

COLLECTIVE BARGAINING AGREEMENT BETWEEN
WEATHERLY CASTING & MACHINE CO LLC & UNITED
STEEL, PAPER AND FORESTRY, RUBBER MANUFACTURING,
ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS
INTERNATIONAL UNION AFL-CIO-CLC, LOCAL #366-B

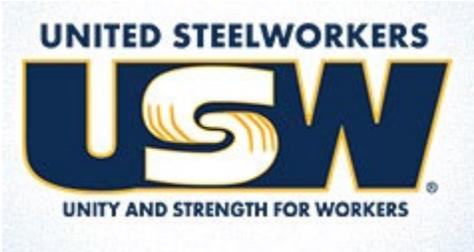


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ARTICLE # 1 – AGREEMENT

This agreement, made the 20th day of January, 2020, between Weatherly Casting & Machine Co LLC for its Weatherly, PA plant hereinafter referred to as the "Employer," and the United Steel, Paper and Forestry, Rubber Manufacturing, Energy, Allied Industrial and Service Workers International Union AFL-CIO-CLC located at 60 Boulevard of the Allies, Pittsburgh, PA and on behalf of Local #366-B located in Weatherly, PA, who shall hereinafter be referred to as the "Union" has as its purpose the promotion of harmonious relations between the Union and the Employer; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other terms and conditions of employment.

ARTICLE # 2 – RECOGNITION OF UNION SHOP

1. The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the Weatherly plant and facilities the purpose of establishing salaries, wages, hours and terms and conditions of employment excluding confidential employees, clerks, timekeepers, executives, managerial, and other supervisory employees, guards, and watchmen as defined in the National Labor Relations Act.

It is recognized that those excluded from the Union will not perform production or maintenance work that is covered by this agreement except when it is recognized that such employees may perform bargaining unit work which is de minimis for troubleshooting, instruction or development, otherwise de minimis in nature, or in the case of an emergency, or when an appropriately trained bargaining unit employee is not available.

2. Membership in the United Steel, Paper, and Forestry, Rubber, Manufacturing, Energy, allied Industrial and Service Workers International Union shall be a condition of employment.

It shall also be a condition of employment that all Employees covered by this Collective Bargaining Agreement and hired on or after its effective date or its execution date, whichever is later, shall on the thirtieth (30th) calendar date following the beginning of such employment, become and remain members in good standing in the Union. The foregoing shall be applied in accordance with the provisions of Section 8(a)(3) of the Labor-Management Relations Act of 1947, as amended.

New employees shall have a probationary period of one hundred (100) days to determine if they are satisfactory employees of the Employer. It is agreed that some probationary employees may require additional time for review. In those instances, it is agreed that the Employer shall discuss an extension to the probationary period which will be reasonably agreed to by the Union.

3. It is further agreed between the parties hereto that the dues and initiation fees shall be in accordance with the Constitution of the United Steel, Paper, and Forestry, Rubber, Manufacturing, Energy, allied Industrial and Service Workers International Union.
4. The membership, dues including initiation fees, and assessment of Local #366-B United Steel, Paper, and Forestry, Rubber, Manufacturing, Energy, allied Industrial

and Service Workers International Union affiliated with the AFL-CIO shall be the checked off wages of the employees by the Employer and shall be remitted to the Employer to the International Secretary/Treasurer.

Such remittances shall be accompanied by an itemized statement showing the name of each employee and the amount checked off for dues, initiation fees, and assessments together with a list of employees from whom dues, initiation fees and assessments have not been collected.

In order that this section may become effective and operate within the limitations of the Labor Management Relations Act of 1947, The Union hereby agrees to furnish to the Employer with all reasonable dispatch written assignments from each employee.

5. The Union shall furnish the Employer with a complete list of Union members showing the approved amount of monthly dues for each Union member. Proof of Assignment of dues in the Union by each Union Member must be furnished for the Employer records.
6. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, judgements or other forms of liability brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this article.

UNITED STEELWORKERS (USW) CHECK-OFF AUTHORIZATION

Employer _____

20

Facility _____

Date _____

Pursuant to this authorization and assignment, please deduct from my pay each month, while I am in employment with the collective bargaining unit in the Employer, and irrespective of my membership status in the Union, monthly dues, assessments and (if owing by me) an initiation fee each as designated by the International Secretary/Treasurer of the Union.

The aforesaid payment shall be remitted promptly by you to Stan Johnson, or his successor, International Secretary/Treasurer of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, (also known in short as the "Union", "United Steelworkers" or "USW") or its successor, 60 Boulevard of the Allies, Pittsburgh, Pa. 15222.

This assignment and authorization shall be effective and cannot be cancelled for a period of one (1) year from the date appearing above or until the termination of the date of the current collective bargaining agreement between the Employer and the Union, whichever occurs sooner.

I hereby voluntarily authorize you to continue the above authorization and assignment in effect after the expiration of the shorter of the periods above specified, for further successive periods of one (1) year from such date. I agree that this authorization and assignment shall become effective and cannot be cancelled by me during any of such years, but that I may cancel and revoke by giving to the appropriate management representative of the facility in which I am then employed, an individual written notice signed by me and which shall be postmarked or received by the Employer within fifteen (15) days following the expiration of any such year or within the fifteen (15) days following the termination date of any collective bargaining agreement between the Employer and the Union covering my employment if such date shall occur within one of such annual periods. Such notice of revocation shall become effective respecting the dues for the month following the month in which such written notice is given; a copy of any such notice will be given by me to the Financial Secretary of the Local Union.

While contributions or gifts to the USW are not tax deductible as charitable contributions for Federal income tax purposes, they may be tax deductible under other provisions of the Internal Revenue Code.

(USW) Local Union No. _____ Signature _____

Witness _____ Check No. _____
Form 530 (ORIGINAL FOR EMPLOYER)

UNITED STEELWORKERS (USW) CHECK-OFF AUTHORIZATION

Employer _____

20

Facility _____

Date _____

Pursuant to this authorization and assignment, please deduct from my pay each month, while I am in employment with the collective bargaining unit in the Employer, and irrespective of my membership status in the Union, monthly dues, assessments and (if owing by me) an initiation fee each as designated by the International Secretary/Treasurer of the Union.

The aforesaid payment shall be remitted promptly by you to Stan Johnson, or his successor, International Secretary/Treasurer of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, (also known in short as the "Union", "United Steelworkers" or "USW") or its successor, 60 Boulevard of the Allies, Pittsburgh, Pa. 15222.

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I hereby voluntarily authorize you to continue the above authorization and assignment in effect after the expiration of the shorter of the periods above specified, for further successive periods of one (1) year from such date. I agree that this authorization and assignment shall become effective and cannot be cancelled by me during any of such years, but that I may cancel and revoke by giving to the appropriate management representative of the facility in which I am then employed, an individual written notice signed by me and which shall be postmarked or received by the Employer within fifteen (15) days following the expiration of any such year or within the fifteen (15) days following the termination date of any collective bargaining agreement between the Employer and the Union covering my employment if such date shall occur within one of such annual periods. Such notice of revocation shall become effective respecting the dues for the month following the month in which such written notice is given; a copy of any such notice will be given by me to the Financial Secretary of the Local Union.

While contributions or gifts to the USW are not tax deductible as charitable contributions for Federal income tax purposes, they may be tax deductible under other provisions of the Internal Revenue Code.

(USW) Local Union No. _____ Signature _____

Witness _____ Check No. _____
Form 530 (LOCAL UNION COPY)

PLEASE PRINT CLEARLY

First Name _____

Middle Initial _____

Last Name _____

UNITED STEELWORKERS (USW)

AFL-CIO-CLC

Local Union No. _____

I hereby request and accept membership in the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (also known in short as "United Steelworkers" or "USW"), and of my own free will hereby authorize the USW, its agents, representatives, to act for me as a collective bargaining agency in all matters pertaining to rates, wages, hours of employment, or other conditions of employment, and to enter into contracts with employer covering all such matters including contracts which may require continuance of my membership in the United Steelworkers, as a condition of my continued employment.

Date: _____ Signature _____

Name: _____

Street Address/Postal Office Box No. _____

City _____ State _____ Zip _____

Telephone Number: (_____) _____ - _____

E-Mail: _____

Employer: _____ Facility: _____

Department: _____

Initiation fee \$ _____ paid.

ARTICLE # 3 – PLEDGE AGAINST DISCRIMINATION AND COERCION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit, without discrimination as to age, sex, gender, sexual orientation, gender identity, marital status, race, color, creed, national origin, disability, or Union membership.

All references to employees in this Agreement designate all genders, and wherever the male gender is used, it shall be construed to include male, female, or other gender identified Employees.

The Employer agrees not to interfere with the rights of employees to become or not to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or lack thereof or because of any proper employee activity in an official capacity on behalf of the Union.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE # 4 – COMPLIANCE WITH LAWS AND REGULATIONS

In the event any provisions of this Agreement are found to be in compliance with federal, state or local law or statutes, the provisions of such laws or statutes shall prevail, but all other valid provisions of this contract shall remain in full force and effect. However, the parties shall, at the request of either party, meet and discuss concerning the subject matter involved in any invalid provision.

ARTICLE # 5 – MANAGEMENT RIGHTS

1. The management of the plant and the direction of the working force including the right to hire and discharge for cause are vested exclusively with the Employer. It is agreed that a supervisor or other non-bargaining unit employee may perform the type of work normally performed by bargaining unit employees to provide short term relief (coverage for breaks, restroom visits, etc.), instruction or development, testing, address emergency situations or when an appropriately trained bargaining unit employee is not available. The Employer will make every reasonable effort to find an appropriately trained bargaining unit employee on these occasions when one is not readily available.
2. The Employer shall have the sole right to determine the extent to which the plant shall be operated.
3. All conditions and provisions of this Agreement are subject to adjustment to conform with any laws in effect of that may become effective during this period of the Agreement.

ARTICLE # 6 – GRIEVANCES

1. In the event a grievance arises, the employee must bring it to the attention of his immediate supervisor and Union Business Committee within three (3) days of its occurrence; otherwise it is waived. The supervisor and the employee shall discuss the grievance and attempt to arrive at an amicable solution. Both the supervisor and the employee may have another member of management and/or a Union Business Committee member present for the discussion.
2. In the event an amicable solution is not reached between the supervisor and the employee within three (3) days, the employee shall refer the grievance to the Union Business Committee for investigation. If the Union Business Committee considers the grievance to be meritorious, it shall reduce all relevant facts concerning the grievance to writing and present it to the Employer through the employee's department head. The written grievance must be presented to the Employer within fifteen (15) days from the completion of the above step; otherwise it is waived. This investigative process will not in any way hamper the production processes, remove persons from a production line, or involve more than the aggrieved employee(s), his or her immediate supervisor, and one Union Business Committee Member.
3. The Employer shall investigate and act on the grievance within fifteen (15) days from receipt of the written grievance from the Union Business Committee.
4. In the event the Union Business Committee is not satisfied with the Employer's action on the grievance, it may submit the grievance to the Union's International Business Representative. The Union's International Business Representative shall then contact the Vice President of Human Resources of the Employer or his or her designee within ten (10) days of the Employer's action on the grievance to arrange a meeting to attempt to resolve the grievance in a mutually acceptable manner. At any step in this grievance procedure, the Union Business Committee or the Union's International Business Representative shall have the final authority, with respect to their responsibility of representing any aggrieved employee covered by this Agreement to decline to process a grievance, complaint, difficulty or dispute, if, in the judgment of the Union Business Committee or the Union's International Business Representative, such grievance or dispute lacks merit or lacks jurisdiction under the terms of this Agreement or has been amicably adjusted under the terms of this Agreement to the satisfaction of the Union Business Committee or the Union's International Business Representative.

5. If, after such meeting, the grievance has not been resolved to the mutual satisfaction of the Employer and the Union, then the Union shall have the right to submit the grievance to the Federal Mediation & Conciliation Services (FMCS) for arbitration within thirty (30) days from the date of such meeting; otherwise the right is waived. The arbitration decision shall be final and binding on both parties. The arbitration proceedings shall be binding and governed in all respects by the Rules of the FMCS. The cost of arbitration shall be divided equally between the Employer and the Union. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement, but shall interpret the existing provisions of this Agreement and apply them to the specific facts of the dispute. The parties shall jointly set forth in writing the specific issues to be arbitrated, and the arbitrator shall confine his award to such issues alone. There shall be no work interruption of any kind pending the decision of the arbitrator.

ARTICLE # 7 – SENIORITY

1. Definition — The seniority of each Employee shall, upon successful completion of his or her probation, be the Employee’s first day of employment.

For Weatherly Casting & Machine Co LLC, seniority is defined by the Employee’s original date of hire with Weatherly Casting & Machine Co.

For former Hazleton Casting Company employees who now work at Weatherly Casting & Machine Co LLC, their seniority date will be based off their original seniority date at Hazleton Casting Company for the purposes of vacation allowance and termination subject to item #7 of this Article.

For the purposes of plant seniority relative to job bidding and layoff, seniority dates will reflect their seniority with Hazleton Casting Company starting on June 13, 2019, separated by one day for each Employee who transferred. A seniority list for this group will be attached as **Appendix A**.

2. Seniority Application – Where this agreement calls for the application of seniority the following factors shall be considered:
 - a) Seniority
 - b) Ability & Knowledge
 - c) Work performance
 - d) Dependability – Defined as a pattern or history of attendance issues.

Where all other factors above are relatively equal, item (a) seniority will be used as the deciding factor.

3. Displacements, Layoffs, and Recall – In the exercise of the Employer’s right to meet its production needs efficiently, it is recognized that the Employer may, from time to time, adjust its workforce by the layoff of employees and their recall from layoff.

Absent extenuating circumstances, the Employer agrees to notify the Union at least three (3) days in advance of any permanent layoffs.

Absent extenuating circumstances, the Employer will endeavor to notify employees of a temporary lay-off before noon of the last day the Employee is scheduled to work.

Non-probationary employees shall retain recall rights for two (2) years from their date of layoff. Employees on layoff status will be recalled to their regular job without regard to their regular shift. Refusal of such recall will forfeit rights to additional recall.

A good faith effort will be made by the Employer and Union committee to provide notification of any available job bids to all Employees on lay off status who hold recall rights.

4. When a temporary reduction of the work force is necessary for up to ten (10) working days, layoffs shall be by the affected classifications on a shift. Volunteers will be considered for lay off first provided any remaining Employee is qualified to do the jobs required to remain working.
5. When it is necessary to reduce the working force for periods in excess of ten (10) working days, the layoff procedure shall be as follows:
 - a) The Employees with the least amount of seniority as defined in #2 above in the classification affected shall be removed and allowed to displace Employees with less plant seniority as defined in #2 above.
 - b) An Employee who fails to qualify under #2 above shall have the opportunity to displace the least senior Employee in any Grinder or Laborer classification.
 - c) Any Employee may accept layoff rather than a lower paying job. In all cases the laid off Employee may be recalled to the job from which laid off. If during a layoff period a job is eliminated in which the laid off Employee works, that Employee will have recall rights to the next available Grinder or Laborer job in the plant. The recalling of Employees laid off for any reason shall be by seniority as defined in #2 above in their classification.
6. Four (4) local Union officers shall have preferential seniority permitting them to remain within the Bargaining Unit, providing they can perform the available work satisfactorily. If the Employee cannot perform the jobs that remain in the Bargaining Unit, he or she shall follow the layoff procedure.
7. When a non-probationary Employee is absent from work due to a work-related incident for the same work-related injury/illness (consecutive or cumulative), their employment will be terminated based on the following schedule of tenure:
 - a) Up to ten (10) years of service – One (1) year
 - b) Ten (10) to twenty (20) years of service – Eighteen (18) months
 - c) More than twenty (20) years of service – Two (2) years
8. At least twice each year the Employer will prepare a Seniority List which, after receiving the approval of both parties, shall be posted on the Employer's bulletin boards. Employees must notify the Employer within ten (10) days after date of posting if they have any objection to their seniority rating.

9. When an Employee takes a position outside the bargaining unit, they must, after a trial period of six (6) months, give up all Union seniority rights accrued while a member of the Bargaining Unit. When a transferred Employee is for some reason returned to the Bargaining Unit at any time after the initial six (6) month trial period, their classification seniority shall begin on the date of their return to the bargaining unit.
10. When a vacancy occurs regarding a Bargaining Unit job which the Employer determines should be filled, or when a new Bargaining Unit job is created, the Employer shall post such job (for bidding) for a period of forty-eight (48) hours. The Employer will provide a copy to the Union. All job bidding must be submitted in writing. Employees shall be entitled to bid based and jobs shall be awarded based on the following:
 - a) Non-probationary Employees as seniority is defined in #2; or when none exist,
 - b) Probationary Employees who meet the definition in #2.
11. The Employer shall move the successful bidder to their new position when operations allow, and the new rate will be applied at the time of the move, but no later than sixty (60) days from the date of the award. If the Employer decides that the position will not be filled, the Employee's rate of pay will be returned to their prior rate upon written notification by the Employer.
12. If the Employer awards the job to an Employee and the Employer decides not to fill the position, the Employee awarded the position will have rights to that position for up to six (6) months. After a period of six (6) months, the position will be re-posted if the position is to be filled and the bidding process will repeat as stated above.
13. If there are no qualified bidders, or the job in question requires special skills, the Employer shall have the right to hire from outside.
14. Employees may decline a job for which they have bid. If such employee cannot perform the work in a satisfactory manner, as determined by the Employer, within thirty (30) working days, he shall be returned to his former classification. Within thirty (30) days, the Employee may request to be relieved and returned to their previous position. Consequently, any Employees who have moved into the relieved Employee's previously vacated classification shall return to their pre-bid classifications. When a bid job is vacated because the promoted Employee is unable to perform the work or expresses a desire to be relieved, the next qualified senior Employee who bid the job will be awarded the job without re-bidding.

15. Employees who have been awarded a posted job shall not be eligible to bid into another posted job for a period of six (6) months after the date of the bidding period of when said bid ends whether he or she seeks thereafter to withdraw.

This limitation on bidding *shall not* apply to an Employee who is found by the Employer not to be qualified for the job during the thirty (30) day trial period following his or her assignment to the job. Bidding rights will be given to any Employee who, through no fault of his or her own, is taken off his or her job bid.

16. In cases in which an Employee believes he or she is the eligible senior bidder and is not awarded a job, the Employer shall consult with the Union Committee before announcing the results of the bid.

17. Loss of Seniority – An Employee shall lose all seniority rights if:

- a) He or she voluntarily quits; or,
- b) He or she has been discharged for cause; or,
- c) He or she has been absent from work for three (3) consecutive working days without notifying the employer; or
- d) He or she is on lay-off and does not return to work within seven (7) days of delivery of written notice from the Employer to return to work. The employee is to notify the Employer of his/her intent to return within two (2) days of delivery of the return to work notice; or,
- e) He or she has failed to return to work on the first working day following a disciplinary suspension or an approved leave of absence with a confirmed return date by a medical provider.

ARTICLE # 8 – HOURS OF WORK

1. Normal Schedules – This Article is intended only to be construed as a basis for overtime and shall not be construed as a guarantee of hours of work per day or per week. The regular workweek normally scheduled by the Employer will be five (5) consecutive workdays, Monday through Friday, consisting of eight (8) consecutive hours of work exclusive of the lunch period each day.
2. The work week shall begin at 12:01 a.m. Monday and end at midnight the following Sunday.
3. Shift Work – The regular day shift normally scheduled by the company will begin at 6:00 a.m. and finish at 2:30 p.m. The regular second shift will normally be from 2:15 p.m. to 10:15 p.m.
4. Shift Premium Pay – A shift premium of \$0.50 per hour over the regular rate shall be paid for all work performed on the second or third shift.
5. Change in Schedules — Should it be necessary to establish schedules departing from the normal work week or normal shift hours the Employer shall promptly so advise the Union President and his appointee(s) and confer with them to determine whether, in the circumstances necessitating such a change, mutually satisfactory modified schedules can be arranged. The final right to arrange working schedules, however, shall rest with the Employer, it being understood that indiscriminate changes shall not be made and that the Employer shall, to the extent feasible, announce such changes not later than one (1) week prior to the date they are to become effective.
6. Overtime Pay – An Employee shall be paid one-and-one-half (1½) times his or her regular pay inclusive of shift premium:
 - a. For more than eight (8) hours in a day; and,
 - b. Time-and-one-half (1½) for all hours worked on a Saturday greater than forty (40) provided the employee has worked all regularly scheduled hours Monday through Friday; and,
 - c. Double time for all hours worked on a Sunday greater than forty (40) provided the employee has worked all regularly scheduled hours Monday through Friday; and,
7. Overtime Distribution – Overtime shall be performed by the Employee who normally does the work and who operates the machine and facility upon which the overtime is required prior to offering the opportunity to Employees temporarily assigned within the classification.

In the event such overtime is refused or that no specific machine or facility exists, the overtime shall be distributed as equally as practicable on a continual basis among the Employees on the classification and department.

When overtime is necessary, volunteers will first be sought by classification. Overtime will be assigned by seniority. If an appropriate number of Employees do not volunteer, a decision may be made to mandate overtime. Mandated overtime will be first by classification and then by least senior to most senior until the necessary number to cover overtime is reached. When such overtime is scheduled and an Employee calls off the shift or does not show up, it will be counted as an occurrence under the Employer's attendance policy.

It is agreed that no Employee will be mandated to work in excess of sixteen (16) hours per month; it is recognized, however, that Employees may volunteer for hours in excess of the above stated scheduled hours.

It is further agreed that no Employee will be required to work more than two (2) consecutive mandatory scheduled Saturdays.

8. Reporting Pay – If an Employee has not been duly notified that no work is available, he or she shall be guaranteed at least four (4) hours of work or pay therefore, provided he or she reports for work at his or her regular starting time, with time deducted from his or her four (4) hours guaranteed work or pay for tardiness. If, however, he or she is too late to be permitted to start, he or she shall be sent home without pay. "Too late" is defined as three (3) minutes in alignment with the Attendance Policy.

At Management's discretion, the Employee scheduled or notified to report may be assigned to other work for which they may be qualified in lieu of their being released. If the Employee refuses such assignment, he or she shall not receive the reporting pay unless, in accordance with the grievance procedure, such assignment is decided to be unreasonable. If an Employee is assigned to a higher rated job, he or she shall be paid the higher rate.

Inability on the part of the Employer to give sufficient notice because of emergencies beyond its control shall eliminate any liability on the part of the Employer under this section as in cases where work is not available due to emergencies such as, but not limited to, riots, fires, floods, explosions, accidents, acts of God, and acts beyond the control of the Employer.

9. Call In Pay — Any Employee called in to work at times other than his or her regular shift shall be guaranteed four (4) hours of work or pay for such call at his or her regular rate or the rate of the job for which he or she is called to work, whichever is higher.

10. Emergency Plant Closings — In the event of a weather emergency, the Employer agrees that WNEP will be contacted two (2) hours prior to the actual closing or shift cancellation with closing or occurrence information (provided that the station agrees to post these messages).

If an Employee has not heard a closing or shift cancellation announcement over the listed station, it will be his or her responsibility to phone the plant to verify whether the plant will close.

In the event of any other emergency which could cause a plant closure an employee may not know about, reasonable effort will be made by the Employer to contact Employees directly on the number listed in the Employer's HRIS system.

ARTICLE # 9 – VACATIONS

1. Amount — Each Employee in the employ of the Employer who meets the eligibility requirements outlined in #2 shall be entitled to a vacation schedule with pay as follows:

After 1 year of service	7 days = 56 hours
After 3 years of service	10 days = 80 hours
After 5 years of service	12 days = 96 hours
After 9 years of service	17 days = 136 hours
After 15 years of service	19 days = 152 hours
After 20 years of service	22 days = 176 hours

2. Eligibility of an Employee for the first week or any additional weeks of paid vacation shall be granted upon the Employee's anniversary date. In the case of Employees with one (1) or more years of service to the Employer, their eligibility for paid vacation time shall be granted on the first day of the calendar year. No Employee with one (1) or more years of service shall be entitled to a vacation unless:

- A. They have earnings in at least twenty-six (26) of fifty-two (52) pay periods in the previous calendar year or worked one thousand forty (1040) hours in the previous calendar year.

If an Employee has not met one of these requirements, vacation will be prorated for the months worked during that year.

- B. Vacation accrual for eligibility purposes for Employees absent from work due to a compensable disability arising out of and in the course of employment under workers' compensation law or short-term disability (STD) shall be capped at twenty-six (26) weeks.

3. Vacation Pay — Each week of vacation pay to which an Employee is entitled shall be based upon forty (40) hours at the Employee's hourly rate inclusive of shift premium at the time vacation is taken. Employees leaving the service of the Employer shall be paid as follows:

- A. Laid Off Employees — Laid off Employees shall be paid any unused vacation for the calendar year in which they are laid off, and any vacation they have

earned for the following year by working in the current calendar year as follows:

1. Current Year's Vacation — The current year's vacation shall be paid at the Employee's request during the current calendar year, but not later than the second pay period in December of that year.
2. Earned Vacation for the Following Year — Earned vacation for the following year shall be payable in the same manner as above during the calendar year that it would normally have been taken. Earned vacation is prorated as follows:

$$\frac{\text{Hours Worked Prior Calendar Year}}{1040} \times \text{Vacation Eligibility Amount}$$

This number may not exceed the maximum number of days eligible per the schedule outlined in Section 1.

- B. Employee Death — If an Employee who is eligible for vacation should die, a payment equivalent to the amount of earned vacation for the current calendar year and the following calendar year for which he was eligible at the time of his or her death shall be made to his estate.
- C. Employees Who Retire – Employees who have met the eligibility under section 9.2A and are retiring from the service of the Employer and who have not used their earned vacation for the current calendar year shall be entitled to their earned vacation for the current calendar year plus earned vacation for the following year based on the following calculation:

$$\frac{\text{Hours Worked Current Calendar Year}}{1040} \times \text{Vacation Eligibility Amount}$$

This number may not exceed the maximum number of days eligible per the schedule outlined in Section 1.

- D. Employees Who Quit Or Are Discharged - Employees leaving the service of the Employer who have not used their earned vacation for the current calendar year shall be entitled any vacation not received, and the prorated vacation for the following year at one-twelfth (1/12) of their earned vacation for each completed month of service during the calendar year, in which they left the service of the Employer (more than fifteen (15) calendar days in the final month equals a month).

4. Scheduling

- A. Vacations shall, so far as is practicable, be granted Employees at times most desirable to them. Longer service Employees will be given preference in their selection, but the final right to allot vacation periods and the right to change such allotments is exclusively reserved to the Employer in order to insure orderly and productive operations. The Employer will establish vacation quotas by Classification and Employees will schedule vacation by March 31 of the vacation year by seniority; otherwise vacation must be scheduled and approved on a first come, first served basis.
- B. There shall be no carryover of vacation; however, any unused vacation as of the week in which December 15th falls will be paid out in that Thursday's check.

Below is a calendar of payout dates for the contract period:

December 17, 2020
December 16, 2021
December 15, 2022

- C. Scheduled full or one-half ($\frac{1}{2}$) day vacation: Employees are permitted to take vacation in one-half ($\frac{1}{2}$) day increments, either for the first four (4) hours or last four (4) hours of their shift. Employees must give a minimum of twenty-four (24) hour notice prior to the start of the vacation.
- D. The scheduled one half ($\frac{1}{2}$) day vacations above are limited in number to a maximum six (6) one half ($\frac{1}{2}$) days total per calendar year.
- E. Vacation notice requirement is based on amount of vacation requested:
 - 1. One (1) business day request for one (1) day – eight (8) working hours
 - 2. Five (5) business days request for five (5) days – forty (40) working hours
 - 3. And so on...
- F. Employees are permitted to call in for vacation on the same day before the start of their shift as follows:
 - 1. No more than three (3) times during a calendar year; and,
 - 2. At least one-half ($\frac{1}{2}$) hour before the start of their shift.

Lack of compliance with these two requirements will result in an unexcused absence for the day requested.

No same day vacation call ins will not be allowed on the following:

1. On the day before and after a holiday; and,
 2. On the Monday following Super Bowl Sunday; and,
 3. Scheduled working days during the first week of rifle season.
5. Shutdown — The Employer has the exclusive right to shut down the plant for vacation purposes. The Employer shall, in any event, post the dates of such shutdown periods sixty (60) days in advance. In the event of a mid-year or year-end shut down, should work be available, it will be assigned to qualified Employees with no vacation eligibility. Should additional Employees be required, remaining Employees will be asked/scheduled on a seniority and qualifications basis.
6. Vacation counts as time worked for the purposes of calculating overtime.

ARTICLE # 10 – HOLIDAYS

1. Eligibility — All Employees shall be eligible upon his or her date of hire to eight (8) hours compensation at his or her regular hourly rate of pay, inclusive of any night shift premium for any of the holidays listed below which are not worked, provided he or she shall have worked his or her assigned regular scheduled shift immediately preceding and immediately following the hereinafter designated holidays, or shall have been excused from work.

Holidays worked shall be paid at double time rate of pay for all hours worked in addition to the regular holiday pay of eight (8) hours at straight time rate otherwise due employees irrespective of the number of hours worked during the week any such holiday occurs.

2. The paid holidays shall consist of the following for the term of the Agreement:

New Year's Day	Day after Thanksgiving
Memorial Day	Monday after Thanksgiving
4 th of July	Christmas Eve
Labor Day	Christmas Day
Thanksgiving	New Year's Eve

3. When a holiday falls on a Saturday, the paid holiday will be observed on the Friday immediately preceding, and when a holiday falls on a Sunday, the paid holiday will be observed on the Monday immediately following.
4. If a holiday is observed while an eligible Employee is on vacation or other paid leave status, exclusive of sick leave, he or she shall receive his or her holiday pay and the day will not be charged against vacation or other paid leave credits.
5. Perfect Attendance Holiday – Any non-probationary Employee who has perfect attendance without a tardiness, without leaving early from their regularly scheduled shift, without ANY absence – excused or unexcused, FMLA or non-FMLA – for a calendar year, shall receive a paid holiday they may schedule with Employer approval during the following calendar year. This Perfect Attendance Holiday must be used or will be forfeited and is not subject to payout.
6. Disabled Employees – Employees who have completed at least one (1) year of service who are on non-work-related medical leave or worker's compensation leave shall be eligible for holiday pay for any holiday falling within the sixty (60) day period after such leave begins.

Holidays count as time worked for the purposes of calculating overtime.

ARTICLE # 11 – BEREAVEMENT

When death occurs in an Employee's family, he or she will be given up to a maximum of three (3) working days off with pay.

Immediate family is defined as:

- Spouse
- Children
- Grandchildren
- Parents – may be stepparents
- Sisters
- Stepsisters
- Brothers
- Stepbrothers
- Four grandparents – may be step grandparents
- Parents-in-law
- Spouses' grandparents

Bereavement pay will be at the straight time hourly wage rate for time lost due to death in their immediate family during the period beginning with the date of death and ending with the date of burial inclusive.

Only days on which the employee is scheduled to work shall be considered time lost. Employees will have the option of banking days off with pay for memorial services beyond the date of burial.

ARTICLE # 12 – WAGES

1. The following wage increases will apply during the period of this Agreement:
 - a. Upon ratification - \$1,000 lump sum payment to current employees
 - b. January 18, 2021 – 2% general wage increase for those at full rate for their position (start of pay week)
 - c. January 17, 2022 – 2% general wage increase for those at full rate for their position (start of pay week)
2. Whenever an Employee is assigned to perform the duties of a higher rated classification, the Employee shall be compensated for all hours of such work. If the Employer assigns Employees on a temporary basis to perform duties of a lower classification, or if an Employee temporarily performs some duties and functions assigned to a lower classification, the Employee so assigned shall receive the compensation of the higher level to which the Employee is regularly assigned.
3. New hire starting rates will increase over the course of a two (2) year period as new employees learn and assimilate into their position and progress to full rate.
4. Any new hire after the ratification of the Agreement who is at less than full rate and bids to a higher position does not have rate protection and will move to the hire rate of the new position.
5. Employees at full rate upon ratification of the Agreement who bid into a higher-level position (other than skilled as defined below) will move into full rate into the higher-level position when bidding into a new job.
6. Employees wishing to move into skilled positions regardless of whether they are at full rate will move to the hire rate for the two-year training period. Skilled positions are defined as:
 - CNC Machinist
 - Machinist
 - Molders
 - Coremakers
 - Pattern Technician – Added post ratification and agreed to by labor-management on August 14, 2020
 - Pattermakers
 - Welders
7. Longevity will be paid at \$0.10 an hour for Employees with ten (10) years or more of continuous service, and \$0.15 an hour for Employees with twenty (20) years or more of continuous service.

8. The wage scale for the life of the contract is as follows:

Position Title	Hire	6 months	1 year	18 months	Full Rate	2020	2021	2022
Industrial Electrician	NA	NA	NA	NA	\$27.30	\$27.30	\$27.85	\$28.40
Industrial Maintenance Technician	NA	NA	NA	NA	\$25.06	\$25.06	\$25.56	\$26.07
Journey Person CNC Machinist	\$21.52	\$22.02	\$22.52	\$23.02	\$23.52	\$23.52	\$23.99	\$24.47
Journey Person	\$19.80	\$20.30	\$20.80	\$21.30	\$21.80	\$21.80	\$22.24	\$22.68
Pattern Technician	\$19.75	\$20.25	\$20.75	\$21.25	\$21.75	\$21.75	\$22.19	\$22.63
Electric Melter	\$18.00	\$18.50	\$19.00	\$19.50	\$20.00	\$20.00	\$20.40	\$20.81
Pourer	\$17.40	\$17.90	\$18.40	\$18.90	\$19.40	\$19.40	\$19.79	\$20.18
Machine Operator	\$17.21	\$17.71	\$18.21	\$18.71	\$19.21	\$19.21	\$19.59	\$19.99
Mixer Operator	\$17.21	\$17.71	\$18.21	\$18.71	\$19.21	\$19.21	\$19.59	\$19.99
Crane Operator	\$17.21	\$17.71	\$18.21	\$18.71	\$19.21	\$19.21	\$19.59	\$19.99
Floor Person/Tester	\$17.21	\$17.71	\$18.21	\$18.71	\$19.21	\$19.21	\$19.59	\$19.99
Roll-A-Draw	\$17.21	\$17.71	\$18.21	\$18.71	\$19.21	\$19.21	\$19.59	\$19.99
Shake Out B	\$17.21	\$17.71	\$18.21	\$18.71	\$19.21	\$19.21	\$19.59	\$19.99
Reclaim Operator	\$16.96	\$17.46	\$17.96	\$18.46	\$18.96	\$18.96	\$19.34	\$19.73
Roto Blast	\$16.96	\$17.46	\$17.96	\$18.46	\$18.96	\$18.96	\$19.34	\$19.73
Grinder	\$16.96	\$17.46	\$17.96	\$18.46	\$18.96	\$18.96	\$19.34	\$19.73
Shake Out A	\$16.96	\$17.46	\$17.96	\$18.46	\$18.96	\$18.96	\$19.34	\$19.73
Shake Out	\$16.96	\$17.46	\$17.96	\$18.46	\$18.96	\$18.96	\$19.34	\$19.73
Pattern Caretaker	\$16.96	\$17.46	\$17.96	\$18.46	\$18.96	\$18.96	\$19.34	\$19.73
Laborer	\$15.90	\$16.40	\$16.90	\$17.40	\$17.90	\$17.90	\$18.26	\$18.62

*Pattern Technician, Shakeout A and Shakeout B were added on August 14, 2020 through Labor-Management with the Union

*Pattern Caretaker & Shakeout were eliminated on August 14, 2020 through Labor-Management with the Union.

*All full rate employees will remain at such and this scale will only apply to new employees or employees moving into a Journey person or higher position when bidding into a job.

ARTICLE # 13 – FRINGE BENEFITS

1. Unless otherwise herein, an eligible Employee shall be defined as one who is scheduled to work forty (40) hours during a seven (7) day period. Employees shall become eligible for benefits on the first of the month following his or her date of hire.
2. The Employer shall, at its expense during the life of this Agreement, maintain for all eligible Employees, programs providing medical benefits, non-occupational sickness and accident benefits, life and accidental death and dismemberment benefits, dental and vision benefits. The details of these benefits are attached in **Appendix B** of this document.

The benefits and the terms and conditions relating thereto shall be subject to and governed by the policy or policies of insurance or other documents relating thereto.

Cost sharing for medical the life of the contract shall be as follows:

- Single – 21% of monthly premium, paid weekly through payroll deduction
- Employee +1 – 31% of monthly premium, paid weekly through payroll deduction
- Family – 31% of monthly premium, paid weekly through payroll deduction

Dental and vision cost sharing rates shall be flat for the life of the contract.

3. Employees who choose to take qualified coverage elsewhere and provide proof of such coverage are eligible for an opt out bonus. This bonus will be paid dependent upon level of coverage taken under other qualified insurance. Payments shall be:
 - Single – \$200
 - Employee +1 – \$300
 - Family – \$400
4. The Employer shall have sole and exclusive right at any and all times to determine whether specified benefits shall be funded by a plan of self-insurance, in whole or in part, or by a policy of policies of insurance with a responsible insurance carrier and to change such insurance carrier(s) and or benefit plans used by the Employer, the benefits herein provided for the Employees and/or their dependents, or relatively equal thereto if the Employer changes insurance carrier(s) and/or benefit plans, shall be guaranteed for the terms of the Agreement.

5. If, and to the extent, that the Patient Protection and Affordable Care Act (PPACA) results in any duplication of benefits or additional cost burdens to the Employer or its Employees, the Employer and Union shall agree to reopen negotiations for the sole and limited purposes of addressing such issues.
6. The Employer will match Employee contributions to the sponsored 401(k) plan dollar for dollar up to a maximum of one thousand two hundred dollars (\$1,200) per year.

ARTICLE # 14 – LEAVES OF ABSENCE

1. The Employer shall abide by the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. 4301 et. seq, and its implementation regulations.

Employees on military leave shall continue to accrue compensable leave.

Employees who return to at the expiration of military service shall be given seniority rights in employment as would have been enjoyed if the employment had been continuous from the time of entrance in the Armed Forces.

The Employer will provide make-up pay for the two (2) week annual duty for National Guard and Reserve Training. The amount will be the difference between the pay received from the government and the Employee's base rate for a period not to exceed eighty (80) hours.

2. The Employer shall abide by the Family Medical Leave Act (FMLA) which is a federal statute. All full time Employees who have been employed for twelve (12) months or more and worked 1,250 hours in the previous twelve (12) month period may qualify for FMLA leave with proper documentation.

FMLA is an unpaid leave and vacation time may not be used when taking continuous or intermittent FMLA. FMLA may run concurrent to the Employer offered short term disability.

3. Any Employee called to serve as a member of a jury shall be paid such time lost up to eight (8) hours of pay at his or her regular rate for each day served. Documentation from the court will be required to substantiate pay for days out of work.
4. Non-medical/personal leaves of absence may be granted, without pay, for a reasonable period not to exceed thirty (30) days, without loss of seniority, for compelling, bona fide reasons. The Employer will not unreasonably deny such leaves.
5. Failure to report to work at the expiration of an approved leave of absence shall result in immediate termination of employment. Extenuating circumstances shall be considered on a case-by-case basis.

ARTICLE # 15 – SAFETY

1. Safety Committee — In order to promote safe working conditions within the plant, the Employer and the Union agree to maintain a joint safety committee to meet monthly to discuss safety problems and recommend corrective action.

The committee will be made up of at least six (6) people with 50% or more being Union members who are selected by the Union. While selected by the Union, the Employer does request that one member is from the maintenance team.

2. Personal Protective Equipment
 - a. Safety Shoes — The Employer agrees to pay up to ninety-five dollars (\$95.00) to purchase approved standard safety shoes or up to one hundred and five dollars (\$105.00) for metatarsals per year.
 - b. Grinders who primarily perform air arc work, Pour Off Crew, Shake Out, and Crane Operators will be reimbursed up to four hundred and forty dollars (\$440.00) per contract year for the purchase of required safety shoes.
 - c. There will be no carry over of un-reimbursed safety shoe allowance at the end of each contract year. Employees must be actively working to be eligible for the shoe allowance as described above.
3. Safety Glasses — The Employer shall provide an Employee's first pair of approved industrial safety glasses. Thereafter, the Employer shall pay up to seventy-five dollars (\$75.00) towards the purchase of prescription safety glasses one time, per contract year for any Employee needing such glasses.

ARTICLE # 16 – LABOR MANAGEMENT

1. Local Plant Management and the Local Union Committee will meet each month to discuss matters of mutual concern. This meeting will not serve to circumvent the grievance procedure.
2. Labor Management meetings will occur at a time that best meets the operational needs of the facility and during regular working hours of the Union Committee who will be compensated for their attendance.
3. Nothing contained in this article should prevent a representative of the bargaining unit from reporting a safety concern immediately through their chain of command or human resources.

ARTICLE # 17 – NO STRIKE/NO LOCKOUT

1. The Union agrees that it will not authorize a strike, sit-down, or work stoppage during the term of this Agreement. The Employer agrees it will not engage in a lockout of the Employees. Individual Employees or groups of Employees who instigate, aid, or engage in work stoppage, shutdown, or a strike may be disciplined or discharged at the discretion of the Employer. It is agreed that the question as to whether an Employee or group of Employees engaged in such prescribed activity may be submitted to the grievance procedure.
2. It is understood and agreed the Employer will not hold the Union or Local Union liable for unauthorized strikes; however, the Union further agrees that it will take every reasonable means which are within its powers to prevent an unauthorized strike or work stoppage, and if such strike or work stoppage occurs, do everything in its power to induce Employees engaged in a strike or work stoppage, in violation of the terms of this Agreement, to return to work.

ARTICLE # 17 – TERMINATION

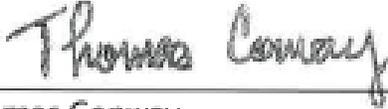
This Agreement shall become effective on January 21, 2020, and continue in full force and effect for three (3) years up to and including January 20, 2023. This Agreement shall renew itself for an additional (1) year period unless either party gives sixty (60) days' notice in writing prior to the expiration date.

If such notice is given prior to the expiration date of January 20,2023, both parties agree to have their committees meet and discuss and mutually endeavor to formulate a new Agreement for the ensuing year(s).

Signature Page

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names of their respective representatives thereunto duly authorized.

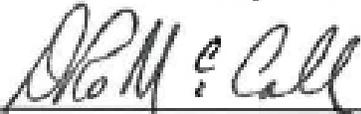
United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial
and Service Workers International Union,
AFL-CIO-CLC



Thomas Conway
International President



John Shinn
International Secretary-Treasurer



David McCall, International Vice President
(Administration)



Fred Redmond, International Vice President
(Human Affairs)



Bennett Sallemi
USW-GMP Council Vice President

Weatherly Castings and Machine Co., LLC



Amy Baker Trapp
Vice President
Human Resources & Safety



Matthew Farrow
Operations Manger

Local Union 366B - Committee Members



Kenneth J Mehlig
President



Paul Dice
Secretary-Treasurer



Kevin Miller
Vice President



Thomas Fay
Recording Secretary

Appendix A – Seniority List

Seniority List		
Full Name	Hire Date	Rank
Brown, Dennis W.	2/1/1977	1
Fay, Thomas J.	7/27/1987	2
Zeigler, Joseph E.	9/14/1987	3
Cessaro, John M.	8/21/1989	4
Petrichko, Joshua J.	6/14/1993	5
Schweitzer, Carl M.	10/24/1994	6
Grega, Mark P.	3/16/1998	7
Hancharick, Patrick J.	3/23/1998	8
Bowman Jr, David R.	3/30/1998	9
Mehlig, Kenneth B.	2/15/1999	10
Bowman, Harold J.	4/21/1999	11
Houser, Brad K.	1/3/2000	12
Dice, Paul G.	1/10/2000	13
Majusiak, Carl J.	8/27/2001	14
Novatnak, Robert J.	2/18/2003	15
Bonner, James J.	2/2/2004	16
Fisher, Thomas L.	8/9/2004	17
Berger, Craig A.	7/11/2005	18
Mastroddi, Louis A.	2/13/2006	19
Smith, Norman J.	4/5/2006	20
Mehlig, Kenneth J.	1/15/2007	21
Darraugh, Daniel D.	1/15/2007	22
Miller, Kevin N.	3/19/2007	23
Greising, William	12/3/2007	24
Moyer, Fred D.	12/7/2015	25
Houser, Jonathan M.	4/8/2019	26
Bellinghausen, Godfrey	6/13/2019	27
Kaminski, Theodore	6/14/2019	28
Hupczey, Joseph	6/15/2019	29
Tomaszkiewicz, Josef	6/16/2019	30
Trusiewicz, Jaroslaw	6/17/2019	31
Manherz, Robert	6/18/2019	32
Ritter, David R.	6/19/2019	33
Andes, Wesley W.	6/20/2019	34
Bailey, Kevin	6/21/2019	35
Houser, Derek J.	8/13/2019	36
Erbe, Rick D.	8/27/2019	37
McCloskey, Peter	3/23/2020	38
Flynn, Patrick	3/23/2020	39
Harkins, Dylan J.	5/18/2020	40
Hill, Tyler	8/17/2020	41
Hancharick, Fred	8/24/2020	42

Appendix B – Benefits Details

As stated in Article #13, the Employer shall have sole and exclusive right at any and all times to determine whether specified benefits shall be funded by a plan of self-insurance, in whole or in part, or by a policy of policies of insurance with a responsible insurance carrier and to change such insurance carrier(s) and or benefit plans used by the Employer, the benefits herein provided for the Employees and/or their dependents, or relatively equal thereto if the Employer changes insurance carrier(s) and/or benefit plans, shall be guaranteed for the terms of the Agreement.

The documents attached to these pages are the carriers who were in place in 2020 when the contract was negotiated. If, and when, carrier changes are made, updated summary sheets will be provided to employees.