

AGREEMENT

Between

HIRSH INDUSTRIES, INC.

--- and ---



TEAMSTERS LOCAL UNION 326

June 24, 2016 – June 23, 2020

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Agreement made and entered into as of the 24th day of June, 2016, by and between HIRSH INDUSTRIES, INC., party of the first part (hereinafter designated as the "Company"), and TEAMSTERS LOCAL UNION 326, affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS, party of the second part (herein after designated as the "Union").

NOW, THEREFORE, in consideration of the promises and the mutual terms, conditions and covenants herein contained, the parties mutually agree as follows:

ARTICLE I. RECOGNITION

Section 1. The Company recognizes the Union as the sole collective bargaining agent for all its employees at its plant at Dover, Delaware, as set forth in Article II hereof.

Section 2. The Company, the Union and their members and representatives will conduct their activities with respect and dignity at all times.

Section 3. The term "employee" as used in this Agreement shall include all production and maintenance employees, including truck drivers, helpers and warehousemen, but excluding office clerical employees, watchmen, professional employees, guards and supervisors as defined in the Act.

Section 4. Hereafter, when the term "employee" appears in the Agreement, it refers equally to males and females and refers only to those employees for whom the Union is recognized as the bargaining agent.

Section 5. The Company shall have the right to hire employees from any source whatsoever. All new employees shall be on probation for ninety (90) calendar days after employment, provided absences in excess of seven (7) days during the aforementioned ninety (90) day probationary period shall extend the ninety (90) day probationary period by an amount equal to the number of days the employee is absent over and above seven (7) during this period. The Union and the Employer may agree to extend the probationary period but the probationary employee must agree to such extension in writing. In no event, however, shall the probationary period exceed a maximum of one hundred-eighty (180) calendar days. During the probationary period, the Company shall be the sole judge as to whether or not such new employee is qualified to continue in its employ, and the Company may discharge such employee for any reason in its sole discretion.

ARTICLE II. UNION SECURITY - CHECKOFF

Section 1. All present employees who are members of the Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the completion of their probationary period. The failure of any person to become a member of the Union at the required time shall obligate the Company, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Company by the Union to such effect, obligate the Company to discharge such person.

Section 2. The Company agrees that during the term of this Agreement, it will deduct from the wages of each employee in the bargaining unit who is or becomes a member of the Union the uniform regular periodic membership dues and initiation fees required by the Union, provided that the Union furnishes to the Company a written authorization signed by each such employee requesting that such sums be deducted and that such authorization and/or written assignment shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of the applicable Collective Bargaining Agreement, whichever occurs sooner. The Company agrees that it will remit such sums that it has deducted to the Union at least once each month to such Union officer or official as may be designated by the Union in writing to the Company.

Section 3. The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other form of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the foregoing provisions.

Section 4. In the event that state law is changed so as to invalidate the preceding union shop clause, the following agency shop clause shall prevail:

(a) Membership in the Local Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Local Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

(b) Membership in the Local Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receives equal benefits. The Local Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Local Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Local Union. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

(c) In accordance with the policy set forth under sub paragraphs (a) and (b) of this Section all employees shall, as a condition of continued employment, pay to the Local Union, the employees' exclusive collective bargaining representative, an amount of money not to exceed the Union dues paid by other employees in the bargaining unit who are members of the Local Union. For present employees, such payments shall commence the day after completion of the probationary period or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start the day after completion of the probationary period.

(d) Nothing contained in this Section shall be construed so as to require the Company to violate any applicable law.

(e) The Union hereby agrees to indemnify and hold the Company harmless against any claims, demands, suits or other liability arising as the result of any action taken or not taken by the Company for the purpose of complying with this Article.

ARTICLE III. MANAGEMENT PREROGATIVES

Section 1. It is recognized that the well-being of both parties is directly dependent upon the skill and efficiency with which the business of the Company is conducted and that any assumption of the functions of management by representatives of the Union is contrary to the intent and purpose of the Agreement.

Section 2. The authority and responsibility for the management of the business shall repose exclusively in the Company and its appointed representatives, including, but not limited to, the right to determine the nature, number and location of plants, equipment, products, schedules of production and processes of production. The Company retains the sole right to maintain order and efficiency, including the right to establish quality standards of performance, transfer from job to job and department to department, and further the department steward and chief steward shall be notified, schedule hours of work, shifts, overtime and holiday work, introduce new and improved production processes, methods and machinery, and/or change existing methods or facilities, determine the methods of selling and distributing its products, subcontract and contract out bargaining unit work, determine and fix the size of the working force and the extent the plant will be operated, and determine safety, health and property protection.

ARTICLE IV. STRIKES AND LOCKOUTS

Section 1. There shall be no strikes, stoppages, slow-downs or lockouts during the life of this Agreement. The parties agree that all disputes in connection with the interpretation and administration of the terms of this Agreement shall be submitted to the grievance procedure.

Section 2. It is agreed that truck drivers covered under this Agreement shall not be required to cross primary picket lines they believe to be lawful, in the normal course of their job, established at the premises of other employers.

ARTICLE V. GRIEVANCE PROCEDURE

Section 1. Should differences arise between the Union and the Company as to the meaning and application of any specific term or provision of this Agreement, an earnest effort shall be made to settle such differences as promptly as possible by utilization of the grievance procedure. No grievance shall be considered unless it is processed in accordance with the procedures herein set forth.

Step 1. The employee or his representative shall first present the grievance to plant management orally as promptly as possible after it occurs.

Step 2. If no satisfactory settlement is reached, the grievance shall be put in written form, signed by the employee, and referred within five (5) working days after it occurs, to the Plant Superintendent or his designee.

Step 3. The written grievance must be answered by the Company within five (5) working days after receipt.

Step 4. In the event the dispute shall not have been satisfactorily settled, the matter may be submitted in writing by the Union within fifteen (15) days after the grievance has been filed, to the Impartial Arbitrator selected in accordance with the Arbitration section hereof, with a copy to the Company.

Section 2.

(a) Any grievances not appealed to the next higher step of the grievance procedure or to arbitration within the time limits specified shall be deemed to have been settled on the basis of the Company's last answer.

(b) Notwithstanding Section 2(a) above, any employee who receives a disciplinary warning shall not be barred from disputing the validity of that warning in a later discharge arbitration if he, or his union representative, within two (2) working days after receipt of the warning notice, fills out a protest form and submits it to the Company's representative, stating that he disagrees with the warning, stating the reason or reasons why he disagrees, and listing all persons who are witnesses to or otherwise familiar with the facts of the incident. In the later arbitration the employee shall be limited to the facts and witnesses he sets out in the protest form.

Section 3. No employee or Union steward shall leave his work station during regularly scheduled work periods to discuss or process grievances without advance permission from his supervisor and all such discussion and processing of grievances shall be carried out in such a manner as to minimize interference with the Company's production.

ARTICLE VI. ARBITRATION

Section 1. The Union shall have the right to refer to the Impartial Arbitrator any difference which has not been satisfactorily adjusted by means of the steps established in the Grievance Procedure section and within the time limits therein specified. No individual employee shall have the right to invoke arbitration.

Section 2. When the services of an Impartial Arbitrator are required, the parties will meet in an effort to agree on a person to fill the position. If agreement on this point is not reached within five (5) days after the meeting, the American Arbitration Association shall be asked to designate the Impartial Arbitrator in accordance with its rules. The designation so made and the decision of the Arbitrator shall be final and binding. The Arbitrator shall have no power to add to, subtract from, alter or modify any of the terms and conditions of this Agreement.

Section 3. The compensation and proper expenses of the Impartial Arbitrator shall be agreed upon between him and the parties hereto, and each of the parties hereto shall be responsible for, and pay to him, one-half (1/2) of the said compensation and expenses.

Section 4. No more than one grievance may be submitted to an Arbitrator for determination at one time unless mutual written agreement of the parties is obtained for the submission of multiple grievances to the same Arbitrator.

ARTICLE VII. DISCHARGE AND DISCIPLINE

Section 1. Discharge or suspension must be for just cause, and written notice of such discharge or suspension must be given by the Company to the employee, and two (2) copies of such written notice given to the Union.

Section 2. In respect to discharge or suspension, the Company shall give at least one (1) written warning notice of such complaint against such employee to the employee and two (2) copies of same to the Union, except that no warning notice need be given to an employee before he is discharged, if the cause of such discharge is:

- (a) Calling an unauthorized strike or walkout.

(b) Falsification of personnel, production or other records.

(c) Ringing the time card of another employee.

(d) Possession of weapons on Company premises.

(e) Reporting to work under the influence of liquor or narcotics or possession, sale or consumption of liquor or narcotics on Company property.

(f) Leaving the plant premises during working hours without permission from his supervisor.

(g) Fighting, unless required by self-defense, or sleeping on Company property.

(h) Destruction of any Company property with negligence.

(i) Use of profane or abusive language to any supervisor.

(j) Refusal to obey orders of foremen or other supervisors.

(k) Theft, dishonesty or misappropriation of Company or employee property.

(l) Giving confidential Company information, either directly or indirectly, to another party or parties.

(m) Carrying unauthorized passengers in Company's vehicle.

(n) Unprovoked assault on Company or Company's representative, unless required by self defense.

(o) Refusal to take a drug or alcohol test requested under the guidelines of Section 5 of this Article.

Section 3. In cases of discharge or suspension, other than for the reasons enumerated above, the chief steward, if available, or the assistant chief steward, if available, or the departmental steward, if neither the chief steward or assistant chief steward are available, shall receive notice of same.

Section 4. Written warning notices shall remain in effect for a period of six (6) months.

The Company must take disciplinary action for any offense within five (5) working days of becoming aware of the offense.

Section 5. ALCOHOL AND DRUGS

(a) While abuse of alcohol and drugs among the employees of the Company is the exception rather than the rule, both the Company and the Union recognize this growing problem in the public at large and among some employees in the bargaining unit. Because of this, and to protect the majority of employees not involved in the abuse of these substances, it is agreed that the following program will be implemented.

(b) All employees will be advised promptly after the execution of this agreement, and once a year thereafter, that the Company provides a treatment program for persons with drug and alcohol problems. Any employee may seek the assistance of this program one time, on a confidential basis, without the threat of disciplinary action, so long as the employee voluntarily seeks treatment before being charged by the company with offenses relating to drug or alcohol abuse. The employee must successfully complete a treatment program as prescribed by the SAP and a return to duty drug and alcohol test prior to returning to work. Any employee who returns to service after meeting outlined requirements will be subject to additional unannounced drug tests at any time for up to 36 months after returning to service.

(c) Employees will be required to submit to drug or alcohol testing under the guidelines incorporated in this contract. These guidelines have been agreed to in order to assure accuracy and safety to protect the employee. Testing shall be required under the following circumstances:

(i.) in cases where a supervisor, based on personal observation, has reasonable suspicion to believe the employee is under the influence of alcohol or controlled substances. Supervisors shall be given training in how to recognize these behaviors and shall additionally make a written report within twenty-four hours of his observation of said behavior, which report shall be made available to the Union.

(ii.) in cases where there is reasonable suspicion, based on personal observation of a supervisor, that the employee has used or had possession of illegal drugs or alcohol during the work day, during break, or while performing company business.

(a) In cases of reasonable suspicion that an employee is under the influence of alcohol, the trained supervisor will have the authority to perform an Evidential Breath Test (EBT). If the EBT results are .02 or greater the employee will be driven to a testing site for confirmation testing.

(iii.) Whenever an employee sustains an injury on the job or is involved in an accident that results in property damage or the potential for personal injury, a drug test may be performed.

(iv.) The Company shall also have the right to randomly select and request a maximum of 10% of the active employees per month to submit to a drug and/or alcohol test. Such tests will be unannounced and all employees will have equal chance of being selected. Any employee who has been randomly selected will still be subject to any additional test if his/her name is again selected in the future. The method of selection will be neutral so that all employees subject to testing will have an equal chance to be randomly selected. When notified the employee will be expected to proceed directly to the testing location.

a. Employees will only be required to be tested during their normal working hours and will be compensated at the appropriate rate of pay for all time spent in the process.

(d) Employees who test positive, based on the criteria contained in this Article, shall be subject to discipline by the Company up to and including discharge, except that, the employee may on a one time basis inform the company of their intent to see a Substance Abuse Professional and receive treatment. Upon successful completion of a treatment program as prescribed by a SAP said employee shall request a re-test by the Company and upon a negative test result shall be reinstated with full seniority. The time off shall be considered a suspension with a minimum of sixty days unless otherwise agreed to by the parties and should the retest results be positive or the employee fail to meet all requirements he/she shall be considered terminated. Any employee who returns to work shall be subject to re-testing as outlined in Section 5(b) of this

Article. This one time offer is not available to employees who have sought assistance per Section 5(b) above.

(e) An employee who refuses a request to take a drug or alcohol test requested under the guidelines contained herein shall be subject to immediate discharge, at the discretion of the company.

(f) At the time of the test, the employee will be given an opportunity to supply information regarding his or her use of prescription and non-prescription medications, and any other substances or factors that might affect the test result.

(g) The lab or labs used for testing under this provision shall meet the requirements for certification of the U.S. Department of Health and Human Services, and the criteria for the determination that a test is positive shall be the same as those contained in the Teamsters National Master Freight Agreement and any changes thereto. A copy of the relevant portion of the said NMFA shall be attached hereto and is incorporated herein by reference. Labs and testing kits shall be approved by both parties.

(h) Notwithstanding anything herein to the contrary, in any arbitration which is based upon an alleged violation of this Article, the issues before the arbitrator shall be limited to whether, under the circumstances, the Company acted reasonably in requiring the test or that the results were properly arrived at. The arbitrator shall not have the power to set aside any discipline or discharge unless he/she determines the results are flawed or the Company acted unreasonably requiring testing as set forth in this Article, including random testing, shall be deemed reasonable.

ARTICLE VIII. RIGHT OF VISITATION

The authorized representatives of the Union shall be permitted to enter the production area upon making their presence known at the Company office. It is agreed and understood that the following persons shall be the agents for the Union for executing the terms of this Agreement:

(a) Business agent, president.

(b) Any other person authorized by the local Union whose identity and authority is made known to the Company by letter from the Union.

No agent of the Union is authorized to breach or cause to breach this Agreement or strike or slowdown or engage in a work stoppage or slowdown of production.

The Company shall notify the Union as to who has authority for the execution of the terms of this Agreement.

ARTICLE IX. MAXIMUM PRODUCTION

It is the intent of the parties to secure and sustain maximum productivity per employee. Consistent with the principle of a fair day's work for a fair day's pay, the Union announces its agreement with the objective of achieving the highest level of employee performance and efficiency consistent with safety, good health and sustained effort, and agrees that the Union, its agents and its members, will not take, authorize, or condone any action which interferes with the attainment of such objective.

ARTICLE X. BULLETIN BOARD

The Company agrees that it will provide and maintain a bulletin board in a suitable location within the plant which shall be available for the posting of regular Union notices and announcements by the Company. No notices except Union notices as to meetings and Union affairs involving the relationship between the Company and the Union shall be posted on such board.

ARTICLE XI. HOURS OF WORK

Section 1.

(a) The normal shift starting time is 8:00 a.m. to 4:30 p.m. on the day shift. This shift time will not be changed without the employees being given at least one (1) week's notice of such change. This schedule is subject to change if unforeseen production requirements occur.

(b) Employees working after the end of their regularly scheduled shift, or reporting before their regularly

scheduled shift, shall receive the shift differential, if any, applicable to the regularly scheduled shift on which they work.

(c) The provisions of this Section are intended only to provide a basis for determining the number of hours of work for which an employee shall be entitled to be paid an overtime rate, and shall not be construed as a guarantee to each employee of any specified number of hours of work either per day or per week, or as limiting the right of the Company to fix the number of hours of work (including overtime) for such employee, provided, however, that the Company will attempt to adhere to ten (10) hour overtime limitation per week per individual except in situations beyond the Company's control.

Section 2. For all hours worked in excess of forty (40) hours in a workweek, an employee shall be paid one and one half (1.5) times his straight time hourly rate of pay for that work week. Should employees be required to work overtime on any shift, first opportunity will be given to seniority list employees already on duty and if a need for employees still exists a temporary employee may be used.

Section 3. Where overtime is required, preference will be given first to the employee who regularly performs, and who last performed the work operation in question, and then to other regular employees in the department and on the shift involved who are qualified to perform the work operation in question, in accordance with company seniority. If by going down the seniority list, the Company cannot acquire enough qualified help, the Company shall then reverse the seniority list, starting at the bottom, and coming up to the top, and the jobs must be covered by the least senior qualified employees.

Section 4. The Company will post in the department a schedule of overtime assignments at any time prior to the lunch period of the day overtime is to be worked. It is understood such notice need not be given where overtime is required in the Maintenance, Shipping, Tool Room Departments, or where unforeseen emergencies, such as machinery break down, occur beyond the control of the Company.

Section 5. Unless previously notified not to report, an employee who reports for work at the regular starting time of his shift, shall, at the option of the Company, be guaranteed four (4) hours' work or four (4) hours' pay at his regular rate. Should such employee be scheduled to work past four (4) hours, the employee shall be guaranteed six (6) hours' work or six (6) hours' pay at his regular rate. Should the employee be scheduled to work past six (6) hours, then the employee shall be guaranteed seven (7) hours' work or seven (7) hours' pay at his regular rate. The aforementioned guarantees are inoperative where the Company's failure to provide work is due to mechanical breakdown, act of God, elements such as lightning, flood, hurricane, absence the preceding scheduled workday where the absent employee did not call his supervisor prior to normal starting time, or other circumstances beyond the Company's control. Where an employee's regular work is not available or not scheduled, he may be assigned to perform whatever work is available. If he refuses such work, he shall not be entitled to any reporting pay.

Section 6. All employees covered under this Agreement shall be paid in full each week. Not more than one (1) week's pay shall be held on an employee, where less than one week's pay is now held. Company may not increase the amount held until the change has been discussed with the Union.

Section 7. When the regular payday falls on a holiday, the Company shall pay the employees on the regular workday preceding the holiday.

Section 8. Each employee shall be provided the statement of gross earnings and an itemized statement of all deductions made for any purpose.

Section 9. The Company will attempt to allow each employee eight (8) hours off between shifts, except in the case of emergency.

Section 10. If an employee is required to work for training on an unscheduled work day, he/she shall be offered a minimum of two (2) hours pay for training.

ARTICLE XII. SENIORITY

Section 1. Seniority shall be understood as an employee's length of service with the Company and seniority with Hirsh Industries as of September 30, 1996.

Section 2. Layoffs and rehires (after layoffs) shall be made on the basis of Company-wide seniority among the employees, provided the remaining employees have the skill and ability to perform the work to be done.

Section 3. Temporary layoffs within department not to exceed one (1) week may be made without regard to seniority provisions of this Agreement.

Section 4. An employee's seniority shall be terminated for the following reasons:

(a) Quitting.

(b) Discharge for just cause.

(c) If an employee who has been laid off fails to return to work within one (1) week after being requested to do so by the Company by registered letter to the employee's latest address appearing in the Company's records.

(d) Absence for three (3) or more consecutive workdays without notifying the Company, unless the employee presents a reasonable excuse.

(e) Continued layoff for one (1) year or more.

(f) Absence due to physical disability for one (1) year or more.

Section 5. Company agrees to provide seniority list to Union monthly.

Section 6. Employees shall be given twenty-four (24) hours' notice of layoff for lack of business unless layoff is created by emergency, such as lack of supplies, facility or equipment breakdown, or other circumstances beyond the Company's control. Employees will be notified in writing of their options with regard to insurance and other benefit plans at the time of or prior to the date of their layoff.

Section 7. Overtime work on normally scheduled days off shall be assigned on the basis of seniority among qualified employees in the classification in which the overtime work is to be performed. In the event it is determined an employee has not received proper overtime opportunity, the company will offer overtime equal to the amount lost, at a time mutually agreeable to the employee and the company, no later than one month thereafter.

Section 8. The Union and Company agree that employees may not use overtime opportunity to recoup earnings lost from absenteeism, and the Union shall not condone such absenteeism by any employee. Therefore, an employee whose absentee record indicates any pattern of absenteeism during the week following working overtime shall be subject to being denied future overtime opportunity until such time as the absentee record is corrected. This denial of overtime; however, may not occur until the company has reviewed the pattern of abuse with the employee and the union.

ARTICLE XIII. WAGES

The wage rates applicable in this Agreement are set forth in Appendice "A" and "B" and are incorporated herein by reference.

ARTICLE XIV. HOLIDAYS

Section 1. The following holidays are recognized:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
July Fourth	Christmas Day
Labor Day	New Year's Eve Day

Section 2. All employees who are on the payroll or the seniority list of the Company on June 1st and are eligible for at least one (1) week's vacation shall be entitled to one (1) floating holiday each year of the contract. The employee may take his/her floating holiday upon proper notice to the Company, subject to operational needs. Any employee wishing to take

their floating holiday on their birthday shall be granted priority over any other employee requesting the same day regardless of seniority. Notification must be submitted to the Company of the requested floating holiday date by June 1 of each year.

Section 3: Employees who fail to report for work on their regularly scheduled shift on both the last working day preceding and the first working day following the paid holiday, shall receive no holiday pay, unless their absence is excused by the Company. Employees on lay off or not actively employed during the workweek in which a paid holiday occurs are not eligible for holiday pay.

(a) Holiday hours equal to each employee's normal work shift will be offered to employees when a holiday falls on their normal scheduled work day. Unused holiday hours will be paid out in June of each year. If an employee's normal work schedule results in using more than 88 hours in a holiday year, the employee will be paid his normal straight time rate of pay for any additional holiday hours earned in that holiday year.

(b) The Company may schedule additional floating holidays at their discretion, and will attempt to give 30 days prior notice, not to exceed 88 holiday hours per crew per year.

Section 4. Employees required to work on a holiday that falls on their normal scheduled workday will be compensated at double time for all hours worked plus Holiday hours equal to the normal shift schedule. Employees required to work on a holiday that falls on their non scheduled work day will be compensated at double time for all hours worked.

Section 5. By July 1, the Company shall post a schedule setting out the day and date each holiday will be celebrated for the following twelve (12) calendar months.

ARTICLE XV. VACATIONS

Section 1. Any employees who are on the payroll of the Company on June 1st and who prior to that date have been in the active continuous service of the Company for one (1) year, shall receive one (1) week's vacation with pay. All employees who are on the payroll of the Company on June 1st and who prior to that date have been in the active continuous service of the Company for two (2) years shall receive two (2) weeks' vacation with

pay. All employees who are on the payroll of the Company on June 1st and who prior to that date have been in the active continuous service of the Company for five (5) years, shall receive three (3) weeks' vacation with pay. All employees who are on the payroll of the Company on June 1st and who prior to that date have been in the active continuous service of the Company for fifteen (15) years, shall receive four (4) weeks' vacation with pay.

Employees, otherwise eligible to receive vacation pay, who are hired after June of the vacation year, shall receive a prorated vacation based on one-twelfth (1/12) vacation pay for each complete month or major portion thereof of work.

Section 2. The computation of one week's vacation pay shall be based on the employee's straight-time hourly rate on June 1st multiplied by forty (40). Employees vacation pay shall be paid the pay period prior to the week they are on vacation. All vacations must be used in current vacation year.

Section 3. If an employee misses more than 400 scheduled worked hours during the vacation accrual period (May 31 - June 1 preceding the vacation year), they will not be entitled to vacation pay in the current vacation year.

If an employee misses more than 400 scheduled worked hours due to medical disability during the vacation accrual period (May 31 - June 1 preceding the vacation year), and worked more than 1400 hours during the vacation accrual period, they shall be entitled to full vacation pay.

If an employee misses more than 400 scheduled worked hours due to medical disability and worked less than 1400 hours during the vacation accrual period (May 31 - June 1 preceding the vacation year), they shall be entitled to a prorated vacation based upon the number of hours worked/total number of work hours available.

Section 4. The Company agrees to notify all employees by May 15 of each year whether there will be a shutdown and when that shutdown will occur. If the Company chooses to shutdown the plant for either one, two or three weeks, all employees that are not required or do not want to work shutdown shall have the option to take vacation or voluntarily take off (VTO) during that time. The Company will attempt to offer work to all employees during the period the plant is shut down. Shutdown positions will be filled giving first priority to employees with the experience and skill to perform the jobs, second priority to

employees with less vacation time than the shutdown period and third priority to Company seniority. The Company will endeavor to permit employees that work shutdown, and those employees that have more vacation than the length of the shutdown period, to schedule their vacation in the current vacation year (June 1 to May 31).

The Company, at its discretion, may require certain employees to work during the period that the plant is shut down.

Where more than one employee requests the same vacation time, seniority shall prevail. If the Company chooses not to have a shutdown, it will ascertain from each employee by June 1 their preferred vacation period and will endeavor to permit each employee to take their vacation period at the time preferred by such employee.

Section 5. Employees may schedule their vacation days as Personal Time Off (PTO) during the current vacation year. Vacation time used as PTO must be approved by management 48 hours in advance.

It is understood, however, that vacations must be arranged to meet the Company's convenience and production schedules and, notwithstanding any language to the contrary in this Section 4, the Company has sole authority to determine the employees vacation schedule.

Section 6. Sick Time Off (STO) days may be used to exempt/adsences due to illness of self or immediate family (i.e. spouse/child) from the company attendance policy. An employee is required to submit a request for STO the first day the employee returns to work. The Company has the sole authority to approve or disapprove request for STO.

- Employees who are on the payroll of the Company on June 1 and who prior to that date have been in the active continuous service of the Company for one (1) year, will be eligible for one (1) STO occurrence* from June 1 through May 31: This occurrence will be exempt from the attendance policy and may be documented or undocumented but must be for illness or self or immediate family.

- Employees who are on the payroll of the Company on June 1 and who prior to that date have been in the active continuous service of the Company for two (2) years, will be eligible for a total of three (3) STO occurrences will be exempt from the attendance policy. Employee must provide acceptable medical documentation for two (2) of the occurrences** to be eligible for STO. One (1) STO occurrence* may be undocumented but must be for illness of self or immediate family.

*An undocumented occurrence = One (1) day of absence.

** A documented occurrence = One (1) day or multiple consecutive days as noted on physician's medical documentation.

STO is unpaid, however, employees have the option to request vacation to recover wages lost due to STO. In addition, employees may use vacation to recover wages lost to other documented medical absences for self or immediate family. Requests to use vacation to recover wages lost due to STO or family must be submitted the first day the employee returns to work.

Unused STO may not be carried over to the next year.

ARTICLE XVI. SAFETY

The Company shall abide by all State and national laws governing sanitation and safety conditions insofar as they are applicable to the Company.

ARTICLE XVII. HEALTH AND WELFARE

Section 1A. The Company will provide employee health plan options, including but not limited to, plan options in accordance with the Patient Protection and Affordable Care Act, as amended ("PPACA").

The employee shall pay a portion of the premium as set forth below or any payments as required under the PPACA:

Rate for 2016- PPO Plan (Buy Up)

Employee Coverage	\$43.21/week
Employee and Spouse Coverage	\$111.54/week
Employee and Child(ren) Coverage	\$103.10/week
Family Coverage	\$167.15/week

Rate for 2016 - PPO Plan (Core Plan)

Employee Coverage	\$26.31/week
Employee and Spouse Coverage	\$76.98/week
Employee and Child(ren) Coverage	\$71.15/week
Family Coverage	\$115.35/week

Rate for 2016 - PPO Bronze Plan

Employee Coverage	\$13.34/week
Employee and Spouse Coverage	\$37.15/week
Employee and Child(ren) Coverage	\$34.34/week
Family Coverage	\$55.68/week

Rate for 2016 - HDHP/HSA

Employee Coverage	\$21.65/week
Employee and Spouse Coverage	\$66.51/week
Employee and Child(ren) Coverage	\$61.48/week
Family Coverage	\$99.67/week

Employer Contribution to HSA*

Employee Coverage	\$4.62/week
Employee and Spouse Coverage	\$6.93/week
Employee and Child (ren) Coverage	\$6.93/week
Family Coverage	\$9.24/week

*Must be enrolled in HDHP/HSA

Employee contributions will be recalculated January 1 of each year. All Hirsh employees will be offered the same health insurance plan options and annual increases.

The Company reserves the right to change the insurance providers or plans at any time, including changes made pursuant to the PPACA, as amended. The insurance provided herein shall cover only those actively employed employees and is effective on the first of the month following 60 days of employment.

Section 1B. The Company will provide an employee dental plan options, including but not limited to, plan options in accordance with the PPACA, as amended.

The employee shall pay a portion of the premium as outlined below or any payments as required under the PPACA:

	<u>Rate for 2016</u>
Employee Coverage	\$2.76/week
Employee and Spouse Coverage	\$7.43/week
Employee and Child(ren) Coverage	\$7.83/week
Family Coverage	\$14.31/week

Employee contributions will be recalculated January 1 of each year. All Hirsh employees will be offered the same health insurance plan options and annual increases.

The Company reserves the right to change the insurance providers or plans at any time, including changes made pursuant to the PPACA, as amended. The insurance provided herein shall cover only those actively employed employees and is effective on the first of the month following 60 days of employment.

Section 2. The Company agrees to pay the premium for a life insurance policy in the sum of \$10,000 for its employees only, during the term of their active employment with the Company, provided that said employees have completed their probationary period.

Section 2a. The Company agrees to make available an employee paid Supplemental Life Insurance policy at group rates during the term of their active employment with the company, provided said employees have completed their probationary period. The Supplemental Life Insurance coverage will be available in \$10,000 increments to a maximum of five (5) times their annual salary. The employee will be solely responsible for the premium payment. The availability of this benefit is dependent on meeting minimum participation requirements of a Company approved provider.

Section 2b. The Company agrees to make available employee paid Long Term Disability policy at group rates during the term of their active employment with the Company, provided said employees have completed one (1) year of service. The long-term disability benefit amount is 60% of basic monthly earnings to a maximum benefit of \$5,000 per month after an elimination period of 180 days. The employee will be solely responsible for the premium payment. The availability of this

benefit is dependent on meeting minimum participation requirements of a Company approved provider.

Section 3. The Company will pay the entire premium for first day accident - eighth day sickness group insurance which provides a sixty-six and two-thirds percent (66 2/3%) weekly benefit for a period of twenty-six (26) weeks, with twenty-four (24) hour coverage for all employees who have completed one (1) year of service.

Section 4. The Company shall not be required to pay any premium pursuant to Sections 1, 2 or 3 above on behalf of employees who have quit or have been discharged. As to employees who are on layoff or who are absent from work for any other reason, the Company shall not be required to pay any premiums beyond the calendar month in which the employees are laid off or are absent for any reason whatsoever. Employees will be responsible to maintain all employee premium payment schedules. New employees and employees recalled from layoff or who having been absent returned to work, shall have their coverage started or reinstated on the first of the month following the completion of the probationary period or the first of the month following their date of return, which ever may be the case. Absence from work, as used in this Section, shall mean absence for one (1) month or more.

Section 5. The nature of the insurance benefits, the requirements as to eligibility other than the eligibility requirements contained herein, the benefits and liability of the insurance carrier, will be determined by the applicable insurance policies. The Company's sole liability and responsibility under this Article shall be confined to its obligation to pay the required premium for company paid benefits.

Section 6. It is intended that the benefits provided for in this Article shall comply with and be in substitution for provisions for similar or related types of benefits which may be made by any law hereinafter enacted applicable to the Company. If the benefits required under such program shall not be in substitution for similar benefits which shall be provided under or required under any such law, the cost to the Company of such benefits under such law shall be deducted from the amount which the Company is required to pay to provide the benefits under this Article and an appropriate readjustment shall be made of such benefits provided under this Article.

Section 7. Where an employee is totally disabled from performing his work, the Company shall continue to pay all premiums pursuant to this Article for three months after the employee stops working. Employee will be responsible to maintain all employee premium payment schedules.

Section 8. Credit Union Checkoff

The Company agrees to deduct on a weekly basis, from an employee's available gross earnings for the American Spirit Credit Union, an amount specified by any employee who is a member of the Union and who has signed and delivered to the Company the proper legal authorization for such deductions. The weekly amount once specified cannot be changed for a period of six (6) months. An individual may withdraw from the Credit Union deduction plan anytime during the year. However, re enrollment may only be made after six (6) months from the date authorization was withdrawn. It is further provided that Credit Union deductions will only be made in the weeks the employee has sufficient monies earned, recognizing that Union dues shall have first priority. Payments shall be forwarded to the Credit Union once a month within ten (10) days after the final deduction is made each month. The Company assumes no liability for deductions taken from an employee's earnings after it has been paid to the Union, and the Union hereby agrees to hold the Company harmless with respect to any claims arising from the administration of the Credit Union.

ARTICLE XVIII. JOB STEWARDS

Section 1. The Company recognizes the right of the Union to designate job stewards and alternates. The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

(a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;

(b) The collection of dues when authorized by appropriate local Union action;

(c) The transmission of such messages and information which shall originate with, and are authorized by the local Union or its officers, provided such messages and information (1) have been reduced to writing, or (2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Company's business.

Section 2. Job stewards and alternates have no authority to take strike action, or any other action interrupting the Company's business, except as authorized by official action of the Union.

Section 3. Stewards shall be permitted to investigate, present and process grievances on property of the Company, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

Section 4. The one (1) Chief Steward shall be granted plant wide superseniority for purposes of layoff and recall during term in office. Seven (7) departmental stewards shall have superseniority in their respective classifications for the purpose of layoff and recall during their respective terms as stewards, provided further a steward to be eligible for superseniority status must have at least one (1) year of continuous service with the Company at the time of appointment or election to office.

ARTICLE XIX. TRANSFER OF COMPANY TITLE OR INTEREST

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. The Company shall give notice of the existence of this Agreement to any purchaser, transferee, assignee of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the local Union.

ARTICLE XX. SUPERVISORY PERSONNEL

Section 1. Supervisors are permitted to perform work customarily performed by employees in the bargaining unit in the following situations:

(a) To fill in for production and maintenance employees when qualified employees are late or absent from work.

(b) To afford instructions to employees.

(c) Experimental work.

Section 2. Foremen or supervisors having the authority to hire, fire, or change pay status of any employee shall not perform production work that deprives an employee of overtime or a portion of a day's scheduled work.

Section 3. The Local Union & the Employer may agree on circumstances under which persons who leave the classification of work covered by this Agreement but remain in the employ of the employer in some other capacity, may retain seniority rights upon return to their original unit. In the absence of such express agreement, such employee shall lose all seniority rights upon leaving.

ARTICLE XXI. UNIFORMS, SAFETY EQUIPMENT

Section 1. Company will continue its practice of providing uniforms for the painters.

Section 2. Where the Company requires employees to wear safety equipment for work, the Company will provide the initial equipment at no charge. The Company will replace safety equipment without charge to the employee, provided employee has not been abusive in his use of the equipment. Upon separation of employment, all equipment must be returned or cost of equipment will be deducted from last pay.

Section 3. Company agrees to reimburse maintenance employees for the replacement of prescription safety glasses broken or damaged to a point where vision is obscured during the normal course of their duties.

Section 4. Additionally, the Company agrees to maintain a Health and Safety Committee consisting of bargaining unit representatives to address job related health and safety concerns.

ARTICLE XXII. LEAVE OF ABSENCE

Section 1. A leave of absence without pay for Union business will be granted a maximum of one employee at any one time for a period of three (3) months. The leave of absence is renewable for three-month periods thereafter upon mutual agreement of the Company and the Union.

Section 2. The Company may, at its discretion, grant an employee upon request a leave of absence. Such leave of absence when granted shall be in writing for a definite period and signed by a Company representative. The written leave of absence shall be transmitted to the employee, a copy retained in the employee's personnel file and a copy submitted to the Union.

ARTICLE XXIII. PROMOTIONS

Section 1. Employees with one or more years of service with the Company who desire to be promoted to a higher-rated classification or transferred to a classification for which the pay is the same rate as their present classification shall submit their names to the Personnel Department. When the Company declares a permanent vacancy, the Company will endeavor, whenever it is practicable to do so, to assign such vacancy to one of the employees who has applied as above rather than a new employee. In making any such assignment, the Company will give consideration to (a) seniority, (b) skill, (c) ability, and (d) attendance record. It is understood, however, that where factors (b), (c) and (d) are relatively equal, seniority shall prevail. Employees are ineligible for further promotion or transfer until one (1) year after prior promotion or transfer.

Section 2. In addition to above procedure, there will be a seven (7) day posting unless there is an immediate need.

ARTICLE XXIV. NON-DISCRIMINATION

There shall be no discrimination by the Company or the Union against any employee because of race, color, creed, sex, age or nationality, in connection with employment, or in the hours, wages and working conditions of the employee.

ARTICLE XXV. BEREAVEMENT

Section 1. Employee who has completed probationary period with Company shall be granted three (3) consecutive days

consisting of the day of the funeral and either the two (2) days preceding, the day preceding and the day following, or the two (2) days following the day of the funeral for the purposes of attending or making a bona fide effort to attend the funeral of a spouse, mother/father, child, grandparent, mother-in-law, father-in-law, stepchild, grandchild, brother or sister, or grandparents-in-law of the employee. The employee shall be compensated for the scheduled days he would have worked within the applicable period, had such death not occurred, at his regular straight time rate of pay and his normal scheduled hours of work.

Section 2. Employee who has completed probationary period with Company shall be granted one (1) day consisting of the day of the funeral for the purpose of attending or making a bona fide effort to attend the funeral of a brother-in-law or sister-in-law.

Section 3. The employee shall be paid for such days off unless the employee is on vacation, leave of absence, bona fide layoff, or while unable to work because of illness or injury.

Section 4. Upon request, death certificate or other satisfactory proof of death must be submitted to the employer.

ARTICLE XXVI. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from June 24, 2016 through June 23, 2020 and shall continue from year to year thereafter, unless prior to the expiration date of its original term, or any succeeding yearly term, sixty (60) days' written notice is given by one party to the other of a desire to terminate the same, effective as of the expiration of the then current yearly term.

IN WITNESS WHEREOF, the duly chosen representatives of the Parties have executed this Agreement the day and year first above written.

HIRSH INDUSTRIES, INC.

TEAMSTERS LOCAL UNION 326,
affiliated with the INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,

Appendix "A" Wage Classifications

THE FOLLOWING HOURLY WAGE RATES ARE APPLICABLE DURING THE TERM OF THIS AGREEMENT:

General Factory/Basic Operating Skills	6/24/16	6/24/17	6/24/18	6/24/19
Starting Rate	11.70	12.05	12.40	12.75
After 120 days worked	11.95	12.30	12.65	13.00
After 180 days worked	12.20	12.55	12.90	13.25
After 240 days worked	To Operator Start Rate			

Assembly/Operator Material Handler	6/24/16	6/24/17	6/24/18	6/24/19
Starting Rate	12.50	12.85	13.20	13.55
After 120 days worked	13.00	13.35	13.70	14.05
After 360 days worked	14.25	14.60	14.95	15.30

Classification A Forklift Driver After 360 days worked in classification	\$.50 above current rate
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Classification B Forklift Driver Part time* Less than 360 days worked in classification *Part time will receive Class A rate if operating forklift for full shift.	\$.35 above current rate

Painters/MIG welders/Skilled Positions Skilled starting rate After 180 days worked in classification	.50 above classification in operator scale .50 above skilled starting rate
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Maintenance/Toolroom/Diesetter	Appendix "B" Maintenance
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TEAMLEADER	TERM OF CONTRACT
Level 1	5% Above Scale
Level 2	10% Above Scale
Level 3	15% Above Scale
Level 4	20% Above Scale

Appendix "B" Wage Classifications - Maintenance

Maintenance/Toolroom/Diesetter	6/24/16	6/24/17	6/24/18	6/24/19
Starting Rate	15.73	16.08	16.43	16.78
Apprentice	16.18	16.53	16.88	17.23
1st Class	16.60	16.95	17.30	17.65
2nd Class	16.90	17.25	17.60	17.95
3rd Class	17.20	17.55	17.90	18.25
4th Class	17.69	18.04	18.39	18.74
5th Class	18.18	18.53	18.88	19.23
6th Class	18.67	19.02	19.37	19.72
7th Class	19.23	19.58	19.93	20.28
8th Class	19.79	20.14	20.49	20.84
9th Class	20.25	20.60	20.95	21.30

TEAMLEADER	TERM OF CONTRACT
Level 1	5% Above Scale
Level 2	10% Above Scale
Level 3	15% Above Scale
Level 4	20% Above Scale

The below stated language applies to Appendix "A" and "B" employees.

- 1) Company will pay second shift differential of \$.20/hour.
- 2) Company will pay third shift differential of \$.30/hour.
- 3) Company will maintain a tax qualified 401(k) plan for the benefit of the employees covered by this agreement.
 - a) The Company will match 50% of each dollar saved up to 6% of annual earnings (maximum match of 3% of annual earnings) by employee eligible for the 401(K) plan. Vesting of the matching funds will occur on a schedule contained in the plan and approved by the IRS.
- 4) Company will set up a voluntary deduction plan to allow the employees to set aside a portion of their income to be paid out two times per year.
- 5) The Company will provide a profit sharing plan for eligible employees.

**GENERAL TEAMSTERS
LOCAL UNION NO. 326
New Castle, Delaware**

OFFICERS

Joseph W. Smith, Jr. - President/Business Agent

Paul A. Thornburg - Secretary-Treasurer/Business Agent

Leonard E. McCartney, Jr. - Vice-President/Business Agent

Warren F. Schueler, Jr. - Recording Secretary

TRUSTEES

Richard L. Gibbons, Jr.

Paul R. Bishop

Gene Pytko