

AGREEMENT

between

Electro-Space Fabricators, Inc.

and

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

Local 6996 Unit 22

April 20, 2016

ARTICLES OF AGREEMENT
ELECTRO-SPACE FABRICATORS, INC.

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ARTICLES OF AGREEMENT

This Agreement dated April 20, 2016, is entered into between Electro-Space Fabricators, Inc., 300 West High Street, Tipton, PA, hereinafter referred to as the "Employer" and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO ·CLC, on behalf of Local 6996 Unit 22 and the employees of Electro-Space Fabricators, Inc., who are members of Local 6996 Unit 22, hereinafter referred to as the "Union".

WITNESSETH: That the parties have agreed as follows:

ARTICLE I INTENT AND PURPOSE

Section 1. It is the intent and purpose of the parties hereto that this agreement shall promote industrial and economic relationships between the employees of the Employer, and the Employer, and to set forth herein the full agreement of the parties covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

Section 2. The term "Employee" as used in the agreement shall include full-time production and maintenance employees. Part-Time, temporary vacation and custodial employees shall not be included in the bargaining unit. This agreement is not intended and shall not be construed to extend to employees termed foremen, supervisors, inspectors, maintenance engineers, office and clerical employees, watchmen, guards, superintendents and assistant superintendents or over-the road truck drivers.

Section 3. After the effective date of this Agreement changes in title, or methods of pay or position included within the bargaining unit shall not be made for purposes of eliminating said positions from the bargaining unit. This provision shall not apply in cases of advancement or promotion to positions not included within the bargaining unit.

ARTICLE II RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative and agent of the Employer's production and maintenance employees, as defined in Article I, herein, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and conditions of employment.

Section 2. The Employer further agrees that present employees who are members of the bargaining unit as defined in Article I, and who have been employed by the Employer for at least sixty (60) days, shall as a condition of employment, be or become a member of the Union not later than fifteen (15) days following the execution of this Agreement between the parties hereto. All future employees employed within the bargaining unit shall be required to become members of the Union after their first sixty (60) days of employment and shall thereafter maintain their memberships in good standing.

Section 3. Dues Check-Off

After receiving a properly executed check-off authorization card, revocable in accordance with law, the Employer shall deduct from the wages of each bargaining unit employee dues in accordance with the International Constitution and remit to the International Secretary-Treasurer or his designee, to be transmitted in a manner and to the location so specified by the International Union.

Section 4 Indemnification

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

Section 5. Equal Employment Opportunity and Non-Discrimination

- A. There will be no discrimination in the hiring of employees as a result of race, creed, color or national origin, age, sex, or religion. This paragraph will not be the subject of any grievance.
- B. The Employer and the Union agree that in the application of this contract there will be no discrimination as a result of union activity.
- C. Wherever the word "he" is used in this Agreement, it is understood and agreed to include both male and female employees.

ARTICLE III PROBATIONARY EMPLOYEES

Section 1. The Employer shall have the right to hire employees from any source whatsoever. All new employees shall be on probation for sixty (60) days of actual work from date of employment. All rehired employees (who previously had seniority rights) shall be on probation for forty five (45) days of actual work from date of re-employment. During the probationary period, the Employer shall be the sole judge as to whether or not such employee is qualified to continue in its employ and the Employer may discharge such employee at its sole discretion, without recourse on the individual employee's part or that of the Union to the grievance and arbitration procedure.

ARTICLE IV HOURS OF WORK AND OVERTIME

Section 1. This Article is intended to define the regular hours and days of work and shall not be construed as a guarantee of hours of work per day, hours of work per week, or days of work per week. The company retains the right to reduce or change the number of days of work and or the hours per day/week at its' sole discretion. This includes alternating the actual days of work for employees when the days of work per week have been reduced.

A short week will be confined in the normal work week for the shift. (i.e. 1st, 2nd & 3rd shift to work Monday to Thursday or Tuesday to Friday). The Company will take into consideration seniority on scheduling alternating days, however, the company will make final determination on who works on which day. Missed hours on a short work week will count as time worked for the purpose of determining vacation eligibility. In event Company schedules six (6) consecutive short work weeks, Company will implement a layoff. Company agrees not to abuse this provision.

Section 2. The regular hours of work, days of work, meal and break periods, and shift differential, where applicable, for each respective shift is:

- A. **First Shift**
Hours of Work: 7 A.M. to 3:00 P.M.
Days of Work: Monday through Friday
Meal Period: 12 Noon to 12:20 P.M. (Paid)
Break Period: 10:15 A.M. to 10:25 A.M.
- B. **Second Shift**
Hours of Work: 3:00 P.M. to 11:00 P.M.
Days of Work: Monday through Friday
Meal Period: 8:00 P.M. to 8:20 P.M. (Paid)
Break Period: 5:45 P.M. to 5:55 P.M.
Shift Differential: Thirty-Five Cents (.35)
- C. **Third Shift**
Hours of Work: 11:00 P.M. to 7:00 A.M.
Days of Work: Sunday through Thursday
Meal Period: 4:00 A.M. to 4:20 A.M. (Paid)
Break Period: 2:00 A.M. to 2:10 A.M.
Shift Differential: Thirty-Five Cents (.35)
- D. **Fourth Shift**
Hours of Work: 11:00 A.M. to 11:00 P.M.
Days of Work: Saturday, Sunday; Monday (or other designated day)
Meal Period: 5:30 P.M. to 5:55 P.M. (Paid)
Break Periods: 2:30 P.M. to 2:40 P.M.
9:00 P.M. to 9:10 P.M.
Shift Differential: Thirty-Five Cents (.35)
- E. **Fifth Shift:**
Hours of Work: 11:00 P.M. to 11:00 A.M.
Days of Work: Friday, Saturday; Sunday (or other designated day)
Meal Period: 5:00 A.M. to 5:25 A.M. (Paid)
Break Periods: 2:30 A.M. to 2:40 A.M.
9:00 A.M. to 9:10 A.M.
Shift Differential: Thirty-Five Cents (.35)
- F. Respective Meal and Break Periods may be staggered in individual departments to promote orderly and efficient operations.
- G. Employee must work for 1 hour before and all the hours after the meal period, until the end of their scheduled shift, in order to receive pay for the meal period.
- H. When 2nd shift attains 20 bargaining unit employees, 1st shift hours will change to 7:00 a.m. to 3:00 p.m. and other shifts will be adjusted accordingly. (1st shift hrs as of 6/13/05 are 8:00-4:00 pm)

Section 3. Voluntary Overtime

- A. All weekend or holiday overtime will be on a voluntary basis. An "Overtime Roster" may be posted weekly on the shop bulletin board. Any employee who wishes to volunteer for overtime should sign the roster.

The Employer has the right to select employee(s) from the "Overtime Roster" to work overtime using the following procedure.

1. Select Employee(s) who are currently working in the same department and shift that the overtime will be worked.
2. Select other employee(s) at the discretion of the employer.

NOTE 1. An employee must volunteer for his department and shift (if scheduled), first, before being considered for any other overtime position.

NOTE 2. When less than a full department is required, the employer will select on the basis of position need. Seniority will be considered but will not be the overriding factor.

NOTE 3. Whenever possible, overtime will be assigned so that the same employees in a department will not receive a disproportionate share of the overtime hours available. (This shall not be construed as a requirement to equalize the overtime hours available among the employees in a department.)

- B. The Employer will confirm the overtime with the Employee. Employees scheduled to work overtime must report as scheduled. Failure to report will result in an unexcused absence for that day.
- C. Employees scheduled to work weekend or holiday overtime in a department other than their regular department shall receive the rate of pay for the job they perform.
- D. The overtime rate of pay of time and one-half an employee's regular straight time hourly rate shall be paid for:
1. Time worked in excess of eight (8) hours in any one day.
 2. Time worked in excess of forty (40) hours in any one week.
 3. Work performed on any holiday listed in Article VI. one and one half (1 1/2) times the regular straight time hourly rate plus holiday pay.
 4. There shall be no pyramiding of overtime hours.
 5. For the purpose of computing overtime in excess of forty (40) hours per week, paid for time in accordance with the vacation, holiday, jury service, and funeral leave provisions of this agreement, compensation received under Worker's Compensation and time away from work for Elected Union Officials during the employees regulary scheduled working hours, on approved Union business with written notice one (1) week in advance, shall be considered as time worked. The maximum time credited for such paid time and/or compensation shall be eight (8) hours per day.

Section 4. Report-In Pay

A minimum of four (4) hours work or four (4) hours pay shall be given to all employees reporting for work, if the Employer fails to make a reasonable attempt to notify such employees prior to reporting that there was no work available for them; except in cases where failure of the Employer to provide work is due to fire, equipment failure, power failure, flood or other acts of God, or any other circumstances beyond the control of the Employer.

Section 5. Change in Work Schedule

- A. Change in a Shift's regular hours of work (as defined in Section 2, herein) will be posted at least thirty (30) calendar days prior to any change taking place. Before a change in the regular hours of work is made the Employer will notify the Union.
- B. An individual employee's regular hours of work will not be changed except for the training of new hires or successful bidders. Such change as is made will remain in effect for only so long as said conditions warrant.
- C. An individual employee's regular hours of work may be changed to promote orderly and efficient operations if agreeable to the employee. The Employer will notify the union prior to the change.

ARTICLE V WAGES

Section 1. Rates of Pay

The hourly rates of pay established for the various job categories within specific departments are provided in Exhibit "A", Wage Rate Structure, which is attached to and made a part of this agreement. Said Wage Rate Structure is reflective of general increases in hourly rates of pay provided in accordance with the following schedule:

- A. Effective 4-20-16 - Thirty Cents (\$.30)
- B. Effective 3-27-17 - Twenty-five Cents (\$.25)
- C. Effective 3-26-18 - Twenty-five Cents (\$.25)
- D. Effective 3-25-19 - Thirty-five Cents (\$.35)

For employees hired after 3/30/05, the rate of pay will be:

- \$3.00 less than current wage in effect (for 1ST year of employment)
- \$2.50 less than current wage in effect (for 2ND year of employment)
- \$2.00 less than current wage in effect (for 3RD year of employment)
- \$1.50 less than current wage in effect (for 4TH year of employment)
- \$1.00 less than current wage in effect (for 5TH year of employment)
- \$0.50 less than current wage in effect (for 6TH year of employment)
- Wages per current wage in effect (for 7TH year of employment and thereafter)

Section 2. Cost-of-Living Adjustment

The Consumer Price Index, for Urban Wage Earners and Clerical Workers, U.S. City Average (hereinafter, CPI-W-US-CA) shall be the basis for determining adjustments, if any, in the hourly rates of pay provided in Exhibit "A."

- A. For the period, January 1, 2016 to December 31, 2016, the hourly rates of pay appearing in Exhibit "A" shall be adjusted according to the following:
1. Effective March 27, 2017, if, and only if, the year percent change of the CPI-W-US-CA for the period, Jan 1, 2016 to Dec 31, 2016 is greater than 6.9%, an additional ten cents (\$.10) shall be added to the hourly rates of pay specified in Exhibit "A", or,
 2. Effective March 27, 2017, if, and only if, the year percent change of the CPI-W-US-CA for the period, Jan 1, 2016 to Dec 31, 2016 is greater than 9.0% an additional fifteen cents (\$.15) shall be added to the hourly rates of pay specified in Exhibit "A".
- B. For the period, January 1, 2017 to December 31, 2017, the hourly rates of pay appearing in Exhibit "A" shall be adjusted according to the following:
1. Effective March 26, 2018, if, and only if, the year percent change of the CPI-W-US-CA for the period, Jan 1, 2017 to Dec 31, 2017 is greater than 6.9%, an additional ten cents (\$.10) shall be added to the hourly rates of pay specified in Exhibit "A", or,
 2. Effective March 26, 2018, if, and only if, the year percent change of the CPI-W-US-CA for the period, Jan 1, 2017 to Dec 31, 2017, is greater than 9.0%, an additional fifteen cents (\$.15) shall be added to the hourly rates of pay specified in Exhibit "A".
- C. For the period, January 1, 2018 to December 31, 2018, the hourly rates of pay appearing in Exhibit "A" shall be adjusted according to the following:
1. Effective March 25, 2019, if, and only if, the year percent change of the CPI-W-US-CA for the period, Jan 1, 2018 to Dec 31, 2018 is greater than 6.9%, an additional ten cents (\$.10) shall be added to the hourly rates of pay specified in Exhibit "A", or,
 2. Effective March 25, 2019, if, and only if, the year percent change of the CPI-W-US-CA for the period, Jan 1, 2018 to Dec 31, 2018, is greater than 9.0%, an additional fifteen cents (\$.15) shall be added to the hourly rates of pay specified in Exhibit "A".

ARTICLE VI HOLIDAYS

Section 1. Holidays recognized as coming under the scope of this Agreement shall be as follows:

New Years Day	Day after Thanksgiving
Good Friday	Christmas Day
Memorial Day	Floating Holiday...Day before or day after Christmas...Determined each year by mutual agreement.
Independence Day	
Labor Day	Day before New Years Day
Thanksgiving Day	Personal Holiday*

*Personal holiday shall be scheduled on a calendar year basis. An employee may use the personal holiday for a day they were unable to work (i.e. after the fact) as long as the day is not used in conjunction with a holiday. The personal holiday may be scheduled in conjunction with a holiday only with prior approval.

A newly hired employee must be hired prior to July 1 to be eligible for a personal holiday in that calendar year. The personal holiday may not be scheduled until he has successfully completed his probationary period.

Section 2. All full-time employees shall be paid for such holidays in the amount of eight (8) times the applicable straight time hourly rate of the job to which they are regularly assigned regardless of the day of the week on which the holiday falls, except that if any governmental bodies officially set a date for the holiday observances other than the traditionally observed date, such designated day shall be the paid holiday.

Section 3. For holiday eligibility, employee must:

- A. be a full-time employee, and
- B. must have completed probationary period provided under Article III of this Agreement, and
- C. not be receiving payment under workers compensation or sickness and accident for that holiday, and
- D. must have worked as scheduled the workday before and as scheduled the workday after the holiday (s) unless excused by the Employer for the following:
 1. Sickness or injury of the employee.
 2. Death in the family (See Funeral Leave).
 3. Jury Service
 4. Approved International Union business with written notice one (1) week in advance.

Note: Although employee is not "excused", employee will not lose holiday eligibility if employee provides a written doctor excuse which indicates that their absence from work was necessary to care for a sick dependent child (living in the household) under the age of 16, or absence was necessary to care for a spouse, parent or child who is hospitalized on the missed work day.

- E. It is understood and agreed that the Employer may require reasonable proof for excuse of any absences as outlined above including but not limited to a doctor's certificate.

Section 4. General

- A. When a holiday falls within an employee's vacation week, such holiday will either be rescheduled on the Friday preceding the vacation period or the Monday following the vacation period, at the option of the employee, subject to approval by the employer based upon department need.
- B. During pay periods in which a single holiday falls, 4th and 5th shift employees will be scheduled to work two 12 hour days and will also receive eight (8) hours of holiday pay.

These employees may on a voluntary basis also work an eight (8) hour shift (Hours 11:00am to 7:00pm for 4th shift, 11:00pm to 7:00am for 5th shift) on their overlap day. One week prior notification is required to work the voluntary day.

- C. During pay periods in which two holidays fall, 4th and 5th shift employees will be scheduled to work two 12 hour days and will also receive sixteen (16) hours of holiday pay.

ARTICLE VII VACATIONS

Section 1. Vacations will be determined on the basis of the employee's length of continuous service as of June 1st of the vacation benefit year. Vacation pay shall be based on an employee's current straight time hourly rate.

Section 2. Definitions

- A. The term "vacation benefit year" means the one year period beginning January 1st and ending the following December 31st during which an employee may be entitled to vacation and vacation pay.
- B. The term "vacation qualifying year" means the twelve (12) month period commencing June 1st of the preceding year and ending May 31st of the immediate vacation benefit year.

Section 3. Vacation Periods

Service	Vacation Grant
6 months up to but not including 1 year	3 days
1 year up to but not including 3 years	1 week
3 years up to but not including 8 years	2 weeks
8 years up to but not including 17 years	3 weeks
17 years up to but not including 25 years	4 weeks
25 years and up	5 weeks *

(* for employees hired after 3/30/09, the maximum amount of Vacation Grant in above schedule shall be no more than 4 weeks)

Section 4. Employees who voluntarily quit or are discharged for cause prior to receiving vacations for the current vacation benefit year shall not be entitled to and shall not receive vacation pay for the current benefit year.

Section 5. Except as is provided for in Section 10, paragraph "C" below, a period of temporary shutdown at the plant or temporary lay off of an employee either of which continues for a period of five (5) work days or more may be by mutual agreement declared a vacation period for those employees entitled to more than five (5) vacation days.

Section 6. An employee eligible for full vacation must perform actual work for 1600 hours (1440 hours for 4th and 5th shift employees) during the twelve (12) month period immediately preceding June 1st of the vacation benefit year. Less than 1600 hours (1440 hours for 4th and 5th shift employees) of work during this period will constitute eligibility for pro-rata vacation determined as follows: hours worked as they bear to 2000 hours (1800 hours for 4th and 5th shift employees).

NOTE: If an employee works various shifts during the vacation qualifying year, the 1600/1440 and 2000/1800 hour figures will be adjusted to reflect the time they spent on various shifts.

An employee who sustains an injury compensable under Workers' Compensation will have such time during which Workers' Compensation is received count as time worked for the purpose of determining vacation eligibility, but up to a maximum of 26 weeks or 1040 hours (936 hours for 4th and 5th shift employees) for each injury.

An employee who sustains an injury/sickness compensable under the sickness and accident benefit program will have such time away from work count as time worked for the purpose of determining vacation eligibility, but up to a maximum of thirty work days or 240 hours (eighteen days or 216 hours for 4th and 5th shift employees) per qualifying year.

Employees who are laid-off during a vacation qualifying year shall be credited with eight (8) hours (12 hours for 4th and 5th shift employees) for each day of layoff, up to a maximum of thirty (30) days (18 days for 4th and 5th shift employees) per qualifying year.

Section 7. An employee who retires during the vacation qualifying year, before earning full vacation benefits, shall receive pro-rata vacation pay for the time worked during the vacation qualifying year, and any money due for unused vacation earned during the previous qualifying year.

Section 8. The estate of an employee who dies during the vacation qualifying year, before earning full vacation benefits shall be paid the pro-rata vacation pay for the time worked by the deceased employee during the vacation qualifying year, and any money due the deceased employee for unused vacation earned during the previous qualifying year.

Section 9. Scheduling Vacations

- A. An eligible employee shall file a written request on a form provided by and in accordance with the procedure announced by the Employer. An employee requesting time off for the purpose of vacation must request such vacation no later than May 1st of the vacation benefit year.
- B. Employee must provide 24 hours prior notice when requesting a vacation day or days in conjunction with a holiday.

Section 10. General

- A. An employee shall be entitled to receive vacation pay on the pay day preceding the start of his vacation, provided the vacation period that is scheduled is for one (1) or more full weeks, and, provided application for vacation has been made by the employee and approved by the Employer not less than thirty (30) days in advance of the day the employee is scheduled to start vacation. Employees, who split their work week into one (1) or more, but less than five (5) vacation days, shall receive vacation pay on the regular pay day following the split work week.
- B. If illness or accident occurs during vacation time off, the vacation cannot be postponed.
- C. The Employer may, if he so desires, close all or a part of the plant for vacation period or periods (not more than two weeks per year) and require that all vacations be taken at those times. The Employer agrees to post a notice stating the complete schedule of vacation period(s). The vacation period(s) shall not commence before sixty (60) calendar days after such posting.
- D. Vacations will as far as is practicable, be granted at times most desired by employees. Employees with greater seniority shall have the preference in selection of vacation periods in their department. However, an employee requesting a full week of vacation will receive preference, irregardless of seniority, over an employee requesting partial vacation days or a personal holiday. The final right of allotment of vacation periods is exclusively reserved to the Employer based upon department need and in order to insure the orderly operation of the Employer's business.
- E. Vacation periods will not be accumulated from year to year.
- F. Vacation periods will be scheduled in units of one week and may only be subdivided in the following manner. Employees with:
1. More than one week of vacation entitlement may subdivide one (1) of these residual weeks into a maximum of:
 - a. Five individual periods (1st, 2nd, 3rd shifts)
 - b. Three individual periods (4th and 5th shifts)
The first vacation day to be paid at 14 hours,
The second and third days to be paid at 13 hours each,
(Total of 40 hours vacation).
 2. More than two weeks of vacation entitlement may subdivide two (2) of these residual weeks into a maximum of:
 - a. Seven individual periods (1st, 2nd, 3rd shifts)
 - b. Four individual periods (4th and 5th shifts).
The first and fourth vacation days to be paid at 14 hours,
The second, third, fifth and sixth days to be paid at 13 hours each, (Total of 80 hours vacation).
 3. More than three weeks of vacation entitlement may subdivide three (3) of these residual weeks into a maximum of:
 - a. Fifteen individual periods (1st, 2nd, 3rd shifts).
Seven of the fifteen vacation days (3 residual weeks) allowed to be split must be approved in advance with 24 hours notice.
 - b. Five individual periods (4th and 5th shifts).

4. For employees with more than one (1) week of vacation, employee may use two (2) individual periods to split two (2) days into four (4) ½ days. Must be approved in advance with 24 hours notice.
5. In the event an employee is sick, the employee may use a single day(s) of vacation provided that the employee has vacation splits available and that the employee has a valid doctor's excuse for the day(s) that they are sick, irregardless of the vacation taken that day in the employee's department. The doctor's excuse must be given to the company on the day the employee returns to work. If an employee fails to provide the doctor's excuse on the day of return, the vacation request will not be granted and will not be subject to the grievance procedure.

All other vacation rules and procedures apply and take precedence. Some examples include but are not limited to the following:

- Cannot be taken in conjunction with a holiday.
- ½ day vacation cannot be used.
- 2 hour call in provision applies.
- Cannot be used as a split with an advance notice.

6. Fourth and Fifth Shift Employees may schedule vacation periods in units of one week as follows.

	MON	TUE	WED	THU	FRI	SAT	SUN	TOTAL HRS INCL. O.T.
OPT. 1:	VAC					VAC	VAC	
	14					13	13	40
OPT. 2:								
WEEK A:	WORK					VAC	VAC	
	12					13	13	40
WEEK B:	VAC					WORK	WORK	
	14					12	12	42

NOTES:

1. Employee can schedule any number of weeks of vacation entitlement according to options 1 or 2.
2. Vacation pay shall be at the employees straight time hourly rate.
3. Option 1 vacation pay shall be paid in advance.
4. Option 2 vacation pay shall be paid in advance on Thursday of Week A.

- G. The Employer may schedule work during the vacation shutdown period. It shall be the sole discretion of the Employer to determine the types of jobs to be performed during the vacation shutdown period and the number of employees required to perform this work.

In scheduling employees to perform work during the vacation shutdown period, the Employer shall:

1. First assign those employees having no vacation entitlement, provided they are qualified to perform the available work.
2. Assign the remaining positions to those senior qualified employees who have volunteered to perform this work and who regularly perform the jobs available.

ARTICLE VIII SENIORITY

Section 1. Seniority as used herein is defined as the length of continuous service with the Employer. Length of continuous service is defined as the period beginning with the date on which an employee entered the full-time service of the Employer and during which the employee has had no break in service. Employees who enter the full-time service of the Employer on the same date shall have their seniority rights determined on the basis of their respective clock numbers.

Section 2. Loss of Seniority or Break in Service

A. Loss of seniority or a break in service will result from:

1. Voluntary quit.
2. Discharge for cause.
3. Failure to report within three (3) days of notice to return to work sent by certified mail to the employee's last address appearing on the employee's records.
4. Failure to return to work within the limits of a leave of absence or extension thereof.
5. Lay-offs in excess of twenty-four (24) months for employees with five (5) or more years of continuous service; twelve (12) months for employees with from two (2) to five (5) years of service; and six (6) months for all other employees.
6. Failure to report to work for three (3) consecutive working days.
7. Workers Compensation medical leaves of absence in excess of thirty-six (36) months for employees with five (5) or more years of service, or twelve (12) months for all other employees, unless by special arrangement such time is extended.
8. Non-Workers Compensation medical leaves of absence in excess of twenty-four (24) months for employees with five (5) or more years of service, or twelve (12) months for all other employees, unless by special arrangement such time is extended.

With respect to any Break in Service dates, an employee who returns to work for any reason, who does not complete eighty (80) hours of active, continuous, full time work will not have their break in service dates extended.

- B. Re-employment after any break listed in Section 2(A) shall be on the basis of a new employee.
- C. Employees who transfer from a bargaining unit job to a non-bargaining unit job shall not accrue seniority while performing non-bargaining unit work. Upon transfer back to the bargaining unit, such employees shall be credited with their accrued seniority prior to their transfer from the bargaining unit. Employees who transfer from the bargaining unit shall, by the sixtieth (60th) day from the date of transfer, determine whether to remain outside the bargaining unit or to return to the job they held prior to the transfer. Thereafter, employees who return to the bargaining unit shall be permitted to bump the junior man in the department last worked. However, employees who have transferred from the bargaining unit shall not be permitted to transfer back into the bargaining unit to avoid disciplinary sanctions imposed by the Employer.

Section 3. Seniority Lists

A seniority list showing employee's name, seniority date and home position (shift, department, job), shall be posted yearly in the first week of June. An employee will have ten (10) working days from the date of such posting within which to contest the correctness of the data. If no protest is made within the said ten (10) day period the seniority list will be conclusive for the succeeding twelve (12) months.

Section 4. Layoffs

- A. Should it become necessary to reduce the working force for any reason, temporary transfers notwithstanding, the company will post a layoff list indicating the number of positions (by shift, department, job classification) being reduced.

Only employees in the positions (shift, department, job classification) which are posted may volunteer to be laid off by completing a "Voluntary Layoff/Return Form" and forwarding it to their supervisor no later than 12:00 p.m. (noon) on the next work day after the layoff list is posted (4:00 p.m. for 3rd shift employees). If there are more volunteers than needed, seniority will prevail.

NOTES:

1. Volunteering for layoff may only occur when a layoff is posted. Only active full-time employees who are available for work may request voluntary layoff. No volunteering will occur as the result of bumping or return from layoff.
2. If an employee whose position is listed on the layoff list has no bumping rights, that employee is not considered to be volunteering for layoff.
3. Employees who volunteer for layoff will not lose any seniority rights except as noted in loss of seniority rules (Article VIII, Section 2, Paragraphs A,3 and 5)
4. Company reserves the right to deny a voluntary layoff to an employee. The company will consider this based upon the availability of other comparably qualified persons that remain in the plant to perform the job/work.

If there are insufficient volunteers, employees will be laid-off in reverse order of seniority by job classification in the respective departments and the respective shifts involved, provided the employees who remain have the ability to perform the available work.

For the purpose of this Section only, a group leader shall be the last employee laid-off or bumped from his department. Layoff of group leaders will be on a shift basis.

Employees to be laid-off will receive prior notice of layoff not later than the end of their regular work day before the layoff commences.

- B. In order to avoid layoff, an employee may exercise the option to bump into another department to perform a job held by a less senior employee subject to the following regulations:

1. In exercising the right to bump an employee must:
 - a. First bump into a job within the department in which he presently holds a job title and which is being performed by a less senior employee, or, bump into a job on which he previously held the job title (for at least sixty (60) days) and which is being performed by a less senior employee, or, if the employee has held the Utility classification for at least six (6) months, bump into any machine operators classification held by a less senior employee, except in the Heliarc department. If no such opportunity exists, then,
 - b. Bump into any machine operators classification held by a less senior employee, except in the Heliarc department.
 - c. To be retained on a bump, an employee must demonstrate the ability to adequately perform the job within five (5) working days from the bump.
- C. During the period of layoff, the Employer agrees not to hire new employees as long as former employees are on layoff, provided such laid off employees have the ability to perform the work available.
- D. Recall from layoff shall be performed as follows:
 1. Active Employees out of home position
 - a. Employer to identify job positions (shift, department, job code) being reinstated. Note: Only jobs which have been eliminated due to layoff for less than one year may be reinstated. Any job eliminated for a period of one year has been permanently eliminated and shall no longer exist. If the job position is subsequently needed after one year, the employer will fill the job position per Article VIII, Section 5 "New Jobs and Permanent Vacancies".
 - b. Create a list of all "active" employees out of their "home position". Determine if the most senior employee's "home position" is one of the job positions being reinstated. If so, employee must return to his "home position".
 - c. If an employee is transferred back to his "home position", the job he is vacating may be added to the list of job positions being reinstated.
 2. Laid Off Employees
 - a. Identify job positions now available after 1. above.
 - b. Create a list of all laid off employees. Return the most senior qualified employee. Use same rules as for bumping. If the employee's home position is available, he must return to that position.

Employees who are on voluntary layoff must return if their home position is reinstated. If there are two employees from the same position on voluntary layoff, then the most senior may elect to remain on voluntary layoff, and the less senior may elect to return. If the less senior employee does not return (Reference Article VIII, Section 2 Loss of Seniority), then the more senior employee must return.

3. Jobs Still Available After Steps 1 And 2
 - a. The Employer can fill the position per Article VIII, Section 5 "New Jobs and Permanent Vacancies" (i.e. Through promotion within a department that represents an upgrade in classification or through the job bid procedure).
4. Recall from layoff shall be by notice sent by certified mail to the employee's last address appearing on the Employer's records.

E. Home Position

1. The job position (shift, department, job code) held by an employee prior to bumping or layoff will be considered his "home position".
2. If an employee is out of his "home position" in excess of 12 months, the Employee's current position becomes his new "home position". If the Employee is on layoff status at the time 12 months has expired since he was in his "home position", he will no longer have a "home position".
3. If an employee successfully bids on a job, his new job position will be his "home position".
4. If an Employee is on layoff and does not have a "home position", the job he returns to from layoff will be his "home position".

- F. Employees who are on voluntary layoff may, provided their seniority allows, return to work after they have been on layoff for sixty (60) continuous calendar days. In order to be eligible to return, the employee must notify the company by completing a "Voluntary Layoff/Return Form" prior to their 55th continuous calendar day on layoff.

Upon completion of the form, the company will determine if the employee is eligible to return, and if so, to which positions. The employee's rights to return are:

1. Return to their home position if available or occupied by a less senior employee. If no such opportunities exist then,
2. To bump in accordance with the bumping procedures.

If the employee elects to return, the company will notify the employee as to their scheduled return date, which will be no later than five (5) working days of their 60th day on layoff.

If the employee is ineligible to return or elects not to return, he shall remain on layoff until recalled in accordance with the normal recall procedures.

Section 5. New Jobs and Permanent Vacancies

- A. All newly created or permanently vacated job classifications, with the exception of group leader classifications and promotions within a department that represent an upgrade in classification, which occur in the plant covered by this Agreement, shall be offered to present employees in the following manner:
1. A job shall be posted on the bulletin board, listing the job title, rate, shift and such description of duties as may be necessary to distinguish the job.
 2. The job shall remain posted for two (2) work days, after which the job will be considered closed. However, the job will remain posted a sufficient period of time to give employees on all shifts notice of job vacancies and an opportunity to bid on same.
 3. Any posted job, which is bid on by a qualified employee, but not awarded within six (6) months of the job bid closing date will be cancelled. The employer will notify the Union and senior qualified bidder of reason for cancellation.
 4. Any posted job, which has no qualified bidders, will be eligible to be filled by outside hire. Any such job not filled by outside hire within six (6) months of the job bid closing date will be cancelled, and must be reposted before hiring from the outside at a later date.

For purposes of clarification, group leader classifications can be filled by an employee from any department or shift.

- B. Newly created jobs and permanent vacancies, group leaders notwithstanding, will be awarded to the senior qualified employee on the basis of skill and ability to satisfactorily perform the work.
- C. An employee who is transferred as the result of a job bid will have four (4) working days within which he must decide to remain on the job or return to the job he previously held. During the twenty (20) working day period, which may be extended by another twenty (20) working day period by mutual agreement, the Employer will determine if such employee can successfully perform the job, or to return such employee to his previously held job. If the employee is returned to the job he previously held, the Employer may return any other Employees (who were transferred as a result of that particular job bid) back to the job they previously held.
- D. Before an employee will be transferred as the result of a successful job bid, he must, when required to maintain the efficient and orderly operations of the Employer, remain on his old job until a suitable replacement is found.

- E. If an employee bids on a job and is awarded the bid (successful bidder), and then either declines the bid, or accepts the bid but upon transfer decides to return to the job he previously held, such employee will be ineligible to bid for another job for a six (6) month period from the date of the job bid closing.

This paragraph will not apply if the company returns the successful bidder to the job he previously held (due to determination that employee is unable to successfully perform the job).

- F. An employee who bids on a job, and, who remains on the job after the completion of the time periods specified under paragraph "C" of this Section 5, is ineligible to bid for another job, other than a higher rated job or a job on a different shift, for a twelve (12) month period from the date of the job bid closing.

However, if an employee is the successful bidder on a job on another shift (which was not a higher rated job), the employee will not be eligible to bid on a subsequent job on a different shift (unless it is a higher rated job), for a twelve (12) month period from the date of the job bid closing.

- G. Jobs shall be rated in terms of hourly rates of pay and skill levels necessary to satisfactorily perform the respective jobs under consideration.

Section 6. Transfers

- A. When an employee is temporarily transferred to another department, such employee will receive his regular rate of pay. If the transfer lasts for two (2) or more consecutive full work days, and the employee is transferred to a higher rated job, the employee so transferred will receive such higher rate starting on the 2nd full work day until returned to his regular job.
- B. During periods of layoff, an employee who transfers under the bumping provisions of this Agreement shall receive no more than the maximum rate of the job to which he bumps.
- C. When an employee is temporarily transferred to another job, it may not last longer than fifteen (15) consecutive work days, except by mutual agreement between the Employer and the Union.
- D. Where a temporary transfer is made at the employee's own request, the employee shall receive his regular rate of pay for the first five (5) consecutive work days of the transfer, and thereafter, he will receive the rate of the job to which he is transferred and such transfer may not last longer than fifteen (15) work days, except by mutual agreement between the Employer and the Union.

ARTICLE IX LEAVES OF ABSENCE**Section 1. Leave of Absence for Personal Reasons**

- A. The Employer, at its sole discretion, may grant for personal reasons a leave of absence without pay and without loss of seniority to employees with more than twelve (12) months of continuous service. Leaves of absence will not be granted for periods in excess of thirty (30) consecutive calendar days, however, the leave time granted may be extended beyond the original thirty (30) day period provided the employee requesting such extension demonstrates good and sufficient reason for needing the additional time off. In exercising its sole discretion to grant or deny an employee's request for personal leave, the Employer will give consideration to the following criteria, which, even though in evidence, will not be determinative upon the Employer to grant the requested leave:
1. Absence of the employee will not interfere with the business and operational requirements of the Employer.
 2. Reasons for the leave are for good cause, justifiable, and denial of such leave would cause undue hardship on the employee. The employee may be required to verify. Leave time will not be used to extend time off in connection with a holiday or vacation period.
 3. A qualified replacement for the employee requesting leave is immediately available.
- B. An employee desiring leave must submit on forms provided by the Employer a written request for such leave at least two (2) weeks prior to the intended occurrence of the leave. The Employer will notify the employee if his request has been approved or denied.
- C. Giving false reason(s) for which leave time is requested and on the basis of which leave time has been granted will result in the immediate termination of the employee receiving such leave for falsified reasons.
- D. An employee who fails to return to work after the expiration of his leave time will be regarded as having voluntarily terminated his employment unless such employee can demonstrate to the satisfaction of the Employer that the failure to return to work was beyond the control of such employee.
- E. Leaves of absence when granted are granted without prejudice to, and will not be used to establish a precedent for future requests made by the same or other employees. Denial of leave of absence shall not be subject to the grievance procedure.
- F. During the period of an employee's leave of absence for personal reasons the Employer will not pay the premiums to provide such employee with the Employer paid insurances covered by this Agreement. The employee, if he so desires, may make the required contribution to keep his total insurance in force.

Section 2. Leave of Absence for Union Business

- A. Reasonable and appropriate leaves of absence without pay will be granted for all legitimate Union business. An employee who is elected or appointed to an office or position with the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC or the National AFL-CIO shall, upon written request of Local No. 6996 Unit 22 or the International Union, be granted a leave of absence not to exceed three (3) years. Also, an employee who is elected to a State or Federal Office shall, upon his written request, be granted a leave of absence not to exceed three (3) years. Such leave shall be without pay or any other employee benefits included in this Agreement. Upon his return from the leave, he shall be restored on the basis of his full seniority as though he had not left the employ of the Company. Additional leave is possible only if granted by the Company.
- B. Upon his return from leave, as described above, such employee shall be assigned to the department last worked prior to the leave, provided the jobs in the department last worked are then being performed by less senior employees. If no such assignment opportunity exists, the employee will be placed on layoff and shall be subject to the recall rights provided under Article VIII Seniority.

Section 3. Funeral Leave

- A. In the event of necessary absence of an employee due to death in the employee's immediate family, the employee will be compensated for time lost from his regularly scheduled hours of work for a period of up to three (3) consecutive days (ending with the day after the funeral). An employee's immediate family is defined as the employee's legal spouse, mother, father, son, daughter, brother, sister, legal guardian, step mother, step father, stepchild, legal spouse's mother and legal spouse's father.
- B. In the event of necessary absence of an employee due to death of the employee's grandparents, grandchildren, brother-in-law, sister-in-law, son-in-law or daughter-in-law, the employee will be granted an absence of one (1) day with pay for attendance at the funeral, provided, the funeral occurs on a day during which the employee is scheduled to work.
- C. Payment of funeral leave will be based on the maximum of eight (8) hours per day at the employee's regular straight time hourly rate.
- D. Payment for funeral leave will not be made until the employee furnishes satisfactory proof of death and relationship.
- E. Funeral allowance will be authorized only if the employee attends the funeral.
- F. Only full-time employees who have completed the probationary period provided under Article III of this Agreement are eligible for funeral leave allowance.

Section 4. Jury Service

An employee, who is called for jury service, shall be excused from work for the days on which he serves and shall receive for each such day of jury service, of which he would otherwise have worked, the difference of jury pay and regular hourly rate up to eight (8) hours per day, upon the Employer's receipt of copy of such jury pay received by the employee.

Section 5. Military Leave

- A. In the event an employee covered by this Agreement is drafted by or enlists in any branch of the armed services of the United States, he will be reinstated to his former job with full seniority rights upon honorable discharge from the armed services, provided that application for reinstatement is made within thirty (30) days, or as provided by Federal Law, from the date of honorable discharge.
- B. An employee covered by this Agreement who is a member of a reserve component of the United States Armed Forces (including the national guard) will be granted a military leave of absence to participate in required annual active duty training. Such employee seeking military leave shall notify the employer and supply a copy of his military orders to the Employer as far in advance as possible before his required training dates. Such employee shall be paid the difference between his military pay and allowances and his straight time regularly hourly earnings, up to a maximum of eighty (80) hours. Payment will be made upon the employee submitting to the Employer an official statement of his reserve duty time and income, and in no event shall payment be made more than once a year. In the event an employee, who is a member of a reserve component of the United States, is called to active duty in response to a civil disorder, natural disaster or other emergencies, such employee will be granted a military leave, without pay, for the duration of such active duty and be reinstated with full seniority upon release from active duty.

ARTICLE X GRIEVANCES AND DISCHARGE

Section 1.

Should a dispute arise between the Union or an employee and the Employer as to the meaning and application of any express term or provision of this agreement, there shall be no suspension of work on account of such dispute, but an effort shall be made to settle such dispute promptly by utilization of the grievance procedure provided in this article. For purposes of this section, work or working days are considered to be Monday through Friday excluding holidays. No grievance shall be considered unless it is processed in accordance with the procedures and time schedules herein set forth:

STEP ONE: An individual employee's complaint concerning the meaning and/or application of an express term or provision of this agreement does not become a grievance unless and until the employee, with or without shop steward, verbally discusses his alleged complaint with the shop foreman within six (6) working days of the date of occurrence of the incident that gave rise to the alleged complaint.

STEP TWO: If the matter is not satisfactorily adjusted under Step One above, it shall, not later than six (6) working days from the date of the occurrence of the incident that gave rise to the dispute, be reduced to writing and signed by the Chairman of the Grievance Committee of the Local Union and submitted to the Employer. Thereafter, but within ten (10) working days from receipt of the written grievance by the Employer, the grievance shall be taken up by the Plant Grievance Committee and the designated Employer Representative(s), whose decision shall be rendered within three (3) working days.

STEP THREE: If the matter still is not satisfactorily settled, the Union may, within five (5) working days, after receipt of Step Two answer from the Employer, request a meeting in which representatives of the International Union and representatives of the Employer shall participate, and such meeting shall be held within ten (10) working days after requested, or as otherwise mutually agreed. Such agreement shall not be unreasonably withheld. A decision must be rendered within five (5) working days of such third step meeting.

It is understood and agreed that when any decision is agreed upon in any of the above Steps Two and Three, it shall be reduced to writing and signed by Union representatives and Employer representatives participating in each step and shall be final and binding upon all the parties thereafter.

STEP FOUR: Any grievance not satisfactorily settled under the foregoing steps, may be submitted to arbitration by the Union or the Employer. The party seeking arbitration must so notify the other party of its intent to arbitrate in writing within five work days of the date the final answer is submitted under Step Three. Within five (5) working days after receipt of request for arbitration, the matter shall then be submitted to arbitration by the party seeking arbitration under the Voluntary Labor Arbitration Rules, then obtaining, of the American Arbitration Association.

Section 2. Rules

- A. The salary and expenses incident to the services of the arbitrator shall be shared jointly and equally by the parties.
- B. The arbitrator shall have jurisdiction and authority only to interpret, apply and determine compliance with the provisions contained in the Agreement or any written compliance with the provisions contained in this Agreement or any written amendments hereto.
- C. The arbitrator shall have no jurisdiction or authority to add to or subtract from or alter in any way the provisions of this Agreement or any written amendments hereto.
- D. The decision of an arbitrator on any matter which shall have been submitted in accordance with the provisions of this Agreement shall be final and binding upon the Employer and the Union.
- E. The time limitations in any Step may be waived or extended by agreement in writing between the parties in any specific case.
- F. The Grievance Committee which meets with the Employer shall consist of not more than three (3) members and the Union shall supply to the Employer, the names of members of the Committee designated by it and any alternates. The Employer shall, likewise, give to the Union the name or names of persons authorized by it to deal with the Union.

- G. The Employer shall permit access, at all reasonable time, to any department of the plant, by representatives of the Grievance Committee or the Union upon proper notice.
- H. Investigation of grievances or other Union activities shall not be conducted at times when it may interfere with production. Shop Stewards and Grievance Committee members shall arrange with their respective foremen when leaving their jobs to conduct their activities. Permission to leave their jobs shall not be unduly denied.
- I. Time spent by an employee or member of the Grievance Committee in investigating, or processing grievance cases, including grievance meetings, or other Union activities, shall not be paid for by the Employer except as noted below. In addition, the Employer shall not pay an employee for any time lost due to attendance at or in preparation for an arbitration hearing.

Any such time spent by an employee shall not be credited as time worked for the purpose of computing overtime.

Grievance meetings will normally be scheduled 30 minutes prior to the end of the 1st shift, unless company desires to hold earlier during the 1st shift. The company will only pay for attendance by the grievant and 2 grievance committee members. In the event a grievance meeting goes beyond the shift, the company shall only be responsible for payment until the end of the shift. If the grievance is a plant or department grievance, the grieved persons must appoint 1 representative to attend the meeting (along with the 2 grievance committee members). At the Union's discretion, an additional union representative may attend meetings, but will not be paid.

- J. In no case shall the Employer attempt to settle any grievance directly with the employee involved after it has been presented to the Union in writing. Prior to the grievance being submitted in writing, an employee may individually pursue resolution of his grievance without assistance or interference from the Union, however, in this instance the Union retains the right to be present at any hearings between the employee and the Employer.
- K. Where a grievance involves a group of employees or an entire department or a procedure violation, the matter may be introduced in writing in the second step as a local union grievance.

Section 3.

If the Employer discharges an employee for cause, such discharge may be subject of a Third-Step Grievance hearing within five (5) days from the date of the discharge upon request of the Union. At said Third-Step Grievance hearing, the Employer shall provide the Union with a written statement setting forth the reason for the discharge.

A grievance Committeeman or Shop Steward shall be present at the time that an employee is discharged. The Employer representative shall state to the committeeman or Steward the grounds for discharge at that time.

ARTICLE X-A NO STRIKE/NO LOCKOUT CLAUSE

- A. The Union agrees that neither it nor its members will instigate, encourage, sanction, cause or create, or take part in any strike slow-down, interruption of work, or other stoppage of work during the term of this Agreement, and the Employer agrees that it will not engage in any lockout of employees during the term of this Agreement.
- B. In the event of an unauthorized strike, work stoppage, or interruption or impeding of work on the part of any employee or employees during the term of this Agreement, the Union agrees that it will immediately (within twenty-four (24) hours after notification by the Employer) give written disavowal of responsibility for the strike and order the striking employee or employees to return to work immediately. Employees who are responsible for, or who engage in an unauthorized strike will be subject to disciplinary action up to and including discharge.

ARTICLE XI SAFETY AND HEALTH

Section 1. The Employer shall make reasonable provision as required by law for the Safety and Health of its employees at the plant during their hours of employment.

Section 2. The Employer shall supply the below listed protective devices and equipment necessary for safeguarding the employees against injury, or undue exposure to health hazards:

1. Hard Hats
2. Respirators
3. Hearing Protection
4. Safety Glasses (Prescription-Glass & Frames Only)
5. Non-prescription eye protection
6. Gloves
7. Chemical proof aprons
8. Back belts

The Union agrees that the employees will use all such protective devices and equipment as is required by the Employer.

Section 3. The Employer will establish and enforce safe working practices and the Union agrees that the employees will adhere to such practices.

Section 4. The Employer and the Union shall establish a Joint Safety Committee consisting of three (3) Employer representatives and three (3) representatives from the Union. The Joint Safety Committee shall conduct surveys of the plant proper, every other month, and make recommendations for the elimination of existing hazards. In addition, the Joint Safety Committee will periodically review injuries having occurred at the work place and make appropriate recommendations for the elimination of the causes of such injuries. Time spent at Safety Committee meetings will be paid for as time worked.

Section 5. Adequate facilities for the administration of first aid to injured employees shall be provided and maintained in a clean and sanitary condition at all times. First aid facilities and service shall be for the intended purposes of first aid only and shall not take the place of necessary, experienced care, or treatment by a physician.

Section 6. Employees exposed to working conditions that require periodic medical monitoring shall be examined in accordance with recognized medical practices as prescribed by a licensed medical doctor at the Employer's expense. Tetanus shots at prescribed intervals shall be furnished to the employees at the Employer's expense. At prescribed intervals, audiometric testing shall be performed on employees in the Wiedemann, Sanding and Injection Molding Departments and employees in the Plating Department shall be examined in accordance with the requirements established under OSHA.

Section 7. When an employee sustains an injury arising out of or in the course of his employment, and goes to a doctor or hospital and is then sent home or admitted to the hospital, the Employer will pay such employee for the work time lost for that day, not exceeding eight (8) hours of pay (12 hours for 4th and 5th shift employees). Note: This is for day of injury only.

ARTICLE XII BULLETIN BOARDS

The Employer shall supply a conveniently located bulletin board for the exclusive use of the Union for the posting of official union postings. All Union notices must be signed by a delegated Union member and a copy of such postings shall be given to the Employer's Personnel Manager prior to posting.

ARTICLE XIII MANAGEMENT RIGHTS

Section 1. Subject only to such limitations as may be specifically imposed by this Agreement, the entire management of the operations conducted by the Employer is vested exclusively in the Employer, including but not limited to, the location or relocation of plants and facilities, the expansion or contraction of operations and the discontinuance or partial discontinuance of any operation or facility.

Section 2. The management of the Employer's business and the direction of its employees, including, but not limited to, the right to hire, suspend or discharge for just cause; and to make and enforce rules of conduct, the right to relieve employees from duty because of lack of work or other reasons, to designate standards of services, utilize technology, establish schedules of work, the selection and direction of personnel, and other management rights except to the extent specifically limited by the terms of this Agreement are vested exclusively in and reserved to the Employer.

Section 3. The listing of specific rights in this Article is not intended to be nor should be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein whether or not such rights have been exercised by the Employer in the past.

ARTICLE XIV RETIREMENT SAVINGS

Effective 1/1/2017, the Employer will establish a SIMPLE IRA retirement savings plan, for the benefit of employees, subject to the IRS rules and regulations as may be amended from time to time. The Plan, employees and the employer must meet the requirements established by all applicable federal law.

Employees who meet all of the eligibility criteria under the IRS regulations including but not limited to having received at least \$5,000.00 in compensation during any two calendar years preceding the current calendar year and have received at least \$5,000.00 in compensation for current calendar year, shall receive 2% of their gross earnings contributed to their SIMPLE IRA retirement savings plan.

Employees also have the opportunity to make weekly contributions under the terms of the Plan as long as they have received at least \$5,000.00 in compensation during any two calendar years preceding the current calendar year and are expected to receive at least \$5,000.00 in compensation for current calendar year.

Employer will make non-elective contributions to the financial institution by the end of the month following the calendar quarter (i.e. 4/30, 7/31, 10/31 and 1/1) for employees who are eligible to be in the plan, and who have at least \$5,000 of compensation in the calendar year.

Contributions, eligibility, and all other terms and conditions shall be in accordance with plan provisions.

ARTICLE XV INSURANCES

Section 1. Medical, Drug and Dental Insurance

The Employer shall pay premiums (subject to Employee Contribution) during the life of this Agreement for benefits (medical, drug and dental) on behalf of eligible bargaining unit employees and their eligible dependents. Note: Dental benefits are for employees only (excluding dependents)

Spouses employed elsewhere who have medical coverage available from their employer, must enroll in their employer's plan, including medical, major medical and drug plans as primary coverage, irregardless of the spouse's employee contribution. Employee may enroll spouse in employer's plan as secondary coverage subject to employee contribution requirements.

After seeking input from the Union, the Employer will have the right at any time during the term of this agreement to change carriers or to provide other similar/equivalent coverage. The selection of the insurance carrier shall be at the sole discretion of the company.

Within the last three (3) months of an insurance plan year, the parties will meet to discuss plan benefit modifications in an effort to keep the Company and Employee cost as close to the current plan as possible.

Employee Contribution Schedule:
April 20, 2016 25%

Section 2. Life and Accidental Death & Dismemberment (AD&D) Insurance

The Employer shall pay premiums during the life of this Agreement to provide life insurance (subject to a maximum of \$30,000) and accidental death and dismemberment insurance on behalf of eligible bargaining unit employees in accordance with the plan of insurance presently in effect.

Section 3. Sickness and Accident Benefits.

- A. Effective March 30, 2015, eligible bargaining unit employees who are unable to work because of non-occupational accident or sickness occurring on or after March 30, 2015 shall receive 50% of their wages, subject to a maximum of \$360.00 per week.

Such benefit to begin on the eighth (8th) day of disability and will continue for a maximum benefit period of twenty-six (26) weeks. Such employee must be under the care of a duly qualified physician, subject to verification by the Employer's physician, if he is disabled because of injury or sickness, including maternity to the extent required by applicable law.

- B. With respect to this benefit, successive periods of disability separated by less than four (4) weeks, two (2) weeks for unrelated illnesses, of active work on full-time are considered as one period.
- C. Disabilities not covered are those resulting from injuries sustained while engaged in any occupation for remuneration or profit, or illegal activity such as DUI, drug abuse, etc or from injuries or diseases for which Worker's Compensation or similar benefits are payable. However, the company will pay Sickness and Accident for employees who are unable to work in order to attend Drug or Alcohol Rehabilitation Program (in/out patient) up to a maximum of four (4) weeks (160 hours). An employee who receives these benefits shall not be eligible for these benefits for a period of ten years from completion of the previous rehabilitation program.

Section 4. Extended Coverage for Laid-off Employees.

Employer shall continue to pay the premiums to provide coverage for laid-off employees, such that, coverage shall be extended two (2) months beyond the month in which an employee is laid-off, including voluntary layoff.

However, the following applies for voluntary layoffs:

A maximum of 2 months of extended benefits will be provided as follows.

- Person volunteering may receive up to 2 months.
- Person laid off as a result of volunteer returning will receive the balance remaining, if any, of the above maximum. (i.e. if volunteer receives 2 months, subsequent employee laid off receives 0 months.)

Section 5. Commencement of Benefits.

Coverage shall begin on the first (1st) day of the month following the completion of probationary period provided under Article III of this Agreement.

Coverage commences on the first (1st) day of the month following eighty (80) hours of actual, continuous, full time work for all employees who have lost their benefits for any reason.

Section 6. Continuation of Benefits.

With respect to any benefits, an employee who returns to work for any reason, who does not complete eighty (80) hours of active, continuous, full time work will not have their benefits extended.

ARTICLE XVI BARGAINING UNIT WORK

Section 1. Performance of Work by Non-Bargaining Unit Personnel.

- A. It is the intent and the purpose of the parties hereto that non-bargaining unit personnel shall not regularly perform work consistently performed by employees within the bargaining unit covered by this Agreement.
- B. Supervisors, inspectors, foremen and other non-bargaining unit personnel, other than Part-time, Temporary Vacation and Temporary Employees, in the usual course of their duties, shall not be permitted to do production work. They shall restrict their work to supervision and inspection only unless required by conditions to do such work in order to instruct an employee as to the method of working, to test a machine or materials, to set-up operations for production, to help out in production or equipment emergencies, to gather data for initiation of a new process, to work on prototypes or experimental work, or to take the place of absent employees until other production employees can be secured. However, such personnel will be permitted to perform production-type work on a limited basis provided they are not used to displace bargaining unit employees. In addition, effective 10/1/05, foremen may also help with production work when their normal duties have been completed. The Employer agrees to give the Union advance verbal notification when any other such personnel will perform production work that is of more than an incidental nature and that will last of some duration. The Employer agrees not to abuse the provisions provided herein.

Section 2. Part-Time, Temporary Vacation and Temporary Employees.

- A. The use of Part-Time employees shall be restricted as shown below. Moreover, part-time employees will not be used to displace bargaining unit employees.

# of Bargaining Unit Employees	Up to 49	50 - 59	60 - 69	70 - 100	100+
# of Part Timers	10	12	14	15	15% of Bargaining Unit Employees
Max # on 1 st shift	7	8	9	10	66% of Part Timers

Note of Understanding (Example):

If company has 51 full time employees and 12 part-timers and subsequently 2 full timers quit, retire, etc, company is not obligated to layoff or terminate 2 part timers and is not obligated to hire 2 additional full timers. If a part timer subsequently quits (and full timers still under 50), ESF would not rehire another part timer. Company will rehire only to the allowed limits based on full time bargaining unit employees at the time.

- B. When it becomes necessary to reduce the working forces by indefinite layoff, part-time employees will be the first employees laid-off.
- C. Temporary Vacation Employees may work from May 15 through September 15; and December 8 through January 22.
- D. Temporary Employees can be hired by mutual agreement of the company and local union executive board only after all other options in this agreement are utilized and satisfied by both parties.

However, temporary employees may be utilized, without the need for mutual agreement, in order to replace employees who are on S&A, Maternity, Workers Compensation, Leave of Absence, FMLA, Military Leave or Jury Duty.

Section 3. Work normally performed by employees in the Bargaining Unit shall not be done by others, either inside or outside the plant when there are employees within the plant available and competent to do such work. The Employer reserves the right to contract such work to be done by an outside source when the inauguration or continuation of such work in the plant becomes economically or practicably not feasible. Those employees previously assigned to such contracted out work will be assigned to other available work within the bargaining unit, if qualified.

ARTICLE XVII AGED & INCAPACITATED EMPLOYEES

The Company will comply with the current requirements of the Family Medical Leave Act and The Americans with Disabilities Act. Employees unable to perform their regular job due to a work related injury will be given preference for such light work as may be available and they are able to perform, except that the Union must agree if the action will cause the displacement of an existing employee. Such employees will be paid the established rate for the job which they perform.

ARTICLE XVIII TERM OF AGREEMENT

This Agreement shall become effective as of April 20, 2016, and shall remain in full force and effect through March 29, 2020 11:00 pm, and shall continue from year to year thereafter, unless sixty (60) days prior to the expiration date of its original term, or any succeeding yearly term, either party shall notify the other party in writing by certified mail of its intention to amend, change or terminate the same as of the expiration of the then current term. The signed certified mail receipt will be sole proof of compliance with this requirement.

In Witness Whereof, the parties have caused the Agreement to be executed, intending to be legally bound hereby, as of the date and year first above written.

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

Leo Gerard
International President

Stan Johnson
Stan Johnson, International Secretary-Treasurer

Tom Conway
International Vice President (Admin)

Fred Redmon
International Vice President (Human Affairs)

Robert McAuliffe
Director, District 10

Jack Costa
Staff Representative

Dale Schaeffer, Unit President

Joel Epting, Committee Member

Thomas Gallagher, Committee Member

Brian Klingaman, Committee Member

Warren Schaeffer, Committee Member

Electro-Space Fabricators, Inc.

William Straccia
President

Jeffrey Straccia
Executive Vice President

Peter Matt
Vice President - Operations

Fred Emery
Production Manager

WAGE STRUCTURE: EXHIBIT "A" EFFECTIVE 4/20/16 (SEE ARTICLE V, SECTION 1 FOR WAGE ADJUSTMENT IF HIRED AFTER 3/30/05)

DEPARTMENT	PROBATIONARY PD.		3	3	6	6	6	6	6	6	6
	START	END	MONTHS								
02 Shearing-Optishear											
0 Machine Operator	17.94	18.11									
3/27/17	18.19	18.36									
3/26/18	18.44	18.61									
3/25/19	18.79	18.96									
1 Mach Oper./SU Optishear		18.11	18.27	18.49							
3/27/17		18.36	18.52	18.74							
3/26/18		18.61	18.77	18.99							
3/25/19		18.96	19.12	19.34							
2 Mach Oper./SU Opti & Shear				18.49	18.71						
3/27/17				18.74	18.96						
3/26/18				18.99	19.21						
3/25/19				19.34	19.56						
04 Wiedemann											
0 Machine Operator	17.94	18.11									
3/27/17	18.19	18.36									
3/26/18	18.44	18.61									
3/25/19	18.79	18.96									
1 Machine Oper./Setup		18.11	18.27	18.49							
3/27/17		18.36	18.52	18.74							
3/26/18		18.61	18.77	18.99							
3/25/19		18.96	19.12	19.34							
05 Injection Molding											
0 Machine Operator	17.94	18.11									
3/27/17	18.19	18.36									
3/26/18	18.44	18.61									
3/25/19	18.79	18.96									
1 Machine Oper./Setup 1		18.11	18.27	18.49	18.71	18.99	19.21				
3/27/17		18.36	18.52	18.74	18.96	19.24	19.46				
3/26/18		18.61	18.77	18.99	19.21	19.49	19.71				
3/25/19		18.96	19.12	19.34	19.56	19.84	20.06				
2 Machine Oper./Setup 2							19.21	19.38	19.65	19.92	20.31
3/27/17							19.46	19.63	19.90	20.17	20.56
3/26/18							19.71	19.88	20.15	20.42	20.81
3/25/19							20.06	20.23	20.50	20.77	21.16

WAGE STRUCTURE: EXHIBIT 'A' EFFECTIVE 4/20/16 (SEE ARTICLE V, SECTION 1 FOR WAGE ADJUSTMENT IF HIRED AFTER 3/30/05)

DEPARTMENT	PROBATIONARY PD.		3 MONTHS	3 MONTHS	6 MONTHS						
	START	END									
07 Machining											
0 Machine Operator	17.94	18.11									
3/27/17	18.19	18.36									
3/26/18	18.44	18.61									
3/25/19	18.79	18.96									
1 Machine Oper./Setup 1		18.11	18.27	18.49	18.71						
3/27/17		18.36	18.52	18.74	18.96						
3/26/18		18.61	18.77	18.99	19.21						
3/25/19		18.96	19.12	19.34	19.56						
2 Machine Oper./Setup 2					18.71	18.99	19.21	19.38	19.65		
3/27/17					18.96	19.24	19.46	19.63	19.90		
3/26/18					19.21	19.49	19.71	19.88	20.15		
3/25/19					19.56	19.84	20.06	20.23	20.50		
3 Machine Oper./Setup 3									19.65	19.92	20.31
3/27/17									19.90	20.17	20.56
3/26/18									20.15	20.42	20.81
3/25/19									20.50	20.77	21.16
08 Sanding											
0 Machine Operator	17.94	18.11									
3/27/17	18.19	18.36									
3/26/18	18.44	18.61									
3/25/19	18.79	18.96									
1 Machine Oper./SU Regular		18.11	18.27	18.49							
3/27/17		18.36	18.52	18.74							
3/26/18		18.61	18.77	18.99							
3/25/19		18.96	19.12	19.34							

WAGE STRUCTURE: EXHIBIT "A" EFFECTIVE 4/20/16 (SEE ARTICLE V, SECTION 1 FOR WAGE ADJUSTMENT IF HIRED AFTER 3/30/05)

DEPARTMENT	PROBATIONARY PD.		3 MONTHS	3 MONTHS	6 MONTHS						
	START	END									
09 Bending											
0 Machine Operator	17.94	18.11	18.27	18.49							
3/27/17	18.19	18.36	18.52	18.74							
3/26/18	18.44	18.61	18.77	18.99							
3/25/19	18.79	18.96	19.12	19.34							
1 Machine Oper./Setup 1				18.49	18.71						
3/27/17				18.74	18.96						
3/26/18				18.99	19.21						
3/25/19				19.34	19.56						
2 Machine Oper./Setup 2					18.71	18.99	19.21				
3/27/17					18.96	19.24	19.46				
3/26/18					19.21	19.49	19.71				
3/25/19					19.56	19.84	20.06				
3 Machine Oper./Setup 3							19.21	19.38	19.65	19.92	20.31
3/27/17							19.46	19.63	19.90	20.17	20.56
3/26/18							19.71	19.88	20.15	20.42	20.81
3/25/19							20.06	20.23	20.50	20.77	21.16
10 Heliarc											
0 Heliarc Welder	18.49	18.65	18.99	19.38	19.65	19.92	20.31				
3/27/17	18.74	18.90	19.24	19.63	19.90	20.17	20.56				
3/26/18	18.99	19.15	19.49	19.88	20.15	20.42	20.81				
3/25/19	19.34	19.50	19.84	20.23	20.50	20.77	21.16				
11 Spotweld											
0 Machine Operator	17.94	18.11									
3/27/17	18.19	18.36									
3/26/18	18.44	18.61									
3/25/19	18.79	18.96									
1 Machine Oper./Setup 1		18.11	18.27	18.49	18.60						
3/27/17		18.36	18.52	18.74	18.85						
3/26/18		18.61	18.77	18.99	19.10						
3/25/19		18.96	19.12	19.34	19.45						
2 Machine Oper./Setup 2					18.60	18.71	18.99				
3/27/17					18.85	18.96	19.24				
3/26/18					19.10	19.21	19.49				
3/25/19					19.45	19.56	19.84				

WAGE STRUCTURE: EXHIBIT "A" EFFECTIVE 4/20/16 (SEE ARTICLE V, SECTION 1 FOR WAGE ADJUSTMENT IF HIRED AFTER 3/30/05)

DEPARTMENT	PROBATIONARY PD.		3 MONTHS	3 MONTHS	6 MONTHS					
	START	END								
13 Assembly										
0 Machine Operator	17.94	18.11								
3/27/17	18.19	18.36								
3/26/18	18.44	18.61								
3/25/19	18.79	18.96								
1 Machine Oper./Setup		18.11	18.27	18.49	18.60					
3/27/17		18.36	18.52	18.74	18.85					
3/26/18		18.61	18.77	18.99	19.10					
3/25/19		18.96	19.12	19.34	19.45					
14 Plating										
0 Machine Operator	17.94	18.11								
3/27/17	18.19	18.36								
3/26/18	18.44	18.61								
3/25/19	18.79	18.96								
1 Chemical Finisher		18.11	18.27	18.49						
3/27/17		18.36	18.52	18.74						
3/26/18		18.61	18.77	18.99						
3/25/19		18.96	19.12	19.34						
15 Painting										
0 Mach Oper./Paint Helper	17.94	18.11								
3/27/17	18.19	18.36								
3/26/18	18.44	18.61								
3/25/19	18.79	18.96								
1 Machine Oper./SU Painter		18.11	18.27	18.49	18.71	18.99				
3/27/17		18.36	18.52	18.74	18.96	19.24				
3/26/18		18.61	18.77	18.99	19.21	19.49				
3/25/19		18.96	19.12	19.34	19.56	19.84				

WAGE STRUCTURE: EXHIBIT "A" EFFECTIVE 4/20/16 (SEE ARTICLE V, SECTION 1 FOR WAGE ADJUSTMENT IF HIRED AFTER 3/30/05)

DEPARTMENT	PROBATIONARY PD.		3 MONTHS	3 MONTHS	6 MONTHS						
	START	END									
17 Stencil/Screening/Masking 0 Machine Operator 3/27/17 3/26/18 3/25/19 1 Machine Oper./SU Stencil 3/27/17 3/26/18 3/25/19 2 Mach Oper./SU Sten-Screen 3/27/17 3/26/18 3/25/19	17.94	18.11									
	18.19	18.36									
	18.44	18.61									
	18.79	18.96									
		18.11	18.27	18.49							
		18.36	18.52	18.74							
		18.61	18.77	18.99							
		18.96	19.12	19.34							
				18.49	18.71	18.99					
				18.74	18.96	19.24					
				18.99	19.21	19.49					
				19.34	19.56	19.84					
18 Utility 0 Utility Person 3/27/17 3/26/18 3/25/19	17.94	18.11	18.27								
	18.19	18.36	18.52								
	18.44	18.61	18.77								
	18.79	18.96	19.12								
20 Shipping 0 Helper 3/27/17 3/26/18 3/25/19 1 Shipper 3/27/17 3/26/18 3/25/19	17.94	18.11									
	18.19	18.36									
	18.44	18.61									
	18.79	18.96									
		18.11	18.27	18.49	18.60						
		18.36	18.52	18.74	18.85						
		18.61	18.77	18.99	19.10						
		18.96	19.12	19.34	19.45						

NOTES TO EXHIBIT "A" WAGE STRUCTURE

1. In all cases pay increases will be made effective with the beginning of the payroll period next following the completion of the time periods specified.
2. Machine Operator is defined as an employee who works under direct supervision, exercising a normal amount of skill, using tools prescribed, and performs minimal set-ups as required.
3. Machine Operator/Set-Up is defined as an employee who operates and sets-up machines under minimal supervision, exercising skills acquired through training, working from specifications and/or drawings, selecting tools required, and performs exacting set-ups as required within an assigned classification. Distinctions within a job classification "Set-up 1,2,3," are made on the basis of employer's need within a department and the employee's ability to satisfactorily perform the jobs within his department according to his ability and skill level.
4. New employees may be started at a rate above the minimum starting rate but within the wage rate classification depending on ability, skill level and prior experience.
5. An employee who bids to a job on which he is not fully qualified will receive the "Probationary Pd End" rate of pay, then follow the regular progression schedule as outlined. If, however, the employee previously held the job title (within 2 years), he will receive the rate of pay associated with the progression level he had previously attained in the job title, then follow the regular progression schedule as outlined.
6. The employer may assign group leaders in selective departments and those employees chosen will receive the rate established for the job they are performing and an additional amount according to the following schedule.
 - A. Employees chosen prior to April 1, 1984 shall retain the amount of group leader's compensation established.
 - B. Employees chosen after April 1, 1984 shall receive the following:
 1. Heliarc, Machining, Sanding, Shipping, Spotwelding - \$.40
 2. Assembly, Bending, Injection Molding, Painting - \$.50
 3. Silk Screening - \$. 25
 4. Wiedemann, Plating - \$.30
7. Injection Molding Machine Operator is defined as an employee who works under direct supervision, exercising a normal amount of skill using tools prescribed. Operates machine including filling hoppers, grinding runners and part removal. Performs in-process inspection, secondary operations and packaging at machine. Makes machine adjustments and performs minimal set-ups as required.
8. Injection Molding Machine Operator/Set-Up is defined as an employee who operates and sets-up machines under minimal supervision, exercising skills required through training, working from specifications and/or drawings, selecting tools required, and performs exacting set-ups as required within an assigned classification. Sets up mold, establishes molding parameters, makes preliminary check of first piece, adjusts and troubleshoots for proper dimensions. Makes mold repairs as required. Distinctions within a job classification, "Set-Up 1, 2" are made on the basis of employer's need within a department and the employee's ability to satisfactorily perform the jobs within his department according to his ability and skill level.