct union dues from the first pay of each month for those employees who have voluntarily and individually authorized such deductions by executing and submitting a written authorization, (i.e., checkoff form) before the 20th of the month.

The employer shall furnish the Union with a list of new employees once a month.

ARTICLE IV - MANAGEMENT RIGHTS

The management of the business, operation of the Malco plants herein concerned, the direction of the working forces, the right to assign and transfer employees, contract and subcontract its operations and the duties, functions and responsibilities in connection therewith are vested exclusively in the Company, subject to the provisions of the Agreement.

The Company shall have the right to establish safety procedures, which shall include the limitation of harmful or hazardous clothing and the inclusion of protective wear.

The Company shall have the right to establish reasonable rules of conduct. The application of such rules shall be subject to the grievance procedure.

ARTICLE V - NO STRIKE – NO LOCKOUT

The Company agrees that it will not lock out any of its employees during the life of this agreement.

The Union agrees on behalf of itself and each of its members that there will be no strike, boycott, picketing, work stoppage, slowdown or other interference with the Company's business during the term of this Agreement.

ARTICLE VI - GRIEVANCE AND ARBITRATION PROCEDURES

A grievance is defined as any dispute regarding the interpretation or application of this Agreement.

The employer recognizes the right of the Union to select one (1) steward in each department to represent employees on all grievances.

Both the Company and the Union earnestly desire that grievances be promptly settled. A grievance signed by a Union representative must be submitted within five (5) working days to the Human Resources Manager after the grievance arises, except for (1) grievances arising under Article XIX; (2) if the Union demonstrates that circumstances existed that reasonably prevented the good faith timely submission of the grievance to the Human Resources Manager, but in no event shall the delay in submission be greater than an additional five (5) working days; or (3) if, by mutual agreement, the Company and the Union decide to extend the time limit (on a case-by-case basis).

Grievances are to be handled in accordance with the following procedures:

- (STEP 1) An employee and his/her steward shall discuss the grievance verbally with the employee's immediate supervisor and attempt to settle it to the satisfaction of the parties. If the satisfactory settlement cannot be obtained, the grievance may be referred to Step 2. However, an employee whom wishes to grieve a written reprimand or disciplinary action issued by their direct supervisor may choose to proceed directly to Step 2.
- (STEP 2) If the Union desires to process the grievance further, it shall be reduced to writing within five (5) calendar days (or if, by mutual agreement, the Company and the Union decide to extend the time limit—on a case-by-case basis) after the Step 1 discussion by the employee. The Union will then submit the grievance to the Plant Manager and meet to resolve the grievance. If the grievance is not settled, it may be referred to Step 3.
- (STEP 3) Within seven (7) calendar days after Step 2 meeting, if the Union wishes to pursue the grievance further, it will request a meeting with top

management to further discuss the grievance. If no solution is reached, the matter will be referred to Step 4.

(STEP 4) Within fifteen (15) calendar days of the Step 3 meeting, if the Union wishes to process the grievance further, it shall give written notice of the desire to submit the grievance to arbitration. The parties shall meet and mutually select an arbitrator. If the designated representatives are unable to reach agreement, the Union may request the American Arbitration Association to submit a panel of seven (7) arbitrators and the arbitrator shall be selected in accordance with the applicable rules of the service, and expenses and fees shall be shared equally by the Company and the Union.

A request by the Union to arbitrate shall specifically state the issue proposed to be submitted to arbitration and the relief or remedy sought.

The arbitrator shall have jurisdiction and authority only to interpret or determine compliance with the provisions of the agreement. The arbitrator shall not have the power to add to, subtract from, alter, amend or disregard any of the provisions of this Agreement.

The decision of the arbitrator shall be final and binding upon both parties.

ARTICLE VII – SENIORITY

Seniority is defined as length of continuous service with the Company. New employees shall serve a sixty (60) day probationary period during which time no seniority rights shall be recognized. The Company shall have the right to terminate the services of any new employee during the first sixty (60) days of service without assigning any cause therefore. The employee's seniority shall be retroactive to his or her start date of hire upon completion of the sixty (60) day probationary period.

Seniority will be determined on a Company-wide basis and seniority within a job group, classification, plant or shift will not be recognized. In all cases of layoff and recall, seniority shall prevail. This is, the first person hired shall be the last to be laid off, and the last person hired shall be the first person laid off. Recall shall be in reverse order of seniority. Employees affected by layoff shall have the right to bump the least senior employees as outlined in order below. If employee is unable to work any position in 1-3, they can accept voluntary layoff or continue right to bump at number 4.

1. In their classification, on their shift
2. In their classification, on any shift at their plant.
3. In their classification, on any shift at the other plant.
4. The least senior employee in any classification in their plant.
5. The least senior employee in any classification at the other plant.
6. Finally, the least senior employee at their plant or in the Company.

In all instances of bumping, the employee seeking to displace another employee must (a) be immediately qualified to perform the job duties of the person to be displaced in Job Group E

and F or otherwise demonstrate the ability to fully perform such job duties within three consecutive working days in Job Groups A-D; and (b) have greater seniority than the employee being displaced.

An employee returning from layoff to the same job held at the time of layoff will receive any contract wage increase that was given while the employee was on layoff. An employee returning from layoff who accepts recall to a different job class will receive the rate of that job class plus any contract wage increases from the time of layoff plus any contract increases during the period of layoff. If that employee returns to the same job class he/she left due to layoff within one year of recall, he/she will receive the wage rate he/she was earning at the time of layoff plus contract raises granted since the layoff.

An employee with health insurance who is laid off will have health insurance coverage continued for the balance of the month of lay off and the following month. However, if the lay off extends beyond the end of the second month, the employee will be eligible to continue their coverage under COBRA.

Nothing in this Agreement shall be construed to indicate standard crews or crew sizes or to mean that any job must be continued.

When more than one shift or plant is operating, seniority shall govern the preference of shifts or plants. Employees who wish to change shifts or plants will notify Human Resources in writing. Shift and/or plant changes (no more than two in any calendar year) will be allowed, provided the Company determines the need to fill the job vacancy on the shift/in plant sought by the employee, and further provided the employee has sufficient training to fill the vacancy and trained employees are available to fill the job opening created by the transfer. Employees shall not have the right to displace other employees through the exercise of shift/plant preference rights. Any dispute regarding the same shall be processed in accordance with the grievance procedure set forth herein.

All types of seniority shall be broken for any of the following reasons:

- (A) Voluntary quit.
- (B) Discharge for just cause.
- (C) Failure of an employee on layoff to notify the Company within seventy-two (72) hours after receipt of notice of recall of intention to return to work.
- (D) Failure of an employee on layoff to return to work within five (5) days after receipt of notice of recall.
- (E) Failure of an employee on leave to return to work at the end of such leave, unless the Company has agreed to extend the leave, or the failure to report is otherwise excused. Leaves for personal reasons shall not exceed 90 days. Leaves for medical reasons shall not exceed twelve months. Employees on medical leave, who return within 24 weeks, will receive the same benefits and wage, if they continued to pay their portion of the health insurance. If their health insurance is dropped during their medical leave, they will have to qualify for health insurance when they return to work according to the health insurance providers' guidelines.

- (F) Employee on layoff shall retain their seniority for twelve (12) continuous months of layoff, after which such seniority will be lost.
- (G) Two (2) years for work-related injury when employee is receiving compensation from the Bureau of Worker's Compensation.

ARTICLE VIII - PROMOTIONS AND JOB BIDDING

When any new jobs are created or vacancies occur, they shall first be offered to the most senior qualified employees. The filling of such new jobs or vacancies shall be by the Company posting notice of such job on plant bulletin boards for a period of three (3) working days. Employees desiring such jobs shall signify their interest by completing a bid slip available from their supervisor or the Human Resources department. Jobs will be awarded within ten (10) days of posting. The Union will receive copies of all job postings and jobs awarded within ten (10) days. Once the job is awarded to an employee, the employee cannot rescind his or her bid for the job. If employee is on restricted duty, he/she shall not be eligible to bid on a job where the duties of such job are not within the employee's restrictions. New employees will not be eligible to bid until after their first 180 days of employment. The Company reserves the right to give a drug test to any employee who bids into any job group.

Any person on vacation will have three days after they return to work to bid on a job that was posted while they were on vacation. Employees should check with the Human Resources department to see if a job was posted while they were on vacation.

If an employee is denied a job bid due to attendance, the Company will notify the union in writing. An employee will be denied a job bid if their points in the attendance system is at 75 points or above.

Should any dispute arise as to the more senior employee's ability to perform the duties of any job which he or she has bid upon, the employee shall be given a qualification period not to exceed thirty (30) calendar days in which to demonstrate his or her ability. Should the dispute continue after the qualification period, management shall have the right to return the employee to his or her former position while the dispute is resolved through the grievance process.

For all job groups, employees who successfully bid on another job or another shift shall be placed on the new job or shift within 60 days. If based on the needs of the business the employee is not able to be placed on the new job or shift within 45 days, the employee will begin receiving their new rate of pay for the job group after 45 days.

All job bids awarded will be posted on the plant bulletin board.

ARTICLE IX - TEMPORARY TRANSFERS

The Company may temporarily transfer from one job assignment or job group to another for a period not in excess of twenty (20) working days. In the event an employee is temporarily transferred to a lower paying job, his or her wage rate shall remain the same for the duration of the temporary transfer. In the event an employee is temporarily transferred to a high paying job, he or she shall receive the higher rate of pay for the duration of the temporary transfer.

The Company agrees that it will not use its right to temporarily transfer employees as a means of taking disciplinary action against an employee.

In the event operating conditions require the temporary transfer of employees from one shift to another or one plant to another, the Company will first transfer employees on a volunteer basis. If additional employees are needed, the Company will then transfer employees based on seniority within the job class. The transferring of employees will be in order of the least senior employee to the most senior employee. However, if an employee volunteered to be transferred, the employee will not be transferred (unless and until all employees within the job classification have been subject to the temporary transfer) and the next senior employee will be transferred instead.

ARTICLE X - HOURS OF WORK

The provisions of this Article shall not be construed as a guarantee to any employee of any specific number of hours of work per day or per week.

Forty (40) hours of work shall constitute a normal workweek. Eight (8) hours of work shall constitute a normal workday with a normal workweek consisting of five (5) eight-hour days.

The Company will have the option to introduce a workweek consisting of four (4) 10-hour days if operating conditions require. The Company will provide the Union with not less than five (5) calendar day notice of the Company's introduction of a workweek consisting of four (4) 10-hour days.

The revised overtime calculation is not made with the intent to introduce a Tuesday through Saturday workweek. If operating conditions require this change, the Company will provide the Union with not less than five (5) calendar day notice and will meet with the Union to discuss the implementation of such change.

Employees shall receive thirty cents (\$.30) per hour premium pay for working second shift and thirty-five (\$.35) per hour premium pay for working third shift as an add-on to their base rate.

Employees called into work while off duty will be guaranteed a minimum of half their normal working shift. If a person is scheduled to come back to work or called in to come back to work, that person will be paid time and a half for the hours worked (if they already worked a normal shift) and the balance as straight time for half their shift or 4 hours. Example: Someone is scheduled to come back to work to do waste water and they worked a normal 8 hour shift, go home, come back and work one hour. That person will get one hour paid at time and a half and three hours of straight time pay.

When employees report to work on a normal workday, if the Company has not provided notice that the facility was closed and there is no work for reason of an act of God, employees can choose to go home and accept lack of work; or the Company will provide employees four (4) hours of work to do for which they will be paid. However, if the Company chooses to send an employee home because there is no work for reason of act of God, the employee will be paid for either the actual hours worked or four (4) hours, whichever is greater.

ARTICLE XI – OVERTIME

All hours worked in excess of forty (40) hours in any one workweek will be paid at the overtime rate of one and one-half times the employee's regular hourly rate.

1. All scheduled paid time-off will be counted as "hours worked" toward the overtime calculation (i.e., vacation, jury duty, funeral leave).
2. Incentive Days ("free days") will be counted as "hours worked" toward the overtime calculation, but to the limit of one (1) incentive day per workweek.
3. The Floating Holiday will be counted as "hours worked" toward the overtime calculation.
4. Lack of work taken during the workweek will be counted as "hours worked" toward the overtime calculation.

All mandated overtime will be paid at the rate of time and one-half.

For all hours worked on Sunday, and for all hours worked on paid holidays recognized under this Agreement, employees will be paid overtime at the rate of two times the employee's regular hourly rate.

In the event the Company establishes a seven (7) day work schedule in which Saturday and/or Sunday becomes part of a normal forty (40) hour workweek, all work scheduled on Saturday or Sunday will be paid at straight time, unless the Saturday or Sunday so worked is the sixth (6th) or seventh (7th) consecutive workday. On workweeks established under this paragraph all work performed on the sixth (6th) day will be paid at the rate of one and one-half the employee's regular hourly rate and all work performed on the seventh (7th) consecutive day will be paid at the rate of two times the employee's regular wage rate. Prior to the establishment of any seven (7) day work schedule, the Company will meet with the Union and discuss the same.

Employees receiving holiday pay for Company paid holidays that fall on Monday through Friday will be credited as regular workday hours for overtime pay computation purposes.

All overtime will be assigned to the most senior qualified employee in the classification (example—filler operator, machine operator, utility, shipping/receiving etc.) within the plant that is scheduled for overtime and who signed the overtime posting. If job class is not filled, then overtime is scheduled company-wide by most senior qualified in the classification who signed the overtime posting. If particular job in job class (example—utility) is not filled, then the job will be awarded to most senior qualified employee company-wide who signed the overtime posting.

Call offs in Group D, E, and F cannot be used as a basis to call in temps.

This agreement will remain in effect unless there are changes to the work schedule, in which case the Company and Union will conduct good faith discussions to modify the work practices outlined above.

Overtime shall not be assigned to temporary employees unless all regular employees have been first offered the opportunity to work the same.

The Company will be granted a two (2) hour grace period on Sundays running from 10:00 p.m. to 12:00 a.m., and on Saturdays from 12:00 a.m. to 2:00 a.m. Saturday. Overtime will not be paid during this grace period unless an employee works more than their regularly scheduled workday.

In the event that there is a Monday holiday, the Company reserves the right to schedule third shift production to begin on Tuesday evening, and finish on Saturday morning. Such hours worked on Saturday will be at straight time.

The company will post weekend overtime two (2) days prior to the scheduled overtime (i.e., Thursday for Saturday). The company will determine its need for overtime before 12:00 p.m. on Friday.

The Company will post a sign-up sheet for daily overtime at each plant, which will be for all departments. The daily overtime sign-up sheet will be plant specific. Any employee that is interested in working daily overtime at their respective plant must sign-up for available daily overtime. Only those employees that have signed up to work will be considered based on job classification and seniority. If there are no employees signed up to work, supervisors will ask for volunteers; with the first ones being asked that are working on the particular line with overtime available. If there are no volunteers, the least senior production line employee of the job classification needed will be forced to work the daily overtime.

If the Company determines that daily overtime is needed to meet production schedules or customer requirements, the Company will provide advance notice, when possible, of at least one and one half (1-1/2) hours prior to the end of the shift. However, in the event of an emergency or unforeseen circumstance, daily overtime may be scheduled on less notice. At the time of the foregoing notice an employee may request and be verbally informed of the stated emergency or unforeseen circumstance.

Upon five (5) business days advance written notice from the Union, the Company will provide the Union Committee with the overtime hours worked by Union employees during the preceding three (3) month period. The Union Committee will not request such information more than four (4) times in any calendar year.

ARTICLE XII – HOLIDAYS

On the following holidays the plant is closed and the employees will be paid their regular hourly rate for 10 8-hour holidays:

1. New Year's Day
2. Good Friday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Friday following Thanksgiving Day
8. December 24
9. Christmas Day
10. Floating Holiday (that may be taken any day during the year)

If the Holiday falls on Saturday or Sunday, it will be celebrated either on the preceding or following weekday.

These paid holidays are for all employees who have been actively employed for a period of at least thirty (30) days prior to any particular holiday.

If any employee does not work the last scheduled day before and the first scheduled workday after the holiday, he or she will not be entitled to holiday pay. (Except in the case of an industrial injury the day prior to the holiday that prevents the employee from reporting the day after the holiday).

ARTICLE XIII – VACATIONS

Vacations are earned on a calendar-year basis beginning January 1, 2003. All new hires will earn prorated vacation in their first calendar year of hire. Vacation will be earned as follows:

TIME PERIOD	HOURS EARNED
FIRST QUARTER OF THE YEAR	5 days
SECOND QUARTER OF THE YEAR	4 days
THIRD QUARTER OF THE YEAR	3 days
FOURTH QUARTER OF THE YEAR	0 days

You must work a minimum of 120 work days before you are eligible to use any earned vacation during the calendar year you are eligible.

Vacation must be taken during the calendar year of eligibility for vacation and it cannot be carried over into any subsequent calendar year.

In each year following your calendar year of hire, the previous year worked entitles you to vacation as of January 2. The schedule is as follows:

COMPLETED YEARS OF SERVICE	VACATION
AFTER 1 YEAR	5 days
AFTER 3 YEARS	10 days
AFTER 7 YEARS	15 days
AFTER 12 YEARS	20 days
AFTER 30 YEARS	25 days

Employees who achieve 20 and 25 years of service during this Agreement, will receive an extra five (5) days of vacation (one time only, in their anniversary year). A year of service is considered to be a minimum of 1,600 straight time hours.

An employee will give one week's notice to take vacation time; both in week increments and individual days.

Vacation period will be established by the Company, and all hourly paid employees will be required to take their vacation during this period.

Vacations will not be accumulated from year to year.

All eligible employees will earn vacation as of January 1 of each year and will be eligible to schedule vacation, or pay as long as they are active employees.

Employees will be able to take a vacation day in lack of work situations.

Employees eligible for five (5) days of vacation will be allowed to use five (5) days vacation scheduled on an individual day basis.

Employees eligible for ten (10) days of vacation will be allowed to use five (5) days vacation scheduled on an individual day basis.

Employees eligible for fifteen (15) days of vacation will be allowed to use ten (10) days vacation scheduled on an individual basis.

Employees eligible for twenty (20) days of vacation will be allowed to use ten (10) days vacation scheduled on an individual basis.

To be eligible, you must be an active employee with a minimum of 1,600 hours in the previous calendar year; except for employees who were hired during the previous year whose vacation will be earned as per the hire date chart (see page 8).

The calculation of vacation pay will be as follows: 40 hours paid at current straight-time wage rate.

The following is a definition of the hours that count toward the 1,600 minimum hours toward vacation:

- All straight time hours worked
- All vacation hours paid whether vacation is taken or not
- Holidays, incentive days, jury duty, days paid for bereavement
- Vacation for all employees will be calendar year, based on the transition program in the 1996 contract

If an employee does not work 1600 hours but works between 1200 and 1599 hours, they can qualify for one week of vacation by working 120 days in the year in which they failed to qualify for full vacation. If an employee with three (3) or more years seniority works between 750 and 1199 hours, they can qualify for three (3) days of vacation in the year in which they failed to qualify for full vacation.

ARTICLE XIV - JURY DUTY

The Company will extend jury duty pay allowance which shall provide that the employees will lose no compensation because of being required to serve on a jury, for up to a maximum of three (3) weeks. The Company will pay the difference between the employee's wages and the

sum paid to the employee for acting as a juror, provided the employee reports to work immediately upon the close of his/her jury service for any day of the week in which he/she has to serve as a juror.

ARTICLE XV - BEREAVEMENT POLICY

Employees will receive three (3) work days paid leave of absence, provided the employee attends the funeral, in the event of the death of their:

Mother, Father, Brother, Sister, Wife, Husband, Child

Employees will receive two (2) days paid leave of absence, provided the employee attends the funeral, in the event of the death of their:

Mother-in-Law, Father-in-Law, Sister-in-Law*, Brother-in-Law*, Son-in-Law, Daughter-in-Law, Grandparent, Grandchild, Current stepfamily (i.e., stepchild or stepparent)

*Defined as employee's brother's or sister's spouse.

Employees will receive one (1) day paid leave of absence, provided the employee attends the funeral, in the event of the death of their:

Great-Grandparents or Great-Grandchildren

Employees who attend the funeral of a relative not listed above will not receive pay; the time off will not result in any points under the Absence Control Policy and employee will not lose continuity for an incentive day.

Married employees are entitled to the same number of bereavement days provided the funeral is out of state.

ARTICLE XVI - DEATH BENEFITS

Any employee who has retired from the Company after at least twenty (20) years of service will be entitled to a \$2,500.00 death benefit, provided that the claim is received by the Company, in writing, from the executor or administrator of the employee's estate within thirty (30) days after death. Employees who retire will receive a letter from the Company confirming the existence of the death benefit.

ARTICLE XVII - LIFE INSURANCE, GROUP HEALTH and AD&D

The company has a plan of group life insurance, including accidental death and dismemberment insurance, for the benefit of its employees. The plan is fully paid for by the Company and provides for protection against financial disability in the event of any accident or sickness to employees.

The life insurance benefit will be as follows:

1st year of the Agreement: \$30,000
2nd year of the Agreement: \$31,000

3rd year of the Agreement: \$31,000

All employees can elect to be covered by the group health program. A copy of the program is to be given to each employee. Employees who elect not to be covered will not be charged any costs for the group health program.

Employee contributions for health insurance shall be:

Year 1 and 2 of this Agreement

H.S.A. Plan / Base Plan

Employee - \$33.00 per pay; with maximum credits \$15.00 per pay

(for base plan; credits for H.S.A. go to the employee's account)

Employee + Spouse / Employee + Child (ren) - \$43.00 per pay; with maximum credits \$25.00 per pay

(for base plan; credits for H.S.A. go to the employee's account)

Employee + Family - \$48.00 per pay; with maximum credits \$30.00 per pay

(for base plan; credits for H.S.A. go to the employee's account)

Year 3 of this Agreement – increase of \$2.50 per week for each level of coverage

Year 1 of this Agreement

Buy-up Plan

Employee - \$53.00 per pay; with maximum credits \$35.00 per pay

Employee + Spouse / Employee + Child (ren) - \$63.00 per pay; with maximum credits \$45.00 per pay

Employee + Family - \$68.00 per pay; with maximum credits \$50.00 per pay

Year 2 of this Agreement – increase of \$2.50 per week for each level of coverage

Year 3 of this Agreement – increase of \$2.50 per week for each level of coverage

The following incentive credits shall apply during the term of this Agreement:

Credits – Base Plan and Buy-up Plan

Non-smoking (employee only or employee and spouse) - \$9.00 per week

(\$4.50 per week if one spouse smokes)

Biometric Screening (employee only) - \$3.00 per week

Annual Physical (employee only) - \$6.00 per week

Credits – H.S.A. Plan

Non-smoking (employee only or employee and spouse) – 25% of contribution to H.S.A.

(12.5% of contribution to H.S.A. if one spouse smokes).

Biometric Screening (employee only) – 10% of contribution to H.S.A.

Annual Physical (employee only) – 15% of contribution to H.S.A.

Wellness Program – The Company will be permitted to develop and implement during the term of this Agreement, and without further negotiations with the Union, a wellness program for

bargaining unit employees, provided that voluntary employee participation in the wellness program may be incented, but not required. The Union will be provided information concerning any such wellness program that the Employee elects to implement at least thirty (30) days prior to the program implementation date.

All employees will be presumed to be eligible for all employees until January 1, 2016.

In Year 1 of this Agreement, an additional employee contribution of \$10.00 per week is for a working spouse with health insurance available. That amount is added to the per pay amounts noted above. In Year 2 and Year 3 of this Agreement the additional employee contribution shall be \$15.00 per week.

For employees who select for the first time the H.S.A. Plan offered by the Company, the Company will make a one-time contribution into the employee's respective H.S.A. in the following amounts: Employee coverage \$300; employee + spouse or child (ren) \$550; family \$600. For those employees currently enrolled in the H.S.A. Plan, they will receive a one-time contribution of the difference; employee coverage \$50; employee + spouse or child (ren) \$50; family \$100.

The Company will pay the balance. These contribution rates will remain as stated above during the life of this agreement.

Health insurance plan may be a PPO or H.S.A. with or without deductibles and maximums for out-of-pocket charges. Various co-pays may apply both in and out of network.

A prescription drug card and a prescription maintenance home-delivery drug plan will be provided. The prescription drug plan card co-pays for the Buy-up Plan are \$15 for generic, \$25 for name brand drugs on the formulary list and \$40 for a drug not on the formulary list. These co-pay rates are for a 30-day supply of the prescriptions. The mail order drug co-pays are \$30 for generic, \$50 for name-brand drugs on the formulary and \$80 for drugs not on the formulary. These co-pays are for a 90-day supply of the prescriptions. The drug prescription plan will include birth control pills. There will be a fourth tier for specialty pharmacy co-pay at 50% up to a \$100 maximum for a 30-day supply and 50% up to a \$200 maximum for a 90-day supply. The prescription drug plan card co-pays for the Base Plan are \$10 for generic, \$35 for name brand drugs on the formulary list and \$50 for a drug not on the formulary list. These co-pay rates are for a 30-day supply of the prescriptions. The mail order drug co-pays are \$20 for generic, \$70 for name brand drugs on the formulary list and \$100 for a drug not on the formulary list. These co-pay rates are for a 90-day supply of the prescriptions. There will be a fourth tier for specialty pharmacy co-pay at 50% up to a \$100 maximum for a 30-day supply and 50% up to a \$200 maximum for a 90-day supply. The rates for this fourth tier will apply to both the Buy-up and Base Plans.

Employees who are absent from work due to sickness or accident (not covered by Workers' Compensation) will continue to be covered under the company's group health program until able to return to work, or for 24 weeks from the date of sickness or accident, whichever occurs first, provided they maintain their weekly contribution to the group health program.

Dental coverage will be offered to employees on an optional basis. The Company's monthly maximum contribution shall be ten dollars (\$10.00) for single coverage and fifteen dollars (\$15.00) for family coverage. All other costs of the dental program will be assumed by the employee.

The Company will provide safety goggles or shields. If the employee's eyeglasses are damaged while wearing goggles or shields, the Company agrees to repair or replace them. The Company may, at its option, require employees to wear prescription safety glasses, which the Company will furnish at no cost to the employee.

Eligible employees who are laid off or separated from the Company will be entitled to continue their insurance coverage, at their own expense, consistent with the COBRA law.

ARTICLE XVIII - SICKNESS AND ACCIDENT POLICY

Employees absent from work due to sickness or accident and not covered by Workers Compensation will be covered under the sickness and accident program for a period of up to twenty-four (24) weeks during their absence.

The per-week sickness and accident insurance allowable hereunder, regardless of whether or not the employee elects to have hospitalization coverage, and if they qualify for Short Term Disability, will be seventy-five percent (75%) of the employee's straight-time hourly rate multiplied by 40, not to exceed five hundred dollars (\$500.00) per week during the life of this agreement. Benefits will be payable up to 24 weeks in any twelve (12) month period.

ARTICLE XIX - DISCHARGE-DISCIPLINARY ACTION

The Company shall have the right to discharge an employee for just cause. Intoxication, insubordination, excessive absenteeism, excessive tardiness, and repeated garnishments are examples of, but not limited to, the definition of just cause.

All disciplinary action will be taken within five (5) working days of the date the Company becomes aware of the infraction, except for if the Company demonstrates that circumstances existed that reasonably prevented the good faith timely taking of disciplinary action, but in no event shall the delay in taking disciplinary action be greater than an additional five (5) working days.

Whenever it is necessary to terminate or suspend a member of the MEIU, the Company will notify the union president or, in his absence, the highest ranking officer of its action.

All grievances arising out of the discharge of an employee shall be filed within ten (10) calendar days of the time of the discharge and every endeavor shall be made by the parties hereto to resolve such grievances.

In the event that it is proven that the employee was unjustly discharged, he/she shall be reinstated and made whole for such loss of pay as he/she may have suffered.

Pending disciplinary action relating to excessive absenteeism or excessive tardiness will be removed after twelve (12) successful months of no violations of the attendance rules.

Coaching sessions shall not be considered for purposes of discipline after twelve (12) months from the date of occurrence and written warnings shall not be considered for purposes of discipline twelve (12) months from the date of occurrence; provided, however, that in either case there must have been no reoccurrence of the same type of conduct for which the disciplinary action was given in the twelve (12) months following the occurrence for which disciplinary action was provided (i.e., there must in each instance be twelve (12) months of continuous conduct free of the same type of misconduct for which disciplinary actions are not to be considered).

The Company recognizes the right of the Union or an employee to file a grievance protesting any disciplinary action pursuant to the Drug and Substance Abuse Policy (Appendix G).

ARTICLE XX - SICK LEAVE

An employee who is absent three or more consecutive days due to illness will be required to present a doctor's certificate, including diagnosis and estimated date of return. Except as may otherwise be provided under the Family and Medical Leave Act, an employee must submit to the Human Resources department a doctor's certificate by the 4th consecutive day of absence and must timely submit another doctor's certificate if the estimated date of return is extended.

An employee who suffers an injury or sickness must apply for sick leave. In the event such employee fails or refuses to apply for sick leave, the Company may require the employee to obtain certification from a physician of continued ability to work. If the employee is unable to or unwilling to obtain such certification, he may be placed on involuntary leave of absence until able to obtain such certification.

ARTICLE XXI - LEAVE OF ABSENCE POLICIES

Personal Leave of Absence

An employee wishing a personal leave of absence shall make application in writing to the Director of Operations and the HR Manager, both need to approve. A personal leave of absence shall be a minimum of one (1) week and shall not exceed thirty (30) days in length and shall be limited to one (1) per calendar year. However, such leave may be extended an additional thirty (30) days at the option of management.

The employee shall demonstrate good cause for the leave and management reserves the right to deny the request for leave. Group health coverage expires after seven (7) days of personal leave of absence. Employees will not be given any points under the Absence Control Policy for any approved leave.

Military Leave of Absence

Reemployment rights in accordance with federal and state law will be granted to any employee who is inducted, enlists, or is currently a member of the active reserve. An employee will be

granted an unpaid leave of absence to attend summer camp or other activities required by the National Guard or Reserves in accordance with federal and state laws. You should consult with the Director of Human Resources for current information concerning such leaves.

Family and Medical Leave Act

Employees may be granted leaves of absence in accordance with the provisions as set forth in the Family Medical Leave Act and the Ohio Military Family Medical Leave Act consistent with the Employer's Family and Medical Leave Act Policy and Ohio Military Family Medical Leave Act Policy.

Government Mandated Paid Leave: In the event that any local, state or federal law, statute or regulations (collectively referred to as "Law") shall mandate that the Company grant paid time off to any employees ("Mandated PTO"), then prior to the effective date of the Law, the Union and the Company shall meet and adjust or modify the existing paid time off (such as vacation and incentive days) provided under this Agreement ("Existing Paid Time Off").

The Union and the Company agree that the Mandated PTO shall not add any additional paid time off to the Existing Paid Time Off that the parties negotiated in good faith as part of this Agreement. The Company and the Union agree that Mandated PTO for each calendar year (or such other time period designated by the Law) shall be deducted from such employee's total Existing Paid Time Off for that calendar year (or such other time period designated by the Law) and set aside for the purposes mandated by Law. The Existing Paid Time Off will be adjusted or modified by the parties to permit such deduction for Mandate PTO. Each Existing Paid Time Off day that is adjusted or modified will be referred to under this Section as an "Adjusted Day."

The Union and the Company agree that to the extent an Adjusted Day under the Existing Paid Time Off provided for terms and conditions more favorable to an employee than those provided under Mandated PTO (such as carry over to the next year) and are not prohibited by the Law, such terms and conditions will apply to the Adjusted Day.

In the event an employee is not eligible for a sufficient number of paid days off under the Existing Paid Time Off to cover all the days provided by the Mandated PTO, it is understood that such employee will be eligible for the total number of days provided by the Mandated PTO. In such a situation, the Company may grant additional paid time off not provided under the Existing Paid Time Off in order to comply with the purposes of the Mandated PTO.

ARTICLE XXII - WAGE RATES

It is agreed that the wage rates for employees working in classifications covered by this Agreement are those set forth in Appendix A, attached hereto and made a part of this Agreement.

ARTICLE XXIII - TEMPORARY HELP AND TRIAL TO HIRE CONTRACT EMPLOYEES

The Company may utilize temporary help so long as no regular employee is on layoff or reduced hours. However, under the following circumstances the Company may utilize temporary help in a lay off or reduced hours situation.

1. Based on the Employment Lay Off Call Back Form, the laid off employee does not want to work on a temporary basis during lay off.
2. Employees on lay off that want to be called back will be called first and requested to work.
3. If any temporaries are to be used in a lay off or reduced hours situation it will only be to cover the number of unscheduled production employee call offs for a particular work day.

When it is necessary to utilize temporary employees to meet production schedules or customer requirement, regular Malco employees will be given preference of available job assignments so long as all positions can be filled with personnel having the necessary skill and ability to do the work.

Temporaries are only to be utilized in Job Groups A and B. During any scheduled shift, a temporary employee should not be utilized as a Machine Operator if a scheduled Malco Machine Operator is available to perform such duties.

Once a temporary employee in Job Group A or B works for sixty (60) consecutive work days they will either:

1. Go through the Malco Hiring process, or
2. Their temporary assignment will be ended.

Trial to Hire Contract Employees

With prior approval of the Union, and after exhausting the internal bid process in Article VIII, the Company may use contract employees in Job Groups C, D, E or F for up to thirteen (13) weeks with the intent to hire the employee. In such case, the employee's probationary period shall run concurrently with the last sixty (60) days of the contract period.

When a lack of work develops during a scheduled shift, any temporary agency workers in the affected plant will be sent home before Malco employees. If the lack of work lasts more than one (1) day, Malco employees may be reassigned from one plant to another to displace temporary agency workers.

ARTICLE XXIV - CLOTHING AND TOOL ALLOWANCE

Employees working in maintenance, set-up, bulk unloading/waste treatment and compounders will be reimbursed by the Company for one hundred percent (100%) of the cost of work clothes and work shoes, to a maximum of two hundred and fifty dollars (\$250) each year, provided that they present a receipt for such clothing and shoes.

Maintenance and Set-up employees will be reimbursed up to one two hundred dollars (\$200) per year in order to replace damaged tools, provided that they present a receipt for the replacement tools.

ARTICLE XXV - ATTENDANCE INCENTIVE

Any employee, who achieves perfect attendance, with no tardiness, for two (2) consecutive months, shall be entitled to a bonus day off with pay. If the employee chooses to work his/her bonus day, he/she will receive one (1) day's pay plus his/her regular earnings.

In computing the two-month eligibility period for the attendance incentive, each month will constitute the beginning of a period. This means that if any employee is absent or otherwise disqualified at any time, he/she can begin working toward the incentive starting the following month.

Compensated time off (vacations, holiday, funeral leaves, and jury duty as well as uncompensated worker's comp hearings) will be counted toward the computation of perfect attendance. If no work is available because of an unforeseen emergency closing of the plant, the work day(s) involved will be counted as though worked. If an employee has more than 48 hours of lack of work in a calendar month, that month will not be counted toward earning an incentive day.

All absences, including excused absences, and all leaves and all instances of tardiness shall be counted against the perfect attendance computation. For purpose of this Article only, tardiness is considered two (2) minutes past scheduled start of the shift. In the event the employee is tardy due to inclement weather sufficient to close the schools in the employee's school district, no points will be assessed or incentive days lost under the absence control policy if the employee works a minimum of 3 hours of their shift.

Employees are expected to give as much advanced notice as possible of their intention to use an incentive day. No more than twelve (12) incentive days may be accumulated at one time. Employees who become sick on the job and are forced to leave may use an incentive day to cover the time lost.

Employees are requested to give at least forty-eight (48) hours notice of their intention to take an incentive day on the day before or after a recognized holiday.

ARTICLE XXVI - RETIREMENT PLAN

The company maintains a 401(k) plan for eligible employees (at least one (1) full year's employment), which is funded by voluntary employee contributions and matching Company contributions in the following percentages:

EMPLOYEE CONTRIBUTION	COMPANY CONTRIBUTION
Up to 50% of annual earnings (up to IRS annual limit)	50% of employee contribution to a maximum of 7% of employee's annual earnings (contributions will be remitted in accordance with Federal law – currently biweekly). *

ARTICLE XXVII - SAFETY COMMITTEE

A safety committee will be established consisting at least three representatives chosen by management; and at least three representatives chosen by the Union (two from the Barberton plant, and one from the Akron Plant). The schedule of meetings of the Safety Committee will be flexible, but the Committee will meet at least ten (10) times per year. The Safety Committee is authorized to make non-binding recommendations on issues limited to workplace health and safety.

ARTICLE XXVIII - SAVINGS CLAUSE

In the event any provisions of this Agreement are found to be in conflict with any state or federal laws now existing or hereafter enacted, it is agreed that such laws shall supersede the conflicting provisions without affecting the remainder of these provisions.

ARTICLE XXIX - MISCELLANEOUS

Company will notify the Union of any changes in the Employee Handbook.

Testing is required for all positions other than those positions in Job Group A.

ARTICLE XXX - DURATION AND TERMINATION POLICY

This Agreement, including all appendices, shall become effective November 1, 2014 and it shall remain in effect until midnight October 31, 2017. Thereafter, it shall renew itself for yearly period unless written notice is given by either party not less than sixty (60) days but not more than seventy-five (75) days prior to the expiration date of this Agreement or any extension thereof that is desired to amend or terminate this Agreement.

In the event such notice is given, the parties shall begin negotiations for a new agreement.

SIGNED THIS ____ DAY OF _____ 2014, BY THE PARTIES HEREINABOVE STATED:

FOR THE UNION	FOR THE COMPANY
Jesse McWain, MEIU President	Stuart Glauberman, President
Michael Hopkins, MEIU Vice-President	Seth Glauberman, Vice-President of Sales
Cheryl Artis, MEIU Secretary	Tim White, Vice-President of Operations
Debbie Page, MEIU Treasurer	Mike Strick, CFO
David Kelley, MEIU Sergeant-at-Arms	Kyra Gobora, Director of Human Resources

APPENDIX A - WAGES

1. Wage Increases:
 Effective November 1, 2014 \$0.50 per hour
 Effective November 1, 2015 \$0.45 per hour
 Effective November 1, 2016 \$0.45 per hour

APPENDIX B - JOB GROUPS

The parties recognize that various job groups exist within the plant and agree that employees working in groups demanding specialized skills should receive additional levels of compensation. A Job Group for purposes of this Article is defined as a family, regarding similar levels of skill and proficiency.

Any change to a job classification should be provided to the Union before a job bid is posted.

At the request of either party it is mutually agreed between the Company and the Union to negotiate in good faith at any time during the life of this Agreement regarding establishing job criteria per Job Class for the purpose of implementing job knowledge, skills and abilities incentives.

An hourly wage rate applicable to all classifications in each job group is attached. IT IS UNDERSTOOD, HOWEVER, THAT IF AN EMPLOYEE'S WAGE RATE IS HIGHER THAN THE RANGE FOR HIS OR HER JOB GROUP, SAID EMPLOYEE'S WAGE RATE SHALL BE CONSIDERED "RED CIRCLED" AND WILL NOT BE AFFECTED BY SUBSEQUENT CHANGES IN THE RATE RANGE.

Group A	11/1/2014	11/1/2015	11/1/2016
General Laborer, Hand Labeler	\$9.25 / Hour	\$9.25 / Hour	\$9.25 / Hour
Group B	11/1/2014	11/1/2015	11/1/2016
Machine Operator (Depal, Seamer, Case Packer), Janitor/Driver, Hand Palletizer	\$9.60 / Hour	\$9.60 / Hour	\$9.60 / Hour
Group C	11/1/2014	11/1/2015	11/1/2016
Labeler Operator, Filler Operator	\$10.50 / Hour	\$10.50 / Hour	\$10.50 / Hour
Group D	11/1/2014	11/1/2015	11/1/2016
Liquid Drumming and Pailing Operator, Premium Room, Shipping / Receiving, Truck Driver (Van/Non CDL), Material Handler / Lift Truck Operator	\$11.25 / Hour	\$11.25 / Hour	\$11.25 / Hour
Group E	11/1/2014	11/1/2015	11/1/2016
Set-up, Compounding, Bulk Unloading, Waste Treatment	\$12.75 / Hour	\$12.75 / Hour	\$12.75 / Hour
Group F	11/1/2014	11/1/2015	11/1/2016
Maintenance, Truck Driver with CDL	\$15.25 / Hour	\$15.25 / Hour	\$15.25 / Hour

* Lead Person Incentive - \$0.25 / Hour

The Lead Person is a job bid position for each of the Job Groups above.

Promotion Incentive – Effective November 1, 2014 when an employee is promoted to a higher Job Group, the employee shall receive a minimum increase from his or her current hourly rate of at least \$0.25. 

Any increases earned by employees by transferring Job Groups will be withdrawn if an employee, at a later date, moves to a lower Job Group, i.e., \$7.00 an hour employee moving to Job Group D would receive \$1.85 per hour increase to minimum. The total of this increase would be lost should the employee at any future date move to a lower Job Group.

There shall be no restrictions on the Company's right to move an employee from one Job Group or to temporarily transfer an employee to a different Job Group in accordance with the conditions set forth above.

APPENDIX C – UNION BUSINESS

Pursuant to the request of your representatives, the Company agrees that when duly elected or authorized union representatives are absent from work because of legitimate union business, such absence will not be counted against them in computing entitlement to attendance incentive days, vacation days and bonuses.

As in the past, any union representative who needs to be absent for union business must check with his or her supervisor prior to taking time off. Further, since any exception to the requirements for the attendance incentive days might be considered unfair by those employees who may not take advantage of the exception, the Company must insist that union representatives not abuse their privilege of being absent for union business. Hours missed on union business will be counted as hours worked.

APPENDIX D - GUIDELINES FOR SHIFT DIFFERENTIAL PAY

For any employee to be eligible for shift differential pay on an overlapping shift, the following parameter must be met:

1. Regularly-scheduled shift; or
2. Shift differential premium would go into effect only if fifty percent (50%) or more of the scheduled hours, on the shift, are in the higher shift differential category.

(i.e., for an employee on an overlapping shift to be entitled to shift differential, he or she must work a minimum of ½ of the normal shift during the period when the shift differential pay is applicable. If that requirement is met, the shift differential premium will be paid for all hours worked during the scheduled overlapping shift)

APPENDIX E - TRANSFERS

Any employee who has been promoted or transferred to a job outside the bargaining unit shall retain his or her seniority, but shall not accumulate any additional seniority after said promotion or transfer. The employee will have up to ninety (90) calendar days to elect to return to the bargaining group.

Other than in emergency or unforeseen situations, bargaining unit employees will not be scheduled to substitute or fill in for supervisors. Management shall discuss waivers of this rule with the Union Committee to address specific replacements prior to taking any action.

APPENDIX F – HOSPITALIZATION

To protect the right of recovery under our insurance policy for expenses payable by a third party, the following language for a reimbursement provision will apply to our medical insurance:

“If a loss or injury is sustained by an individual and if such loss or injury is caused by the negligence of a third party, medical benefits provided under the plan will be paid only on the condition that the individual (or his/her legally authorized representative if the individual is legally incapable) shall agree in writing:

- To pay insurance carrier to the extent of such benefits provided upon collection of damages with respect to such individual whether by action at law, settlement or otherwise.
- To provide insurance carrier with a lien, to the extent of such benefits paid. The lien may be filed with the person whose act caused the injuries, his/her agent, or a court having jurisdiction in the matter.”

APPENDIX G

ALCOHOL AND CONTROLLED SUBSTANCE POLICY

Malco has a vital interest in ensuring safe, healthful and efficient working conditions for its employees. It is the intent of the Company to maintain a workplace that is free of drug and alcohol abuse by its employees. The unlawful presence of controlled substances and/or alcohol in the workplace conflicts with these vital interests. For these reasons, the Company has established this policy, as well as a comprehensive Drug Free Workplace Policy, which is provided separately to all employees.

The term "controlled substance" as used in this Policy as well as the Drug Free Workplace Policy includes any drug defined as a "controlled substance" in the Drug Free Workplace Act of 1988, 41 U.S.C.et.seq. (The "Act"), and/or in Chapter 3719 of the Ohio Revised Code.

It is a violation of Company policy to sell, purchase, use, consume, possess, manufacture, distribute, dispense, transport or be under the influence of alcohol, illegal drugs or other controlled substances on Company premises, in Company vehicles or while engaged in Company business. Company employees shall report to work with their abilities unimpaired by alcohol, drugs or other controlled substances, and shall remain so throughout their duties for the Company. The proper use of prescribed drugs as part of a medical treatment program is not a violation of this policy, although it is important for the Company to know such use is occurring in the event of an adverse affect on job performance or behavior.

An employee's violation of this Policy will not be reported to law enforcement unless required by a regulatory body or by criminal statute, such as related to drug trafficking. In protection of the workforce, law enforcement authorities may be contacted and requested to come onto Company property in conjunction with a referral for criminal prosecution. Any employee who is convicted under a criminal drug statue for a violation which also violates this policy will be subject to disciplinary action.

All employees are hereby advised that full compliance with this policy, as well as the more detailed Drug Free Workplace Policy, is a condition of employment at the Company. Any employee who violates either of these policies may be subject to discipline, up to and including termination of employment.