AGREEMENT

Between

Ranbar Electrical Materials, Inc.
408 Manor Harrison City Road
Harrison City, PA 15636

and

IUE-CWA LOCAL 88643
INDUSTRIAL DIVISION OF THE COMMUNICATION
WORKERS OF AMERICA

11/1/2015 – 10/31/2017

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AGREEMENT

THIS AGREEMENT, MADE THIS 1st day of November , 2015, by and between RANBAR ELECTRICAL MATERIALS, INC., for its facility at 408 Manor Harrison city Road, Harrison City, PA, 15636, hereinafter referred to as the "Employer", and IUE-CWA LOCAL 88643, INDUSTRIAL DIVISION OF THE COMMUNICATION WORKERS OF AMERICA, hereinafter referred to as the "Union".

ARTICLE I

SCOPE OF AGREEMENT

A. **Recognition**

The Employer recognizes the Union, as the sole and exclusive bargaining agent for the hourly production and maintenance employees including group leaders, employed by the Employer at its Manor, Pennsylvania, facility, excluding all salaried employees, office clerical employees and guards, professional employees and supervisor as defined in the National Labor Relations Act.

1. No Supervisor or staff will be a member of the Union nor perform the work of any employee covered by this Agreement; provided, however, that Supervisors and staff employees may perform production and maintenance work without limitation in the following circumstances:

a. Training or instructing employees.

b. Testing or developing new, modified or improved products, production methods, techniques or equipment.

c. Emergency situations.

d. Where such work has been performed regularly in the past.

B. **New Employees**

New employees shall work on a probationary basis for the first one hundred eighty (180) calendar days of employment, and during this probationary period, their employment may be terminated at the sole discretion of the Employer and such discharge will not be eligible for the arbitration procedure. Upon completion of the

probationary period, said employee will be considered a regular full-time employee and will be credited with seniority to his date of hire. Probationary employees will not be entitled to holiday or vacation pay, jury pay, funeral pay or leave of absence, but will be eligible for dental and vision insurance plan upon completion of one hundred and twenty (120) calendar days of continuous employment. Eligibility for healthcare coverage will follow federal law. New employees may be hired from any source.

ARTICLE 2
CO-OPERATION

It is the general purpose of this Agreement to promote the mutual interests of the Employer and its employees, and to provide for efficiency of operation and the doing away with the possibility of strikes, walkouts, slowdowns of work and lockouts. The Employer and the Union will cooperate fully to achieve these purposes.

ARTICLE 3
MANAGEMENT

Management of the plant and the direction of the work force remain vested exclusively in the Employer. This right of management includes, but is not limited to, such functions as the right: to plan, schedule, direct and control operations; to study and/or introduce new or improved methods and procedures; to adopt and enforce safe and efficient plant operations; to hire, transfer, discharge or discipline for cause, layoff, or otherwise relieve employees because of lack of work or other proper reasons; to determine products to be manufactured or converted; to determine the amount of supervisor necessary; to set schedules of production and establish standards of quality; to determine the extent to which the plant will be operated and production and employment decreased or increased, and to sub-contract, where it will not cause a layoff or prevent a recall from layoff. Any of the rights, powers or authority the Employer had prior to the execution of this Agreement are retained by the Employer except as specifically abridged, delegated, assigned, or modified by this Agreement. Nothing contained in this Agreement shall be construed to limit the right of management to assign employees covered by this Agreement to perform any work which is or may become covered by this Agreement.

ARTICLE 4

DISCRIMINATION

A. There will be no discrimination by supervisory or other employees of the Company not included in the units covered by this Agreement, against any employee because of membership or activities in the Union.

B. The Union agrees that neither it, not their respective officers and members, nor persons employed directly or indirectly by the Union will discriminate against any employee. The Union further agrees that there will be no solicitation of members, dues, or funds during the working hours of employees involved.

C. The Union, the Local and the Company reaffirm their intention that the provisions of this Agreement will continue to be applied without discrimination because of race, color, sex, religion, age, or national origin, or against qualified individuals with a disability, or because an employee is a disabled veteran or veteran of the Vietnam era. This article will be interpreted in accordance with applicable Federal and State law. In administration of this Agreement, the Employer will provide reasonable accommodations to qualified employees with a disability and to employees based upon their religious tenets. The need for and extent if such will be determined by the Employer in accordance with its interpretation of the requirements of the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964, even if such accommodations may be in conflict with other provisions of this Agreement.

ARTICLE 5

NO STRIKES OR LOCKOUTS

The Union agrees that it shall not authorize any strikes, work stoppages, or any other intentional interference with production and the Company agrees that there shall be no lockout during the term of this Agreement.

ARTICLE 6

UNION SHOP

It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good

standing, and those who are not members on the effective date of this Agreement shall, on or after the thirtieth (30th) day following the effective date of this Agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date, shall, on or after the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

ARTICLE 7
CHECK-OFF

The Company agrees to deduct Union dues and initiation fees from the pay checks of all covered employees on a weekly basis, provided the Company has received from each employee, on whose account such deductions are made, an authorization check-off card, as required by law, and it will transmit the total amount of such deductions to the Union office on or before the twenty-fifth (25th) day of each month accompanied by forms provided by the Union.

Whenever an employee quits, is discharged, laid off, or his employment is otherwise terminated, any of the foregoing amounts will be deducted from the last pay to be made.

ARTICLE 8
WAGES

1. Wages will be paid as set forth in schedule "A" attached hereto and made part of this Agreement.
2. New Hire Rates - Employees hired after August 1, 1995, wages will be paid as set forth in Schedule "B" attached hereto and made part of this Agreement.
3. Night Turn Bonus (Shift Differential)

   (a) Employees working night turn will receive an extra compensation of ten percent (10%) of their earnings on night turn.

   (b) Employees hired or rehired after August 1, 1995, who work night turn will receive an extra compensation of five percent (5%) of their earnings on night turn.
4. Group Leaders

   (a) A group leader is a non-supervisory employee who is a working member of a group without

disciplinary authority, who works under a minimum of supervision, who regularly leads, instructs and guides employees in the group, and who generally allocates work.

(b) In selecting group leaders the ability to organize and direct a group will be the deciding factor, with seniority being the next consideration.

(c) Group leaders will receive an extra compensation of five percent (5%) over his base salary.

(d) When a group is formed, divided, or discontinued the effective date of the change in the leader's wage payment will be the beginning of the payroll following the change.

ARTICLE 9

HOURS OF WORK

A. Basic work week will be forty (40) hours based on eight (8) hours per day, five (5) days per week, Monday to Friday inclusive. An employee's work day is the twenty-four (24) hour period beginning with his regularly assigned starting time of his work shift, and his day of rest starts at the same time on the day or days he is not scheduled to work. His work week starts with his regularly assigned work period on Monday. The basic work week of a third shift employee may start with a regularly assigned work period which begins before Sunday midnight and extends into Monday under the provisions of the Section (Hours of Work) and Section (Overtime) of this Agreement. Variations in hours of work and the schedules of hours of the several shifts are subjects for negotiations.

B. Four (4) Hours of Work

Hourly employees who report to work at a regular starting time of their shift and have not been advised at least six (6) hours beforehand not to report and those who report to work at other times at Management's request, will be guaranteed four (4) hours work at their guaranteed rate or the rate of pay for the job on which they work, whichever is higher. If work is not provided during some of all of such four (4) hours, the employee will be paid at his day work rate for such period. The foregoing provisions will not apply in the case of any emergency such as fire, flood, power failure, or work stoppage by employees in the plant.

C. Shift Schedule

1A	7:30 a.m. - 12:00 noon -	12:30 p.m. - 4:00 p.m. (paint)
1B	7:30 a.m. - 12:00 noon -	12:30 p.m. - 4:00 p.m. (maint)
1C	7:30 a.m.	3:30 p.m. (alkyd)
2	3:30 p.m.	11:30 p.m. (alkyd)
2B	3:30 p.m.	11:30 p.m. (paint)
3	11:30 p.m.	7:30 a.m. (alkyd)

D. Shift Preference

Shift preference will be granted on the basis of an employee's seniority date and will be applicable to the same job within the same department (Alkyd Plant, Paint Plant, Maintenance and Shipping).

Movement of any employee as a result of shift preference will be made only the first day of the work week. The employee must give advance notice of at least four (4) working days or his intent to exercise shift preference.

The employee desiring to exercise shift preference will sign an "Application for Transfer" stating his request.

After exercising shift preference, an employee who requested the shift preference will not be permitted to exercise shift preference again until one (1) year has elapsed.

It will be considered an exercise of shift preference when a change from one shift to another affects the employee exercising a preference and one other employee.

ARTICLE 10

OVERTIME

For overtime purposes, the average earned rate will consist of straight time earnings, night turn bonus, group leader remuneration.

A. **Hourly**

Overtime payments will be made to hourly-paid employees under the following conditions:

1. Time and one half - i.e., hourly employees plus one-half (1/2) the employee's average earned rate for

the payroll period involved - for:

a. All hours worked in excess of eight (8) hours but less than twelve (12) in any day (Monday to Friday, inclusive).

b. All hours worked less than twelve (12) on Saturday.

c. All hours worked less than eight (8) on observed holidays for which the employee receives additional payment under Section XI.

d. A two (2) hour period, on Sunday, which precedes and is consecutive with the initial shift of the week. Overtime for these hours will be paid under either Clause (a) or (d), but not both.

2. Double Time - i.e., hourly earnings plus the employee's average earned rate for the payroll period involved – for:

a. All hours worked on Sundays, except as under 1. (d).

b. All hours worked on calendar Sundays outside of the employee's establishes shift, except as under 1. (d).

c. All hours worked after twelve (12) hours in any day (Monday to Saturday, inclusive). All hours worked on observed holidays for which the employee is not eligible for payment under Article XI.

d. All hours worked on observed holidays after eight (8) hours for which the employee receives additional payment under Article XI.

e. 3rd shift, 2 hours for Monday coverage of First shift.

Overtime hours will be divided as evenly as practical among all employees within the equalization group set forth below within a twelve month period on scheduled overtime.

B. When overtime is necessary, it will be shared equally among employees on the same job and shift working in the same Department. Departments as defined as being Maintenance, Alkyd, Paint and Shipping.

C. Management will not be required to work employees hours requiring payment at double time in order to equalize overtime.

D. Overtime hours refused will be considered as overtime hours worked in equalizing overtime.

E. Hours worked as a result of emergencies such as fire, flood, power failures, etc. will not be considered in equalizing overtime.

F. Management will maintain department overtime records and make the records available for inspection by the stewards at all times.

G. At the end of each calendar year, new overtime records will be established.

H. Management will continue to schedule overtime as far in advance as practical; i.e., monthly, weekly when operating requirements permit.

ARTICLE 11
HOLIDAYS AND VACATIONS

A. **Holidays**

1. Holidays observed by the Company will be New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas and the day before Christmas, one (1) floating holiday, and three (3) employee days. Holidays except for the day before Christmas falling on Sunday will be observed on Monday. If the day before Christmas falls on Saturday or Sunday, the last regular working day before Christmas shall be the designated holiday.

2. In the calendar year in which one or more of such holidays fall on Saturday, such holiday or holidays will not be an observed holiday in such year within the meaning of this Agreement, but another day or days between Monday and Friday, both inclusive, will be observed during such year in place of the Saturday holiday or holidays. Management shall be required to designate such alternative day or days before January 1 of such calendar year after the matter has been discussed between the Local and Management.

3. If an employee is absent from work during the week of the holiday due to layoff caused by a reduction of the work force, he or she shall receive pay for the holiday, if such absence commenced not more than ten (10) working days prior to the holiday.

4. Management will, prior to January 1 of each calendar year, designate the floating holiday to be observed during the following year. Such holiday will be designed by Management pursuant to the procedures for designating an alternate day when a schedule holiday falls on Saturday as set forth in paragraph A2. above.

5. To be eligible to holiday pay, an employee must be a regular full-time employee, and must have reported for the Employer's regularly scheduled straight time work day prior to the holiday. If an employee is absent from work due to bona fide illness or disability (for which the Company may require a doctor's

certificate) he or she shall receive pay for such holiday or holidays. If the employee does not report on the regularly scheduled day prior to the holiday due to vacation, jury duty, funeral leave, or other Company authorized paid time off, he shall be eligible for holiday pay.

6. Employee will be paid for such hours on the basis of their rate of record, and in addition, night turn bonus and group leader remuneration where applicable, on the date immediately preceding the holiday.

7. The above payment will be made only to hourly paid employees who are on the active roll, when in no case includes the disability roll, on the last working day before the observed holiday, and who earned some wages during the week in which such holiday falls or any of the four (4) preceding weeks, provided that employees who are separated at any time during December 31 in the year shall not be entitled to holiday pay for New Year's Day in the following year.

B. **Vacations**

1. The Company will permit vacations to be taken as desired by employees as far as practical, consistent with efficient operations. Employees may carry 4 vacation days into the next year only.

2. Shutdowns

The Company may schedule vacation shutdowns for vacation purposes, and the time of year of the vacation shutdowns will be a matter of negotiations. The vacations will run concurrently with the vacation shutdown periods. Employees who become eligible for vacations subsequent to the vacation shutdowns, but before the year of the year, will be granted vacation pay, when they become eligible, if they were absent during the vacation shutdown periods, without additional time off. It is recognized that some employees will be requested to work during the vacation shutdown periods. Management shall be required to designate the time of the vacation shutdown or shutdowns before January 1 of the vacation year after such time has been made a matter for negotiations as above provided. Except as may otherwise be agreed between the Local and Management, the total of all periods of vacation shutdowns in any vacation year shall not exceed five (5) working days (exclusive of Saturdays, Sundays and observed holidays).

3. Where an employee is removed from the active roll for any reason, payment for vacation not taken for the current year will be made if the employee has qualified for vacation.

4. In order to be eligible for vacation with pay, an employee must meet the following conditions:

a. An employee with one (1) year or more seniority shall be entitled to vacation pay in any calendar

year if he has worked at least five hundred twenty (520) hours during the previous calendar year; provided, however, that if an employee has worked at least three hundred (300) but less than five hundred twenty (520) hours during the previous calendar year, he shall receive one- half (1/2) the paid vacation specified in Section 6, and,

b. Each employee who is on the active roll and who has completed at least thirty (30) days continuous employment at the close of business on his last working day immediately preceding the time of starting his vacation shall be entitled to such additional of initial vacation for which he has qualified at such close of business.

5. For vacation purposes only, continuous employment is interrupted only when an employee's name is removed from the active roll, except that in case the removal is the result of disability, such removal does not interrupt continuous employment unless and until the employee's name has been removed from the active roll for two (2) years.

6.a. The Company will grant vacations to hourly rated employees employed on August 1, 1995 and meeting the requirement of continuous employment described in sub-paragraph 4, above, as follows:

One (1) year of accumulated length of service but less than two (2) years	1 week
Two (2) years accumulated length of service but less than six (6) years	2 weeks
Six (6) years accumulated length of service but less than seven (7) years	2 weeks + 1 day
Seven (7) years accumulated length of service but less than fifteen (15) years	3 weeks
Fifteen (15) years accumulated length of service	4 weeks

All current employees receiving five (5) weeks vacation will be grandfathered at their current level.

b. The Company will grant vacations to hourly rated employees with initial hire dates after August 1, 1995 and meeting the requirement of continuous employment described in sub-paragraph 4, above, as follows:

One (1) year of accumulated length of service but less than two (2) years	1 week
Two (2) years accumulated length of service but less than six (6) years	2 weeks
Six (6) years accumulated length of service but less than seven (7) years	2 weeks + 1 day
Seven (7) years accumulated length of service but less than twenty (20) years	3 weeks

Twenty (20) years accumulated length of service 4 weeks

Vacations will be paid on the basis of the employee's rate of record, and in addition, night turn bonus and group leader remuneration where applicable, on the date immediately preceding such vacation. Vacation hours will be based upon the number of hours regularly scheduled in the basic work week, Monday to Friday inclusive.

ARTICLE 12
SENIORITY

A. **General**

Seniority is defined as the length of time equal to each employee's accumulated service in the bargaining unit with the Manor facility, as previously recognized at the Manor facility or as provided for in this Agreement. In all cases of rehiring or lay-offs due to increasing or decreasing forces, accumulated length of service will govern, providing that the employee can do the job with only such training as an employee with previous experience in such a job would require.

B. **Seniority Credit**

1. An employee laid off is not on the active roll and will not accumulate service while laid off, but will receive credit for former service when rehired.

2. Employees shall be continued on the disability roll for a period not in excess of 18 months from the last day worked and shall accumulate credited service for such time.

C. **Inactive Seniority List**

1. The names of those laid off will be placed on the Inactive Seniority List.

2. The names of employees who voluntarily quit, who are released, or who are discharged will not be placed on the Inactive Seniority List.

3. Employees who are on the Inactive Seniority List shall be retained on this list and be eligible for recall, in accordance with the applicable procedure specified in the schedule below:

a. Less than two (2) years of accumulated service - 12 months

b. Two (2) years or more of accumulated service – Thirty-six (36) months.

4. The manner in which employees will be called back to work and the method of notification will be outlined in Paragraph L.

D. Return of Employees to Bargaining Unit

1. The Local will not oppose the return of supervisory employees to a bargaining unit provided that at the time of promotion they worked on a job which is in the bargaining unit at the time of such return. Seniority credit of such employees will include the period the employee spent as a supervisor. The employee will be returned to a job, if any, in the bargaining unit to which his seniority entitles him. Management will retain the right to return him or her to the bargaining unit for a period of three (3) years from the effective date of the promotion.

2. The question of whether or not non-supervisory employees may return to the bargaining unit is a matter for negotiation.

E. **Decrease in Working Force**

1. It is understood and agreed that in all cases of layoffs due to decreasing forces, accumulated length of service will govern, and employees will be permitted to displace other employees only if the employee can perform the duties of the job with only such training as an employee with previous experience on such job would require. When a decrease in work force is required, employee(s) will be removed from the affected job(s) in order of seniority and will then be considered to be up for disposition. An employee who is up for disposition will, in order or seniority, move as follows:

a. The employee will replace the least senior employee in the same and successively lower labor grades, or

b. if the employee has held another job, in higher, same or lower labor grades, the employer will be permitted to replace the least senior employee on the previously held job.

In all cases when this procedure is applied, the affected employee will bump the least senior employee on the job. The employee initiating the displacement may utilize seniority to exercise shift preference no later than five (5) working days after beginning the new job.

2. At the time of layoff, an employee on personal leave of absence or on the disability roll will be laid off and his name will be added to the Inactive Seniority List when, because of his seniority status under the

established seniority procedure, he would have been laid off if he were actively at work. Notice of such layoffs will be given to the Local and to the employee involved at his last known address, but the usual notice periods outlined in Paragraph M shall not apply. Any objection to such layoff must be made by filing a grievance within two (2) week following the giving of such notice to the Local. It shall be the obligation of such disabled employee to notify the Company of his availability for re-employment, and until such notification, the Company will have no obligation to offer such disable employee re-employment. Such disabled employee on the Inactive Seniority List who is still disabled at the time he is recalled, will be returned to the disability roll if he so requests at that time. The period on disability prior to layoff and the period during which he is returned to the disability roll will be considered as a single continuous period.

F. **Furloughs**

When there is temporary reduction in production, employees will equalize furlough time within an established group. The parties may negotiate at any time, temporary modifications of this procedure and periods of time during which they will be in effect.

G. **Transfers**

When an employee is temporarily transferred to a job other than his regular job, he will be paid at his present rate or the rate of the job, whichever is higher. The employee must work at least four (4) hours in the higher job to qualify. The opportunity for transfer will be given to the most senior employee, in the next filled lower grade on the shift where the opening occurs.

H. **Return from Disability**

An employee who is returned from disability, if physically able, shall replace the least senior employee on the job held at the time of commencement of the disability, seniority permitting. Otherwise, the employee will be replaced in accordance with local reduction in force procedures.

I. **Increase in Work Force**

When an available job occurs, consideration will be given to employees in order of seniority and ability to perform the job. Employees who have bid and been accepted will not be eligible to re-bid for a period six (6)

months.

Notification of jobs open for bid occurring in the bargaining unit will appear on the company bulletin board for a period of three (3) working days. Bid slips must be made out in duplicate and one (1) copy submitted to management before the closing date and time shown on the notification.

When an employee bids and is accepted on a higher labor grade job and is not moved within 30 calendar days, he/she will be paid the rate of the new job.

J. **Seniority Preference**

At the written request of the Local, a Division or Section Seward will be given seniority preference (at the time when reductions take place) within the section, department or division for which he is acting as Steward. Such seniority preference will enable him to retain his job within the section, department, or division for which he is acting as Steward so long as such job remains, and when the job no longer exists, the Steward will be given seniority preference for another job in the same labor grade or successively lower labor grades if he can perform the duties of the job with only such training as an employee with previous experience on such job would require. The President of the Local Union, upon written request of the Local, will be given at the time of reduction in working force similar seniority preference within the bargaining unit in which they are employed.

The Local Union will hold discussion with the Company prior to any addition to the steward structure.

K. **Stewards Organization**

1. The basic principle of the Stewards organization is that it shall parallel insofar as it is practical the line organization of Management. In case a night turn employee is elected President of the Local Union or is elected as a Division Steward, he will be transferred to the day turn shift. In cases of absence of the President and/or Division Steward, the Vice President and/or Sub-division Steward will be transferred to the day turn shift for the duration of such absence.

a. Section Steward: a Section Steward is the official representative of the employees in one or

more sections and the number of Section Stewards will not be more than one (1) shift per section except in a large section.

b. Sub-division Steward: A sub-division Steward is the official representative of the employees of a portion of a division under the supervision of a general foreman. He functions for a Section Steward or a Division Steward in matters concerning his area of representation if the Section or Division Stewards are not available.

c. Division Steward: A Division Steward is the official representative of the employees of an operating division or mutually agreed part thereof.

2. The Union will advise the Corporation in writing as to the names of duly elected officers and stewards.

3. The Union will hold discussions with the Company prior to any addition to the steward structure.

L. **Recall**

The Employer will notify such laid off employees by telephone, or in person when to return to work. If the Employer is unable to contact the employee in this manner, the Employer shall notify such laid off employee by registered letter, the employee must contact his Supervisor within seventy-two (72) hours after receipt of the registered letter. Failing to do so the employee forfeits this right to recall as provided by this Agreement. Copy of such notice is to be given to the Union.

M. **Notice Period**

Employees released, or selected for layoff because of lack of work, shall be advised of the reasons therefore at least three (3) working days before such release or layoff becomes effective. The steward shall be so notified before the notice is given to the employee involved. Such employees will be given three (3) days work, or pay if work is not provided.

N. **Seniority Roster**

The Employer will furnish the Union with an up-to-date seniority roster, when necessary.

O. Disqualification

In the event an employee is found to be unable to perform the requirements of his job, the following action will be taken:

1. Management will notify the division and section steward and discuss the problem.
2. An attempt will be made to find work for which the employee is more suited but, if this is not possible, the employee will be released.

ARTICLE 13
GRIEVANCE PROCEDURE

It is agreed that should any controversy arise between the Employer and the Union, or between the Employer and any employee represented by the Union, there shall be no strikes or stoppage of work or lockout. Any such controversy shall be settled in accordance with the following procedure:

1. The Union Steward and a Representative of the Employer shall first make an honest effort to reach an amicable agreement or adjustment of the grievance. If a satisfactory solution is not reached, then
2. The grievance shall be reduced to writing and signed by the Steward within thirty (30) days after the reason for the grievance has occurred. The Employer shall respond in writing to any written grievance within five (5) working days.
3. The Union Representative and the Steward will take the matter up with the Department Manager, if no satisfactory agreement is reached, then
4. The Union Officer, Shop Steward will take the grievance up with the Plant Manager. If no satisfactory agreement is reached, then the matter shall be submitted to an Arbitrator as provided herein. Request for arbitration must be submitted in writing within thirty (30) days from the date of the last meeting between the Union and the Employer.
5. The Arbitrator shall be a person designated by mutual consent of the parties. In the event that the Employer and the Union are unable to agree upon an Arbitrator within thirty (30) days after

the matter has been referred to arbitration, either party may apply to the Federal Mediation and Conciliation Service for a panel of seven (7) Arbitrators, and each party alternately shall strike three (3) names from the panel so obtained, and the name remaining shall be the Arbitrator designated to hear and determine the grievance.

The Arbitrator shall have no power to add to, detract from or in any way alter the provisions of this Agreement.

The award of the Arbitrator shall be final and binding on both parties hereto. The cost of arbitration shall be shared equally by the Employer and the Union.

6. No employee may compel the arbitration of his grievance without the written consent of the Local Union.

7. If the Employer has a grievance against the Union or any employee such grievance shall be taken up as described in (4) above, and if settlement is not achieved, shall then be handler according to the method set forth thereafter.

ARTICLE 14
ADMITTANCE TO THE PLANT

An Official Representative of the Union will be granted admission to the plant during working hours to interview members of the Union; provided he notifies the Employer in advance of his intended visit. Meetings between the Official Representative and an employee or employees will be held in a designated area.

ARTICLE 15
COURT APPEARANCES
(JURY DUTY)

A. When called for jury duty, hourly paid employees will be reimbursed for the difference between the amount paid for such service, not including transportation allowance, and an amount equal to the basic scheduled hours in the period involved times the rate of record, and in addition, night turn bonus and group

leader remuneration where applicable, on the date immediately preceding such absence if the employee is in a bargaining unit which includes only day work paid employees.

B. Employees will be reimbursed in the manner set forth in sub-section A of this section when time is lost because of attendance at a proceeding of a court of governmental agency at the request of the Company or in response to a subpoena served on the employee. However, when subpoenaed by other than the Company, the employee will not be reimbursed if the employee, the Company, or the Union and/or the Local is a party in the case, or the employee has any direct interest or financial interest in the case.

C. The employee may be required to produce the subpoena or a letter from an attorney.

ARTICLE 16
MILITARY SERVICE

A. Employees entering military service will be granted a military leave of absence. The leave of absence will cover the period of military service up to a maximum equal to that period of time during which re-employment is required under applicable Federal statutes. A military leave of absence will be considered as continuous employment.

B. An employee properly applying will be reinstated in his former position, or a position in the bargaining unit which he left on the basis of his seniority under the provisions of this Agreement, providing employee complies with the following conditions:

1. Application for reinstatement is made within the following time limits:
Less than thirty (30) days of military service - the next business day following discharge, allowing for travel time.
Thirty (30) days, but less than one hundred eighty (180) days of military service - thirty (30) days.
One hundred eighty (180) or more of military service - ninety (90) days.
2. Official discharge papers are presented.

C. Employees reporting as provided for in the above position, who are not qualified to perform the duties of their former position will be given special consideration and local Management will endeavor to place them on suitable jobs.

D. An employee so reinstated will be entitled to participate in insurance and other benefits on the same basis as other employees returning from leave of absence.

E. Vacation eligibility for employees returning from military leave of absence will be re-established on the basis of the Credited Service of the employee on the date he returns to the active roll; however, vacation payment will not be granted until the employee has been on the active roll thirty (30) days following his return from military leave of absence. In any event, the employee will receive the vacation for which he is eligible in that calendar year.

F. Annual Military Field Encampment

Employees required to attend annual military encampments to discharge their National Guard or Reserve obligations will be reimbursed in accordance with the following conditions:

1. Reimbursement will be limited to maximum period of seventeen (17) calendar days (not to exceed thirteen (13) working days, excluding holidays for which the employee receives payment) during any one calendar year.

2. Reimbursement, if any, will be the difference between the employee's normal straight time earnings and the total amount he receives for service pay from the Federal or State Government. In calculating the amount of difference to be paid by the Company, only that portion of military pay corresponding to the employee's regularly scheduled work days will be used. Travel, quarters and subsistence allowances will not be included in determining the amount of compensation received by the employee from the Federal and State Government. The basis for establishing normal earnings will be the rate of record in effect immediately preceding the encampment.

3. No reimbursement of salary or wages shall be made for annual encampment duty during furlough days or on days that would have been furlough days.

ARTICLE 17
LEAVE OF ABSENCE

Leave of Absence:

1. Provided the employee submits a written request at least three (3) weeks prior to the date he wishes his leave of absence to begin and provided that the Employer is able to obtain suitable substitution for the employee involved and is able to grant leave without hampering operations of the plant, leave of absence for good and sufficient reasons which are not covered by the Family and Medical Leave Act of 1993 may be granted to an employee upon submission of a satisfactory reason of necessity for such leave. Such leaves shall not exceed sixty (60) days, however, such period may be extended for an additional period of sixty (60) days, provided a satisfactory reason is submitted to the Employer for the necessity of such continuance. Acceptance of employment during such authorized leave will automatically terminate the employee's service with the Employer. An employee's seniority shall not be broken because of such approved leave of absence. Employer shall have no responsibility to pay for benefits during such leave of absence; however, the employee shall be permitted to purchase health and dental benefits at the Employer's total cost for the period by making payment to the Employer by the 10th of each month.

2 .Payment of Group Insurance Premium during Leave

Each employee on unpaid leave under the Act shall remain responsible for paying the employee's share of the premium for coverages under Article 19 of this Agreement and shall directly submit to the Employer no later than the 10th of each month the amount of the premium owed by the employee. If the employee shall fail to timely remit premium payments, the Employer shall make such payments of behalf of the employee and, after the employee's return from leave, shall deduct (from wages payable to the employee and pursuant to an authorization signed by the employee) two times the amount that would normally be deducted pursuant to Article 19 of this Agreement, until the entire amount of employee payments paid by the Employer on behalf of the

employee during leave under this article has been repaid. If the employee fails to return to work under the expiration of leave under this Article, any amounts paid by the Employer toward the premium cost of benefits provided under Article 19 of this Agreement (including the Employer's share of such premium cost) shall be a legal debt due and owing from such employee to the Employer, which the Employer may institute appropriate legal action to collect, unless the employee fails to return to work for a reason set forth in Section 104(c)(2)(B)(I) and (ii) of the Act.

ARTICLE 18

BEREAVEMENT PAY

An hourly paid employee with thirty (30) days continuous service who is absent from work because of the death of the employee's parent, brother, sister, mother-in-law, father-in-law, brother-in-law (which includes the employee's sister's husband, the employee's spouse's brother, and the husband of the employee's spouse's sister), sister-in-law (which includes the employee's brother's wife, the employee's spouse's sister, and the wife of the employer's spouse's brother), son-in-law, daughter-in-law, grandparent, grandparent-in-law, stepparent, stepbrother, stepsister, stepchild, or grandchild will be compensated for time lost by reason of such absence from his regularly scheduled straight time shift hours during Monday to Friday of his work week, excluding holiday, vacation and furlough days, up a maximum of three (3) days for each such absence. Such paid leave will be limited to three (3) consecutive regular work days within a period of five (5) days starting on the day immediately following the day of death. In no case shall payment be made for more than the three (3) days described above. In case of an employee on swing, rotating or continuous shift, the above payment will be made for time lost during the employee's established five-day week. Employees will be compensated on the basis of their rate of record on the date before such absence. In the case of the death of an employee's spouse, child, step child, or foster child, the employee shall be compensated a maximum leave of five (5) consecutive work days within a period of seven (7) consecutive days starting on the day immediately following the day of death.

In all cases the above payments shall be calculated on rate of record time hours and shall not include any overtime premium payments.

The in-law relationship will terminate for purposes of this Article 18 upon divorce or annulment (i.e. legal dissolution) of the connecting marriage which creates the in-law relationship to the employee; and the in-law relationship will terminate upon death and remarriage - that is, in the event of the death of the party with the connecting in-law relationship to the employee, the in-law relationship will not terminate until the marriage of the surviving spouse.

ARTICLE 19
HEALTH PLAN

As of November 1, 2015, a choice of two UPMC Plans will be offered. The employee has the choice to pick the plan they want to be in. The UPMC premiums will be locked in until October 31, 2016.

The two UPMC Plans being offered are UPMC PPO $1,250 (single only) and UPMC PPO $2,500 Deductible. The employee will pay 40% of the health care premium going forward for the length of the contract. Working spouses with access to healthcare or spouses with healthcare options are ineligible for our healthcare plan (form attached).

The Dental Plan shall consist of the Guardian Dental Plan. Employee contributions toward the premium shall be: Employee Only - $1.27/week, Employee plus dependants - $2.25/week.

The Vision Plan shall consist of Blue Cross Fashion Advantage Plan. There is no employee contribution required.

Starting 2014, the company, with agreement from the union, may move to a different healthcare plan or not offer a healthcare plan.

An employee who is laid off will be eligible to have these plans continued under the following work scale once called back:

Length of callback service:

0-2 months: Company will pay for rest of the month

2-4 months: Company will continue for 1 additional month

4-6 months: Company will continue for 2 additional months

6+ months- Company will continue for 3 additional months

Employee is still responsible for their portion of the premium cost as defined under this Section. If the employee fails to pay the contribution when due, the employee's coverage for medical, dental, and vision will be terminated at the end of the current month. An employee on Worker's Compensation disability leave will be eligible to have coverage for medical, dental and vision continued for one and ½ years at no expense.

ARTICLE 20
SICKNESS AND ACCIDENT INSURANCE

Sickness and Accident Insurance shall be provided at 60% of the employee's base salary up to a maximum of thirteen (13) weeks. The employer shall pay the full cost of this premium. Ranbar will pay 100% of all benefits (medical/dental/vision) for a period of 90 days while the employee is on short term disability. Ranbar will pay 100% of all benefits (medical/dental/vision) for a period of 90 days while the employee is on long term disability. After a total of 6 months, the employee will be offered COBRA and responsible for 100% of the full premium cost.

ARTICLE 21
LIFE INSURANCE

Employees shall be provided Life Insurance at rate of 1.5 times their base annual earnings. A minimum of $30,000 and a maximum of $50,000 will be provided.

ARTICLE 22

PENSION AND SAVINGS PLANS

1. **Pension Plan**. For the duration of this Agreement, the Employer shall contribute to the IUE AFL-CIO Pension Fund for each hour for which an employee governed by this Agreement receives pay the sums in the table below, as more fully set forth in the Memorandum of Agreement attached hereto as Appendix "C", the sum is per mandated amount.

2. **Savings Plan**. For the duration of this Agreement, employees covered by this Agreement shall participate in the Ranbar 401K Savings Plan for IUE Employees, with eligibility, vesting, self-contribution, retirement, and benefit rights as set forth in the plan document governing said Savings Plan. For each 1% of gross wages that an employee contributes to the Savings Plan, the Employer will make a matching contribution of 1/3% of that employee's wages, up to a maximum Employer matching contribution of 2% of an employee's gross wages.

ARTICLE 23

PLANT SALE

The Employer will not sell the Manor facility during the term of this Agreement unless the successor employer recognizes the Union as the representative of the Employees in the unit which is included in the sale.

ARTICLE 24

MISCELLANEOUS

A. **Physical Examinations**

New employees may be asked to pass a physical examination prior to starting work.

B. **Employee Absence**

Any employee absent from work for three (3) or more work days due to sickness of injury may be required to present to the Employer before returning to work a note from a physician stating the reason for absence and that he is able to return to work.

C. **No Side Agreements**

It is understood and agreed that this Agreement constitutes the entire working agreement between the parties. Any understanding arrived at in the future will be reduced to writing and signed by both parties.

D. **Bulletin Board**

The company will permit the use of a factory bulletin board for the purpose of posting Union notices or other information of interest to members of the Union, provided that all such notices will be subject to Management approval and arrangements made by Management for posting.

E. Attendance Bonus

A bonus will be paid for one (1) calendar year of perfect attendance. The bonus will be paid for excused absences (workers comp, union meetings, furloughs etc.). The bonus will not be paid for an unpaid leave of absence. The bonus will be $200.00 per eligible employee and will be paid by January 15 of the following year. Attendance shall mean eight (8) hours worked on straight time five (5) day schedule. In order to be eligible for an Attendance Bonus with respect to any calendar year, an employee must have completed at least one (1) full year of service prior to the commencement of the calendar year.

F. **Safety Shoe Allowance**

The Employer will reimburse each employee up to $175.00 per calendar year toward the cost of safety shoes and shoe related items, upon presentation by the employee of a receipt demonstrating purchase of such shoes.

G. **Safety Glass Program**

The current safety glass program as administered at the Manor Site will remain in effect.

H. **Uniform Program**

The current Uniform Program will remain in effect.

I. **Safety and Health**

The Company will maintain safe and healthful working conditions for the employees of the site.

J. **Security Camera**

Except in cases of workplace violence, theft and sabotage, security cameras shall not be used to initiate discipline against an employee.

ARTICLE 25

PERIOD OF AGREEMENT

A. This Agreement shall be in full force and effect from November 1, 2015 through October 31, 2017 and shall automatically be renewed on the same terms and conditions for consecutive one (1) year period thereafter until a new agreement has been consummated and signed, unless sixty (60) days prior to the expiration of this Agreement, or any extension thereof, the Employer or the Local Union with the sanction of the IUE-CWA LOCAL 88643, INDUSTRIAL DIVISION OF THE COMMUNICATION WORKERS OF AMERICA gives written notice to the other party of termination or modification of this Agreement.

B. Each party will sign sufficient copies of this Agreement, one to be kept by the Employer, one by the Union, and one to be posted in a conspicuous place in the plant, and shall be binding on the 1st day of November 2015 and expire at midnight October 31, 2017.

RANBAR ELECTRICAL MATERIALS, INC.	IUE-CWA LOCAL. 88643, INDUSTRIAL DIVISION OF THE COMMUNICATION WORKERS OF AMERICA
BY:_____	BY:_____
_____	_____
_____	_____

ARTICLE 25

PERIOD OF AGREEMENT

A. This Agreement shall be in full force and effect from November 1, 2015 through October 31, 2017 and shall automatically be renewed on the same basis and conditions for successive one (1) year period thereafter until a new agreement has been consummated and signed, unless sixty (60) days prior to the expiration of this Agreement, or any extension thereof, the Employer or the Local Union with the sanction of the IUE-CWA LOCAL 88843, INDUSTRIAL DIVISION OF THE COMMUNICATION WORKERS OF AMERICA gives written notice to the other party of termination or modification of this Agreement.

B. Each party will sign sufficient copies of this Agreement, one to be kept by the Employer, one by the Union, and one to be posted in a conspicuous place in the plant, and shall be binding on the 1st day of November 2015 and expire at midnight October 31, 2017.

RANSAY ELECTRICAL MATERIALS, INC.

BY: _____

IUE-CWA LOCAL 88843, INDUSTRIAL DIVISION OF THE COMMUNICATION WORKERS OF AMERICA

BY: _____

Attachment A

RANBAR ELECTRICAL MATERIALS, INC. - SUBSTANCE ABUSE/DRUG-FREE WORKPLACE POLICY

ALL PERSONNEL

1.0 Purpose

1.1 The purpose of this policy is to reaffirm Ranbar's commitment to a workplace free of illegal drug use and alcohol abuse. Illegal drug use and alcohol abuse jeopardize the safety of other employees, lead to job accidents and absenteeism, and interfere with safe and efficient operations.

1.2 This policy is designed to deal with these problems effectively and fairly to all of Ranbar's personnel and will be interpreted and enforced in accordance with all applicable laws.

2.0 Work Rules

2.1 Employees shall not be on Ranbar's property or on Work Time or use or operate any Company equipment or perform any job duty under the influence of alcohol or after having used any Illegal Drug. "Work Time" means the time an employee is paid to work. It includes relief breaks, but does not include paid vacation days or holidays when employees are not expected to be working.

2.2 Employees shall not possess, manufacture, distribute, dispense, purchase or sell: any Illegal Drug; drug paraphernalia or alcohol while at or on Ranbar's property or Work Time.

2.3 Employees shall be subject to Screening Tests for Illegal Drugs and alcohol as provided in this Policy. Employees shall not fail or refuse to take a Screening Test or to cooperate fully in the Screening Test process when and as directed to do so in accordance with this Policy.

2.4 Everything and everyone at, in or on Ranbar's property, including but not limited to lockers, lunch boxes, toolboxes, desks, briefcases, purses, totes, and clothing is subject to being searched and inspected at anytime, provided that: no search of an employee's person or of a specific employee's possessions (as opposed to a search or inspection with respect to an entire department or operation) shall be done without suspicion that the employee has violated this policy. Employees shall not fail or refuse to permit such search or inspection.

2.5 Employees who are convicted of violating any Criminal Drug Law must report such conviction within five (5) days to Plant Manager and Union Steward. If the conviction is for a violation on Work Time or Ranbar property, the employee will be discharged.

2.6 Violation of any of these work rules shall be cause for discharge.

3.0 Screening Tests for Substance Abuse

3.1 Candidates for Employment.

Post-offer, pre-employment Screening Tests for Illegal Drugs and alcohol will be required. Candidates who refuse to take the test or to cooperate fully in the Screening Test process or who test positive shall not be eligible for employment, and any contingent offer of employment will be revoked.

3.2 Employees.

3.2.1. Testing for illegal Drugs

Ranbar has the right to require all employees to take Screening Tests for use of Illegal drugs only. These Screening Tests will be conducted as part of the annual physicals conducted by the company. The testing is mandatory. Employees shall not be required to take such screening tests more often than once per year, except as required by law or as provided in paragraphs 3.2.2, 3.2.3, and 5.1.

3.2.2. Suspicion Testing

a. The Plant Manager, supervisors and one (1) union representative will participate in awareness training for illegal drug use and alcohol abuse.

b.Any manager or supervisor who completes such drug and alcohol awareness training shall have the right to require that any employee suspected of violating this policy takes a Screening Test for Illegal Drugs and alcohol.

3.2.3. Post Accident Testing

Any employee involved in an accident resulting in time lost or significant bodily injury or property damage or a fatality will be required to take a Screening Test for Illegal Drugs and alcohol. Any employee involved in a "near miss" accident of that type may be required to take a Screening Test for Illegal Drugs and alcohol if a trained supervisor or manager suspects a violation of this policy.

4.0 Screening Tests

4.1 Facility. Ranbar will use a laboratory licensed or certified by the Substance Abuse and Mental Health Services Administration and the College of American Pathologists for all Screening Tests. A licensed medical doctor with training in substance abuse testing will act as Ranbar's Medical Review Officer ("MRO").

4.2 Type of Test

a. Illegal Drug Use

1. The screening test for illegal drugs will be performed on a urine specimen with a one step Instatest. Positive results will then be confirmed using tests such as immunoassay or Gas Chromatography/Mass Spectrometry or similar tests designed to detect the presence or absence of controlled substances in urine. Specimens will be collected in accordance with national standard protocols. The test panel, type, and cut-off limits will be determined by the MRO. The MRO will interpret all Screening Test results.

2. Confirmed Positive Test Results

If the one step Instatest is positive, the employee may be sent home by the supervisor. The employee will be paid for that day. The results will then be confirmed as described above. The MRO will attempt to contact any employee who has a confirmed positive test result. If the employee responds and the MRO is satisfied that there is a legitimate medical explanation for the confirmed positive test result, the test will be reported as negative. If the MRO is not satisfied that there is a legitimate medical explanation for the confirmed positive test result or if the employee fails to respond to the MRO within eight (8) working days, the test will be reported as positive. The employee will be paid for the time off only if the test result is negative.

b. Alcohol

1. The screening test for alcohol will be a breathalyzer test using the Breath Alcohol Testing Standard.

2. Confirmed Positive Test

Any presence of alcohol is considered to be a positive test result. The employee will be dismissed from work without pay.

5.0 Effect of Positive Screening Test Results for Employees

5.1 First Offense: An Employee whose Screening Test results are reported as positive for the first time shall be offered the opportunity to retain employment, subject to the following conditions. The employee must: (a) enroll in, fully participate in and successfully complete a qualified, supervised rehabilitation program; and (b) authorize the program to verify to Ranbar's MRO such enrollment, participation and successful completion of

the program, at the commencement of enrollment; and (c) present a statement from a qualified, licensed physician that the employee can perform his or her work duties without posing a real risk of significant harm to him/herself or others; and (d) take periodic unannounced Screening Tests for Illegal Drugs and alcohol and test negative for a period of six (6) months after successful completion of the rehabilitation program; and (e) acknowledge these conditions in writing. A failure to fulfill any of these conditions will result in discharge.

5.2 Second Offense. An employee whose test results are reported as positive a second time will be discharged.

6.0 Definitions

6.1 "Illegal Drug" means any drug or substance which is not legally obtainable or which is legally obtainable, but which the employee has not obtained or is not using legally.

6.2 "Possess" means to have in or on an employee's person, personal effects, locker, desks, files or other areas substantially entrusted to the employee's use or control.

6.3 "Screening Test" means a scientific tests, such as immunoassay or Gas Chromatography/Mass Spectrometry or similar test designed to detect the presence or absence of Controlled Substances in urine. For testing the presence of alcohol in the body screening test means a breathalyzer test to the Breath Alcohol Testing Standard (BAT).

SCHEDULE A - For employees with Recognized Service Dates Prior to August 1, 1995

November 1, 2015

Code	Job Title	Standard Rate 2015	Standard Rate 2016	
01	Utility	$19.38	$19.77	
02				
03	Kettle Operator Helper Shipper Helper	$19.72	$20.11	
04	Environmental Material Handler Maintenance Helper	$20.48	$20.89	
05				
06	Kettle Operator Shipper	$20.89	$21.31	
07	Maintenance Technician	$22.78	$23.24	

Bonus: $1,000 12/11/2015.
11/1/2015 2% increase
11/1/2016 2% increase

Schedule B
Employees with Recognized Service Dates
after July 31, 1995

November 1, 2015

Code	Job Title	New Hire	12 Months	12 Months	Standard
01	Utility	$12.86	$14.16	$15.44	$16.79
02					
03	Kettle Operator Helper Shipper Helper	$13.08	$14.40	$15.69	$17.05
04	Maintenance Helper Environmental Materials Handler	$13.56	$14.93	$16.31	$17.72
		New Hire		6 Months	Standard
06	Kettle Operator	$14.46		$16.25	$18.07
07	Maintenance Technician	$15.75		$17.73	$19.68

Schedule B rate sheet will stay the same for the length of contract.

Bonus: $1,000 12/11/2015.
11/1/2015 2% increase
11/1/2016 2% increase

PARTICIPATION AGREEMENT

PENSION PLAN

Agreement made and entered into this 1st day of November 2015, by and between **Ranbar Elec. Materials, Inc.** ER# 4840 (hereinafter referred to as the "Employer") and **Local No. 88643, IUE-CWA** affiliated with the Communication Workers of America, AFL-CIO CLC(hereinafter referred to as the "Union" and subject to the ratification of the Collective Bargaining Agreement by the Union Membership).

Section 1.

A. By an Agreement and Declaration of Trust made as of the 30th day of April, 1958, between the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers, AFL-CIO and various employers who are or may become parties thereto, a Trust Fund designated as the "IUE-CWA Pension Fund" (hereinafter referred to as the "Pension Fund") was established.

B. To provide retirement benefits from contributions to said Pension Fund, the Trustees established the IUE-CWA Pension Plan (hereinafter referred to as the "Pension Plan").

C. Such Pension Fund and Pension Plan is now in full force and effect and is in full and complete compliance with the Labor Management Relations Act of 1947, as amended; the Employee Retirement Income Security Act of 1974, as amended, and regulations promulgated thereunder; and qualified as an exempt trust pursuant to the applicable provisions of the United States Internal Revenue Code.

Section 2.

A. The Employer agrees to pay to the Pension Fund on behalf of each employee covered by this Agreement, for each hour for which said employee receives pay, to maintain participation in the Pension Fund at the Monthly Benefit Rate of $ 12.42:

(I) effective November 1, 2015 the sum of $ 0.78

(II) effective November 1, 2016 the sum of $ 0.84

(III) effective November 1, 2017 the sum of $ 0.90

B. The Employer agrees to pay to the Pension Fund on behalf of each employee covered by this Agreement, for each hour for which said employee receives pay, in addition to the required amount(s) in Section 2, Part "A" above which will increase the Monthly Benefit Rate for each applicable period of Continuous Credited Service at rate of $0.40 per each $.01 of hourly contribution above the required minimum contribution:

(I) effective_____ the sum of _____cents

(II) effective_____the sum of _____cents

(III) effective_____the sum of _____cents

C. Pay is hereby defined to include all hours of work, including hours for which wages are paid regardless of whether actual work is performed or not, including but not limited to holidays, vacations, paid sick leave and the like. The payments shall be made monthly and shall be due on or before the 10th day of the month following the calendar month in which the employee receives said hourly pay: however, with respect to newly hired employees, the Employer shall commence payment of the contributions to the Pension Fund at the conclusion of said employee's probationary period, as defined in the collective bargaining agreement, or 60 calendar days from said employee's date of hire, whichever is earlier, provided that the initial contribution is retroactive to said employee's date of hire. The Employer shall complete and file remittance reports prescribed by the Pension Fund and shall furnish the Union with a copy of each remittance report submitted to the Pension Fund.

D. It is understood that the aforesaid payments shall not be increased because of overtime pay differentials elsewhere provided in the collective bargaining agreement.

E. The payments shall be used by the Pension Fund to provide benefits for eligible employees in accordance with the Pension Plan as amended by the Trustees from time to time. The Board of Trustees may require a mandatory increase to the rate of contribution so that an Employer may remain a Contributing Employer to the Pension Fund and may further exclude such required contribution rate increases from benefit rate calculations under the Pension Plan. For purposes of determining benefits, each increase in the Monthly Benefit Rate attributable to contribution increases in excess of the mandatory minimum rate of benefit accrual, determined by the Trustees, shall apply only to Continuous Credited Service accumulated after the effective date of each such contribution increase. In the event the Board of Trustees reduces the rate of benefit accrual for participants attributable to contributions provided herein, the reduced rate of benefit accrual shall only apply to service after the date on which the Board of Trustees have determined that a reduction in benefit accrual is applicable to the Employees covered by this Agreement.

F. The Employer agrees to be become a party to said Agreement and Declaration of Trust establishing Trust establishing the said Pension Fund and agrees to be bound by all terms and provisions of said Agreement and Declaration of Trust and designates as its representative such Trustees as are named in said Agreement and Declaration of Trust as Employer Trustees, together with their successors selected in a manner provided in said Agreement. A copy of said Agreement and Declaration of Trust is to be annexed to the collective bargaining agreement upon execution thereof.

G. The Employer, on behalf of itself, and the Union, on behalf of the employees on whose behalf contributions are made to the Pension Fund, including Participants as defined in the Plan and their beneficiaries, hereby agree that the arbitration provisions contained in the Pension Plan shall be final and binding.

H. It is understood and agreed that the Pension Plan referred to herein shall at all times qualify for approval by the Internal Revenue Bureau of the U. S. Treasury Department so as to allow the Employer an income tax deduction for the contributions paid herein.

I. For the purpose of this Participation Agreement, all employees coming under the work classifications covered by this Agreement shall be considered covered by the collective bargaining

agreement as of their first day of employment with the Employer, regardless of such trial or other waiting periods as may apply to other sections of the bargaining agreement.

Section 3.

The parties agree that, except as provided by the Employee Retirement Income Security Act of 1974, as amended, and such other laws that may be enacted from time to time, and except as may be otherwise provided herein, the Employer's obligation to the Pension Fund shall be fulfilled at the time the Employer makes the contributions to said Pension Fund in the amount and in the manner provided herein and provided further that upon making said contributions as aforesaid the Employer shall be relieved and discharged from any further obligations to said Pension Fund. Notwithstanding the foregoing, the Pension Fund shall have the right to collect all costs, including but not limited to costs associated with litigation incurred in collecting delinquent Employer contributions. Such costs include, but are not limited to auditors' fees, interest, liquidated damages, costs, and attorneys' fees.

Notwithstanding any other agreement between the Employer and the Union, the Employer agrees that its obligations to the Pension Fund and the Pension Plan during the term of the agreement are set forth in this separate Participation Agreement and in the event of any conflict between this Participation Agreement and any other agreement between the Employer and the Union the terms of this Participation Agreement shall be controlling.

This Agreement shall remain in full force and effect up to and including Midnight October 31st, 2017.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first written above.

FOR THE EMPLOYER:	FOR THE UNION:
RANDAK ELEC. MATERIALS, INC.	LOCAL NO. 88643, IUE-CWA
By	By
By	By
By	By

RANBAR
ELECTRICAL MATERIALS INC.
408 Manor-Harrison City Road • Harrison City, PA 15636
724-864-8200 • Fax: 724-864-8232

HEALTH CARE COVERAGE SPOUSE INFORMATION

This form must be completed and signed by the covered employee and returned to Terry Villella before a spouse can be covered under the Ranbar Electrical Materials, Inc. Health Insurance Program.

Employee's Name:

Spouse's Name:

Is your spouse employed? ☐ Yes ☐ No

If your spouse is employed, please complete the following information:

Employer Name:

Employer Address:

Employer Phone:

Does your spouse have access to employer-sponsored health insurance for which his or her employer pays a portion of the premium cost? ☐ Yes ☐ No

Note IF YES, please provide proof of coverage. IF NO, please provide a letter from your employer on company letterhead stating there is no coverage available.

If you have answered yes to the above question, your spouse is not eligible for coverage under the Ranbar Electrical Materials, Inc. Health Insurance Program, effective November 1, 2015.

I understand that Ranbar Electrical Materials, Inc. reserves the right to suspend or terminate my group health coverage and/or the group health coverage of my spouse if upon verification of this insurance information, they find that the information is not correct. In addition, if any claims are incurred and paid during a time period that the spouse is covered for medical insurance but is ineligible because the spouse's employer offers health insurance, the claims are not eligible for payment and any inappropriate claim payments must be refunded.

If the status of your spouse's employment or eligibility for coverage under an employer's group health plan should change, you are required to notify Terry Villella and complete a new Health Coverage Information Spouse form within 31 days from the change of status. In that case, the insurance coverage will end on the last day of the month in which his or her employer offers the spouse health insurance.

Signature of Employee: _____ Date: _____

Employee – (Please print name): _____