

AGREEMENT BETWEEN BESSER COMPANY, ALPENA, MICHIGAN

and the

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, CEMENT, LIME,
GYPSUM, AND ALLIED WORKERS DIVISION, AFL-CIO, LOCAL D-472

AGREEMENT

The following Agreement is made and entered into this 1st day of May 2015, by and between BESSER COMPANY, hereinafter called the "Company," on behalf of certain office, clerical, and technical employees employed at the Company's establishments on Johnson Street, Alpena, Michigan, and Local No. D-472, International Brotherhood of Boilermakers, Cement, Lime, Gypsum, and Allied Workers Division, AFL-CIO, hereinafter called the "Union."

ARTICLE 1

PURPOSE

1. The purpose of the Company and the Union in entering into this labor agreement is to provide orderly collective bargaining and to set forth their agreement on rates of pay, hours of work, and other conditions of employment so as to promote orderly and peaceful relations, to achieve uninterrupted operations, to eliminate interference with the efficient operation of the Company's business, and to achieve the highest level of employee performance consistent with safety, good health, and sustained effort.
2. The Management of the Company and the direction of the working forces are the sole and exclusive responsibility of the Company. The right of the Company to fully manage and control its business and operations (including all the responsibilities, powers, and authority which the Company had prior to the signing of this Agreement) shall not in any way be curtailed or restricted by the terms and provisions of this Agreement. These responsibilities of the Company include, but are not limited to, the right; to select and hire, to suspend, promote, demote, and transfer employees; to discipline and discharge employees for just cause; to maintain discipline and determine the schedules of work and the schedules of hours and shifts; to determine the methods, processes, and means of carrying out the functions performed by represented unit employees; to adjust the number of employees assigned to each job; to determine whether functions or operations shall be discontinued in whole or in part; the right to subcontract or relocate any work without prior consultation with the Union, except that if work is contracted out which has customarily been performed by members of the represented unit, and if such contracting out results in a layoff, the Company, at the Union's request, will meet with the Union to discuss the reason(s) for the Company's decision; the right to establish rules of plant conduct.



ARTICLE 2

RECOGNITION

1. The Company recognizes the Union as the sole and exclusive collective bargaining agent for the employees of the represented unit composed of all office, clerical, and technical employees employed at the employer's establishments on Johnson Street, Alpena, Michigan and supporting the Alpena manufacturing operations, excluding production and maintenance employees, corporate finance employees, call center employees, confidential assistants to Human Resources, Administrative Secretary to Corporate President, Administrative Secretary to Corporate Secretary and Treasurer, Administrative Secretary to Plant Manager, management trainees, professional employees, shipping and receiving employees, guards and supervisors, and all other employees.
2. The term "Employee," as used in this Agreement, shall include only those employees in the represented unit described in Section 1 of this Article 2.

ARTICLE 3

RESPONSIBILITIES OF THE PARTIES

1. Each of the parties hereto acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement.
2. The Union (its officers and representatives, at all levels) and all employees are bound to observe the provisions of this Agreement.
3. The Company (its officers and representatives, at all levels) is bound to observe the provisions of this Agreement.
4. In addition to the responsibilities that may be imposed elsewhere in this Agreement, the Company and the Union specifically agree:
 - a. During the term of this Agreement, the Union shall not authorize, cause, sanction or assist in, and no employee shall cause or engage in any slowdown, work stoppage, strike, or any other interruption, restriction or curtailment of work against the Company and the Company shall not cause, permit or engage in any lockout of its employees; provided, however, that the refusal by an employee to cross the picket line of a union engaged in a lawful primary strike over wages, hours, and working conditions against Besser or any other employer carrying on business on Besser premises shall not be a violation of this Agreement. The Company may discipline or discharge any employee violating the provision of this paragraph, but the Union shall not be liable for any strike or work stoppage which is not authorized or sanctioned by the Union.



- b. The applicable procedures of this Agreement will be followed for the settlement of all employee grievances. All employee grievances shall be initiated and processed promptly in accordance with the applicable procedures of this Agreement and shall be considered carefully.
- c. There shall be no discrimination, restraint, or coercion against any employee because of membership in the Union.
- d. There shall be no Union activity nor solicitation of Union membership on Company time except as provided for elsewhere in this contract.
- e. The Company and the Union agree that they will not discriminate against any employee by reason of race, color, religion, national origin, age, sex, disability, or veteran status.

ARTICLE 4

UNION SECURITY

1. Each new employee may, at his or her option, become a member of the Union after completing thirty (30) calendar days of employment and thereafter may, at his or her option, maintain membership in the Union in good standing to the extent of paying the initiation fee and regular monthly dues uniformly required as a condition of acquiring or retaining membership.
2. For the convenience of the Union and employees who are members of this Union, the Company agrees to deduct the periodic membership dues and initiation fees uniformly required as a condition of beginning or retaining membership in the Union from the wages of those individual employees who authorize such deductions in writing in the following form:



AUTHORIZATION FOR CHECK-OFF OF DUES

Clock No. _____

Date _____

To Besser Company:

I hereby assign to Local No. D-472, United Cement, Lime, Gypsum, and Allied Workers Division, International Brotherhood of Boilermakers, AFL/CIO/CFL, from any wages earned or to be earned by me as your employee, my periodic membership dues and initiation fee uniformly required in such amount as is established by the Union and become due to it as membership dues and initiation fee. I authorize and direct you to deduct the periodic membership dues from my weekly pay and to deduct in two equal installments the initiation fee uniformly required, the first deduction in the third pay of the first month following delivery of this authorization, and the second deduction in the third pay of the second month following delivery of this authorization. Such deductions are to be remitted to the Union.

(Signature of Employee)

(Address of Employee)

(Type or Print Name of Employee Here)

3. Deductions shall be made for the accrued regular monthly Union dues and initiation fees of each Union member in the represented unit from whom such an authorization has been received, beginning with the first pay of the first month following delivery of such authorization, provided that sufficient earnings remain to cover Union dues and initiation fees after all deductions required by law are made. Union dues shall be deducted weekly, beginning the first payday of the month following delivery of an authorization form and initiation fees shall be deducted in two equal installments, the first deduction in the third pay of the first month following delivery of this authorization, and the second deduction in the third pay of the second month following delivery of this authorization.
4. A properly executed copy of such Authorization for Check-Off of Dues form for each Union member for whom Union membership dues are to be deducted hereunder shall be delivered to the Company before any payroll deductions are made. Deductions shall be made thereafter, only under Authorization for Check-Off of Dues forms which have been properly executed and are in effect. An employee can withdraw their



Authorization at any time. Any Authorization for Check-Off of Dues form which is incomplete or in error will be returned to the Union by the Company.

5. The Company shall not be liable to the Union by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.

ARTICLE 5

REPRESENTATION

1. For the purpose of negotiating with the Company on the disposition of grievances, the employees shall be entitled to select an employee grievance committee consisting of a Chief Steward and Union President.
2. The employees of the Company shall be entitled to select a bargaining committee of three (3) members, each of whom shall be a regular employee of the Company selected in any manner determined by the Union. At any bargaining sessions occurring during the term of this Agreement, there shall be not more than three (3) such Union Bargaining Representatives who shall be paid at their straight time hourly rate for their time spent in such negotiations which occurs during their regular working hours and which results in actual time lost from work up to a maximum of eight (8) hours per day.
3. No employee covered by this Agreement shall engage in the transaction of any union business during regular working hours except such as is reasonably necessary in connection with the investigation and settlement of employee grievances affecting such employee as an individual. The Union President and Chief Steward may be allowed a reasonable amount of time during regular working hours to investigate and settle grievances of employees, but they shall not leave the work to which they are assigned in order to investigate or settle grievances until (a) they have requested permission from their supervisor (or other person in charge), and until (b) arrangements for relief have been made. In every instance they shall inform their supervisor or other person in charge as to the reason for their leaving the work in which they are assigned. When it becomes necessary to request time during regular working hours to investigate or settle an employee grievance, the Union President or Chief Steward will secure a slip from the supervisor on which destination, reason for leaving, and time of leaving is recorded. This slip will be presented to the supervisor in charge of the department in which the grievance has arisen before they consult with the aggrieved party or parties. When returning to work, he or she will secure the slip from the supervisor who will record the time on this slip, and the Union President or Chief Steward will then return the slip to his or her own supervisor.
4. A written list of the names of the Union President, Chief Steward and Bargaining Committee shall be furnished to the Company immediately after their designation, and



the Union shall notify the Company promptly of any change in the membership of either committee or stewards.

ARTICLE 6

EMPLOYEE GRIEVANCE PROCEDURE

1. Should any grievance arise between the Company and the Union, or any employee covered by this Agreement, with respect to the interpretation or claimed violation of any of the specific provisions of this Agreement, such grievance shall be considered and adjusted in the manner hereinafter provided in this Article for the handling and settlement of grievances.
2. The procedure for the handling and settlement of grievances shall be as follows:

Stage A - Any grievance by an employee that the Company has not complied with any specific provisions of this Agreement shall be presented by the employee to the immediate supervisor, with the Union President or Chief Steward being present or absent at the option of the employee. Such a grievance must be presented within seven (7) calendar days of the event giving rise to the grievance or the date the event becomes known or should have become known to the employee. The immediate supervisor will undertake to settle the grievance with the employee and/or steward.

Stage B - If the grievance is not settled at the Stage A meeting, and if the Union wishes to carry the matter further, a written grievance, in duplicate, shall be prepared on the form provided for that purpose, signed by the employee and delivered to the Human Resources Department within ten (10) calendar days of the event giving rise to the grievance or the date the event becomes known or should have become known to the employee or Union, or the grievance shall be deemed to have been abandoned. One copy of such grievance shall be retained by the Union and the other copy shall be delivered forthwith to the Human Resources Manager of the Company or the representative designated to receive same. The grievance shall be discussed at the next regularly scheduled employee grievance meeting between designated representatives of the Company and the Employee Grievance Committee, and an attempt made to arrive at a mutually agreeable settlement. By agreement of the parties, a grievance may be retained at Stage B for further study and discussion at subsequent meetings. Within five (5) calendar days after any Stage B meeting (if the grievance has not been settled or retained), the Company shall advise the Union in writing of its answer to the grievance.

Stage C - If the grievance is not settled in Stage B of the employee grievance procedure, and the Union wishes to carry the matter further, the Union



shall, within seven (7) calendar days of the delivery of the answer completing the Stage B proceedings, request a Stage C meeting by written notice to the Company or the grievance shall be deemed to have been abandoned. Such meeting must be held within twenty (20) calendar days after the Union delivers a written request therefor, and will be between the Employee Grievance Committee, a representative of the AFL/CIO, if the Union so desires, and top management representatives of the Company. At this Stage C meeting, the parties will make every reasonable effort to settle the grievance. The parties may, by mutual agreement, provide for settlement of the dispute by withdrawal of the grievance without prejudice to the right to institute a similar grievance at a later date. If the grievance is not disposed of at this meeting, the Company will, within seven (7) calendar days after the Stage C meeting, present to the other party its written answer to the grievance.

Mediation - If the grievance is not settled in Stage C of the employee grievance procedure, the Company or Union may request Mediation by written notice to the other party. Both parties must agree to the Mediation. It is understood that such Mediation is non-binding upon either party and does not affect the right of either party to appeal the grievance to arbitration. It is further understood that the Mediation hearing will be scheduled as soon as possible consistent with the Mediator's availability.

3. Time limits to each of the above steps may be extended by mutual consent. If the Company is untimely in its response to the Union, the grievance will automatically be advanced to the next step of the grievance procedure. If the Union fails to meet the time limits in this procedure, the grievance shall be considered settled in accordance with the last answer of the Company.
4. Grievances with respect to the interpretation or claimed violation of specific provisions of this Agreement, which have not been satisfactorily settled by the procedure outlined above, shall at the request of the Union, be submitted to arbitration provided the demand is served on the Company within fifteen (15) calendar days of the Company's written answer to Step C of the grievance procedure. In cases submitted to arbitration, the parties shall undertake to select an impartial arbitrator by mutual agreement. If the parties have not agreed upon an arbitrator within thirty (30) days, then the parties may request the Federal Mediation & Conciliation Service to submit a list of seven (7) arbitrators. Thereupon, each party alternately - the Union first - will strike one name from the list until there is a single arbitrator who will be asked to hear the case. Provided, however, that if within ten (10) calendar days after receipt of the list of seven (7) arbitrators it appears both parties agree that none of the persons named on the list are mutually acceptable, then the Federal Mediation & Conciliation Service will be asked to submit a second list of seven (7) arbitrators.



The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement; nor to rule on any grievance which involved any questions other than the alleged violation or interpretation of specific provisions of this Agreement; nor to decide any questions relating to the methods by which operations shall be conducted; nor to change job content or rates.

The decision of the arbitrator shall be final and binding upon the Company, the Union, and the employees. The fees and expenses of the arbitrator shall be divided equally between the parties. If the arbitrator requests a transcript, the cost of the stenographic record made and any transcript thereof shall be divided equally between the parties. Otherwise, each party shall pay its own expenses. If, however, one party requests a transcript of arbitration, the arbitrator is foreclosed from providing the other party with a copy of the transcript unless and until that party pays one-half the cost of the transcription service fee and associated costs.

5. In connection with any individual grievance, which as adjusted, would result in the imposition of financial responsibility on the Company, no adjustment shall be made retroactive for any period extending beyond fifteen (15) days prior to the date on which the individual grievance is first presented in Stage B of the Employee Grievance Procedure.
6. In the event of suspension or discharge of any employee, the Company shall notify the Union President or Chief Steward and, if they are available, afford the employee involved an opportunity to confer with this representative before leaving the plant. Any grievance arising out of such suspension or discharge shall be deemed to have been abandoned and no adjustment therefor shall be claimed unless within two (2) working days after such employee has been notified of such discharge or disciplinary action, the employee shall prepare, sign and file a written grievance with the Union and the Company.

As a general rule, the company will observe the following in its disciplinary procedure: First offense - an oral warning; second offense - a written notice to the employee with a copy to the Union President or Chief Steward; third offense - suspension up to three (3) to five (5) working days; fourth offense - suspension up to and including discharge. Exceptions to the above procedure may be made by the Company in cases of just cause. This progressive discipline applies to all infractions which occur within one (1) rolling year.

7. Representatives of the Company and the Grievance Committee shall meet at the request of either party at a time and date that is mutually acceptable to both parties. Normally, these meetings will not be held more frequently than once per month, but additional meetings may be convened if conditions warrant. These meetings are intended for the purpose of discussing and attempting to settle any open grievances and for the purpose of discussion and making disposition of any other matters which may properly come before the parties. The Company agrees to pay members of the



Grievance Committee at their straight time hourly rates for all hours attending regular or special grievance meetings during their regular working hours.

8. The disposition of all grievance by the Employee Grievance Committee and the Company shall be conclusive on the Union, the Company and on the employees affected.

ARTICLE 7

SERVICE TIME

1. "Company service" is defined as the most recent date of entry of employment with the Company. Any employee entering the represented unit for the first time from another Company position will retain his or her "company service" for PTO, pension, and fringe benefit purposes only and for these purposes only, the "company service" date shall be referred to as the employee's "continuous service" date. For all other purposes, the employee's date of entry into the represented unit shall be his or her "company service" date

Company service will be lost when an employee terminates his or her employment with the Company for any reason.

2. For purposes of PTO and retirement benefits, an employees' company service time shall be computed as of his or her continuous service date. For purposes of job posting, an employee's service time shall be computed as of his or her company service date.
3. Any change in the status of an employee involving transfer and advancement will be based on consideration of his or her company service, qualifications, and tests. When qualifications are equal, company service shall govern.
4. In determining an employee's "qualifications" for the particular job in question, consideration shall be given to (and the term "qualifications" shall be defined as) The employee with the most seniority, who has either previously held the job in the past 18 months and successfully completed the qualification period or passed the current test associated with such job in the past 18 months. An employee does not need to be qualified to be temporarily transferred to a position.
5. Separate departmental lists are to be maintained as follows:

Engineering

CAD Detailer

CAD Designer B

CAD Designer A



Manufacturing
Process Improvement
CNC Programmer
Processor
Job Release

It is agreed that the Company reserves the right to determine the need for and appoint departmental leaders in any department as it deems necessary without regard to any service provisions. Notwithstanding the above, when a reduction in the work force is necessary, department leaders shall be considered with the highest classification they are leading and adjustments will be made in accordance with the provisions of Article 7 - Service Time.

6. Any employee within the represented unit who is hereafter transferred to a position not covered by this Agreement shall have a ninety (90) day qualification period during which the employee may return or be returned to his or her former position. If at a later date the employee is transferred or relieved of such other employment, he or she may be reinstated by the Company in the represented unit and shall assume a job to which the service earned at the time of separation entitles him or her; provided, however, that the employee shall not assume a higher job on the promotion schedule than the one the employee left to assume such position not subject to this Agreement. The employee shall not accrue company service while out of the represented unit but upon return shall receive credit for the company service which had accrued prior to transfer out of the represented unit. Transfers or promotions to positions or classifications not covered by this Agreement will be made wholly at the discretion of the Management.
7. Recognizing that the attainment of greater efficiency of operations, in view of changes in methods or processes or technologies that require particular skills, may make it necessary for the Company from time to time to "upgrade" existing jobs, it is mutually agreed that in cases where the Company may require all new applicants for such job to meet the additional qualifications before they may be assigned to the job; and it is further agreed that the Company shall have the right to require individuals holding such jobs to take additional training to enable them to meet the upgraded qualifications and to pass an appropriate test(s), if required, within the time designated.

Whenever an employee receives job-related training at the Company's expense, and such employee thereafter elects to bid on another position which is at the same or lower labor grade than the current position, he/she will be precluded from bidding to such equal or lower labor grade job for a period of twelve months for each five days of such training received, provided that such training is not transferable to the job upon which he/she is bidding.

8. The Company may create and update reasonable written and/or performance tests for each job. Employees may take a test when there is a job opening they wish to bid on



or if they are being displaced from their job and have the seniority to displace another employee on a different job if they pass the applicable test(s). In addition, the Company will schedule a week in March of each year where any active employee can take any test. If an employee passes the Process Improvement test, the employee will immediately move to a Process Improvement position. If an employee passes any other test, s/he will be qualified (for 18 months) to move to the position associated with the test. A score of seventy-five percent (75%) or higher will be considered a passing score on a written test. Employees who fail a test are precluded from retaking that test for a period of ninety (90) calendar days or until the job associated with that test is posted (whichever occurs later). If an employee fails a test, his or her supervisor will review and explain the results of the test and reason for the failure. The Union may, at its request, select one representative to review the test and/or the test results with the Company.

9. Temporary transfers shall be made on the basis of the employee being paid for the number of actual hours worked at the rate of the job or his/her current rate, whichever is higher.

It is the intent of this paragraph to acknowledge temporary transfers in line with Company and Represented Unit's desire for steady work rather than layoffs.

10. When a reduction in the working force is necessary, employees shall be laid off in accordance with their company service date. In the selection of employees for layoff, the Company shall retain those employees with the greatest company service, provided such employees have the qualifications and are physically able to perform the duties of the job.
11. Employees displaced from their department will be allowed to displace junior employees on other jobs or classifications in other departments within the bargaining unit only if they have the qualifications to do so.
12. Since it is the intent of this provision that job security increase in line with company service, employees who qualify for placement in accordance with this procedure shall not have the option to refuse assignment if such refusal would result in the layoff of a senior employee, either directly or indirectly. The exception to this latter provision would be as he or she elects a voluntary layoff, if offered.
13. Whenever any employee is to be laid off, the Company shall notify the employee and Chief Steward at least twenty-four (24) hours in advance of such layoff, unless such notice is impractical.
14. Except as provided in the following paragraphs, laid off employees shall be rehired in accordance with their company service; this is, the employee with the greatest company service shall be rehired first, etc., provided that the employee rehired must have the qualifications and be physically able to perform the duties of the job which is open.



15. The President of the Union shall have top service time in the office, for purposes of layoff only, during his/her respective term of office, provided s/he has the qualifications to perform available work.
16. New employees shall be considered in a qualification period and their names shall not be placed on the service lists and they shall not have service time until they have been in the employ of the Company for at least sixty (60) working days. During such period the Company may terminate their employment at any time, with or without cause. If they are retained for a period in excess of sixty (60) working days, then their service time shall date from the last date of hiring.
17. An employee shall cease to have service time and his or her name shall be removed from the service list in the event:
 - a. The employee is discharged;
 - b. The employee quits;
 - c. The employee remains laid off for five (5) years;
 - d. The employee is absent from work for three (3) consecutive working days, unless on account of actual sickness or accident, notice of which is given to the HR Manager of the Company before 3:00 P.M. on the third day;
 - e. The employee fails to report back to work within five (5) calendar days after a notice to return to work is sent by certified mail to the employee's last known address on the Company's records;
 - f. The employee is excessively absent or tardy.
18. An employee absent because of a legitimate workplace injury shall accumulate continuous service, provided he or she returns to work within three (3) calendar days after the end of the period for which workmen's compensation is payable to him or her.
19. When an employee is incapacitated in his or her regular work by injury or compensable occupational disease or by non-occupational sickness, injury or disease, while in the employ of the Company, the employee may, in the discretion of the Company, regardless of service time, be employed in any other work which he or she can do.
20. When a plant-wide layoff is necessary, the Company may allow voluntary layoffs within a job classification and department equal to the number reduced in that classification and department only. Such temporary layoff shall extend for sixty (60) calendar days or the necessary length of the layoff if sooner. This voluntary layoff may be extended by mutual agreement of management and the employee for up to thirty (30) days at a time. Subsequent temporary layoff of sixty (60) calendar days may take place by mutual agreement of the parties. If it becomes necessary to recall employees on voluntary layoff prior to expiration of said layoff, it shall be done by seniority and job classification.



ARTICLE 8

JOB POSTING

1. A job not being performed due to absenteeism, illness or leave of absence for whatever reason will not be considered as a job vacancy unless mutually agreed by Company and Union. Such jobs, if the Company desires to have them performed on a temporary basis, can be filled by the Company by a temporary job posting, by temporary transfers, by temporary hiring, or by other job assignments as permitted by the contract. Temporary hires will not be used, however, while qualified workers are on layoff status.

If the Company elects to fill such vacancy by a temporary posting, it will be posted as a temporary posting and why. When the employee on such leave of absence returns to work, it shall be to his or her former position and the employee who accepted the temporary position will return to his or her former job providing the acceptance of the temporary position had upgraded him or her.

Any position created as the result of a temporary job posting, if the Company desires to fill such position on a temporary basis, can be filled by the Company by temporary transfers, by hiring or by job assignments as permitted by the contract.

If for any reason the absence continues past twelve (12) months, then the temporary posting shall become permanent. If for any reason the employee on leave of absence terminates employment prior to the twelve (12) month period, then the temporary posting shall be reposted as a permanent posting.

Whenever the Company declares a job open, except for those jobs which are not subject to bid, such job shall be posted for two (2) working days.

Exceptions to any of the above stipulations in this Article covering postings, transfers, time, etc., may be made by mutual consent of both parties.

- a. Bids will be awarded to the most senior employee that is qualified to perform the job.
- b. Any employee acquiring a job under this Article shall be considered to be in a qualification period in his or her new classification for a period of up to forty-five (45) working days, which may be extended for up to an additional forty-five (45) working days upon mutual agreement of the employee and his or her supervisor, and in the event of unsatisfactory performance in this classification during this period and/or not meeting the qualifications, may be returned to the former classification and rate at any time.
- c. Whenever an employee bids for and acquires a job and cannot fulfill the job requirements or voluntarily requests a return to his or her old job during the forty-five (45) work day qualification period, this employee forfeits all bidding rights under this Article for a period of six (6) months.



- d. Any employee acquiring a job under this Article shall complete the qualification period before being eligible to bid on another job, unless he or she bids on another job in a higher labor grade. If the employee does bid on a job in a higher labor grade and commences the qualification period in such job, the employee thereby forfeits all rights to the job he or she was filling on a qualification basis at the time of so bidding on a job in a higher labor grade.
- e. When conditions warrant a decrease in the working force in a department involving permanent transfers of employees, such employees shall have first preference if same job reopens within eighteen (18) months.
- f. It is the employee's responsibility to keep Human Resources informed in writing of any job he or she may be interested in and qualified for through job posting should same be available while the employee is absent for any reason whatsoever. Forms for such notifications shall be available in Human Resources.
- g. It is the purpose of this Article to enable those employees with service time and qualifications to advance in labor grade. Employees bidding for jobs in the same or lower labor grade will only be allowed one (1) such move during any one (1) year.

The Company will offer the job to the successful bidder within two (2) working days and the successful bidder must accept the job.

ARTICLE 9

LEAVE OF ABSENCE FOR MILITARY SERVICE

1. Any employee with a company service date who enters into active service in the armed forces of the United States, as defined below, will be given a leave of absence for such period. Company service will be accumulated during such period of military service. Upon the termination of such service, the employee shall be offered re-employment in his or her previous position or a position of like service time, status and pay, unless the circumstances have so changed as to make it impossible or unreasonable to do so; in which event the employee will be offered such employment in line with his or her service time as may be available which the employee is capable of doing at the current rate of pay for such work, provided said employee meets the following requirements:
 - a. Has not been dishonorably discharged,
 - b. Is physically able to do the work,
 - c. Reports for work within ninety (90) days of the date of such discharge, or ninety (90) days after hospitalization continuing after discharge providing such illness does not continue for more than one (1) year.
2. As used in this Article "active service in the armed forces of the United States" is defined as and limited to:



Volunteering or being called into service as a member of the Army, Air Force, Coast Guard, Navy or Marine Corps (including any employee called to active duty as a member of a reserve component of the armed forces), provided that in time of peace such service, for the purposes of this Agreement and any military leave of absence issued pursuant to the terms thereof shall not exceed the original term of the enlistment of the volunteer or draftee, including any extension thereof resulting solely from governmental action.

ARTICLE 10

WORK HOURS AND WAGES

1. The regular workweek shall start at 11:00 P.M. Sunday evening and continue seven (7) consecutive days thereafter. The normal shifts shall be from 6:00 A.M. until 2:30 P.M., 7:30 A.M. until 4:00 P.M., 8:00 A.M. until 5:00 P.M. (1 hr. lunch), 2:30 P.M. until 11:00 P.M., and 11:00 P.M. until 7:00 A.M., Monday through Friday, subject to changes from time to time in the discretion of Management. Variations of this regular shift will occasionally be necessary in some areas.

When more than one shift is used on a job, employees will have the option of requesting assignment on the afternoon or midnight shifts. If no employees volunteer for such assignment, the senior employees in the occupation will be afforded the ability to select the shift to which they will be assigned on a regular basis.

2. All employees shall receive their pay every Thursday for all work done up to and including the preceding workweek. When payday falls on a holiday, all employees shall receive their pay on the day preceding the holiday.
3. All hours worked in excess of forty (40) hours per week will be paid at the rate of one and one-half times the hourly wage. PTO and holidays shall be counted as hours worked in computing weekly overtime. When any such hours in excess of forty in a work week fall on a Sunday, the premium payable will be two times the employee's hourly wage.
4. For all hours worked on the contract holidays, employees shall be paid one and one-half times their hourly wage plus the holiday pay which is eight times the employee's hourly wage. The premium for holiday pay will apply to any hours worked on the workday which coincides with the calendar day on which the holiday is observed.
5. The payment of overtime for any hour excludes that hour from consideration of overtime payment on any other basis.
6. For hours worked on the regularly scheduled afternoon or midnight shift, a shift premium of forty-five cents (\$.45) per hour shall be paid. When an employee is required to work a split shift, his or her hourly wage shall be the rate of pay for the normal operating shift in which the greater number of hours have been worked. When



the hours of work fall equally into two periods, the higher premium shall be paid for all hours worked.

7. The Company agrees to adjust wages as follows:

Effective 4 May 2015 – Increase base wages by 5%
Effective 2 May 2016 – Increase base wages by 1.5%
Effective 1 May 2017 – Increase base wages by 1%
Effective 7 May 2018 – Increase base wages by 1%

The hourly wage of "Leader" classification shall be sixty cents (\$.60) per hour above the highest hourly rate paid in the department in which he or she is acting as Leader.

Whenever management establishes a new job, it will present the Union with a job description which enumerates the duties of the new job or the changes in primary duties of the existing job. Thereafter, the parties will meet within thirty (30) days to jointly evaluate the new or changed job. If the parties agree on the applicable labor grade, it will be made retroactive to the first day the new or changed job was implemented. If the parties cannot agree on the applicable labor grade, the Company will implement its suggested labor grade and the Union will have the right to file a grievance in accordance with Article 6 of this agreement. Should the Union fail to take such action within the time limits stipulated therein, the wage established by the Company will not be subject to change during the term of this agreement.

8. Overtime shall be rotated between the employees in the various departments and specific classifications whenever practicable. However, the operator or employee working on assignments which require overtime shall receive first priority to perform overtime work before such overtime assignment shall be distributed among other employees. The Union is responsible for tracking overtime and letting the Company know who shall receive overtime. Whenever practicable, based on Union notice, the Company will give the employee at least three (3) hours of prior notice when he or she is scheduled to work overtime.

The Union recognizes the Company's right to require a reasonable amount of overtime, and will not condone any concerted action or refusal of overtime.

ARTICLE 11

HOLIDAYS

1. Each employee in the represented unit having attained "Company Service" shall be paid holiday pay equal to eight times the employee's hourly wage. Those employees who have not yet attained "Company Service" will not receive the holiday pay. The ten (10) paid holidays are New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, December 24th, Christmas Day, December 31st, and one (1) floating holiday with the concurrence of the employee's



supervisor. Furthermore, it is agreed the Company and the employee may mutually agree to exchange the Friday after Thanksgiving holiday for one (1) floating holiday.

Holiday pay shall be paid when an employee performs all scheduled work on the last regularly scheduled workday prior to and the next regularly scheduled workday after the holiday unless excused for immediate family bereavement (parent, spouse, child, brother, sister), jury duty, or illness. If management suspects abuse, they may require a doctor's statement certifying inability to work.

2. When any of the above-enumerated holidays fall on Sunday and the day following is observed as the holiday by the State or Federal Government, it shall be paid as such holiday. In addition, if New Year's Day and Christmas Day fall on Saturday, the following Monday shall be considered the holiday, and if December 24th and December 31st fall on a Saturday or a Sunday, the preceding Friday will be considered the holiday.
3. Employees regularly scheduled to work and who have such holiday work assignment and then fail to report for and perform such work shall not receive pay for the holiday.

ARTICLE 12

INSURANCE

Employees are eligible to participate in the health, dental, life and disability insurance coverages maintained by the Company for its salaried and non-union hourly employees in accordance with the eligibility, participation and contribution criteria listed in those policies. The eligibility participation and/or contribution criteria may be modified or eliminated by the Company, but only to the same extent that such changes or eliminations are also made for all salaried and non-union hourly employees of the Company.

ARTICLE 13

PENSION PLAN

1. The normal monthly retirement benefit shall be thirteen (\$13.00) dollars for each year of Credited Service.
2. This pension plan shall be administered by Besser Company. A booklet describing a summary of the plan will be distributed to all employees.
3. It is further agreed that this pension plan shall continue to meet the requirements imposed by ERISA and the Federal Income Tax Laws as a condition of the deductibility for income tax purposes of the Company's contribution.
4. On or after 1 January 1992, a Member retiring on his/her Early Retirement Date who has attained age 62 with thirty (30) years of Besser Company service, as of such Early Retirement Date, shall be deemed to have retired on his Normal Retirement Date.



5. Any employee retiring before the age of 62, regardless of length of service at retirement, will have his/her pension reduced according to the following formula: 5/9ths of 1% for each complete calendar month by which such employee is under age sixty-two (62) but over age sixty (60) plus 5/18ths of 1% for each complete calendar month by which such employee is under age sixty (60) but over age fifty-five (55) at the time his/her retirement benefit commences.
6. The Pension Plan was frozen effective 14 May 2007. No employees hired on or after the effective date may participate in this Plan. Further, no employment on or after the effective date will constitute Credited Service for retirement benefit calculation, with the exception that all eligible employees will be given a full year of Credited Service in 2007. Employment after the effective date does count for purposes of vesting and eligibility for normal or early retirement, but only at the benefit rate resulting from Credited Service before the effective date. The Company may terminate the Plan at any time in its sole discretion, provided that if the Plan's assets are not sufficient to satisfy its obligations for Plan benefits, the Company will contribute to the Plan the additional amount necessary to ensure that the Plan's assets are sufficient to satisfy all benefit liabilities. Upon termination, the Plan assets will be distributed to participants in accordance with the terms of the Plan and applicable law.

ARTICLE 14

BOILERMAKERS PENSION PLAN

1. The Employer agrees to and shall be bound by the Trust Agreement creating the Boilermaker-Blacksmith National Pension Trust and all amendments now or hereafter approved by the Board of Trustees, said Agreement and amendments are incorporated by reference and made a part of this agreement as if affixed hereto. The Employee and Union, however, will continue to meet and bargain over the continuation of and/or withdrawal from the Boilermaker-Blacksmith National Pension Trust and any alternatives to the Boilermaker-Blacksmith National Pension Trust. This topic remains an open topic for bargaining during the term of this Agreement.

Hours paid is defined as regular hours, overtime hours, PTO hours, holiday hours and excused hours.

Effective 14 May 2007, the employer contribution will be increased to one dollar and twenty-eight cents (\$1.28) per hour paid.

Employees newly hired after May 1, 2012, who were not previously covered by the Boilermaker-Blacksmith National Pension Trust will not be considered covered employees for purposes of the Boilermaker-Blacksmith National Pension Trust and will not become a participant in or receive any benefit from the Boilermaker-Blacksmith National Pension Trust unless such exclusion is prohibited by the Boilermaker-Blacksmith National Pension Trust under Sections 432(d)(1)(A), 432(d)(2)(B), or 432(f)(4)(A) of the Internal Revenue Code, which do not allow the Boilermaker-



Blacksmith National Pension Trust to accept such an exclusion if the Boilermaker-Blacksmith National Pension Trust is in endangered or critical funding status.

If the exclusion of newly hired employees is prohibited by the Boilermaker-Blacksmith National Pension Trust as provided in the previous paragraph, employees who are newly hired while the trust is in endangered or critical funding status who were not previously covered by the Boilermaker-Blacksmith National Pension Trust will be eligible to participate in the Boilermaker-Blacksmith National Pension Trust according to the terms of the Trust Agreement and this agreement, and the exclusion of newly hired employees who were not previously covered by the trust shall become effective when the trust is no longer in endangered or critical funding status. The exclusion will only apply to employees newly hired after the Pension Trust is no longer in endangered or critical funding status, who were not previously covered by the Pension Trust.

Employees will cover the cost of any surcharge assessed by the Boilermaker-Blacksmith National Pension Trust through wage deductions or other means.

ARTICLE 15

PAID TIME OFF

Effective January 1, 2012 PTO pay will be earned as follows:

1. **PTO Eligibility.** In order to be eligible for paid time off (PTO), an employee must be full-time and must have completed his probationary period. The terms of the Company's PTO policy will be governed by the Besser Company Paid Time Off Policy, except as modified by this Agreement. This Policy may be modified by the Company from time to time.
2. **Accrual and Payment of PTO.** Accrual of PTO is based upon paid hours up to 2,080 hours per year, excluding overtime. (See Table below) Length of service determines the rate at which the employee will accrue PTO. Employees become eligible for the new hire accrual rate on the first day of the month in which the employee's anniversary date falls.



YEARS OF SERVICE	PTO Accrual per hour	Monthly PTO Accrual	Annual PTO Accrual	Maximum PTO Accrual
0	.0192	3.33 hours	39.94 hours	40 hours
1 – 4	.0462	8.00 hours	96.09 hours	128 hours
5 – 9	.0600	10.40 hours	120.80 hours	152 hours
10 – 14	.0692	12.00 hours	143.94 hours	176 hours
15 – 19	.0769	13.30 hours	159.95 hours	204 hours
20 – 24	.0865	14.99 hours	179.92 hours	224 hours
25 +	.0981	17.00 hours	204.05 hours	248 hours

Employee's accrued time is based upon the rate of accrual per hour, shaded in gray area above.

Annual PTO accruals are based on an employee having 2,080 paid hours per year (40 hours per week). No PTO hours will accrue beyond the maximum accrual hours listed above. PTO may be used in one (1) hour or greater hourly increments.

The above-listed maximum PTO accruals will not apply until June 1, 2012. If an employee is above the Maximum PTO Accrual on June 1, 2012, the employee's bank will go to the Maximum PTO Accrual amount and the Company will pay the employee for all hours over the Maximum PTO Accrual.

ARTICLE 16

EXCUSED ABSENCE

1. Sick Leave Bank

If an employee has any days remaining in his/her sick bank at the time such disability leave commences, he/she may access those days for the following purposes only:

1. Existing Sick Bank days may be used to cover the period between the last day of work and the first day that the STD plan provides benefits.
2. Existing Sick Bank days may be used to supplement the STD benefit up to 100% of the employee's base wage (i.e.: to cover the difference between 60% and 100% of weekly earnings.)

2. Jury Duty Leave

Employees required to serve on jury duty or report for selection during working hours will have the difference between the amount received for such jury duty and the pay lost for time actually spent on jury duty to a maximum of eight (8) hours per day at his/her straight time hourly rate of pay. All time paid for jury duty shall be used in computing weekly overtime.



3. Bereavement Leave

An employee upon the notification of the death of his/her father, father-in-law, stepfather, mother, mother-in-law, stepmother, brother, half-brother, brother-in-law, sister, half-sister, sister-in-law, spouse, son, stepson, daughter or step-daughter, grandparents (including spouse's), or grandchildren may be granted up to three (3) consecutive scheduled working days off with pay.

ARTICLE 17

LEAVES OF ABSENCE

1. Upon written application to the Human Resources Department stating the reasons for the request for a leave of absence, a leave of absence may be granted to an employee without loss of company service; such leaves of absence shall not exceed ninety (90) days. The Company shall furnish written notice to the Union of leaves of absence granted.

ARTICLE 18

SAFETY AND HEALTH

1. The Company agrees it will make reasonable provisions for maintaining standards of safety and health in the office.
2. Union appointed safety representative may contact the Human Resources Manager at any time to investigate safety and health conditions which have not been corrected by going through the supervisor of the area. When a federal or state safety inspector conducts an office safety inspection or investigation, one designated office union representative shall accompany the inspector and Company representative with no loss in pay.
3. The Company agrees to pay the cost of standard prescription safety lenses with a standard safety frame up to the specified limit in accordance with Company policy.
4. The Company agrees to allow employees to participate in the safety shoe program up to the specified limit in accordance with Company policy. Forms explaining the program are available in Human Resources.

ARTICLE 19

GENERAL PROVISIONS

1. A regular bulletin board shall be provided by the Company for the posting of notices by the Union, but nothing shall be posted thereon reflecting upon the Company or its policies. All notices posted thereon, except notices of the Union's meetings or



elections, results of elections or appointment of officers, shall first have the approval of the Human Resources Manager of the Company.

2. The Company shall have the right to enforce the present office and safety rules, and to adopt new rules from time to time not in conflict with the provisions of this Agreement; provided, however, that any enforcement which results in discipline or discharge shall be subject to the Employee Grievance Procedure.
3. If any provision of this Agreement is held invalid due to existing or future Federal or State legislation, the remainder of this Agreement shall not be affected thereby.
4. As used in this contract all pronoun reference (e.g. "they" or "their") shall be deemed to include the feminine as well as the masculine.
5. It is the intent of the Company that all supervisory, technical staff and clerical workers not covered by this Agreement will not be used to permanently displace represented unit personnel but it is recognized that because of advances in technology and the need for flexibility for competitive purposes some of these workers may perform some represented unit duties in the course of their regular work to promote efficient operations.

It is mutually agreed that in those areas where problems arise under this paragraph, a meeting (to be called at the request of either party) will be held to seek a solution to the problem. The Bargaining Committee will represent the Union at such meeting.

6. Without the requirement of posting, students may be hired during their vacation or semester breaks but shall not be kept in the employ of the Company in excess of one hundred twenty (120) consecutive days. Students will not be hired under this provision if any bargaining unit employees are on layoff. In addition, students employed under this provision will not be eligible for employment in the bargaining unit unless they pass the test for the job for which they are being considered.

Students hired under this provision shall have no re-employment rights. These student employees shall have no bidding rights and may be utilized by the Company in either covered and exempt positions or both. Further, these student employees shall be eligible for straight-time pay, overtime and holiday pay but shall not be entitled to any other fringes and benefits as provided in this Agreement. These temporary students shall receive at least a minimum of 70% of the lowest weekly wage set forth in the contract. An exception to the 120-day provision would be a co-op or internship type of college program and any involvement in this type of program would be reviewed with the Union in advance.

7. Hereafter the Company will inform the Union when it becomes necessary to reduce the workweek and discuss the reason and extent of such reduction. The Company agrees the workweek will not be reduced to less than four (4) normal workdays per week. This reduction shall not exceed more than eight (8) weeks in any calendar year. It is the intent to work as few temporary short workweeks as possible and if



conditions do not improve, discussions will be held with the Union to plan a reduced work force in order to preserve the standard workweek for the employees remaining on the payroll. Exceptions to the above may be made by mutual agreement. The annual inventory week will not be considered as one of the eight (8) short workweeks. When the workweek is reduced, the weekly wage shall be reduced accordingly.

8. When it becomes necessary for represented unit employees to perform work for the Company out of the city, these employees shall be paid for all actual time worked on that assigned job and reimbursed for expenses incurred under existing expense account procedure.

All represented unit employees who spend time away from the plant on informative or education trips approved by the Company shall be paid for a regular working day for all days spent away from the plant in addition to being reimbursed for expenses incurred under existing expense account procedure.

Consistent with the above, any travel time associated with such assignment shall be considered to be hours of work. It is understood that the Company reserves the right to verify such hours and to schedule the most effective means of travel.

9. In the event an employee is selected by any labor organization with which the Union is affiliated to perform any task which necessitates a leave of absence, he or she shall be granted such leave of absence without pay and plant service shall accumulate. If at a later date this employee returns to work, he or she shall then be reinstated by the Company in the represented unit and shall assume a job to which the employee's service time entitles him or her; provided, however, that the employee shall not assume a job higher on the promotion schedule than the one he or she left to take a leave of absence. His or her original plant service date shall apply to job posting, PTO eligibility and layoff procedure. Not more than one (1) employee shall be on leave of absence under the provisions of this clause.
10. Employees elected or appointed to a political office shall be granted a leave of absence for their term of office and shall retain but not accumulate company service during such leave. If the political office is not a full-time job, the employee shall be granted leaves of absences not to exceed thirty (30) days per year to perform the part-time function of his or her office and shall accumulate company service during such temporary leaves. Not more than one (1) employee shall be on leave of absence under the provisions of this clause.
11. When a temporary job opening occurs which, in all probability, will require an individual's services for a period of no more than nine (9) months, the Company shall notify the officers of the represented unit of its intent to fill the position with a non-permanent employee. It is understood that employees hired for part-time positions will be subject to the same testing requirements that applies to full-time employees. The nine (9) month time period for this temporary job opening may be extended by mutual agreement between the Union and management. Employees hired under this



provision will qualify for health and welfare benefits in the same manner as permanent employees.

No temporary employees will be hired under this provision during periods that qualified members of the bargaining unit are laid off.

Furthermore, if the need for the position ceases to exist during this period, the temporary employee may be separated and shall not have accumulated any Company or departmental service rights relative to recall. If the need for the temporary position exists beyond nine (9) months and/or the extension, the job shall be posted in accordance with Article 8. The temporary employee shall be considered a regular employee and his/her Company and departmental service date will be considered to be the original date of hire.

In the event an employee hired under this Article is normally scheduled to work thirty-two (32) hours, or less, per week, he/she will be considered to be a part-time employee, and will not qualify for any benefits under the provisions of Article 12 of this agreement. Any other benefits earned by virtue of part-time employment will be pro-rated based upon hours worked compared to a normal forty (40) hour week. The duration of this employment may extend beyond the periods indicated above. In the event of a layoff or force reduction, employees hired under this provision will be laid-off before any permanent, full-time employees are affected. In the event that an employee hired under this provision is subsequently assigned to a full-time position, his/her service date will be considered to be the original date of hire. It is not the intent of this provision to replace full-time positions with part-time employees.

12. Temporary help from organizations established to furnish such services may be utilized up to a maximum of sixty (60) work days or the equivalent number of hours associated therewith (480). Temporary help will not be used, however, while qualified employees are on layoff status.
13. The Company and the Union agree that both parties will abide by the Company's conflict of interest policy in effect on 1 May 2004.

ARTICLE 20

BESSER COMPANY 401(K) SAVINGS PLAN

Section 401(k) Plan: Employees with seniority will be eligible to participate in the 401(k) retirement plan maintained by the Company for its salaried and non-union hourly employees in accordance with the eligibility, participation, and contribution criteria for that plan. The terms of the plan, eligibility, participation and contribution criteria may be modified or eliminated by the Company, but only to the same extent that such changes or eliminations are also made for all salaried and non-union hourly employees of the Company.



ARTICLE 21

WAIVER

In consideration of the matters contained herein, it is agreed that, for the duration of the contract, the Union shall not make any demand as to, and the Company shall not be required to bargain with the Union as to wages, hours, or other terms or conditions of employment, to become effective prior to the termination of this contract, regardless of whether this contract does or does not include in detail or otherwise the subject matter as to which a demand to bargain may be made while the contract is in force. The foregoing shall not affect the operation of the employee grievance procedure set forth herein.



ARTICLE 22

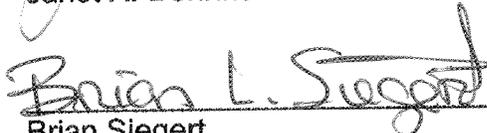
TERMINATION

The terms of this Agreement shall become effective 1 May 2015, except as otherwise noted, and continue until 1 May 2019. The Agreement shall then continue unless and until either party shall give the other sixty (60) days notice of its desire to change or terminate the Agreement.

BESSER COMPANY



Janet A. Behnke



Brian Siegart

INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, CEMENT, LIME,
GYPSUM, AND ALLIED WORKERS
DIVISION, AFL/CIO -- LOCAL D-472



Roland Domke, Union President



James Kline, Chief Steward



Curt McLaren, Bargaining Committee
Member at Large

#12586021



BESSER OFFICE LABOR GRADES AND JOB CLASSIFICATIONS

LABOR GRADE

JOB TITLE

Engineering

8

CAD Designer A

5

CAD Designer B

1

CAD Detailer

Manufacturing

8

Process Improvement

7

CNC Programmer

6

Processor

5

Job Release



BESSER COMPANY
HOURLY WAGES - OFFICE EMPLOYEES

<u>Labor Grade</u>	Effective on 4 May 2015	Effective on 2 May 2016	Effective on 1 May 2017	Effective on 7 May 2018
8	\$23.57	\$23.92	\$24.16	\$24.40
7	\$22.23	\$22.56	\$22.79	\$23.02
6	\$21.09	\$21.41	\$21.62	\$21.84
5	\$20.55	\$20.86	\$21.07	\$21.28
4	\$19.47	\$19.76	\$19.96	\$20.16
3	\$18.93	\$19.21	\$19.40	\$19.59
2	\$18.39	\$18.67	\$18.86	\$19.05
1	\$16.77	\$17.02	\$17.19	\$17.36

