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Collectively Bargained Agreement
Between
MONARCH ELECTRIC SERVICE COMPANY
an IPS COMPANY
and
UNITED ELECTRICAL APPARATUS TECHNICIANS
November 1, 2017 to October 31, 2020

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AGREEMENT

This AGREEMENT is made and entered into this 1st day of November, 2017 by and between MONARCH ELECTRIC SERVICE COMPANY an IPS Company for its plant located at 5325 West 130th Street, Cleveland, Ohio (hereinafter referred to as the "Company") and UNITED ELECTRICAL APPARATUS TECHNICIANS, a labor organization (hereinafter referred to as the "Union"). It is the intent and purpose of the Company and the Union to promote and improve labor relations between them and to set forth herein the terms and conditions of the employment to be observed in the establishment. In consideration of the mutual promises and agreements between the parties hereto and in consideration of their mutual desires in promoting the efficient conduct of business and providing for the orderly settlement of disputes between them, the parties of this Agreement agree as follows:

ARTICLE I – RECOGNITION

- A. The Company recognizes the Union as the sole representative for collective bargaining for all machine operators, drivers, production and maintenance employees at its West 130th Street plant, but excluding office and factory clerical employees, salesmen, guards, managerial employees and supervisors as defined in the Act, and further excluding part-time employees regularly working less than sixteen (16) hours per week.

B. Definitions

Whenever the word "employee" is used hereafter throughout this agreement, it refers only to those individuals who are members of the bargaining unit. As above defined, and have completed the probationary period hereinafter provided.

ARTICLE II – UNION SECURITY

- A. It shall be a condition of employment that the employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those individuals who are not members on the effective date of this Agreement, shall on 121st day following the beginning of such employment or the effective date of this Agreement, whichever is earlier, become and remain members in good standing in the Union. It shall also be a condition of employment that all individuals covered by this Agreement be hired on or after its effective date shall, on the 121st day following the beginning of such employment, become and remain members in good standing in the Union.
- B. During the duration of this Agreement and insofar as permitted by state and federal laws, the Company agrees to deduct Union dues and initiation fees from the wages of employees in the bargaining unit who provide the Company with a voluntary written authorization satisfactory to the Company and the Union for such purposes. The initiation and dues so deducted shall be in the amounts established and as certified by the Union to the Company as due and owing from the employee involved. There shall be no more than one (1) such deduction per month for each employee. Any such deduction shall be remitted by the Company to the Union once each month.

The following information was obtained from the records of the Department of Health and Human Services, Office of Inspector General, regarding the activities of the [redacted] during the period from [redacted] to [redacted].

ACTIVITIES OF THE [redacted]

The [redacted] was established on [redacted] and is currently operating as a [redacted] organization. Its primary purpose is to [redacted] and it has been active in [redacted] since its formation.

MEMBERSHIP

The [redacted] has a membership of [redacted] individuals. The majority of the members are [redacted] and the organization is active in [redacted] throughout the [redacted].

FINANCIAL INFORMATION

The [redacted] has received a total of [redacted] in contributions from its members and other sources. The organization's expenses for the period from [redacted] to [redacted] amount to [redacted]. The [redacted] is currently in a [redacted] financial position.

CONCLUSION

Based on the information provided, it is concluded that the [redacted] is an active and financially sound organization. The [redacted] has been successful in [redacted] and is currently engaged in [redacted] activities.

ARTICLE III – MANAGEMENT RIGHTS

- A. The management of the Company and the direction of its working forces, including all such responsibilities, powers and authority which the employer had before the signing of any agreement, except such as are specifically relinquished or modified herein, including but not limited to the right to select and hire, to promote, suspend discipline or discharge for just cause, to lay off (subject to the provisions of Article XIV, “Seniority”), to perform urgent or emergency work of any kind, except as otherwise provided herein, to determine the schedule of hours, shifts and products, including the quality and quantities of production at any time, the manufacture or subcontracting of component parts or products, the methods, processes and means of manufacturing, the location of plants, and the rights to establish and post reasonable rules of plant conduct (attached hereto as “Appendix A”), are the sole and exclusive rights and responsibilities of the Company. It is understood that the foregoing language gives the Company the right to determine the number of employees in any department, classification or job as well as the right to assign any work for which an employee is qualified, and to have pre and post service call reviews and reviews of all shop work. Except as otherwise specifically, expressly and explicitly provided for in the language of this Agreement and only to the extent of such specifically, expressly, and explicitly provided language shall any matter be subject to the grievance and arbitration provisions of this agreement. The Union will be notified in advance, in writing, of any change in the existing factory rules and regulations.
- B. The Company may at any time during the term of this Agreement, or any extension thereof, relocate its plant without prior notice of the Union to any site within forty (40) miles from the plant’s present location at 5325 West 130th Street, Cleveland, Ohio. In the event, however, that the Company shall determine to move its plant facilities beyond such forty (40) mile radius, the Company agrees and undertakes to provide the Union with not less than four (4) months’ written notice prior to any such relocation.
- C. It is further understood and agreed that the Company may subcontract any bargaining unit or other work during this Agreement and any extension thereof to outside companies and concerns, subject to the sole provision that the aggregate of bargaining unit work so subcontracted shall not exceed twenty percent (20%) of the Company’s annual gross dollar receipts, and the Company will notify the Union in advance of in-house subcontracting as soon as practical. The Company will keep work in house wherever feasible. This will be on the regular agenda for discussion in the LMC meetings.

ARTICLE IV – DISCRIMINATION

- A. There shall be no discrimination, interference, restraint, or coercion by the Company or by any of its agents against any employee because of membership in the Union. The Company recognizes and will not interfere with the rights of its employees to become members of the Union.
- B. There shall be no discrimination against any employee because of age race, creed, color, gender, sexual orientation, gender stereotyping or gender identity, physical handicap, or

membership in the Union, or because of his acting as an officer or in any capacity on behalf of the Union.

ARTICLE V – PART-TIME HELP

- A. The Company agrees that part-time help shall be limited in number, up to a maximum of one (1) part-time worker for each ten (10) full-time employees or major fraction thereof within the bargaining unit.
- B. No part-time worker shall be employed for more than sixteen (16) hours per week. The utilization of such help is subject to further limitations that:
 - 1. Where any employee is regularly scheduled for less than nine (9) hours per day, five (5) days a week (8 hours to 8 hours 59 minutes), no part-time worker shall work in excess of sixteen (16) hours per week; and
 - 2. Where an employee is regularly scheduled for less than eight (8) hours per day, five (5) days a week, no part-time help shall be employed.
 - 3. Part-time help shall not work premium hours unless such hours are first offered and refused by full-time employees pursuant to the provisions of Article VIII.
 - 4. Employees who regularly perform more than sixteen (16) hours of work per week shall become members of the bargaining unit on the 121st day of employment, and shall receive a pro-rate share of fringe benefits on the basis of forty (40) hours per week.
 - 5. In the event that a full-time employee converts to a part-time schedule, or retires and returns to work, then that employee shall not be required to serve a probationary period, and shall become a union member after the thirtieth (30) day following the start of such re-employment.
 - 6. The Company shall provide the Union President with a written report of part-time employees. Said report shall be provided on a monthly basis and shall include the names and numbers of hours worked.

ARTICLE VI – HOURS

Forty (40) hours shall constitute the normal, but not guaranteed, workweek. This normal workweek shall be made up of five (5) consecutive eight (8) hour days Monday through Friday.

ARTICLE VII – CALCULATION OF COMPENSATION

- A. Work performed in excess of eight (8) and up to twelve (12) hours within any one (1) day or in excess of forty (40) hours in any week, shall be paid at the rate of time-and-a-half. Time-and-a-half shall also be paid for all hours, up to twelve (12) performed on Saturday, except for hours worked on a regularly scheduled third-shift. Double time shall be paid for all work performed (a) on Sunday or paid holidays, in addition to normal holiday pay;

(b) for over twelve hours on a Saturday; and (c) for over twelve (12) hours of continuous work until the next regular starting time. Regular starting time is to be determined by the Company with posted notice given not less than forty-eight (48) hours previous to any change. In the event that an employee is called-in outside the scheduled hours and performs work at least two (2) hours prior to starting time, he shall receive double time for such hours worked until regular starting time.

- B. There shall not be pyramiding of overtime or premium pay. Hours paid for overtime or premium rate shall not be used again in computation of other overtime and premium compensation. When two or more types of premium compensation are applicable to the same hours of work, the higher rate of compensation only shall apply.

ARTICLE VIII -- OVERTIME

- A. The Company will notify employees of overtime work by noon the day on which the work is to be performed, except for emergency situations, including rush jobs which come into the shop after noon on the day in question. No employee shall be required to work more than two (2) emergency rush jobs, as defined in this section, per month.
- B. An A and B team shall be established by department to schedule overtime for Saturday shifts. Management will determine who is on which team. The Saturday rotation will be established for the year. If the Company needs more than the scheduled A or B on a Saturday, it will use the voluntary overtime procedures set forth in this Agreement. No employee shall be required to work more than fifty (50) hours during the workweek which shall be reasonable hours made up as posted on the work schedule, which shall be posted by the end of the 1st shift on Monday for that upcoming Saturday. The Company will provide five (5) calendar days' notice for weekday mandatory overtime. No employee will be required to work more than twelve (12) consecutive hours.
- C. Overtime shall be offered on the basis of plant seniority within the departments and qualifications. The senior employee shall have the opportunity to refuse, down to the most junior qualified employee, at which time for overtime, the junior employee will perform the necessary work.
- D. Employees assigned to a job will have rights to any overtime on the job on the day they are working on the project.
- E.
1. The Company shall maintain a record of all overtime offered and or worked for all employees. Requests for a copy of this record will be made as follows:
 - a. Elected Union official makes the request
 - b. Specify the person(s) and time frame whose records are to be obtained
 - c. Records to be produced in five (5) working days

2. The Company shall maintain a record of all absenteeism and tardiness for all employees.
- F. For any voluntary overtime, the Company will ask senior qualified employees in a department working the overtime if they can work the number of hours the Company desires. If a senior employee offers to work fewer hours, the Company may skip the employee and ask a junior qualified employee to work the full desired hours. If no qualified employee agrees to work the requested hours, the Company may give the work to the qualified employee that offers to work the most hours or cancel the overtime entirely. Once an employee accepts the assignment, failure to report for the overtime will be governed by the attendance policy.
 - G. If an employee refuses voluntary weekend overtime two (2) consecutive times, he must work the next requested weekend overtime shift. Failure to do so is grounds for disciplinary action.
 - H. All overtime must have prior approval from management.

ARTICLE IX – BREAKS

- A. All employees working a full shift of not less than eight (8) hours, shall be entitled to the following breaks:

For the First Shift:
9:30 a.m. (15 minutes)
For the Second Shift
Break at 6:00 p.m. (15 minutes)
Lunch at 8:30 .pm.
For the Third Shift
(15 minutes)
- B. Second shift employees working past midnight will receive a ten (10) minute break at midnight. First shift employees working past 3:30 p.m. will receive a ten (10) minute break at 3:30 p.m.
- C. Any employee who works more than ten and one half hours (10 1/2) during a weekday and more than five (5) hours on a weekend day and remains on Company premises shall be paid \$10.00 for purchased meals via payroll. Additionally, any employee working five hours (5) or more on weekends, who does not clock out, is entitled to a meal period of no longer than 15 minutes.

ARTICLE X – WAGES

- A. For contract years 2017 through 2019, wage adjustments will depend on the plant's EBITDA performance versus **Annual Operating Plan (AOP) EBITDA target**.
 - If performance is less than 95% of AOP for the Fiscal Year, each year, employees will receive a 50 cent per hour increase.

- If performance is equal to 95% of AOP through 100% of AOP, each employee will receive a 60 cent per hour increase.
 - If performance is greater than 100% of AOP, then each employee will receive a 75 cent per hour increase.
- B. The increase will occur beginning with the first payroll period after the anniversary date.
- C. **Incentive Pay**
- Based on the actual performance to Annual Operating Plan EBITDA, for Plan years (Oct-Sep) ending during the contract term, the Company will pay out a lump sum that December as follows: (1) for between 92.5% and at 99%, one percent (1%) of an employee's gross wages; (2) for meeting 100% to 114%, two (2%) of an employee's gross wages; and (3) for exceeding the target by 115% or more, three percent (3%) of an employee's gross wages. Employees must work at least 1,250 hours in the Plan year and be employed at the time of payout to be eligible for any payment. Contractually provided paid time off counts as hours worked.
- D. In computing straight time hourly rates, all fractions of a penny will be dropped if under one-half cent and will be added if over one-half cent.

ARTICLE XI – OTHER CONDITIONS

- A. Each winder shall provide his own tools to work with, such tools to include winders, mallets, T-irons, pliers, cutters and scissors. Tools to be furnished by the mechanics shall include socket wrenches up to one inch, box wrenches to one inch, screwdrivers, hammers up to one pound, allen wrenches up to one-half inch, chisels, and punches as well as such other tools necessary to perform the job assignment. Machine tool operators shall have dial indicators necessary to perform their job assignment. The Company shall supply all other tools needed to perform the job such as taps and dies, drill bits, sockets and wrenches exceeding one inch, pullers and all other tools not supplied by the mechanic, safety glasses and hearing protectors and protective clothing for workers handling chemical.
- B. The Company agrees that all employees recalled for work after regularly scheduled working hours shall receive not less than four (4) hours' pay.
- C. The Company shall discuss any changes in starting time with the Union and shall post any such changes forty-eight (48) hours prior to change.
- D. The Company shall allow the Union accessible space for a Union bulletin board to be used for Union business.
- E. If a Union employee is promoted to a management position, the Company shall notify the Union in writing of such promotion within seven (7) days prior to the effective date of such promotion.

- F. Management shall make a request for volunteers for second and third shift operations. Volunteers with the greatest seniority shall be considered first for the second and third shift operations. In the event the Company does not obtain sufficient volunteers to effectively operate second or third shift, the Company shall use the employee with the lowest amount of seniority. (See Addendum for second and third shift premiums.) Employees who are hired specifically for the second or third shift and/or who transfer to the second or third shifts, shall remain on such shift for a minimum of one (1) year. However, employees who have transferred shall have a one-time opportunity to return to their previous shift at the end of ninety (90) days.
- G. Any reprimands and disciplinary action shall take place in the foreman's office with a Union steward present within three (3) business days of the incident for which discipline appears necessary.
- H. There shall be a service call premium of Two Dollars (\$2.50) per hour for employees. Employees on out-of-town service shall receive Thirty-Five (\$35.00) for meals per day through payroll. An employee will not refuse an outside call that can be completed within his regularly scheduled shift. A voluntary quarterly sign-up list for field service will be used. Those on the sign-up list have committed for regular and extended local and out of town, and will be chosen by seniority and qualifications for the specific field, service job.
- I. An employee shall receive twenty cents (\$0.20) per hour for training an employee on a weekly basis, not to exceed sixty (60) days. All new employees shall receive at least thirty (30) days of training.
1. The Company will agree to reimburse employees fifty percent (50%) of any tuition incurred for technical school courses. The employee must have Company approval prior to taking said course, and must complete said course satisfactorily, prior to being reimbursed.
 2. The Company will make training programs available for all employees who request it. The purpose of the training program is to provide all employees with the opportunity to learn new skills on other jobs, as long as it is consistent with production needs and efficient operation of the shop. Training shall be conducted at reasonable times and at Company expense.
- J. The Company shall have the right to designate an employee as a work leader on outside service calls when it deems that a work leader is necessary on particular work. The work leader shall receive a premium of sixty cents (\$0.60) per hour over his rate of pay while in the field for such work and shall be directly responsible for the satisfactory performance of the work.
- K. There shall be a Safety Committee consisting of two (2) Union and two (2) Management representatives. This Committee shall meet bi-monthly on a convenient normal workday during the first full week of each month. A total of two representatives shall be a quorum. A shop safety meeting shall be held once per month to address safety concerns. The

Safety Committee shall review all injuries and types of injuries and accident reports for any recommendations.

- L. The parties agree to establish a Labor-Management Committee. The parties will meet monthly or more often upon agreement of the parties.
- M. A "Focus" board shall be used to highlight Union/Management Scheduled activities and meetings.
- N. Both the Bargaining unit and Management understand the need to recruit and train new employees in the motor repair field to ensure the on-going sustainability of the business. With this need in mind, the commitment has been made to jointly develop an apprentice program. The details will be developed in the LMC meetings.

ARTICLE XII -- PAID HOLIDAYS

- A. The following paid holidays are recognized under this Agreement:

11/1/2017 – 12/31/2017 Paid Holidays

Thanksgiving Day	Thursday	November 23
Day After Thanksgiving	Friday	November 24
Christmas Eve Day	Friday	December 22
Christmas Day	Monday	December 25
New Year's Eve Day	Friday	December 29

2018 Paid Holidays

New Year's Day	Monday	January 1
Memorial Day	Monday	May 28
July 4th	Wednesday	July 4
Labor Day	Monday	September 3
Thanksgiving Day	Thursday	November 22
Day After Thanksgiving	Friday	November 23
Christmas Eve Day	Monday	December 24
Christmas Day	Tuesday	December 25
New Year's Eve Day	Monday	December 31

2019 Paid Holidays

New Year's Day	Tuesday	January 1
Memorial Day	Monday	May 27
July 4th	Thursday	July 4
Labor Day	Monday	September 2
Thanksgiving Day	Thursday	November 28
Day After Thanksgiving	Friday	November 29
Christmas Eve Day	Tuesday	December 24

Christmas Day	Wednesday	December 25
New Year's Eve Day	Tuesday	December 31

2020 Paid Holidays

New Year's Day	Wednesday	January 1
Memorial Day	Monday	May 25
July 4th	Friday	July 3
Labor Day	Monday	September 7

- B. Upon hire, an employee shall receive eight (8) hours' pay computed at the regular straight - time hourly rate for each holiday set forth above although no work is performed, provided that such employee worked the last scheduled day prior to and the next scheduled day after the holiday. This attendance requirement may be excused by the Company.
- C. Employees who achieve perfect attendance (no absences, no tardiness) in any month will be credited with a bonus of one (1) hour. The required number of bonus hours to receive a bonus is eight (8) during a calendar year, or can earn one (1) day/year with one (1) miss (refer to Appendix C) per each six (6) months. Employees who prefer to take their bonus in pay will receive the pay, at their straight-time hourly rate, during the month of December.
- D. The Company shall provide, in addition to the foregoing, four (4) personal paid holidays (PPH).
 - 1. An employee may work his PPH at his regular rate, and receive pay in lieu of time off.
 - 2. A PPH can be taken back to back with a holiday or vacation provided such is requested with three (3) days' notice and approved by the Company.
 - 3. A PPH may be used in four (4) hour increments with three (3) day advance notice.
 - 4. Any employee may use a PPH on Good Friday, with no limit as to numbers of employees.
 - 5. All but two PPH days must be scheduled with at least three (3) days advance notice. An employee may use two (2) PPH days ("Super PPH") without three (3) days' advance notice.

ARTICLE XIII -- VACATIONS

- A. Employees in the bargaining unit shall be entitled to a vacation with pay during each calendar year in accordance with the requirements specified in this article. The minimum vacation allowance granted at any one time is four (4) hours pay.

- B. Employees begin to earn vacation upon hire, but cannot use it until after completion of their Probationary period. Vacation will be earned on the basis of months of service beginning January 1st of each year. Employees will be credited with one-twelfth (1/12) of their annual vacation allowance for each month of service from January 1st through December 31st rounded up to the nearest half (½) day. An employee will receive credit for the last month he or she worked. Unused vacation will be paid in a lump sum in the employee's paycheck as soon as possible. An employee whose employment is terminated for any reason (voluntary or involuntary) will receive pay for unused vacation days.
- C. Transition of Vacation: The vacation transition amount will be determined by taking the amount of vacation an employee has as of the employee's anniversary date in 2017 to the end of the year minus the days the employee has used during that period. Employees may use the remaining days in 2018. Such days are not eligible for payout and will be the first days utilized as vacation days in 2018.
- D. Employees may use vacation in advance of earning it, but must repay the Employer for any used, but unearned vacation upon termination of employment. However, employees who have attained 60 years of age and have ten (10) years of service do not have to pay back vacation to receive their full allotment of vacation, minus what has been taken, for the calendar year in which they retire.
- E. Employees shall be eligible for up to one (1) week of paid vacation (40 hours of pay per week) during the first and second calendar year of employment. During the third through fifth year of continuous service with the Company, Employees are eligible for two (2) weeks of vacation. Employees with more than five (5) years (sixth calendar year) but less than ten (10) years of continuous service shall be eligible for three (3) weeks of vacation. Employees with more than ten (10) (eleventh calendar year) but less than fifteen (15) years of continuous service shall be eligible for three (3) weeks of vacation plus Two Hundred Fifty Dollars (\$250.00). Employees with more than fifteen (15) (sixteenth calendar year) but less than twenty (20) years of continuous service shall be eligible for three (3) weeks of vacation plus Five Hundred Dollars (\$500.00). Employees with more than twenty (20) years (twenty-first calendar year of continuous service but less than thirty (30) years of service shall be eligible for four (4) weeks of vacation plus two (2) days' pay. Employees with thirty (30) (thirty-first calendar year) or more years of continuous service shall be entitled to four (4) weeks of vacation plus one (1) day per year over thirty (30) with a cap of five (5) days plus two (2) days' pay.
- F. Vacations may be taken all year. Vacation schedules must be posted in Department Foreperson's offices at all times. Only ten percent (10%) of the total work force may take vacation at one time and a determination as to who shall be eligible for vacation shall be based on seniority. Employees will be asked to submit vacation requests by February 28 of each year. Such requests will be granted by order of seniority, subject to the ten percent (10%) rule noted above. After February 28, vacations, insofar as practicable, without depleting a department, will be scheduled by the foreman at times more desired by employees at least two (2) weeks in advance, giving preference to those employees with the greatest amount of seniority, with the added provision that no more than two (2) employees from each shift may be scheduled for vacation during a holiday

week. Employees who have been discharged for cause by the Company or have resigned shall forfeit any and all rights which might otherwise arise by reason of this Article. No employee may take his vacation pay in advance.

- G. Vacations are accrued from the date of hire and must be taken in the year in which they accrue.

ARTICLE XIV – SENIORITY

- A. The Company recognizes the principle of seniority and will apply this principle wherever practicable. Seniority shall mean the length of continuous employment with the Company, except that seniority shall continue during a layoff period not to exceed fifteen (15) months.
- B. New employees and those hired after a break in seniority shall be regarded as probationary employees for a period of one hundred twenty (120) days. During such probationary period, the employee shall not be eligible to take vacation. Eligibility for any other fringe benefits during the probationary period will be governed by the relevant Plan documents. At the conclusion of that period, the employee's seniority shall be recognized and become effective as of the date of his hire.
- C. The seniority and continuous service record of an employee shall be broken and terminated if:
 - 1. An employee quits or voluntarily leaves his employment with the Company;
 - 2. An employee is discharged for just cause;
 - 3. An employee fails to notify or report for work at the end of his vacation or a leave of absence, unless his failure to report to work is excused by the Company;
 - 4. An employee fails to notify the Company of his intention to return to work within five (5) days after notice of recall after layoff is sent by email or phone call and by regular mail to his last known address, email address or mobile telephone number. A union committee member will be present for any phone call, copied on any email and given a copy of the letter;
 - 5. An employee is not recalled to work for a period of fifteen (15) months following his date of layoff;
 - 6. An employee does not return to work after twelve (12) months on a leave of absence for medical reasons.
- D. The Company undertakes, business conditions permitting, to provide forty (40) hours of work per week to Union employees on the basis of seniority and department. In keeping with such undertaking, the Company agrees, in the event that there is insufficient work available to provide all employees within the bargaining unit with forty (40) hours of work per week, rather than instituting any general reduction of hours, it will lay off

employees in the inverse order of plant seniority by department for the purpose of providing the forty (40) hour week to the remaining employees having greater seniority, provided such employees are qualified to perform the work.

- E. In the event of a layoff, an employee with greater seniority may elect to displace an employee with lesser seniority rather than be laid off, provided that such senior employee is qualified to perform the work involved.
- F. Prior to any layoff, Company officials shall meet with the duly designated Union officials to discuss all aspects of the proposed layoff.
- G. The Company shall not fill a job vacancy, whether replacing someone who left or when expanding the unit, until it has been posted for five (5) consecutive days. If no internal person bids, the Company may fill the position from the outside. The Company determines when a job vacancy occurs. Employees may bid on a posted vacancy. Such jobs shall be filled on the basis of seniority and the ability to perform the work. Successful bidders shall be paid a wage commensurate with their ability to be established as follows: before accepting the vacancy, the successful bidder will have a meeting with the Company to establish his rate of pay. After thirty (30) days, there will be an initial evaluation of ability and wages. There will also be subsequent evaluations at one hundred twenty (120) days and two hundred ten (210) days. At any time prior to two hundred ten (210) days, the employee may request his previous job and rate, which he shall receive within two (2) weeks of said request. The two hundred eleventh (211) day completes the transfer. No employee may successfully bid on more than two (2) posting per year.

ARTICLE XV – FRINGE BENEFITS

- A. The life insurance benefit for all employees after one hundred twenty (120) days of employment will be Fifty Thousand Dollars (\$50,000.00), fully paid by the Company.
- B. Effective November 1, 2017 the amount of weekly disability coverage will be Seven Hundred Dollars (\$700.00) or sixty percent (60%) of the employee's straight time hourly rate multiplied by forty (40), whichever is higher, but in no event shall the benefit exceed Seven Hundred Dollars (\$700.00) per week. Disability payments will be paid within one (1) week after the forms have been completed. Such payments shall be discontinued after twenty six (26) consecutive weeks. Payments will be less any offsets noted in the Plan document.
- C. The Company will pay for eleven (11) uniforms, five (5) changes of uniform per week, for each employee. The Company will also pay for fifty percent (50%) of the cost of safety shoes (maximum one (1) pair per year) and will reimburse employees One Hundred Twenty-Five Dollars (\$125.00) for the cost of prescription safety glasses once per year for the term of the contract.
- D. The Company shall provide proper lighting, ventilation, and sufficient heat in order to ensure proper health and safety of the employees working in the plant.

- E. Employees suffering a workplace injury or illness have the right to file a claim for benefits. If approved for benefits, the Workers' Compensation program shall provide for payment of benefits. For medical visits after an employee returns to work resulting from an injury or illness that occurs in the shop, the Company will be responsible for the payment of the employee's time during working hours for all medical visits necessarily required by reason of such injury.
- F. Employees are required to schedule such visits: (1) first priority outside work hours if possible; (2) if not possible outside work hours, then at the beginning or ending of your shift; (3) if neither 1 or 2 is possible, see the Operations Manager or, if not available, the Area General Manager to coordinate a time. Employees are required to report all injuries as soon as they are aware of such and immediately report all incidents, each of which however minor in nature, to the foreman. If an employee is released to return to work after receiving any treatment, the employee must return to work after treatment.
- G. Employees will have the option of waiving health insurance coverage. In order to waive health care coverage, an employee must execute a waiver which shall be irrevocable for one (1) year. Employees who exercise this option of waiving health coverage will receive a monthly lump sum payment in addition to their regular wages in the amount of \$80.00 (single) and \$200.00 (family), less applicable payroll taxes, to be paid the last day of the month.
- H. Effective January 1, 2018 employees will be offered the choice of the standard IPS Blue Choice Advantage Plus Copay Plan or the BlueChoice Advantage Plus HDHP Plan (CDHP) which are attached as Exhibits A and B, respectively.
- I. Employees will contribute no more than twenty-five percent of the total cost of premiums related to medical insurance for the level of coverage they select. However, the maximum year-over-year increase to the employee contribution can be no more than ten percent (10%) based on the 2017 weekly rates. There can be no more than a ten percent (10%) increase in 2018 over the 2017 base rates, a ten percent (10%) increase in 2019 over the 2018 rates, and a ten percent (10%) increase in 2020 over the 2019 rates.

2017 Weekly rates

	EE Only		EE + Sp		EE + Ch		Family	
Plan	EE Cost		EE Cost		EE Cost		EE Cost	
Copay Plan	\$23.37		\$58.36		\$49.02		\$64.80	
CDP	\$19.48		\$48.65		\$40.79		\$57.81	

*For those enrolled in the CDHP the Company, at the start of each calendar year, will make a one-time contribution in an HSA in the first available payroll in the amount of:

- \$800 for those enrolled in Family coverage,
- \$650 for those enrolled in Single plus spouse or child(ren), and
- \$300 for those enrolled as Single.

Plus the Company will make a dollar to dollar match of employee payroll deductions into their HSA to the limit of their enrollment category shown above. Employees may contribute more than this matching amount but additional funds contributed beyond the limits above are not matched for the remainder of that calendar year. Each participating employee must first open a HSA account so these monies can be transferred on their behalf. Enrollment details in the HSA are available in HR. There are no fees associated with this account using the Debit-card provided. Balances at the end of the calendar year remain in the employee HSA account for their use. This is NOT a “use it or lose it” program. If employees leave the Company they take this money with them. It is not a Company account.

- J. Employees will be offered the standard Company vision plan as optional coverage. The vision plan may change year-to-year as determined by the Company. The premium cost shall be paid one hundred percent (100%) by an employee who enrolls in the plan.
- K. Employees will be offered a dental plan each year, the terms of which may vary from year-to-year. Employees will pay one hundred percent (100%) of the premium cost for the level of coverage they elect.
- L. If there is any change in insurance carrier, there shall be no lapse in health insurance coverage for employees. The Company shall be liable for any claims which are not covered when a change in insurance carrier is made. The Union will be notified in writing by certified mail, return receipt requested, at least thirty (30) days prior to any change of carrier or administrator if it is known by the Company that there will be a change and there will be a meeting between the Company and all of the Union officials at least ten (10) days prior to any final change. Either party to this Agreement may present suggestions for changes in the insurance program, provided that any proposed change will maintain existing levels of benefits.
- M. Employees may participate in the Company Flexible Spending Account program on the terms and conditions set forth in the applicable Plan Documents as they may exist from time-to-time.
- N. The Company will contract with an Employee Assistance Program provider and offer such program to the employees. The program offerings and benefit levels are subject to the offering of the EAP provider and may change from time-to-time.
- O. The Medical, Dental, Vision, STD, HSA, FSA, 401(k) programs and all other benefits noted in Article XV – Fringe Benefits are provided through corporate plans and the administrative terms and conditions of such benefits are subject to the relevant Plan Documents, which may change from time-to-time, but the level of benefits may not change.
- P. The Company will pay all charges in the connection with the establishment and administration of its 401(k) retirement program. The Company will match employee contributions into the Company 401(k) Plan on the ratio of \$0.50 per \$1.00 up to six percent (6%) of employees’ eligible annual income.

- Q. Employees will be covered by the corporate Family and Medical Leave Act policy, which is reflected in Exhibit C. The policy may change from time-to-time to comply with changes in law or regulations.

ARTICLE XVI – FUNERAL LEAVE

Upon the submission of such verification as may be required by the Company, a maximum of three (3) consecutive days off with pay (defined to mean eight (8) hours per day at regular straight time rates) shall be given to employees upon the death of the employee's mother, father, husband, wife, sister, brother, spouse's parents, or child provided that the employee shall attend the funeral. One paid day will be given for a grandparent. For funerals out of town (100 mile radius), employees shall be entitled to two (2) additional days off without pay.

ARTICLE XVII – JURY DUTY

Employees who serve on a jury will be reimbursed for the difference between their regular straight time earnings and the pay received for jury duty, up to a maximum of two weeks' jury duty.

ARTICLE XVIII – GRIEVANCE PROCEDURE - ARBITRATION - NO STRIKE

- A. For the purpose of this Agreement, the term grievance shall be defined to mean a dispute between the parties hereto as to the interpretation, application, or alleged violation of this Agreement. If disputes arise as to the interpretation and/or application of the provisions hereof, a sincere and determined effort shall be made to settle grievances in accordance with the grievance procedure hereinafter provided:
1. Verbal discussion with Job Foreman and Union Steward in shop office within three (3) working days of the incident;
 2. Written Grievance (to be submitted within seven (7) calendar days of the event which led to the dispute) to be presented to the plant superintendent with copies thereof to the grievant. The Grievance Committee representing the Union shall meet with Management concerning grievance.
 3. Within five (5) calendar days of the date of presentation of the written grievance, the Company shall supply the Union Steward its written disposition of said grievance if not previously settled. In addition, a summary of each party's position shall be contained on said Company's response.
 4. Within five (5) calendar days after written disposition, if the Union desires, there shall be an additional meeting with grievant, Union Steward and Company;
 5. Within fourteen (14) calendar days after receipt by the Union of the Company's written disposition of the grievance, either party may request the matter be submitted to arbitration. If within five (5) days of the date of request for arbitration, the parties are unable to agree on the designation of the arbitrator, a grievance shall be submitted to arbitration under the voluntary arbitration rules of

the Federal Mediation and Conciliation Service, and the parties agree to select an arbitrator within twenty-five (25) days thereafter. The arbitrator's decision shall be binding on both parties. All time spent by employees and/or representatives of the Union after Step 1, above shall be at the expense of said employee and /or representative of the Union. The cost of the arbitrator shall be borne equally by the Union and the Company.

- B. In consideration of the foregoing, it is mutually agreed that should any grievance, dispute or complaint arise under and during the term of this Agreement with respect to the application or interpretation of this Agreement, there shall be no strike, slow-downs, walk-outs, lock-outs, or other cessation of work. Any employee who engages in a strike, slow-down, walk-out or cessation of work during the life of this Agreement shall be subject to discipline or discharge. The Company may impose such discipline or discharge on a selective basis. Employees subjected to such discipline or discharge shall have no recourse through the grievance procedure. For the purposes of this Article, a strike shall be defined as including the refusal to cross a picket line established by any other organization, group or individual on the premises of the Company, except when the employee fears for his personal safety or property. Employees have the option to refuse to cross a picket line at the premises of a customer or vendor. Should an employee refuse to cross such a picket line, however, a supervisor may be assigned to do so.

ARTICLE XIX -- DISCIPLINARY ACTION

A disciplinary action will be active for twelve (12) consecutive months in determining progressive discipline steps. Disciplinary action based on tardiness and absenteeism must be imposed by the end of the month following the month in which the incident occurred.

ARTICLE XX -- TERMINATION

This Agreement shall take effect as of November 1, 2017 and shall expire at the close of business October 31, 2020, but shall automatically continue from year to year unless notice is given in writing by either party not less than sixty (60) days prior to the expiration date hereof.

ADDENDUM NO. 1 - SECOND SHIFT PREMIUM

A second shift wage premium in the amount of Seventy Five Cents (\$0.75) per hour shall be paid to all employees on that shift.

ADDENDUM NO. 2 - THIRD SHIFT PREMIUM

A third shift wage premium in the amount of One Dollar and Fifteen Cents (\$1.15) per hour shall be paid to all employees on that shift.

ADDENDUM NO. 3 - STARTING TIME ALL SHIFTS

7:00 AM - 3:30 PM FIRST SHIFT
3:30 PM - 12:00 AM SECOND SHIFT
11:00 PM - 7:00 AM THIRD SHIFT

On the Evening before a Holiday the third shift schedule will be: 3:30 p.m. - 12:00 a.m.

ADDENDUM NO. 4

Any employee on the first shift currently receiving 2nd or 3rd shift premium will be grandfathered their current shift premium.

ADDENDUM NO. 5

Temporary Shift Change Compensation Pay

Employees temporarily transferred off of their shift will receive the higher of the shift premium of the shift to which they are transferred or their current shift premium during the temporary transfer. For safety related Nuclear Work, a Three Dollar (\$3.00) per hour premium will be paid.

APPENDIX A - RULES OF CONDUCT

In any organization, certain standards of conduct are necessary in order that the organization function efficiently and in the best interest of its workers. In an industrial plant, where safety is a factor, Rules of Conduct are even more important. Finally, no organization can operate unless reasonable standards of attendance, promptness and work performance are observed. These are the reasons for the adoption of Rules of Conduct. Rules are not designed for punishment. Instead, they are intended to inform employees as to what is expected in terms of attendance, conduct, and on-the-job performance. Violation of rules may lead to discipline, which is also intended to encourage better performance in the future. In the event that discipline is imposed for violation of Rules of Conduct, the nature and seriousness of the violation will determine the extent of discipline. Except in the case of aggravated or extreme violations, the Company shall follow the principle of progressive discipline. Thus, verbal warning shall precede written reprimand; written reprimand shall precede one (1) day suspension shall precede three (3) day suspension; and three (3) day suspension shall precede discharges. The following is a list of offenses which violate normal standards of conduct in any industrial organization. The list is not meant to be all inclusive, but it is intended to act as a guideline for employees and supervision:

- Chronic absenteeism or tardiness
- Un-excused absence or failure to report in sick within one (1) hour after scheduled working time
- Un-excused tardiness
- Insubordination (failure to follow the direct order of supervision);
- Abusive conduct toward a supervisor or other employee;
- Willful damage of misuse of Company or other employee's property;
- Falsifying application, work sheets or time cards;
- Fighting;
- Sleeping on the job;
- Horseplay;
- Gambling on Company's premises;
- Bringing intoxicants into, or consuming intoxicants on, the Company's premises, or reporting for duty under the influence of alcohol;

- Possession, use or distribution of narcotics, including marijuana, on Company premises;
- Unauthorized peddling;
- Violations of safety;
- Unauthorized strike action;
- Felony crimes off the premises;
- Failure to report to work after vacation or holiday;
- Insufficient work or substandard work; and
- “Moonlighting” on electric motor repair for competition or on own.

APPENDIX B - MONARCH ELECTRIC SERVICE CO. POLICY ON ALCOHOL AND SUBSTANCE ABUSE IN THE WORKPLACE

I. Policy:

It is the ongoing goal and policy of Monarch Electric Service Co. to maintain a safe and drug-free work environment. Consumption of alcohol or drugs on Company premises, possession of open containers of alcohol, possession of non-prescription drugs on Company premises or when performing work at customer sites, is prohibited. It is expected that all personnel, including non-union, on the Company’s property will be in proper physical condition to perform their duties.

II. Procedures:

1. Entry onto the Company’s property constitutes consent to Monarch Electric Service Co drug-testing policy.
2. A drug is any of the substances noted below as well as those noted in the official Federal Government List of Drugs and Harmful Substances as used by the Bureau of Narcotics and Dangerous Drugs. Alcohol shall be considered a “drug”.

III. Testing:

1. The substance abuse program will be conducted in keeping with the established testing procedures developed by the Department of Health and Human Services Scientific and Technical Guidelines dated April 11, 1988 and any subsequent amendments thereto and any testing facilities shall be licensed or certified, as the case may be, by the National Institute of Drug Abuses, and shall participate in the proficiency testing programs required by each of those respective organizations.

Minimal acceptable testing :

- A. Pre-employment Testing - All applicants for employment will be tested prior to their acceptance as employees.
- B. Random Testing - The Company is adopting a random drug testing policy. The administration, selection and testing shall be administered by a third party licensed or certified laboratory. A maximum of twenty percent

(20%) of the Company will be tested per year. When notice of test is given the employee will see the test coordinator to sign a login-logout sheet.

C. Reasonable Cause - The Company will require an employee to submit to a drug/alcohol test if the Company has reasonable belief that the employee is using or under the influence of drugs or alcohol based on specific physical, behavioral, or performance indicators which may include, but are not limited to the following:

- lack of balance, unsteady or staggered walk or muscle twitching
- red, watery or glassy eyes, dilated or constricted pupils or having difficulty focusing eyes- disorientation, uncoordinated movement of body and hands
- face/cheeks flushed, face sallow
- slurred speech, memory loss or drowsiness
- observation of drug or alcohol use
- absenteeism, tardiness, periodically missing from work
- in possession or control of any prohibited substance
- diluted sample will result in a re-test under reasonable cause.

Conditions exhibited for reasonable cause will be documented.

D. Long term (over two weeks) temporaries shall be drug tested prior to employment. Long term temporaries shall be subject to random drug testing and reasonable cause testing.

E. Customer Drug Testing -drug testing done at Monarch Electric Customer's site shall meet Monarch Electric drug testing program criteria. Customers requiring a drug test shall make a copy of their programs available for review. The Company will use best efforts to obtain from all Customers requiring a drug test, a copy of their program. Customer programs must be reviewed before any test is considered a valid drug test

2. The drug testing program will be directed at the detection of the following drugs at these established levels:

Drug Group Screening Confirmation

	Confirmation Cut-off	Cut-off
- Cannabinoids as Carboxy -THC	50 ng/ml	15 ng/ml
- Cocaine Metabolites as Benzoyllecgonine	300 ng/ml	150 ng/ml
- Phencyclidine	25 ng/ml	25 ng/ml
- Opiates (Codeine _ Morphine)	300 ng/ml	300 ng/ml
- Amphetamines (Amphetamines)		

- Methaqualone	300 ng/ml	300 ng/ml
- Propoxyphene	300 ng/ml	300 ng/ml
- Alcohol	0.04 BAC	

* The above limits shall not supersede CDL requirements

3. For reasonable cause testing, transportation to the testing location will be at Company expense. As appropriate, a Union Steward or representative must accompany the employee to the testing facility and remain during testing.
4. If any testing results in a negative test, any time missed by the employee as result of being tested or sent home will be paid by the Company. (Union representative will be paid in any case.)
5. A second diluted sample will be considered a failed test and subject to discipline
6. There must be a confirming test.

IV. Discipline:

1. First refusal on a random test will result in a twenty-four (24) hour suspension. A test must be taken within twenty-four (24) hours (continuous hours) to be reinstated.

2. A second refusal shall result in dismissal.

3. First Offense -

A positive test - the employee must be evaluated, at Company expense, by a counselor and a course of treatment will be determined by the counselor and implemented. The employee will be required to successfully complete the treatment outlined by the counselor. At the time of the first offense, the employee will be given a verbal or written warning.

4. Second Offense - Termination

5. The Company shall provide each employee, free of charge, with a copy of Wise-Hunt, Witch-Hunt provided by the Cleveland Safety Council at least sixty (60) days before implementing this policy.

6. The Company shall contact a Federally-approved laboratory to have a representative come into the Company to explain in full about their drug testing procedures.

7. The above provisions shall be subject to Article XVIII of this contract.

APPENDIX C - ATTENDANCE POLICY.

1. Absentee/ tardiness of more than 1 unexcused absence or two (2) late per month are considered infractions and subject to discipline.

2. Weekend work that is scheduled and agreed to shall be subject to absentee/tardiness rules.
3. Four (4) or more consecutive days away from work (sick/injured) requires a doctor's note indicating the employee is fit to return to work.

Integrated Power Services, Monarch Cleveland

By: Mark DeB...

By: Allan B. Barton

By: _____

By: _____

By: _____

United Electrical Apparatus Technicians

By: David Martin

By: Eric Sch...

By: Dale Mats...

By: _____

EXHIBIT A



Non-Grandfathered

Schedule of Benefits BlueChoice Advantage Plus Copay Plan Integrated Power Services, LLC

In order to receive In-Network benefits, all services must be provided by a BlueChoice HealthPlan Participating Provider. This applies to each individual service unless otherwise noted. All admissions must be authorized by BlueChoice HealthPlan in order to be covered. Benefits are subject to all terms, conditions, limitations, and exclusions outlined in the Contract.

BENEFITS	In-Network MEMBER PAYS	Out-of-Network MEMBER PAYS
Deductible per Benefit Period		
Per Member	\$500	\$1,000 per individual
Per Family (All family Members can contribute with no one Member contributing more than the individual deductible amount.)	\$1,500	
Maximum Out-of-Pocket per Benefit Period (includes deductible, coinsurance and all copays)		
Per Member	\$4,000	\$7,500 per individual
Per Family	\$8,000	

Services other than Mental Health and Substance Use Disorders

BENEFITS	In-Network MEMBER PAYS	Out-of-Network MEMBER PAYS (Member must pay balance of Provider's Charge)
Primary Care		
Office services	\$25 per visit	Deductible, then 40%
Mandated Preventive Care	\$0	Not Covered
Specialty Care		
Office services	\$45 per visit	Deductible, then 40%
Hospital services (includes inpatient, outpatient & ambulatory care services)	Deductible, then 20%	Deductible, then 40%
Emergency room care	Deductible, then 20%	Deductible, then 20%
Other Routine Care		
GYN Exam – 2 per Benefit Period	\$0	Deductible, then 40%
Routine Screening Mammogram	\$0	Deductible, then 40%
Routine Screening Colonoscopy	\$0	Deductible, then 40%
Maternity Care		
Routine Maternity Physician Services (no additional copay for ongoing routine care)	Deductible, then 20%	Deductible, then 40%

In the event that one or more predications upon which this proposal is based are not met, BlueChoice HealthPlan reserves the right to modify the terms of this proposal in whole or in part or to revoke this proposal at its option. Coverage will not go into effect until these predications are met. If any other material changes occur in the information provided to BlueChoice HealthPlan, we may also revise the rates and benefits presented. These same assumptions will be conditions of renewal of your contract by BlueChoice HealthPlan.

1/1/2016 ASOB32*00-02

**Schedule of Benefits
BlueChoice Advantage PlusSM
Integrated Power Services, LLC**

In order to receive In-Network benefits, all services must be provided by a BlueChoice HealthPlan Participating Provider. This applies to each individual service unless otherwise noted. All admissions must be authorized by BlueChoice HealthPlan in order to be covered. Benefits are subject to all terms, conditions, limitations, and exclusions outlined in the Contract.

Services other than Mental Health and Substance Use Disorders

BENEFITS	In-Network MEMBER PAYS	Out-of-Network MEMBER PAYS (Member must pay balance of Provider's Charge)														
Inpatient Hospital/Facility Services (Authorization required) Admission (including maternity)	Deductible, then 20%	\$250 per admission, then 40%														
Skilled Nursing Facility	Deductible, then 20%	Deductible, then 40%														
Long-term Acute Care	Deductible, then 20%	Deductible, then 40%														
Outpatient/Ambulatory Care Facilities All outpatient services (including maternity)	\$100 per visit and 20% for first 3 visits per Benefit Period; 20% for visits 4 and up per Benefit Period	\$150 per visit, then 40%														
Emergency room services	\$125 per visit, then 20%	Same as In-Network														
Ambulatory Surgical Center	\$45 per visit	Deductible, then 40%														
Urgent care	\$25 per visit	Deductible, then 40%														
Prescription Medicine	<table border="0"> <tr> <td>Retail (up to a 31- day supply)</td> <td>Mail Order (up to a 90-day supply)</td> </tr> <tr> <td>Tier 1</td> <td>\$8</td> <td>\$20.00</td> </tr> <tr> <td>Tier 2</td> <td>\$25</td> <td>\$62.50</td> </tr> <tr> <td>Tier 3</td> <td>\$45</td> <td>\$112.50</td> </tr> <tr> <td>Tier 4</td> <td>\$70</td> <td>\$175.00</td> </tr> </table>	Retail (up to a 31- day supply)	Mail Order (up to a 90-day supply)	Tier 1	\$8	\$20.00	Tier 2	\$25	\$62.50	Tier 3	\$45	\$112.50	Tier 4	\$70	\$175.00	Covered only at a Participating Pharmacy
Retail (up to a 31- day supply)	Mail Order (up to a 90-day supply)															
Tier 1	\$8	\$20.00														
Tier 2	\$25	\$62.50														
Tier 3	\$45	\$112.50														
Tier 4	\$70	\$175.00														
No max per Benefit Period	You will have to pay more if you select a non-generic drug instead of its less- expensive Covered generic drug (or Covered over the counter) alternative.															
Tier 5	\$125	\$312.50														
Tier 6	\$175	\$437.50														
No max per Benefit Period	Not Covered: Drugs designated as excluded on the Prescription Drug List.	Not Covered														
<ul style="list-style-type: none"> Specialty medications are not available through the mail order program for a 90- day supply. This only applies to generic or brand drugs in these tiers. 																

In the event that one or more predicated upon which this proposal is based are not met, BlueChoice HealthPlan reserves the right to modify the terms of this proposal in whole or in part or to revoke this proposal at its option. Coverage will not go into effect until these predicated are met. If any other material changes occur in the information provided to BlueChoice HealthPlan, we may also revise the rates and benefits presented. These same assumptions will be conditions of renewal of your contract by BlueChoice HealthPlan.

1/1/2017 ASOB32*00-02



Non-Grandfathered

**Schedule of Benefits
BlueChoice Advantage PlusSM
Integrated Power Services, LLC**

In order to receive In-Network benefits, all services must be provided by a BlueChoice HealthPlan Participating Provider. This applies to each individual service unless otherwise noted. All admissions must be authorized by BlueChoice HealthPlan in order to be covered. Benefits are subject to all terms, conditions, limitations, and exclusions outlined in the Contract.

Services other than Mental Health and Substance Use Disorders

BENEFITS	In-Network MEMBER PAYS	Out-of-Network MEMBER PAYS (Member must pay balance of Provider's Charge)
Other Services		
Ambulance	Deductible, then 20%	Deductible, then 40%
Behavioral Therapy (ABA) for Autism Spectrum Disorder	Deductible, then 20%	Not Covered
Dental Services due to accidental injury	Deductible, then 20%	Not Covered
Durable Medical Equipment (DME)	Deductible, then 20%	Not Covered
Home Health	Deductible, then 20%	Deductible, then 40%
Hospice	Deductible, then 20%	Deductible, then 40%
Initial Prosthetic Appliances	Deductible, then 20%	Deductible, then 40%
Medical Supplies	Deductible, then 20%	Deductible, then 40%
Occupational Therapy	Deductible, then 20%	Not Covered
Outpatient Private Duty Nursing	Deductible, then 20%	Deductible, then 40%
Physical Therapy	Deductible, then 20%	Not Covered
Speech Therapy	Deductible, then 20%	Not Covered
Chiropractic Services	\$45 per visit	Not Covered
Covered Transplants will be treated the same as any other medical condition. Services must be provided at a BlueChoice HealthPlan participating facility or a Blues Distinction for Transplant designated facility.		

In the event that one or more predilections upon which this proposal is based are not met, BlueChoice HealthPlan reserves the right to modify the terms of this proposal in whole or in part or to revoke this proposal at its option. Coverage will not go into effect until these predilections are met. If any other material changes occur in the information provided to BlueChoice HealthPlan, we may also revise the rates and benefits presented. These same assumptions will be conditions of renewal of your contract by BlueChoice HealthPlan.

1/1/2017 ASOB32*00-02



Non-Grandfathered

**Schedule of Benefits
BlueChoice Advantage PlusSM
Integrated Power Services, LLC**

In order to receive In-Network benefits, all services must be provided by a BlueChoice HealthPlan Participating Provider. This applies to each individual service unless otherwise noted. All admissions must be authorized by BlueChoice HealthPlan in order to be covered. Benefits are subject to all terms, conditions, limitations, and exclusions outlined in the Contract.

Mental Health & Substance Use Disorders

(Companion Benefit Alternatives, Inc. (CBA) must authorize these services in advance. On behalf of BlueChoice HealthPlan, CBA manages behavioral health and substance abuse benefits for our members and their dependents. CBA is a separate company. Call CBA at 1-800-868-1032)

BENEFITS	In-Network MEMBER PAYS	Out-of-Network MEMBER PAYS (Member must pay balance of Provider's Charge)
Inpatient Hospital Facility Services	Deductible, then 20%	Deductible, then 40%
Inpatient Physician Services	Deductible, then 20%	Deductible, then 40%
Outpatient Facility Institutional Services	\$100 per visit and 20% for first 3 visits per Benefit Period; 20% for visits 4 and up per Benefit Period	Deductible, then 40%
Outpatient Facility Professional Services	20%	Deductible, then 40%
Office Professional Services (does not require prior authorization)	\$25 per visit	Deductible, then 40%
Urgent Care (does not require prior authorization)	\$25 per visit	Deductible, then 40%

Benefits not listed above will be covered the same as "Services other than Mental Health and Substance Use Disorders"

In the event that one or more predications upon which this proposal is based are not met, BlueChoice HealthPlan reserves the right to modify the terms of this proposal in whole or in part or to revoke this proposal at its option. Coverage will not go into effect until these predications are met. If any other material changes occur in the information provided to BlueChoice HealthPlan, we may also revise the rates and benefits presented. These same assumptions will be conditions of renewal of your contract by BlueChoice HealthPlan.

1/1/2017 ASOB32*00-02



Non-Grandfathered

Schedule of Benefits
BlueChoice Advantage PlusSM
Integrated Power Services, LLC

In order to receive In-Network benefits, all services must be provided by a BlueChoice HealthPlan Participating Provider. This applies to each individual service unless otherwise noted. All admissions must be authorized by BlueChoice HealthPlan in order to be covered. Benefits are subject to all terms, conditions, limitations, and exclusions outlined in the Contract.

MAXIMUMS	
Occupational Therapy	20 visits per Benefit Period
Outpatient Private Duty Nursing	60 visits per Benefit Period
Physical Therapy	20 visits per Benefit Period
Skilled Nursing Facility	120 days per Benefit Period
Speech Therapy	20 visits per Benefit Period
Benefit Period	Calendar Year

- Nurseline
- Personal Health Assessment
- Coverage for treatment of Varicose Veins subject to medical necessity guidelines.

In the event that one or more predications upon which this proposal is based are not met, BlueChoice HealthPlan reserves the right to modify the terms of this proposal in whole or in part or to revoke this proposal at its option. Coverage will not go into effect until these predications are met. If any other material changes occur in the information provided to BlueChoice HealthPlan, we may also revise the rates and benefits presented. These same assumptions will be conditions of renewal of your contract by BlueChoice HealthPlan.

1/1/2017 ASOB32*00-02

EXHIBIT B



Non-Grandfathered

Schedule of Benefits BlueChoice Advantage Plus HDHPSM Integrated Power Services, LLC - CB

In order to receive In-Network benefits, all services must be provided by a BlueChoice HealthPlan Participating Provider. This applies to each individual service unless otherwise noted. All admissions must be authorized by BlueChoice HealthPlan in order to be covered. Benefits are subject to all terms, conditions, limitations, and exclusions outlined in the Contract.

BENEFITS	In-Network MEMBERPAYS	Out-of-Network MEMBERPAYS
Deductible per Benefit Period		
Individual Coverage	\$2,750	\$3,500
Family Coverage	\$5,500	\$7,000

Maximum Out-of-Pocket per Benefit Period (includes deductible, coinsurance and all copays)		
Individual Coverage	\$2,750	\$10,000
Family Coverage	\$5,500	\$20,000

Services other than Mental Health and Substance Use Disorders

BENEFITS	In-Network MEMBERPAYS	Out-of-Network MEMBERPAYS (Member must pay balance of Provider's Charge)
Physician Care		
Office services	Deductible, then 0%	Deductible, then 40%
Mandated Preventive Care	\$0	Not Covered
Other Routine Services	(Not subject to deductible or copayment)	
GYN Exam (2 per Benefit Period)	\$0	Deductible, then 40%
Routine Screening Mammogram		
Routine Screening Colonoscopy		
Hospital/Facility Services	(Authorization required)	(Authorization required)
Inpatient Admission (including maternity)	Deductible, then 0%	Deductible, then 40%
Skilled Nursing Facility	Deductible, then 0%	Deductible, then 40%
Long-term Acute Care Facility	Deductible, then 0%	Deductible, then 40%

In-Network Covered Services are underwritten by BlueChoice HealthPlan of South Carolina, Inc. Out-of-Network Covered Services are underwritten by BlueCross BlueShield of South Carolina and administered by BlueChoice HealthPlan of South Carolina, Inc. BlueCross BlueShield of South Carolina and BlueChoice HealthPlan are independent licensees of the BlueCross and BlueShield Association.

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Non-Grandfathered

Schedule of Benefits
BlueChoice Advantage Plus HDHPSM
Integrated Power Services, LLC - CB

In order to receive In-Network benefits, all services must be provided by a BlueChoice HealthPlan Participating Provider. This applies to each individual service unless otherwise noted. All admissions must be authorized by BlueChoice HealthPlan in order to be covered. Benefits are subject to all terms, conditions, limitations, and exclusions outlined in the Contract.

Services other than Mental Health and Substance Use Disorders

BENEFITS	In-Network MEMBERPAYS	Out-of-Network MEMBERPAYS (Member must pay balance of Provider's Charge)
Outpatient/Ambulatory Care Facilities All services (including maternity) Emergency room services Ambulatory Surgical Center Urgent care	Deductible, then 0% Deductible, then 0% Deductible, then 0% Deductible, then 0%	Deductible, then 40% Same as In-Network Deductible, then 40% Deductible, then 40%
Prescription Medicine Certain Prescription Medicine may require prior authorization or have dosage limits	Deductible, then 0%	Not Covered
Specialty Pharmaceuticals	Deductible, then 0%	Not Covered
Other Services Ambulance Behavioral Therapy (ABA) for Autism Spectrum Disorder Dental Services due to accidental injury Durable Medical Equipment (DME) Home Health Hospice Initial Prosthetic Appliances Medical Supplies Occupational Therapy Outpatient Private Duty Nursing Physical Therapy Speech Therapy	Deductible, then 0% Deductible, then 0%	Deductible, then 40% Not Covered Deductible, then 40% Deductible, then 40%
Chiropractic Services	Deductible, then 0%	Not Covered
Covered Transplants will be treated the same as any other medical condition. Services must be provided at a BlueChoice HealthPlan participating facility or a Blues Distinction for Transplant designated facility.		

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Schedule of Benefits
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Mental Health & Substance Use Disorders

(Companion Benefit Alternatives, Inc. (CBA) must authorize these services in advance. On behalf of BlueChoice HealthPlan, CBA manages behavioral health and substance abuse benefits for our members and their dependents. CBA is a separate company. Call CBA at 1-800-868-1032)

BENEFITS	In-Network MEMBERPAYS	Out-of-Network MEMBERPAYS (Member must pay balance of Provider's Charge)
Inpatient Hospital Facility Services	Deductible, then 0%	Deductible, then 40%
Inpatient Physician Services	Deductible, then 0%	Deductible, then 40%
Outpatient Facility Institutional Services	Deductible, then 0%	Deductible, then 40%
Outpatient Facility Professional Services	Deductible, then 0%	Deductible, then 40%
Office Professional Services (does not require prior authorization)	Deductible, then 0%	Deductible, then 40%
Urgent Care (does not require prior authorization)	Deductible, then 0%	Deductible, then 40%

Benefits not listed above will be covered the same as "Services other than Mental Health and Substance Use Disorders"

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Non-Grandfathered

Schedule of Benefits
BlueChoice Advantage Plus HDHPSM
Integrated Power Services, LLC - CB

In order to receive In-Network benefits, all services must be provided by a BlueChoice HealthPlan Participating Provider. This applies to each individual service unless otherwise noted. All admissions must be authorized by BlueChoice HealthPlan in order to be covered. Benefits are subject to all terms, conditions, limitations, and exclusions outlined in the Contract.

MAXIMUMS	
Occupational Therapy	20 visits per Benefit Period
Outpatient Private Duty Nursing	60 visits per Benefit Period
Physical Therapy	20 visits per Benefit Period
Skilled Nursing Facility	120 days per Benefit Period
Speech Therapy	20 visits per Benefit Period
Benefit Period	Calendar Year

- Nurseline
- Personal Health Assessment
- Coverage for Varicose Veins subject to medical necessity.

In-Network Covered Services are underwritten by BlueChoice HealthPlan of South Carolina, Inc. Out-of-Network Covered Services are underwritten by BlueCross BlueShield of South Carolina and administered by BlueChoice HealthPlan of South Carolina, Inc. BlueCross BlueShield of South Carolina and BlueChoice HealthPlan are independent licensees of the BlueCross and BlueShield Association.

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EXHIBIT C



Integrated Power Services – HR Department
Tel: 864.451.5600
Fax: 864.451.5601

Family Medical Leave Act Policy

PURPOSE

To define the Integrated Power Services, LLC Family Medical Leave Act Policy.

SCOPE

This policy is applicable to U.S. based Integrated Power Services, LLC employees

DEFINITION

The Family Medical Leave Act (FMLA) is a federal law that guarantees eligible employees up to 12 weeks of unpaid leave for specified family and medical reasons. IPS employees are eligible if they have been employed by IPS for at least 12 months, and have worked 1,250 hours prior to the start of leave.

Eligible employees are generally entitled to:

Up to 12 weeks of unpaid, job-protected leave during any 12-month period for one or more of the following reasons:

- For the birth and care of the newborn child of the employee;
- For placement with the employee of a son or daughter for adoption or foster care;
- To care for an immediate family member (spouse, child, or parent) with a serious health condition;
- To take medical leave when the employee is unable to work because of a serious health condition;
- Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or

Up to 26 workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the eligible employee is the servicemember's spouse, son, daughter, parent, or next of kin (military caregiver leave).

POLICY STATEMENTS

Integrated Power Services (IPS) FMLA provides up to 12 weeks of unpaid, job-protected leave to eligible employees in accordance with Federal and State law.

FMLA Leave will run concurrent with Medical Leave of Absence and Personal Leave, when applicable.

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BENEFITS

During FMLA leave, IPS will maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

NOTIFICATION AND REPORTING

Employee responsibilities are to provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 day notice is not possible, the employee must provide notice as soon as practicable and generally must comply with normal call-in procedures which is to talk to your immediate supervisor or if that person is not available talk to that supervisor's manager. Leaving a voice-message or talking to another employee is not acceptable for call-in. Employee may also be required to notify The Company's Third Party Leave Administrator (TPLA). Employee may be required to provide expected return to work date to The Company periodically.

Employees must provide sufficient information to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

ADMINISTRATION

Employees on a FMLA Leave are governed under the normal no carry-over rule for vacation, unless prohibited by state law. Holiday pay is not provided during FMLA Leave.

IPS, or The Company's TPLA will inform employees requesting leave whether they are eligible under FMLA. The employee will be informed of any additional information required as well as the employees' rights and responsibilities. If they are not eligible, IPS or IPS's TPLA will provide the reason for the ineligibility.

An Employee who fails to return to work at the end of the approved FMA Leave will be deemed to have voluntarily terminated his or her employment.

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IPS, or IPS's TPLA will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If it's determined that the leave is not FMLA-protected, the employee will be notified.

IPS will not interfere with, restrain, or deny the exercise of any right provided under FMLA or discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Any employee feeling that IPS is not providing the benefits or information required in this policy is to contact the appropriate Service Center Manager or contact IPS Corporate Human Resources at (864) 451-5606.

IPS is committed to providing a safe and healthy work environment for all employees. We are committed to providing a safe and healthy work environment for all employees. We are committed to providing a safe and healthy work environment for all employees.

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October 27, 2017

Memo of Understanding

The Company and the Union agree to modify Article XII -- Paid Holidays for 2017 & 2018 as highlighted below. All other holidays remain as stated in the contract.

ARTICLE XII -- PAID HOLIDAYS

The following paid holidays are recognized under this Agreement:

11/1/2017 – 12/31/2017 Paid Holidays

Christmas Eve Day	Monday	December 25
Christmas Day	Tuesday	December 26
New Year's Eve Day	Monday	January 1

2018 Paid Holidays

New Year's Day	Tuesday	January 2
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Integrated Power Services, Monarch Cleveland

By: Alan B. Berto

By: _____

By: _____

By: _____

By: _____

United Electrical Apparatus Technicians

By: David Mark

By: _____

By: _____

By: _____