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**COLLECTIVE BARGAINING
AGREEMENT**

BY AND BETWEEN

A.S. AMERICA INC.,
EXCLUSIVELY WITH RESPECT TO THE
SALEM, OHIO PLANT

AND

**THE UNITED STEELWORKERS
AFL-CIO
LOCAL UNION #1538**

*OCTOBER 18, 2016
THROUGH
JANUARY 31, 2020*



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AGREEMENT REACHED BETWEEN
AMERICAN STANDARD BRANDS AND
THE UNITED STEELWORKERS
OCTOBER 17, 2016

AGREEMENT

This Agreement is made and entered into this 17th day of October 2016 at Salem, Ohio, by and between A S America, Inc. exclusively with respect to the Salem, Ohio Plant (hereinafter referred to as the "Company" or "Employer") and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Steelworkers or USW (hereinafter referred to as the "Union"). Except as otherwise expressly provided herein, the provisions of this Agreement shall be effective on October 18, 2016.

ARTICLE I

Purpose and Intent of the Parties

1.01 It is the objective of the parties that the obligation of the Company for successful prosecution of its business and the fulfillment of its responsibilities to the employees covered by this Agreement be carried on without interference arising from differences between the parties.

1.02 It is, therefore, the intent of the parties hereto to set forth herein their agreement with respect to rates of pay, hours of work and conditions of employment to be observed by the Company, the Union and the employees covered by this Agreement; to provide procedures for equitable adjustment of grievances; to prevent lockouts, interruptions of work, work stoppages, strikes or other interferences with the work of the Company during the life of this Agreement; and to promote harmonious relations between the Company, its employees and the Union.

ARTICLE II

Recognition

2.01 The Company hereby recognizes the Union as the sole and exclusive bargaining agency for all employees within the unit of representation which is as follows:

All hourly paid production and maintenance employees employed at

the Company's Salem, Ohio, Plant, excluding all clerical employees, professional employees, guards, and supervisory employees with authority to hire, promote, discharge or discipline employees or effectively recommend such action.

ARTICLE III

No Discrimination

3.01 The Company and the Union agree that no employee shall be discriminated against because of race, color, religion, national origin, age, sex, handicap, Vietnam Era, or any other military service, or the exercising of his rights as a member of the Union. It is the continued policy of the Company and the Union that all employees shall be provided a work place free from harassment and sexual harassment. The term "his" or "he" as used in this Agreement shall apply to both male and female employees.

ARTICLE IV

Management

4.01 The Company reserves and retains, solely and exclusively, all of its rights to manage the business as such rights existed prior to the execution of this Agreement with the Union except to the extent expressly abridges or modified by this Agreement or any supplementary agreement, that hereafter may be made. The Company's rights to manage its business shall include but not be limited to the direction of the workforce, the right to hire, promote or transfer, the right to suspend or discharge for cause, the right to relieve employees from duty because of lack of work or other legitimate reasons, the right to determine the extent to which the Plant shall operate, be shutdown or relocated, the products to be manufactured, the schedule of production and the methods, processes and means of manufacturing, to establish, determine, maintain and enforce standards of production and otherwise take such measures as Management may determine to be necessary for the orderly, efficient and profitable operation of the business.

4.02 The exercise or non-exercise of rights hereby retained by the Company shall not be deemed to waive any such right or the right to exercise them in some other way in the future.

ARTICLE V

Union Security

5.01 Any employee who was a member of the Union as of the date of this Agreement shall, as a condition of employment, maintain membership in the Union to the extent of paying the periodic membership dues uniformly required of all Union members.

5.02 During the term of this Agreement any employee who was a member of the Union as of the date of this Agreement shall, as a condition of employment, maintain membership in the Union to the extent of paying the periodic membership dues uniformly required of all Union members.

1. Each employee hired on or after the date of this agreement shall, as a condition of employment, beginning on the 30th day following the beginning of such employment or the effective date of this Agreement, whichever is the later, acquire and maintain membership in the Union to the extent of paying the initiation fee and the periodic membership dues uniformly required of all Union members.

The foregoing provisions shall be effective in accordance and consistent with applicable provisions of federal and state law.

5.03 During the term of this Agreement the Company will continue to check off monthly dues, assessments, and initiation fees, each as designed by the International Secretary Treasurer of the Union as membership dues in the Union on the basis of and for the term of individually signed voluntary check-off authorization cards heretofore or hereafter submitted to the Company. The Company shall promptly remit any and all amounts so deducted to the International Secretary Treasurer, at the address which he authorizes for this purpose.

2. The following general conditions will be applicable:

a. New Check-off authorization cards will be submitted to the Company through the Financial Secretary of the Local Union at intervals no more frequent than once each month. On or before the last day of each month the Union shall submit to the Company a summary list of cards transmitted in each month.

b. Deductions on the basis of authorization cards submitted to the Company shall commence with respect to dues for the month in which the Company receives such authorization card or in which such card becomes effective, whichever is later. Dues shall be deducted from each pay.

c. In cases of earnings insufficient to cover deduction or dues, the

dues shall be deducted from the next pay in which there are sufficient earnings, or a double deduction may be made from the second pay of the following month provided, however, that the accumulation of dues shall be limited to two months. The International Secretary Treasurer of the Union shall be provided with a list of those employed for whom double deduction has been made.

d. Unless the Company is otherwise notified, the only Union membership dues to be deducted for payment to the Union from the pay of the employee who has furnished an authorization shall be the monthly Union dues. The Company will deduct initiation fees when notified by notation on the list referred to in 2-a above, and assessments as designated by the International Treasurer.

e. The Management of the Company shall, promptly after the close of each month, submit to the Local Union a list showing the names of all members, and indicating for each such member whether dues were deducted in that month, and where they were not deducted, the reason therefore.

The provisions of this Sub-section B shall be effective in accordance and consistent with applicable provisions of federal law.

5.04 The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice or assignment furnished under any of such provisions.

5.05 The Company has open and available space at the time of this Agreement, and is permitting the Union to use some of the open and available space as an office.

ARTICLE VI

Contract Validity

6.01 If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the validity of the remainder of this Agreement shall not be affected thereby.

6.02 This Agreement is subject to all applicable Federal and State Laws and any regulations issued pursuant thereto.

ARTICLE VII

No Strike — No Lockout

7.01 The employees and the Union individually and collectively agree that during the term of this Agreement they will not cause, permit or take part in any strike, slowdown, sit-down, picketing cessation of work or any other action whatsoever interfering with the operation of the Employer.

7.02 In the event of any action or threatened action in violation of the foregoing, the Union agrees that all Union officers and stewards in the plant will immediately notify the employees involved that their action or threatened action is in violation of this Agreement and that they should immediately cease such action or threatened action. The Union will also notify the employees of their illegal action.

7.03 In the hearing of any grievance involving discipline for violation of this provision, the arbitrator will be limited to the question of whether or not the grievant participated in the violation and will have no jurisdiction to assess the propriety of the extent of the discipline imposed. If an arbitrator determines that the employee did not participate in or encourage violation of this provision, the employee will be reinstated by the arbitrator with no loss of pay.

7.04 It is agreed that during any work stoppage the equipment and property of the Employer shall be protected including an orderly shutdown.

7.05 It is agreed that the terms of this Agreement shall be binding upon the Employer, the Union, the Local Union, all Union and Local Union Officers, agents and members of the Local Union.

7.06 The Company shall not cause or engage in any lockout of its employees during the term of this Agreement.

ARTICLE VIII

Duties of Non-Bargaining Unit Employees

8.01 Except as the parties have or may agree, or in case of emergencies or for training or instruction purposes, Employees who are excluded from the coverage of this Agreement shall not perform any bargaining unit work.

ARTICLE IX

Plant Visitation

9.01 The International Union's Representative who services this Agreement shall be allowed access to the Plant upon reasonable request to investigate specific problems with which he is properly concerned in the administration of this Agreement. The Union Representative shall be accompanied by a Management and Local Union Representative during such visits. Should the specific problem which made such visit necessary require that the Local Committee be advised by an expert in that field from the International Union, he will be allowed access to observe the operation(s) on which the specific problem arose.

ARTICLE X

Adjustments of Grievances

10.01 The Company and the Union agree to the establishment of a Local Union Grievance Committee designated by the Local Union, to represent the various departments throughout the plant. Said Grievance Committee shall not be composed of more than one employee per department, in addition to the Local President and Vice-President. The Local Union agrees to notify the Company in writing of the names of such Committeemen as soon as possible after the signing of this Agreement. Any additions or changes in the personnel of such Committee will be filed with the Company immediately.

The department or area assignments of the Grievance Committee members will be subject to mutual agreement between the Company and Union. If the Company adds to or reduces the number of departments or modifies the departmental structure, the Company and the Union will mutually determine what changes in assignment of the Grievance Committeemen are necessary, including any additional or fewer numbers required. For a second or third shift where a Committeeman is not warranted, a Steward may be appointed from among the employees working on that shift.

One member of the Grievance Committee will be selected by the Local Union President as Grievance Committee Chairman and will not be in addition to the number of Grievance Committee members permitted. The Local Union President, at their option, shall be recognized as an ex-officio member of all the union committees in meetings with the company.

A regular meeting between the Grievance Committee including the Local Union President and Vice-President and representatives of Management may be scheduled once each month. Additional meetings may be called by either Management or the Grievance Committee as might be necessary. For such meetings, the Company and the Union shall, where possible, prepare an agenda two (2) working days prior to the meeting date.

It is agreed that the Company will determine the scheduling of such meeting and if the Company schedules a meeting to be held during working hours, members of the Grievance Committee who attend the meeting will be paid for work time actually lost to attend the meeting at their individual straight time hourly rates.

The Grievance Committee Chairman may call meetings of the Grievance Committee during working hours when necessary provided that prior permission to hold such meetings is obtained from the Company. Such permission will not be unreasonably denied. It is understood that such meetings will be kept to a minimum in frequency and length and that time spent attending such meetings will not be paid for by the Company.

10.02 In the event of any controversy concerning the meeting or application of any provision of this Agreement, there shall be no lockout, strike, work stoppage, slowdown, interruption or impeding of work or other act adversely affecting the operations of the Company on account of such controversy.

10.03 Grievances within the meeting of this Agreement shall consist only of disputes concerning the interpretation or application of the provisions of this Agreement. Legitimate complaints relating to wages, benefits, safety and health, and working conditions that clearly define the issue not expressly referred to in this Agreement shall be recognized by the Company as proper subject matter for the grievance procedure.

10.04 The members of the Grievance Committee will be afforded such time off without pay as may be required to visit departments other than his own at all reasonable times when his presence is requested by an employee who feels he has a bonifide grievance provided, however, he obtains permission from his department supervisor and notifies the supervisor of the area to be visited. Permission will not be unreasonably withheld. Except where, in the opinion of the Company, an emergency requires immediate consideration of a complaint or grievance; it is agreed that grievance meetings shall not be held during working hours.

10.05 Any grievance submitted in accordance with this Section 5 must be submitted within five (5) working days of the date of the occurrence

on which it is based, or when event is known or should have been known except as may be otherwise provided in this Agreement. Failure to present the grievance within such time limit shall bar that particular incident from consideration as grievance.

STEP 1: Any employee having a grievance involving the application and interpretation of any of the specific provisions of this Agreement shall discuss it with his immediate Supervisor, with or without his Union Representative being present, as the grievant may elect, in an attempt to settle the matter.

If the complaint is a proper matter for grievance, and is not disposed of satisfactorily to the grievant within (2) working days of such meeting and the grievant or the Union wishes to appeal, they shall commit his grievance to writing within two (2) working days of the original discussion. The grievance shall be dated and signed by the grievant and/or the Union. The grievance must be stated clearly and cite the provisions of the Agreement in dispute and the relief sought. His Supervisor will indicate his disposition of the grievance in writing within two (2) working days after the receipt of such written grievance.

STEP 2: The grievant and/or the Union may appeal the decision of his Supervisor to the Superintendent within three (3) working days. Such appeal, shall be in writing and properly signed by the aggrieved employee and/or the Union, and will be discussed within four (4) working days of the receipt of the appeal, in a meeting with the grievant, the Union Representative and the Superintendent or his authorized representative and the Human Resource Manager. The Union Representative may have other members of the Grievance Committee in such meeting if he so desires and the Superintendent may have the Foreman concerned with the grievance in such meeting. Within three (3) working days of such meeting, the Superintendent or his authorized representative will indicate his disposition of the grievance in writing. The Company and the Union agree to set a monthly schedule for second step grievances for the first Tuesday of each month. If the regular 2nd step meeting is cancelled, it will be re-scheduled within 5 days.

STEP 3: Within three (3) working days of the disposition of the grievance as made by the Superintendent or his authorized representative the Local Union may appeal the grievance in writing, to the Manager, Human Resources. Within seven (7) working days after the receipt of such appeal, the Manager, Human Resources, or his authorized representative will discuss the grievance with the International Union Representative, or his authorized representative, the Grievance Committee and the

grievant(s), if available, in a meeting in an effort to resolve the problems. Prior to the time the meeting is arranged with the International Union Representative, a copy of the grievance and answers will be sent to him for his information and handling by the Manager, Human Resources, or his designated representative. Within ten (10) working days of such meeting, the Manager, Human Resources or his authorized representative, will indicate his decision and disposition of the grievance in writing, including a brief explanation of the facts involved and direct such to the International Union Representative. The Company and the Union agree to set a monthly schedule in the back of the book for 3rd step meetings.

In the first three steps of the Grievance Procedure, any appeal to the next step must be so stated on the grievance form and shall be signed and dated.

STEP 4: If the disposition made by the Manager, Human Resources or his authorized representative, is not satisfactory, the matter may be submitted to arbitration, by the International Union Representative or his authorized representative as hereafter provided.

10.06 It is agreed that matters to be submitted to arbitration must genuinely involve the interpretation or application of a specific provision of this Agreement.

10.07 For matters to be submitted to arbitration, either the Company or the Union shall within ten (10) working days from the date of the disposition given in Step 4 above, request the United States Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. The Company and Union shall submit choices from the panel for agreement. If no agreement is reached, another panel shall be requested, and if, again, no agreement is reached a third shall be requested provided however, that if the parties fail to arrive at a selection after 3 panels have been submitted the arbitrator shall be appointed by the Federal Mediation and Conciliation Service.

Arbitrators selected for questions related to job classification and incentives must be Industrial Engineers technically qualified to serve with respect to such matters.

10.08 The scope of authority and powers of the arbitrator appointed in Section 10.07 above are subject to the following limitations:

- a. The arbitrator shall have no power to add to, subtract from, change, modify, or disregard any provisions of this Agreement but he is authorized only to interpret the specific provisions of this Agreement and to apply them to the specific facts of a grievance which is subject

to arbitration. He shall have no power to limit or impair any right that the Management Article reserves to the Company.

b. The arbitrator shall have no power to pass on any question regarding the established hourly job classes or standard hourly rates for such job classes. He may pass on questions regarding the reclassification of a job where work content has changed and the job has been reclassified or on the classification of a new job. He is restricted to determining the value of the evaluation factor or factors in dispute and the decision shall be effective as of the date when the new job classification or reclassification was installed by the Company.

The arbitrator's powers in determining questions under the incentive plan shall be limited to determining the accuracy of the application of sound and accepted work measurement techniques to the development of the production standard by the Company in accordance with the American Standard Inc. Time Study Manual. He must be an Industrial Engineer technically qualified to serve with respect to the matter in question and shall base any award in respect to a production standard upon an on-the-job study of the operation in question.

10.09 The written decision of the arbitrator shall be final and binding on the Union, the Company and employees. All fees and expenses of the arbitrator shall be shared equally by the Company and the Union.

10.10 An arbitrator's award may be retroactive as equities of the case might demand but, in no event, will any award be retroactive beyond the date on which the grievance was first presented in accordance with Section 10.05, Step 1, except as may be specifically provided by a provision of this Agreement or discharge and suspension cases which may be retroactive to the date of the occurrence.

10.11 Only a single grievance may be heard at one time by an arbitrator, unless otherwise mutually agreed.

10.12 Each party will bear their own expense connected with the arbitration procedure including pay due representatives and witnesses.

10.13 The following general rules are applicable to the operation of the grievance procedure:

a) Time limits herein established may be extended by mutual agreement in writing. If the time limits are not observed by either party, the grievance will automatically go to the next step of the grievance procedure.

b) Time spent handling grievances during working hours shall be paid for by the Company only with respect to grievance meetings called by the Company and held during working hours.

c) As the representative of the employees, the Union may process grievances through the grievance procedure, including arbitration, in accordance with this Agreement or adjust or settle same.

d) The Union will be notified of any impending disciplinary action.

e) In cases where previous infractions resulted in a written warning and/or the suspension of an employee and are used as a basis for more severe disciplinary action, only those actions occurring in the preceding twelve (12) month period will be used. All disciplinary action will be cancelled one (1) year from the date of issuance.

10.14 In the event an employee is suspended five (5) days subject to discharge, a meeting will be scheduled by the Manager, Human Resources, within five (5) days of such disciplinary action providing the employee requests such meeting. The meeting is to be attended by the Manager, Human Resources and other members of the Management he may also designate, the employee disciplined, the applicable Union Representative and any other members of the Union Committee as designated by the applicable Union Representative. Within three (3) working days of such meeting, the Manager, Human Resources, or his designated representative will indicate his decision in writing to the employee involved and the Local Union. If the Local Union is not satisfied with Management's decision, they may appeal to and in accordance with Step 3 of the Grievance Procedure as outlined herein. Any extensions to the 5-day time limits must be mutually agreed upon.

ARTICLE XI

Hours of Work

11.01 Scope

This Section defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week. This Section shall not be considered as any basis for the calculation or payment of overtime, which is covered solely by Article XII.

11.02 Normal Workday

The normal workday shall be 8 hours of work and, for continuous operations, 16 consecutive hours of rest in a 24 consecutive hour period.

For all non-continuous operations where rest periods are taken, a rest period of ten (10) minutes shall be provided commencing 2 1/2 hours following the scheduled starting time of the shift. In addition a thirty (30) minute lunch period without pay shall be provided commencing five (5) hours following the scheduled starting time of the shift, unless such

other thirty (30) minute lunch time is agreed to. An additional rest period of ten (10) minutes shall be provided when the employee is scheduled and works ten (10) or more hours.

For any operation where the Company has implemented a relief break system there shall be two fifteen (15) minute lunch periods without pay and one fifteen (15) minute lunch period with pay. Any operation that the Company places on a straight eight (8) hour schedule, the lunch period will be paid.

There shall be no suspension of operations earlier than ten (10) minutes before the end of the shift.

11.03 Normal Workweek

The normal workweek shall start on the first shift of Monday or whatever other starting day shift time has been established for the particular unit, department or plant.

The normal workweek shall be forty (40) hours of work, consisting of five (5) consecutive work days and two (2) consecutive rest days. However, on shift changes the 15 1/2 and/or 16 consecutive hour rest period within the workday need not be provided in addition to, but may be considered as part of the forty-eight (48) consecutive hour rest period. In the case of six (6) day work scheduled for the 15-1/2 and/or 16 consecutive hour rest period within the work day need not be provided in addition to the twenty-four (24) consecutive hour rest period.

11.04 Schedules

All employees shall be scheduled on the basis of the normal workweek except where:

1. Deviations from the schedules are necessary because of breakdowns or other matters beyond the control of Management.
2. Requirements of the business of the Company do not warrant such scheduling; or
3. Requirements of the business of the Company require 6 and/or 7 day work schedules. In such cases the employees in the particular unit, department or plant affected may be scheduled 6 and/or 7 days as determined by the Company.

The determination of starting times shall be made by the Company and Schedules may be changed by the Company from time to time to suit varying conditions of the business; provided, however, that indiscriminate changes shall not be made in such schedules and provided that changes deemed necessary by the Company shall be made known to the plant Grievance or Assistant Grievance Committeeman of the Union as far in advance of such changes as

possible.

11.05 Schedule Notification

Any changes in work schedules shall be posted and otherwise made known to employees absent with notice from work. Such posting and/or notification shall occur not later than Friday of the week preceding the calendar week in which the schedule becomes effective. Schedule changes occurring after Friday (above referred to) shall be explained to the Grievance or Assistant Grievance Committeeman and made known to the employees. No changes shall be made after Friday except for breakdowns, business requirements or other matters beyond the control of Management.

11.06 When the plant or any department works three shifts, the work week shall begin with the initiation of the third shift on Sunday and shall be considered the beginning of the work week, or Monday.

11.07 Absenteeism

In recognition of the difficulties imposed upon Management through failure of the employees to comply with working schedules, and employees reporting late for, or absenting themselves from work, without just cause, such employees may be subject to discipline as determined by Management. Employees shall, wherever practicable, give notice prior to the start of the shift they are scheduled to work. Such reporting off does not imply that the absenteeism, late reporting or failure to comply with the working schedule will be excused. Any formal disciplinary action taken by Management under this paragraph will be in accordance with the Attendance Policy agreed to by the Parties and attached hereto in Appendix D. The Parties agree and acknowledge that the Attendance Policy has been in force prior to the effective date of this Agreement.

ARTICLE XII

Overtime

12.01 This section specifies the conditions under which overtime premium is paid and shall not be construed as a guarantee for hours of work per day or per week.

12.02 a. Overtime at the rate of one and one-half (1 1/2) times the regular rate of pay shall be paid for:

1. Hours worked in excess of eight (8) hours in a normal work day.
2. Hours worked in excess of forty (40) hours in a normal work week.
3. Hours worked on Saturday.

b. Overtime at a rate of two (2) times the regular rate of pay shall be paid for:

1. Hours worked on Sunday.

c. On three shift operations scheduled to start as provided in Article XI, the Sunday overtime premium is not applicable for the period worked on Sunday.

d. Employees working a continuous operations work schedule shall be compensated at a rate of one and one-half (1 ½) times the regular rate of pay for designated sixth (6th) day and two (2) times the regular rate of pay for designated seventh (7th) day worked.

e. Temporary shift changes resulting in hours worked in excess of eight (8) hours in the twenty-four (24) hour period from an employee's starting time in which the change occurs, shall be paid for at premium rate.

12.03 Nothing contained in this Article shall be construed to require or permit the pyramiding of premium and/or overtime rates and to the extent that hours are compensated for at overtime or premium rates under one provision, they shall not be counted as hours worked in determining overtime or premium pay under the same or any other provision.

12.04 Daily overtime shall be worked by those regularly assigned to the jobs scheduled to work, regardless of seniority provided those assigned to the jobs scheduled to work are notified of such daily overtime the day preceding the day by 10:00 am in which the overtime is to be worked. If an employee as assigned above is notified daily overtime is necessary on his assigned job the same day that such overtime is to be worked, he may refuse such overtime except in the event that no other qualified employees are available to work overtime on the job in question. If, in the event, other qualified employees are available, the junior qualified employee shall be required to work the overtime and shall be subject to disciplinary action if he so refuses.

However, an employee temporarily assigned to a job in another department as outlined in Paragraph 16.09, Temporary Transfer, of this Agreement shall be required to work the scheduled hours of that department. Exceptions may be made in those cases where an employee has a previous legitimate commitment as determined by Management that precludes his working the scheduled overtime hours.

12.05 If Saturday, Sunday or holiday overtime is scheduled, employees required for such work will be assigned by seniority by shift within the department, provided they are qualified to perform the work satisfactorily. If the full department is not scheduled on Saturday, Sunday, or a holiday, senior employees will have the option for such work and will be assigned

by seniority and by shift within the department provided there are qualified employees available to perform the work satisfactorily.

12.06 If the Company establishes a new process or products on a continuous operations basis (continuous operations as defined as any job regularly scheduled to operate seven days a week) employees will be paid straight time for the first five (5) eight hour days and time and one half for the sixth day worked in their work week and double time the seventh day worked in their work week. All hours worked on a scheduled holiday will be paid at double time plus holiday pay. In order to fully utilize the plant's assets, should the company decide to place any other operation on a continuous operation, they must first meet with the Local Union leadership. Employees on continuous operations will be assigned shifts on the basis of seniority.

12.07 Time lost for the following reasons shall be considered as time worked in computing overtime.

1. Time lost because of occupational injury.
2. Time lost because of an approved vacation, jury duty, or funeral leave.

When any one of the holidays designated in this Agreement occurs in the period Monday thru Friday, inclusive, it will be counted as a day worked for the purpose of computing overtime for work performed whether or not work is actually performed on that holiday.

12.08 Saturday and/or Sunday overtime, not otherwise scheduled in accordance with Article XI, Hours of Work, will be posted no later than the end of the day shift on Wednesday preceding the Saturday and/or Sunday in which the schedule becomes effective. The posted schedule will remain in effect unless a change beyond the control of Management is necessitated such as a breakdown or due to business requirements. The Union will be notified when such a change occurs.

ARTICLE XIII

Reporting Allowance

13.01 Any employee who reports for work at his regular starting time and who has not been notified by the Company not to report shall receive not less than four (4) hours pay based upon the rate for the job he was scheduled to perform; (on jobs normally assigned on a daily basis, the rate of the job to which assigned will apply) provided, however, that if no work is available on the job scheduled for him, he must work at such tasks he is qualified to perform as may be temporarily assigned to him by

his foreman, to be entitled to such pay under this section.

13.02 The provisions of this section shall not apply in the event that:

- a. An Act of God or other conditions beyond the control of Management interfere with the work being provided, or
- b. An employee is not put to work or is laid off after having been put to work either at his own request or due to his own fault, or
- c. An employee refuses to accept an assignment or reassignment within the first four (4) hours as outlined in this section.

13.03 Any employee who worked on a regular workday at his regular work is deemed to be instructed to report to work on the next succeeding regular workday unless he has been notified not to report, either personally or by notice posted on the bulletin board before the end of the day, or unless an attempt to notify him by telephone or other reasonable means has been made at least two (2) hours before the start of his shift.

13.04 Allowed time under the foregoing provisions of this section shall be included in the hours of work during the workday or the payroll week for the purpose of calculating overtime or around the clock continuous operations.

ARTICLE XIV

Call Back Pay

14.01 When an employee is recalled to work after having completed his regular shift and having left the plant, he shall receive four (4) hours work or four (4) hours of pay at his applicable rate. The provisions of this Article shall not apply; however, when an employee is scheduled to report earlier than his normal starting time and continues to work in to his normal shift.

ARTICLE XV

Holidays

15.01 The following shall be designated as Holidays for the purpose of this Agreement:

New Year's Day	Thanksgiving
Good Friday	Day After Thanksgiving
Memorial Day	Day Before Christmas Day
Independence Day (July 4th)	Christmas Day
Labor Day	Day Before New Year's Day

15.02 Each employee shall receive holiday pay for each of the above-listed holidays. However, such pay will not be granted if an employee:

- a) Fails to work scheduled shift on the scheduled work days before and after the holiday.
- b) Has been laid off, except for lay offs due to unforeseen mechanical difficulties or curtailments of two weeks or less in duration.
- c) Fails to work if scheduled or required to work on a holiday.
- d) Has less than thirty (30) calendar days of service with the Company.**

15.03 Holiday pay for an employee shall be paid at eight (8) hours at his straight time hourly rate during the week in which the holiday was observed.

15.04 Work performed on any of the above-listed holidays will be paid for at double time plus holiday pay.

15.05 Any of the above-listed holidays falling on Saturday or Sunday shall be treated for all purposes under this Agreement as falling on the Friday or Monday and shall for such purpose be observed on that Friday or Monday.

ARTICLE XVI

Seniority

16.01 Definition

Seniority is defined as the length of an employee's continuous service with the Company from the date the employee began to work after last being hired. Seniority in the department shall be equivalent to their plantwide seniority after working in the department for fifteen (15) days. Seniority can only be accumulated in any one department at any one time except for the period before he becomes a permanent in the new department. Application of seniority will be in accordance with the terms and conditions set forth in the agreement between the parties.

Departments for the purpose of seniority accrual are specifically defined as follows and the jobs covered by such departments are listed in Appendix A.

Americast	Smallware/Lavy Process
Shipping/Receiving	Acrylics
Tubs Press/Assembly	Service
Tubs Enamel	

When the Company deletes a department, the affected employees shall exercise their rights under the Indefinite Layoff clause 16.07; however, the employee's seniority date shall become the departmental

seniority date in the new department.

When the Company adds or deletes departments or makes changes in the composition of a department if the seniority of employees is affected in some way which cannot be handled under existing seniority language, the Company and the Union will resolve such seniority problem in a way that is equitable to the employees involved and efficient operations.

16.01 (a) Should there be a consolidation of any job occupation, the Company will utilize the CWS classification system as described on page 39 and an appropriate wage will be assigned. Any employee who is presently enrolled in an apprenticeship program whose occupation is being consolidated will be trained in the new job consolidation. Once they have completed their training, their plantwide seniority will apply.

16.02 Shift Assignment for Training

It is understood and agreed that the Company may, if necessary, assign an employee who is newly assigned to a Department and will require closer supervision and training, to a particular shift as necessary to achieve same for a period up to thirty (30) calendar days. Craft, **semi-skilled**, and maintenance employees may be assigned an additional sixty (60) calendar days in thirty (30) day intervals. After such period, the employee will be subject to shift preference displacement by more senior employees within the Department.

Production employees designated as a trainer will receive an additional twenty cents (\$.20) per hour added to the employee's rate of pay (Article XXIX) for the period of the training.

16.03 Probationary Period

A. New employees and those hired after a break in seniority will be regarded as probationary employees for their first six calendar months of work and will receive no seniority credit during such period. Probationary employees may be laid off or discharged as exclusively determined by the Company provided that this provision will not be used for purposes of discrimination because of membership in the Union. Such layoff or discharge cannot be made the subject of a grievance either by the employee or the Union. Probationary employees continuing in the service of the Company subsequent to their first six (6) calendar months from date of hire shall receive full seniority credit from the date of hire or rehire as the case may be.

16.04 Termination of Seniority

The following acts or conditions shall govern the termination of seniority:

a) Discharge for any justifiable cause unless reinstated through the

grievance procedure.

b) Voluntarily leaving the service of the Company.

c) Overstaying leave of absence without permission of the Company unless his inability to return is supported by substantiated facts acceptable to the Company.

d) Failure to report for work within five (5) working days, as scheduled, when recalled from layoff providing the employee and the Union have been notified in writing, (the employee by certified mail to the last known address) unless his inability to return is supported by substantiated facts acceptable to the Company. Employee(s) failure to maintain proper home address information resulting in Returned/ Unaccepted certified mail will result in termination of employment and seniority.

e) Continuous layoff for a period of more than two (2) years for those employees who were laid off after October 1, 2011.

f) If an employee fails to report to work for three (3) consecutive working days without notification to the Company unless his inability to return to work is supported by substantiated facts acceptable to the Company.

To protect his seniority, it is required of an employee who has been laid off or on leave of absence to keep the Company informed of his proper home address either by certified mail or in person in either case they shall request and receive a dated and signed receipt from the Human Resource Department.

16.05 Filling of Vacancies

When a vacancy occurs, which the Company decides to fill, or a new job is created within the bargaining unit, a bulletin announcing that vacancy and setting forth the rate of pay, department, shift and general requirements of that job will be posted on a centrally located bulletin board for a period of 48 hours, excluding Saturdays, Sundays, and holidays. Employees who are interested in such a job must sign the bid request within the provided period of time. In the awarding of a bid to an employee, plant seniority shall be the determining factor, providing the employee has the necessary skill, ability, and qualifications to perform the work in a satisfactory manner. Any claim of personal prejudice or discrimination in connection with promotions or transfers may be taken up as a grievance.

When an employee is transferred or promoted under this procedure, he will receive the rate of the new job. He will not be considered permanently transferred until after the first fifteen (15) days on the new job. If he is

removed from the new job within the first fifteen (15) days because he is unable to perform it satisfactorily by the Company's decision, he shall be returned to his former job. The fifteen (15) day period may be extended by mutual agreement between the Company and the Union. If he is removed from the new job by his own request within the first three (3) days, he shall return to his former job.

The Company will work off of the same bid sheet for thirty (30) calendar days after the bid is taken down at the completion of the 48 hour bid posting period, however the thirty (30) calendar day restriction does not apply to the most senior qualified bidder.

Employees who successfully bid to another department will be credited with their plantwide seniority after working in the department for 15 days.

Employees are eligible for a maximum of (2) two successful bids during a calendar year. A successful bid is defined as an employee bidding, accepting and moved to bid for trial.

Employees with more than six (6) occurrences are not allowed to sign or try to bid.

16.06 Temporary Layoffs

Temporary layoffs due to unforeseen circumstances, not to exceed the remainder of a day and one additional working day may be made by the Company irrespective of any provision of this Agreement. In such cases, the Company will in lieu of layoff, whenever possible, reassign affected employees to other jobs during this period.

16.07 Indefinite Layoffs

In all other cases of force reduction, the following shall apply (Note: This section shall not apply to plant shutdowns and curtailments):

1. The Company will designate the classifications/ job(s) within the department to be eliminated or reduced.

a) Employees with the least plantwide seniority in the classification(s) affected shall be removed provided the remaining employees can do the work.

b) Affected employees remaining in the department after the reduction shall exercise their seniority by bumping a less senior employee in their department who is the least senior employee in any classification, on the shift of their choice. Affected employees whose seniority does not permit them to bump a less senior employee in their department, shall exercise their seniority to fill the positions vacated by the least plantwide senior employees. The senior employees will be given a reasonable training period to perform the job in which his seniority entitled him to.

c) Employees who are displaced from the department shall be entitled to exercise their plantwide seniority and displace the least senior employees on the shift of their choice, within two (2) weeks, providing they can perform the work on such jobs. Such employees shall be paid the rate of the job to which they have been transferred and shall be given a reasonable time to produce an acceptable level of production on the new job. If there is no employee with less seniority in the plant, he shall be laid off.

16.08 Recall from Layoff

When employees are recalled from layoff, they shall be recalled in order of seniority provided they have the ability and qualifications to perform the work. Prior to any recall of laid off employee(s), the opening will be bid as outlined in Section 16.05.

16.09 Temporary Transfers

If an employee is temporarily assigned to another job, when his job is in operation and he is entitled to the job based on seniority, ability and qualifications to perform the work he will receive the rate of the job to which assigned or his old rate whichever is higher. If the job is not in operation or he is not entitled to it as set forth above, he will receive the rate of the job to which he is temporarily assigned. No temporary transfers shall exceed thirty (30) days. Extension of the thirty (30) days may be made by agreement with the Union. **If ability, qualifications, and availability are equal, less senior shall be selected if more senior employees do not volunteer for the temporary transfer.**

16.10 Notification of Layoff

When a reduction in the working force becomes necessary and employees are to be laid off, the Union President and Grievance Committeemen and concerned employees shall be notified as far in advance as possible but will be given not less than forty-eight (48) hours notice unless an emergency condition beyond the control of Management make such notice impossible. Such notice does not apply to individual employees where through the exercise of seniority the individuals who will actually be laid off are not known in sufficient time to allow for such forty-eight (48) hours notice.

16.11 Seniority Lists

The Company shall prepare and maintain seniority lists. Such list must be revised by the Company and given to the local union president and then posted near the time clocks in the plant.

16.12 Same Date Seniority

In order to determine the relative seniority under this Article XVI among

employees hired on the same date, the alphabetical position of the employee's surnames at the date of hire will be used.

ARTICLE XVII

Promotion of Employees to Supervisory Position

17.01 The selection of employees to be promoted to Supervisory positions shall be at the sole discretion of the Company. The Union shall be informed of each such promotion and the employee shall be placed on leave of absence status from the Bargaining Unit for six (6) months. During such leave of absence, the employee(s) shall not continue to accrue seniority in the Bargaining Unit. If the Company transfers them back to the Bargaining Unit within the six (6) month period, the employee(s) may be transferred to the Bargaining Unit to their former department with the seniority they held in such department at the time of promotion. In such case they will be permitted to displace the junior employee in their original department, provided they have the seniority to do so.

ARTICLE XVIII

Retention of Officers and Committee

18.01 The Local Union President and Vice-President will not be laid off in a reduction of force as long as work which they can perform is available in their department. If no jobs are available in their department, they will be assigned other work elsewhere in the plant.

ARTICLE XIX

Leave of Absence

19.01 When in the opinion of the Company the requirements of the plant will permit, an employee on his written request in a form as prescribed by the Employer may be granted a leave of absence for legitimate personal reasons. **For employees taking a leave of absence approved by the Company, the employee may use any available vacation accrual or take the leave of absence without pay. Upon exhaustion of any/all vacation accruals or if the employee chooses not to use vacation,** the remaining leave period will be without pay, for a period not to exceed thirty (30) calendar days. Seniority will accumulate during such leave and provided the employee pays his weekly benefit cost sharing the employee will continue to receive group medical insurance as provided

to active employees.

19.02 Such leave of absence may be extended at the sole discretion of the Company. Requests for extensions must be made in writing in a form as prescribed by the Company. Extensions, if granted, will be made in maximum periods of thirty (30) calendar days, Seniority will accumulate during the period of extended leave of absence for personal reasons to a maximum of three (3) months.

19.03 Upon written request to the Company, an employee selected or appointed to a full time position in the International Union, shall be granted a leave of absence, without pay, for a period not to exceed one (1) year. Not more than one (1) such leave of absence shall be granted for each two hundred (200) employees in the Bargaining Unit. Seniority or pension service credits shall accumulate during such leave up to a maximum of two (2) years which may be extended for additional periods of one (1) year, provided the employee makes written request to the Company prior to expiration of the leave.

19.04 In the case of Ohio State AFL-CIO Conferences and district or sub-district conferences, up to five (5) Local Union officials shall be granted a leave of absence, not exceeding one (1) week provided written notification is submitted to the Manager, Human Resources at least two (2) weeks prior to such event(s). A maximum of two (2) Local Union officials will be granted a leave of absence, not exceeding two (2) weeks for the purpose of attending scheduled Union events other than those outlined herein. In all cases, the Union agrees that no more than one (1) employee from a given department will be excused, unless otherwise agreed to by the Company.

19.05 An employee who, while on leave of absence, engages in or seeks other employment without the consent of the Company, or fails to report upon the expiration of his approved leave, shall be considered to have quit without notice.

19.06 Any employee who is known to be ill, supported by medical evidence from his attending physician, will be granted sick leave without pay, including such time as he may have been receiving S&A benefits, for a period not to exceed two (2) years provided he must provide medical evidence from his attending physician of continued disability at least every 90 days or more often if requested by the Company.

19.07 In compensable injury and legal occupational disease cases, sick leave will be granted automatically and seniority will be allowed through the employee reaching maximum medical improvement (MMI) for such disability, provided such individual is returned to work within

thirty (30) days after his recovery from such disability.

19.08 Early Termination

Any employee who desires to terminate his leave and return to work prior to the normal expiration date of any leave granted him may do so by giving the Company three (3) working days notice. An employee who is granted a leave and elects to remain at work shall give one working days notice of such election prior to the commencement of the scheduled leave.

19.09 Fraud

Obtaining a leave or extensions thereof under false pretense or falsifying forms, making false statements, and other information pertaining to a leave will be cause for immediate loss of employment and seniority with the Company.

19.10 (a) The Company agrees to put a heading, to include the subject of training, on all training sheets that require signatures by employees.

19.11 Doctor's Examination

The Company may require any employee returning from an absence during which the employee was ill or injured to submit medical evidence from the employee's attending physician and to obtain from such physician a full and complete release to return to the employee's normal work. Employee(s) returning from an approved leave or layoff of thirty (30) days or more will not be permitted to return to work unless the employee undergoes a drug test and test negative for the use of illegal drugs. If an employee tests positive, then the employee shall not be eligible for recall or return to work unless the employee successfully completes rehabilitation program in accordance with the Company's policy. The cost of such rehab will be borne by the employee. Failure to enter rehab and successfully complete said program within a reasonable time period following "positive" findings will result in termination of employment and seniority with the Company.

ARTICLE XX

Safety and Health

20.01 The Company shall make reasonable provisions for the safety and health of its employees at the plant during the hours of their employment. Rules regarding safety and hygiene will be posted in the plant. All employees are expected to abide by these rules.

20.02 A Joint Safety Committee will be established comprised of three (3) Union Representatives and three (3) Management Representatives.

The Committee shall meet once monthly to inspect the facility and discuss unsafe practices and conditions. It shall be empowered to recommend corrective action for Management's consideration. Time spent by members of the Safety Committee will be paid by the Company at the employee's straight time hourly earnings.

20.03 Protective devices, wearing apparel and other equipment necessary to properly protect employees from injury shall be provided by the Company such as: goggles, gas masks, face shields, respirators, special purpose gloves, fireproof, waterproof or acidproof protective clothing when necessary and required shall be furnished by the Company without cost except that the Company may access a fair charge to cover loss or willful destruction thereof by the employee. The Company will pay a lump sum of \$125 towards safety shoes each year of the contract. The Company will also pay for two pairs of approved prescription safety glasses in the life of this agreement (at different times during the life of this agreement).

20.04 Any employee/employees who believe that they are being required to work under unsafe or unhealthy conditions, which are beyond the normal hazard inherent in the operation in question shall discuss such matter with their immediate supervisor, with or without a Union Representative being present, as the complainants may elect, in an attempt to settle the matter.

If the complaint is not disposed of satisfactorily, such may be immediately appealed to the Manager, Human Resources or his designated representative who will immediately investigate such allegation with the Joint Safety Committee. Any employee or group of employees who are not satisfied with the disposition of the Joint Safety Committee may then file a grievance in the third (3rd) step of the grievance procedure for preferred handling in such procedure and arbitration.

It is understood that this procedure can be utilized in place of but not supersede the applicable provisions of the Occupational Safety and Health Act and subsequent revisions thereto.

Union safety representatives shall work jointly with Company safety representatives to transact legitimate safety and health matters, such as: accident investigation, safety and health meetings, plant inspections, complaints, etc. With regard to serious matters the Union safety representatives will be notified as soon as possible in order to conduct the appropriate investigation.

ARTICLE XXI

Bereavement Leave Allowance

21.01 In the event of a death in the immediate family (spouse, child, stepchild, mother or father), of an employee, the Company will grant such employee a paid leave of absence for the time necessarily lost from his normal work schedule, if requested, for a period not to exceed four (4) working days provided such employee submits documentation of relationship or other evidence of death satisfactory to the Company.

In the event of a death in any other family member of an employee, the Company will grant such employee a paid leave of absence for the time necessarily lost from his normal work schedule, if requested, for a period not to exceed three (3) working days provided such employee submits documentation of relationship or other evidence of death satisfactory to the Company.

21.02 Any other family member shall be defined as the employee's stepmother, stepfather, sister, brother, mother-in-law, father-in-law, grandparents, spouse's grandparents, grandchildren, daughter-in-law, son-in-law, brother-in-law, and sister-in-law, step-brother and step-sister.

21.03 For the purpose of this Article, determination of "time necessarily lost" shall be based on the following:

a. Time lost must be that required for arranging for and/or attending the funeral and necessary presence in connection with such affairs, including the day immediately following burial. There is no intent to provide time when the employee is not in immediate attendance.

b. Time lost must be a normal work day on which the employee would otherwise have worked.

21.04 For the purposes of this Article, pay for each day of Funeral Leave shall be limited to actual working time lost but in no event more than eight (8) hours at the employee's straight time average earnings for the pay period preceding the leave.

ARTICLE XXII

Jury Duty

22.01 Employees required to serve on a jury shall receive the difference between their jury pay and the pay they would have received if they worked their normal schedule, but for not more than eight (8) hours per day or forty (40) hours per week.

The hours served on jury duty and the payments received shall be certified by an appropriate court official.

ARTICLE XXIII

Rights of Veterans

23.01 The Company agrees to comply with all laws of the United States relating to the re-employment of employees who have been inducted into the Land, Air or Naval Forces under the provisions of the Selective Training Service Act of 1950, or any amendments thereto, or who volunteered for service under the provision of such Act or amendments thereto, or who serve as active members of reserve components of the Land, Air or Naval Forces of the United States.

ARTICLE XXIV

Bulletin Boards

24.01 The Company agrees to provide locking bulletin boards at each time clock for the Local Union to post notices of legitimate Union business and activities. Such notices will be accepted from the Local Union President (or Vice-President in his absence) and Recording Secretary (or appointee by the acting Local Union President in Recording Secretary's absence) and will be posted promptly by the Human Resources Department. Such notices shall not include political notices or opinions and shall not include matter that is derogatory to the Company, its employees or interests.

ARTICLE XXV

Pensions

25.01 The Pension Plan has been replaced by the Company Savings Plan. All employees will be considered vested in their accrued benefits as of December 31, 1992. Benefits will be frozen as of that date with no future accrual of earnings or service.

ARTICLE XXVI

Group Insurance/401(k) Plan

26.01 The Insurance Agreement between the parties dated October 18, 2016, is incorporated in this Agreement and made a part thereafter.

The Parties agree and acknowledge that the Insurance Agreement is applicable to **all Union employees beginning on their 30th day of employment**. The Insurance Agreement is the same Insurance Agreement that is offered and applicable to non-union employees of the Company. The Parties further agree and acknowledge that the Insurance Agreement(s) may be altered over the course of this Agreement. Finally, the Parties agree that the employees shall be required to pay 25% of the total premiums throughout the course of this Agreement.

26.02 Cap. For the health insurance year April 1, 2017 through March 31, 2018, Union employee premiums shall be capped as followed:

PPO

Employee Only	\$168.09
Employee + Spouse	\$392.02
Employee of 1 child	\$272.71
Employee + Child(ren)	\$426.10
Employee + Family	\$477.77

CDHP

Employee Only	\$130.34
Employee + Spouse	\$303.98
Employee of 1 child	\$211.46
Employee + Child(ren)	\$330.41
Employee + Family	\$373.52

26.03 All employees electing the CDHP plan will also receive an HSA account to which the company will contribute \$500 for employee coverage and \$1000 for employee plus 1 or more additional family member(s).

26.02 The Parties agree and acknowledge that the Company shall not provide retiree medical coverage for any employee who retires from their employment with the Company after December 31, 2013.

26.03 Should any insurance dispute arise in regard to coverage and/or payment, the procedure as outlined before shall be followed:

Each employee who files a medical claim shall receive a complete written explanation of the benefit payment calculation from the Claims Administrator of the plan. If a claim is not explained satisfactorily, the employee may contact the Plant Human Resources Representative who will attempt to answer the inquiry.

The employee may appeal the denial or partial denial of the claim subject to the terms of the plan. Appeals are to be submitted in writing

to the Employee Benefits Committee, attention Corporate Benefits, A S America, 1 Centennial Avenue, Piscataway, N.J. 08855. Such appeal must be made within sixty (60) days of the time that a denial is received by the employee or the time permitted under the Employee Retirement Income Security Act (ERISA), if later.

26.04 As of the effective date of this Agreement, the Company shall offer a 401(k) plan to employees pursuant to the same terms and conditions as the 401(k) plan that is offered to the Company's non-union employees.

26.05 The sickness and accident benefit provided to Incumbent Employees are unchanged by this Agreement **except that all Union employees with at least thirty (30) calendar days of service with the Company shall now be entitled to the benefit.** The sickness and accident weekly rate is **\$400.00.**

Employee seeking a claim for S&A; requires 90 calendar day return to work status (actively working) from previous claim or off work status, to be eligible for S&A consideration. The Company agrees to consider the Union's request to shorten this 90 calendar day waiting period for employees if circumstances surrounding the claims support the Union's position.

26.06 The life insurance benefits in the amount of **\$15,000** provided to Incumbent Employees and retired employees through December 31, 2013 are unchanged by this Agreement **except that it is now offered to all Union employees with at least thirty (30) calendar days of service with the Company.**

ARTICLE XXVII

Vacations

27.01 One vacation in each calendar year will be granted to employees who:

- a. During the preceding calendar year completed one or more years of continuous service, and who
- b. During the preceding calendar year worked at least 1,280 hours, except that

1. An employee who completes his first year of continuous service in the vacation year and has worked at least 1,280 hours in the twelve (12) month period following the date of his original employment shall become eligible for a vacation.
2. An employee who is recalled from layoff in such calendar year

and has worked at least 1,280 hours in the twelve (12) month period following the date of his return to work shall become eligible for a vacation. Up to and including 440 hours of time lost due to personal sickness or accident (when verified in writing by the employee's medical doctor) shall be counted once as hours worked in qualifying for the 1,280 hour requirement set forth in this Paragraph (b).

3. An employee scheduled to work a normal work week who is temporarily laid off before completing such scheduled week of work shall receive vacation hours worked credit for all scheduled hours of work during the interrupted week.

4. Vacation time taken shall be counted as time worked for the purpose of determining vacation eligibility. Time lost by Union Officials, up to 10 days per calendar year to attend to official Union business of the United Steelworkers of America and all time lost to attend contract negotiation meetings shall be counted as time worked in qualifying for meeting the eligibility requirements.

Any period of absence of an employee due to a compensable disability arising out of his employment in the year in which he incurred such disability, shall be credited with hours worked toward the 1,280 hours requirement set forth above.

Eight hours for each holiday paid to an employee will be counted as time worked for the purpose of qualifying for a vacation.

27.02 Employees who are eligible for a vacation in accordance with Section 27.01 above shall be entitled to vacation as follows **(the six employees on lay off status in 2011 shall continue to earn vacation as they were hired before 10/16/08):**

Years of Service	Weeks of Vacation	New	Hires	after
10/16/08				
1 but less than 2	1	1-2 year		1 week
2 but less than 8	2	2+		2 weeks
8 but less than 15	3	5+		3 weeks
15 or more	4			

27.03 Each Employee granted a vacation will be paid at his regular straight time wage rate for each hour of vacation taken up to a maximum of forty (40) hours per week. Vacations will be taken in eight (8) hour increments, unless otherwise scheduled or permitted by the Employer.

a. Calculation of vacation pay for employees who sustain injuries arising out of and in the course of their employment shall be made on the basis of their regular straight time wage rate immediately preceding

the injury.

b. Vacation pay for vacations of one (1) week or more may be drawn in advance of the vacation period but may not be drawn more than three (3) days prior to the start of vacation and then only upon written request prior to payroll close the week before scheduled vacation.

c. Vacations may not be waived by employees and extra pay received for work during that period. The exception to this rule would be where an employee became eligible for vacation late in the year to take time off.

d. Holidays occurring during an employee's vacation period will not be counted as part of his vacation and the employee will be paid an additional eight (8) hours pay at his regular straight time wage rate.

e. Vacation cannot be postponed and allowed to accumulate from year to year but must be completed each year. However, if circumstances involved prohibit an employee from scheduling their vacation prior to the end of the year, then the Company can pay the earned vacation in lieu thereof.

27.04 It is agreed that should an employee resign or be discharged after having earned a vacation but before having taken such vacation, the employee shall receive payment in lieu thereof; and should any employee die after having earned a vacation but before having taken such vacation, his legal representative shall receive payment in lieu thereof. In addition, if an employee dies after having earned his/her vacation for the next year, then his legal representation shall receive payment in lieu thereof.

27.05 It is agreed that should an employee retire after having earned a vacation for the calendar year of his retirement but before having taken such vacation, the employee shall receive payment in lieu thereof. If an employee retires after having earned his/her vacation for the next year, he/she shall receive payment in lieu thereof.

27.06 Time of Vacation

a. Vacation schedules will necessarily conform to the requirement of the business. The right to allotment of vacation is exclusively reserved by Management in order to insure the orderly operation of the plant. When seniority is used for the allotment of vacations in departments or groups, the employee's plantwide seniority shall prevail. A temporary shutdown for taking inventory or for any other reason may be designated for vacation **except for the Service Department which is not permitted to designate vacation during planned shutdowns.** In the event the Company decides to designate a shutdown for vacation, the Company will give sixty (60) day notice prior to such shutdown. However, a tentative vacation shutdown period notice shall be posted no later than

April 1st of the vacation year, but shall be subject to revision or change based on conditions not controlled by the Company with at least 7 days prior notice to affected employees. Employees who work during a shutdown and who have two weeks of vacation as of the time of the shutdown, have the right to utilize their vacation for the remainder of the year as single days subject to the maximum rules set forth in 27.06d.

b. Service Department employees must submit vacation requests to the Company no later than January 15th. The Company shall post a vacation schedule for the Service Department no later than February 1st. Vacation requests shall be approved based on plant wide seniority. If requests are not submitted by January 15th then it becomes first come first serve basis. The Company reserves the right to limit single day vacation requests to a maximum of 3% of the Service Department per day and 5% weekly. Vacation requests submitted after February 1, 2016 must be submitted at least forty-eight (48) hours in advance of the vacation day request. Once single day vacations are approved, the employee cannot cancel the vacation day within the forty-eight (48) hours in advance of the vacation day.

c. Vacations, in all departments, shall be arranged in advance and an employee shall not be permitted to trade his vacation privilege for an unauthorized absence taken in advance of the vacation period. However, an employee may be granted a leave of absence for legitimate personal reasons as outlined in Article XIX.

d. Non-Service Department Employees who have worked during shutdown or with more than two weeks vacation eligibility may request one vacation week at their discretion. The Company reserves the right to limit week long vacations to a maximum of 5% per department per week. The Company reserves the right to limit single day vacation requests to a maximum of 3% per department per day. The employee's plant wide seniority shall be the determining factor in approving vacation requests if submitted 90 days in advance of request for a weekly vacation. After 90 days, it becomes first come first serve basis for full week vacations. Weekly vacations can only be cancelled 7 days in advance of the vacation starting date. The employee's plantwide seniority shall be the determining factor in approving single day vacation request if submitted 30 days in advance. After 30 days, it becomes first come first serve basis for single days. All single day vacation requests must be submitted at least forty-eight (48) hours in advance of

a single day of vacation. Single day vacation days will be paid at eight (8) hours at the employee's applicable straight time rate. Once single day vacations are approved, the employee cannot cancel the vacation day within the forty-eight (48) hours in advance of the vacation day.

Employees, who schedule vacation on Friday, shall have the option to work Saturday or Sunday overtime, provided they have signed up for and were awarded said overtime assignment prior to their scheduled vacation day(s).

ARTICLE XXVIII

Incumbent Employees

28.01 Red Circle. The Parties agree that the term Incumbent employee shall end effective October 18, 2018. From the effective date of this agreement until October 18, 2018, employees considered Incumbent employees under the agreement that expired in 2016 shall be red circled and continue at their current rates of pay. As of October 18, 2018, Incumbent employees shall lose their red circle status and their pay shall be based on Appendix A. Prior to October 17, 2018, the Incumbent employee shall be paid the higher rate between the employee's red circle rate and the rate for the employee's position listed on Appendix A.

28.02 Incumbent Promotions. Incumbent employees shall have the right to move to the Max-rate set forth in Appendix A for any position that they successfully bid on from October 18, 2016 through October 18, 2018. Until October 18, 2018, the Incumbent employee shall be entitled to the higher of the red circle rate (29.01) or the Max-rate for their position, whichever is higher.

28.03 Wage Opener. The Company and the Union agree that 30 days prior to the end of the 2nd year of the new CBA, the parties will meet to negotiate in good faith over the wages that were agreed to on October 17, 2016. Should the Parties reach an agreement those new wages will be implemented and remain in effect for the remaining duration of the agreement. If no agreement is reached between the Parties, the terms of this Agreement shall remain in full force and effect.

ARTICLE XXIX

Wages - Rates of Pay

29.01 Subject to Article 28, the Labor Grade and Rate structure for all Union employees is set forth in Appendix A. It shall apply to appropriate jobs under this Agreement.

a The labor grades and rates in effect as of the date of this Agreement shall continue in effect unless (1) the Company changes the job content (requirements of the job as to the training, skill, responsibility, effort, and working conditions) to the extent of one full labor grade or more; (2) the job is terminated or not occupied during a period of one year; or (3) the description and classification are changed in accordance with mutual agreement of officially designated representative of the Company and the Union.

b. When and if from time to time the Company, at its discretion, establishes a new job or changes the job content (requirements of the job as to training, skill, responsibility, effort, and working conditions) or an existing job, a new job description and classification for the new or changed job shall be established in accordance with the following procedure:

(1) The Company will develop a description and classification of the job in accordance with the provisions of the revised CWS job description classification manual hereinafter referred to as the revised manual.

(2) The proposed description and classification will be submitted to the Union for approval, and the occupational hourly rate for the job class to which the job is thus assigned will apply.

(3) If the Company and the Union are unable to agree upon a description and classification, the Company shall install the proposed classification, and the occupational hourly rate for the job class to which the job is assigned shall apply. The employee or employees affected or the Union may at any time within 30 days file a grievance in Step 2 of the grievance procedure, alleging that the job is improperly classified under the job description and classification provisions of the revised Manual. Such grievance shall be processed under the grievance and arbitration procedures of this Agreement and settled in accordance with the job description and classification of the revised Manual. If the grievance is submitted to the arbitration procedure, the decision shall be effective as the date when the new job was established or the change or changes installed but in no event earlier than 30 days prior to the date to which the grievance was filed.

(4) In the event Management does not develop a new job description and classification, the employee or employees affected or the Union may, if filed promptly, process a grievance under the grievance and arbitration procedures of this Agreement requesting that a job description and classification be developed and installed in accordance with the provisions of the revised Manual.

29.02 Entry/Mid/Max Ranges. Appendix A contains the Entry, Mid and Max pay ranges for each position. The three pay ranges in the attached wage scale for each position are based on the Union employee's total time in the position. The total time in the position shall include time in the position before and during this agreement.

Each of the pay ranges will require twelve (12) months of time in the position.

29.03 Promotions. In order to encourage Union employees to seek higher level positions in the plant, when a Union employee obtains a position in a higher wage band, the Union employee's wage rate will not be decreased. Union employees with at least 12 months of time in their current position or same wage band will receive the greater of:

(a) Their existing wage rate, or

(b) The mid-range level for their new position when moving to a position one or two wage bands higher than their current position or the entry-rate level for their new position when moving to a position three or more wage bands higher than their current position.

29.04 The Company shall classify or reclassify all new or changed jobs in accordance with the established job classification system as set forth in Appendix A.

29.05 Production Standards may be established at the discretion of the Company. Such standards will be established using Cycle Times and Time Study principles. Any standard that the Union believes to be unreasonable may be subject to the grievance procedure.

29.06 All general, cleanup work, not normally assigned to the respective department, on Saturday, Sunday, Shutdowns or Holidays, as designated by the Company, will be scheduled through the current voluntary sign-up sheet utilizing the employee's plant wide seniority. If the department is operational that day, a voluntary sign-up sheet specific to the department will be used. If sufficient volunteers are not obtained, the Company shall then seek volunteers through a plant-wide voluntary sign-up sheet. The voluntary sign-up sheets shall be based on plantwide seniority. If sufficient volunteers are

not obtained by the Company through these two methods, the Company shall assign the work, based on plantwide seniority, in the department at issue. Any employees who are scheduled to work these cleanup positions will be paid at Labor Grade One (1) **Cleanup** wage rate.

29.07 For all **Union employees** that incur an occupational injury or disease that is supported by medically prescribed temporarily work restrictions may be assigned light duty work, as determined by the Company. As such; the compensation for light duty work shall be **equal to the custodial wage rate** at time of medically prescribed temporary work restrictions.

ARTICLE XXX

Shift Differentials

30.01 A shift differential of thirty-five (35) cents per hour for employees whose normal regularly scheduled work hours are on Afternoon and Night shift.

30.02 For purposes of Section 31.01, all hours worked by an Employee during the workday shall be considered as worked on the shift on which he is regularly scheduled to start work.

30.02 Shifts shall be identified in accordance with the following:

- a. Day shift includes all turns which commence between 3:00 a.m. and 8:00 a.m. inclusive.
- b. Afternoon shift includes all turns which commence between 11:00 a.m. and 5:00 p.m. inclusive.
- c. Night shift includes all turns which commence between 6:00 p.m. and 1:00 a.m. inclusive.

ARTICLE XXXI

Separation Pay

31.01 The Company agrees that in the event they permanently and totally discontinue operation of the plant, they shall, prior to such shutdown, notify the Union of their decision, and commence meeting with the Union for the purpose of negotiating a separation pay allowance plan.

ARTICLE XXXII

PAY DAYS

32.01 Wages will be paid weekly. The weekly payment will cover earnings for the seven-day period ending the previous Sunday and will include wages for any paid holiday falling in that period.

32.02 Beginning three pay periods from execution of this Agreement, wages will be paid by direct deposit to the financial institution of each employee's choice. The Company will distribute to employees a written form that allows each employee to designate a financial institution. Employees must return the form designating a financial institution for receipt of the direct deposit payment before the end of the second pay period after execution of this Agreement. When an Employee changes accounts for receipt of direct deposit payments, Employee shall furnish new bank account information to the Company within five (5) days of the change in accounts. If the Company receives notice that an account has been closed and no new account has been designated, the Company shall issue debit cards to the Employee in question until a new account has been designated.

32.03 Until three pay periods from execution of this Agreement, wages may be paid by paycheck or direct deposit.

32.04 If payment is being made by paycheck, paychecks will be sent by regular U.S. mail to the employee's address on file with the Company.

DURATION OF AGREEMENT

This Agreement expresses the full, complete and final agreement of the parties for the duration hereof. It cancels and supersedes any and all agreements and understandings, which may have been in effect previously, and this Agreement may be amended only by agreement of the parties in writing. Each party recognizes that it had full opportunity to bargain for all proposals and to present demands, whether advanced in negotiations or not, and each party waives any rights it may have and each agrees that the other shall not be obligated to bargain collectively with respect to any subject, whether or not referred to or covered by this Agreement, during the term thereof.

This Agreement shall be effective from October 18, 2016 and shall continue in effect until Midnight, January 31, 2020, and thereafter from year to year unless either party gives sixty (60) days written notice to the

other prior to **December 31, 2019**, or any subsequent anniversary date, that it wishes to amend, modify or change this Agreement.

Each party shall give the other written notice of the address to which any such notice is to be sent and shall promptly give the other notice of any change in such address.

All written notices shall be by certified mail, return receipt requested mailed to the following address:

The Company:

A S America Inc.
605 South Ellsworth Ave.
Salem, Ohio 44460

The Union:

United Steelworkers
AFL, CIO-CLC
60 Blvd of the Allies
Pittsburgh, Pa. 15220

Appendix A

Salem Department Title	Old Title	New Title	Entry Rate	Mid. Range	Max. Rate	
Acrylic	Material Expeditor	Acrylics Trucker	\$ 12.61	\$ 13.58	\$ 14.55	Entry 2
	Acrylics Processor	Acrylics Packer	\$ 12.61	\$ 13.58	\$ 14.55	Entry 2
	Material Supplier	Acrylics Material Supplier 2	\$ 12.61	\$ 13.58	\$ 14.55	Entry 2
	Acrylic Operator	Acrylics Cell Operator	\$ 12.61	\$ 13.58	\$ 14.55	Entry 2
	Kitter	Acrylics W/P, Kitter, Water Test	\$ 13.10	\$ 14.07	\$ 15.04	Entry 3
	Acrylics Material Supplier 1st	Acrylics Material Supplier 1	\$ 13.10	\$ 14.07	\$ 15.04	Entry 3
	Material Expeditor	Acrylics Material Handler	\$ 13.10	\$ 14.07	\$ 15.04	Entry 3
	Acrylic Form, Trim, and Utility	Acrylics Saw Operator (includes Pre Trim, Drill, Weights)	\$ 13.58	\$ 14.55	\$ 16.01	Core 1
	Acrylic Form, Trim, and Utility	Acrylics Chopper/Roller and Resin Mixer	\$ 13.58	\$ 14.55	\$ 16.01	Core 1
	Acrylic Form, Trim, Utility	Acrylics Thermoformer Operator	\$ 13.58	\$ 14.55	\$ 16.01	Core 1
	Acrylic Form, Trim, Utility	Acrylics Utility	\$ 13.58	\$ 14.55	\$ 16.01	Core 1
Tub Press and Assembly	Mold Tech/Resin Mixer	Acrylics Mold Technician	\$ 14.55	\$ 15.52	\$ 16.98	Core 2
	Press Operator	Industrial Truck/Tractor Operator	\$ 13.10	\$ 14.07	\$ 15.04	Entry 3
	Metals Bathtub Specialist	Press Technician	\$ 14.55	\$ 15.52	\$ 16.98	Core 2
	Press Operator	Press Operator	\$ 12.61	\$ 13.58	\$ 14.55	Entry 2
	Decoiler/Die Setter	Decoiler/Die Setter	\$ 13.58	\$ 14.55	\$ 16.01	Core 1
	Bathtub Assembly Processor	Bathtub Assembly Processor/Repair	\$ 13.10	\$ 14.07	\$ 15.04	Entry 3
	Tub Processor	Loader/Unloader	\$ 12.61	\$ 13.58	\$ 14.55	Entry 2
Tub Enamel	Tub Processor	Enamel Tubs Utility	\$ 12.61	\$ 13.58	\$ 14.55	Entry 2
	GC/FC Enamel Sprayer	Enamel Tubs Sprayer	\$ 13.58	\$ 14.55	\$ 16.01	Core 1
	Tub Processor	Enamel Relief	\$ 13.58	\$ 14.55	\$ 16.01	Core 1
	Millroom Processor	Enamel Tubs Millroom Processor (Helper, Operator, Controller)	\$ 13.58	\$ 14.55	\$ 16.01	Core 1
	Enamel Robotic Tech/Programmer	Enamel Tubs Robotic Technician	\$ 13.58	\$ 14.55	\$ 16.01	Core 1
	Enamel Robotic Tech/Programmer	Enamel Robotic Tech/Programmer	\$ 14.55	\$ 15.52	\$ 16.98	Core 2
	Tub Processor	Enamel Tubs Processor (Bumper, Stan-sure Helper, Transfer)	\$ 12.61	\$ 13.58	\$ 14.55	Entry 2
	QC Specialist	Quality Control Technician & Inspector	\$ 13.10	\$ 14.07	\$ 15.04	Entry 3
	Lab Tech	Enamel Lab Technician	\$ 14.55	\$ 15.52	\$ 16.98	Core 2
Americast	Americast Processor	Americast Utility, Trucker, Utility Relief	\$ 12.61	\$ 13.58	\$ 14.55	Entry 2
	Americast Support	Americast Clamp & Clamp Relief	\$ 13.10	\$ 14.07	\$ 15.04	Entry 3
	Mold Tech/Resin Mixer	Americast Mold Technician/Resin Mixer	\$ 14.55	\$ 15.52	\$ 16.98	Core 2
Lavy Process	Press Operator	Lavy Press Operator	\$ 12.61	\$ 13.58	\$ 14.55	Entry 2
	Sheer/Die Setter	Lavy Sheer Operator & Die Setter	\$ 13.58	\$ 14.55	\$ 16.01	Core 1
	Smallware Processor	Lavy Processor (Load/Unload, Weld, Utility, Truck)	\$ 13.10	\$ 14.07	\$ 15.04	Entry 3

	GC/FC Enamel Sprayer Inspector	Lavy Sprayer Lavy Inspector	\$ 13.58 \$ 13.10	\$ 14.55 \$ 14.07	\$ 16.01 \$ 15.04	Core 1 Entry 3
Shipping /Receiving	Material Expeditor	Shipping Checker/Loader/Trucker/Counter person (Material Expeditor)	\$ 12.61	\$ 13.58	\$ 14.55	Entry 2
	Material Expeditor & Tractor Trailer Operator	Shipping Tractor Trailer Operator (Mat'l Exp & Tractor Trailer Op CDL)	\$ 13.58	\$ 14.55	\$ 16.01	Core 1
Service	Chemical Tech	Chemical Technician	\$ 13.58	\$ 14.55	\$ 16.01	Core 1
	"A" Electrician	"A" Electrician	\$ 21.34	\$ 22.31	\$ 23.28	Service 4
	"A" Mechanic/Electrician Assistant	"A" Mechanic/Electrician	\$ 20.37	\$ 21.34	\$ 22.31	Service 3
	Electronic Technician Computer/Electrian-Mechanic "A" Assistant	Electronic Tech.	\$ 23.28	\$ 24.25	\$ 25.22	Service 6
	Tool & Die Maker/Mold Repair	Mold Repair	\$ 22.31	\$ 23.28	\$ 24.25	Service 5
	Tool & Die Maker/Mold Repair	Tool & Die Maker	\$ 22.31	\$ 23.28	\$ 24.25	Service 5
	CNC/Robotic Maintenance Tech	CNC Maintenance Tech	\$ 16.49	\$ 18.43	\$ 20.37	Service 1
	CNC/Maintenance Tech II	CNC /Robotic Maintenance Tech II	\$ 19.40	\$ 20.37	\$ 21.34	Service 2
	General Laborer	Janitor	\$ 11.64	\$ 12.61	\$ 13.58	Entry 1
		General Laborer	Cleanup/5's/Helper	\$ 13.58	\$ 13.58	\$ 13.58

Appendix B SELECTION OF LEADERS

If management determines that a leader position is required within a department, the following procedure will apply:

1. Management will notify employees in the department of their requirements for a leader. Names of interested candidates from the department will be given to a joint labor/management committee for review and selection.
2. The joint committee will be comprised of two management representatives and two union representatives. The joint committee will mutually agree on the successful candidate. If the joint committee fails to agree on a candidate, the International Union Representative and the Plant Manager will resolve this issue.
3. The leader position will not be considered a bid job. Seniority will be the determining factor when qualifications are considered to be equal.

LEADER JOB RESPONSIBILITIES

Summary:

Leaders will maintain a bid job and production work will consume the majority of the day. The leaders shall work closely with the other leaders and work group managers in coordinating the production activities between job occupations.

Responsibilities

1. Follow-up on purchased material shortages with Work Group Manager. This includes production material and production supplies, including replenishment of kanbans, for the job occupation.
2. Assist the Committeeperson, Union Steward, or other union representative in resolving personal conflicts between members of the job occupation.
3. Tabulate daily job assignments, production reports, (i.e. scrap, rework, pack), where required.
4. Attend leader meetings.
5. Communicate changes and/or problems related to production with the leaders or Work Group Managers on various shifts within the job occupation.
6. Promote continuous improvement.
7. Perform production tasks as required to support throughput through the job occupation.
8. The leader shall not be responsible for or report any issue relating

to discipline, attendance, scheduling; time cards, work performance, or bonus/incentives.

9. Any information given to the leaders can be shared between them and the union employees.

10. No leader shall take part in any recommendation for the disqualifying of an employee from their job occupation.

11. Leaders shall know and perform all jobs within their job occupation. Leaders will be paid \$.60/hour above the highest job occupation in which they lead.

Appendix C

CONTRACTING OUT OF SERVICE WORK

Appendix D shall pertain to the contracting out of day-to-day maintenance repair work that is normally performed by our service department.

Management will inform the service department committee person of any impending contractors being brought into the plant to perform day-to-day service repairs. Major projects that cannot be handled by our service department and work that we do not regularly perform will be exempt from this agreement.

Any day-to-day maintenance repair work that is normally performed by our associates will result in a meeting between the maintenance manager and the service department representative prior to being scheduled for any contractor. At this meeting, the service department representative will be notified of the required work, the timeliness of completion, the projected cost, any special equipment needed and the projected effect on manpower within the plant. If the union feels that our associates can complete this work, then the company will entertain alternatives to contracting out the work.

As you know, this opportunity may require the union to support changes in schedules, extended hours and the cooperation of all classifications when necessary to cover those associates assigned to the work. We will give the union a minimum of forty-eight (48) hours to come up with alternative plans rather than contracting out the work to be performed. If the proposal is satisfactory, cost efficient and entertains effective use of manpower and equipment available, then the Company will honor the request of the service department associates to perform the work. Lastly, everyone needs to understand that emergency situations may cause management to override this agreement on occasion. When this happens, a meeting to explain why will take place as soon as practical to explain the decision.

Appendix D
ATTENDANCE CONTROL POLICY – Salem, Ohio

(Revised – September 26, 2011; supersedes All previous policies & procedures)

PURPOSE

To establish a consistent means of recording and controlling absenteeism and tardiness. To establish a uniform disciplinary procedure for dealing with excessive absenteeism and tardiness.

PROCEDURE

Absences will be recorded as follows:

- 1) **Excused Absence** – an absence due to:
 - a) Death in immediate family – as covered in labor agreement
 - b) Required legal military duty
 - c) Jury duty
 - d) Industrial injury
 - e) Authorized union business
 - f) Family Medical Leave as permitted by the FMLA/Requires 30 day notice and must be authorized by the HR Dept. (See FMLA Policy for provisions)Written documentation substantiating employee's required absence must be provided. Excused absences will not accumulate occurrences toward corrective discipline.

- 2) **Unexcused Absence** – An absence not covered by the above provisions.

This includes:

- a) Personal illness
- b) Dentists/doctor appointments
- c) Bank appointments
- d) Personal leaves

For all forms of unexcused absence (excluding personal illness when a medical provider certifies such absence) each day missed shall be counted as one occurrence. One period of consecutive absence (per calendar year), not to exceed 5 days shall be counted as one occurrence, provided written notification is given at least two weeks in advance and the employee has four

or fewer occurrences on his/her record. Employee shall fill out the required five for one form and abide by its content. Eligibility for approval will depend upon the amount of employees who have scheduled vacation (3% daily, 5% weekly rule), within the department. Two weeks of saved vacation for shutdown periods will not count as ineligibility to receive a five for one.

Personal illness of two (2) or more days shall be counted as one occurrence when a medical provider certifies such absence and it is presented upon return to work. Personal illness of one (1) day shall count as one occurrence. Medical certification is required for return to work after three (3) consecutive days.

3) Unreported Absence – An absence where the employee has not reported to the Company prior to the start of the shift. An employee incurring three (3) consecutive unreported absences shall be automatically terminated. Failure to report off shall be cause for discipline according to the Plant Rules & Regulations.

4) Tardy – Time lost due to the employee being late at the beginning of a shift, or at the start of the shift, or at the start of the shift following the lunch period. Leave Early – Leaving before the end of the scheduled shift.

A tardy or leave early where less than two (2) hours of scheduled work is missed shall be counted as one-half (1/2) occurrence. A tardy or leave early where two (2) or more hours of tardiness is missed shall be counted as one (1) occurrence. However, if notice of tardiness is reported prior to the shift start, such tardy will count as one-half (1/2) occurrence if the employee makes it to work within four (4) hours. Per contract, employees are required to report tardiness prior to the start of the shift. Failure to do so shall subject the employee to discipline under the Plant Rules & Regulations.

In the case where a medical appointment is scheduled after 8 hours of work, and the company is provided advance written notification, such early leave would be considered excused provided signed documentation is produced substantiating the appointment.

DISCIPLINARY ACTION SCHEDULE

Discipline will be issued for occurrences within a consecutive twelve (12) month period, as follows:

- | | |
|---------------------------|-----------------------------|
| 1) Two (2) occurrences: | VERBAL WARNING (Documented) |
| 2) Four (4) occurrences: | WRITTEN WARNING |
| 3) Six (6) occurrences: | FINAL WRITTEN WARNING |
| 4) Eight (8) occurrences: | TERMINATION |

One occurrence shall be removed for each two (2) months of perfect attendance. A credit shall not be accumulated toward future occurrences. **Union employees shall receive a \$50.00 bonus for each month of perfect attendance. The Company will no longer issue last chance agreements regarding attendance discipline.**

CALL-OFF PROCEDURE

1. Must call off to your supervisor (or record a message on the answering machine) prior to the start of the shift you are scheduled to work.
2. Must call off every day absent unless a doctor slip or other written documentation has been provided to the Company to initiate a long-term absence.

SIGNATURE PAGE

For the Company:

Paul R. Lee
Paul Lee
Multi-Site Plant Director

Dean Cox
Dean Cox
Senior Human Resources Manager

Penny Creer
Penny Creer
HR Generalist

For the Union:

Leo W. Gerard
Leo Gerard
International President

Stan Johnson
Stan Johnson
International Secretary-Treasurer

Tom Conway
Tom Conway
International VP Administration

Fred Redmond
Fred Redmond
International VP, Human Affairs

David R. McCall
David R. McCall
District Director

Joe Holcomb
Joe Holcomb
Staff Representative

Harley Prendergast
Harley Prendergast
President, L.U. 1538

Michael Shetler
Michael Shetler
Vice President, L.U. 1538

Kaven Sims
Kaven Sims
L.U. 1538 Negotiating Committee

William Christopher
William Christopher
L.U. 1538 Negotiating Committee

Rachael Davis
Rachael Davis
L.U. 1538 Negotiating Committee

NOTES

2016

January

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April

Su	Mo	Tu	We	Th	Fr	Sa
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8	9	10	11	12	13	14
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May

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June

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July

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August

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September

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October

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November

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4	5	6	7	8	9	10
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December

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2019

January

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	
6	7	8	9	10	11	12
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20	21	22	23	24	25	26
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February

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March

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April

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May

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June

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July

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August

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18	19	20	21	22	23	24
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September

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8	9	10	11	12	13	14
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October

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November

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December

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2020

January

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February

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March

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April

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May

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June

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July

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August

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September

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October

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November

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December

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Cancer Awareness

