

AGREEMENT

Between

CARDONE INDUSTRIES, INC.
Dallas Area, Texas

And

CHEMICAL AND PRODUCTION WORKERS

UNION LOCAL NO. 30

Effective Date: June 1, 2019

Expires: May 31, 2024

This Agreement entered into this 5th day of June 2019, by and between Cardone Industries, Inc., TIA A-1 Remanufacturing, Philadelphia, Pennsylvania (hereinafter called "Employer" or "Company") and Chemical and Production Workers Union Local No. 30, (hereinafter called "Union").

Whereas, the parties hereto desire to establish the standard of wages and conditions under which members of Union shall work for Employer during the term of this Agreement; and mutually agree upon certain salutary terms and provisions to guide in the amicable and beneficial execution of this Agreement, realizing it to be the best method of creating a thorough understanding between Employer and employees.

Now, therefore, in consideration of the mutual covenants herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Employer agrees, and does hereby recognize Chemical and Production Workers Union Local No. 30, as the sole bargaining agent for all union of the regular part time and regular full time production and maintenance employees located at the Employer's Dallas Area, Texas facilities (hereinafter referred to as the "employees"), and excluding all other employees including, but not limited to, office clerical employees, office professional employees, field salesmen, vice presidents and other corporate officers, operations managers, supervisory employees, and confidential employees, in negotiations between Employer and such employees with reference to hours, wages and working conditions. Employer further agrees that this Agreement shall govern the relationship between the Employer and the employees in the above defined bargaining unit.
2. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, after the thirtieth (30) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, after the thirtieth (30) day following the beginning of such employment, become and remain members in good standing in the Union.

For purposes of this Agreement, the term "good standing" means the payment or tender of periodic dues uniformly required as a condition of retaining membership in the Union, or the payment of agency fees for those not wishing to become a member.

It is further understood that Employer may discharge, with or without cause, any employee during the first ninety (90) working days of employment.

Employer reserves the right to be the sole judge of the fitness of all employees for the work required.

3. If anything in any prior Collective Bargaining Agreement between the parties is inconsistent with this Agreement, this Agreement shall govern.

4. It is also understood and agreed that the present high standard of efficiency of production quotas and quality standards must be maintained. Methods of production, standards for quality and quotas shall be determined by Employer and subject to input by the Union.
5. Employer is empowered to hire and has the right to discharge any employee for just cause, including but not limited to, dishonesty, violation of the Employer's drug testing or substance abuse policy, being intoxicated or under the influence of alcohol, narcotics or other drugs on the Employer's premises, using a Company vehicle or while on duty, continued and frequent absence from work without permission, inability to meet production quotas and quality requirements, and failure to comply with company rules.

Employer reserves the right to terminate employees who are unable to return to work from a leave of absence and perform the essential functions of the position with or without reasonable accommodation.

Employer's drug testing policy will also include random drug testing for licensed power equipment operators, regardless of the type of power equipment being operated. These positions have a higher duty of care and those found in violation of the Company drug testing policy will be subject to termination.

6. Employer shall have the right to determine the number, character, and mix of positions to be filled by employees for temporary, part-time, and full-time positions. If it is necessary to curtail the working forces, seniority shall rule in the event of layoffs on the basis of department or production lines; provided, however, Employer shall have the right to disregard seniority whenever the physical fitness, skills, job knowledge and/or ability to meet production quotas and quality requirements of the individual employee, or the employee's high A&T or poor discipline record justify such action.
 - Seniority will be defined as an employee's length of CARDONE service, rather than an employee's length of time in a given department/product line. Thus, when a staff reduction in a given department/product line is deemed necessary by the Company, the employees with the least amount of Company seniority will be laid off. Such laid off employees will have the right to replace an under ninety day employee in the same department/product line.
 - Whenever there is a permanent job opening in the plant the Company shall be under an obligation to post such opening on the Union Bulletin Board for a period of forty-eight (48) hours. An employee desiring to apply for any opening must make his/her application within the forty-eight (48) hour period. If no employee desires the job, the Company shall be free to take whatever action it deems appropriate. If one (1) or more employees apply for any opening, the Company shall be required to use its best efforts to give said job to the employee with the most seniority; provided said employee has the skill and ability to perform the job. If for any reason the Company fails to select anyone from the plant for any particular job, the Union reserves the right to set forth its position to the Senior Human Resources Director or his/her duly authorized designee. If, after such meeting the Senior HR Director or his/her duly authorized designee still disagrees with the Union, the Company's

determination of who should be given the job shall be subject to the grievance process. The Company is not obligated to post subsequent positions, which become available due to current employees filling positions, which were posted pursuant to this provision.

- No other seniority related provision is affected by this change in the definition of seniority.
 - “In the event of production decrease, free-ups will be made in the following order: seasonal, temp, under-90 day worker, part-time, full-time. A Part-time worker can be bumped within the product line only.”
7. The management of the plant and the direction of the working forces, including but not limited to, the right to hire, suspend, discipline or discharge, promote or transfer, assign and allocate work, improve efficiency by automation, technological and other changes, and the right to lay-off employees because of lack of work or for other reasons, is vested exclusively in Employer; provided, however, this provision shall not be used for purposes of discrimination against any member of Union or in violation of any of the terms of this Agreement.

In particular, Employer reserves and retains, solely and exclusively, all of its inherent rights to manage the business, as such rights existed prior to the execution of this or any other previous agreement with the Union. The sole and exclusive rights of management shall include, but are not limited to, its right to establish, continue, discontinue, or change policies, practices and procedures for the conduct and/or operation of the business; the right to determine and from time to time redetermine the number, location and types of its facilities or operations, as well as the methods, processes, equipment and materials to be utilized; to regulate the quality and quantity of work of its employees; to discontinue temporarily or permanently and either in whole or in part, the conduct of its business, its processes or operations; to contract out or subcontract work; to relocate or transfer work among Employer's facilities; to determine and from time to time redetermine the number of hours per day or per week that operations shall be carried on; to select and to determine the number and types of employees required for the positions at a facility, to staff shifts and to perform tasks; to assign and reassign work to employees and the location at which such work will be performed in accordance with the requirements determined by management; to determine and from time to time redetermine qualifications for positions and whether an employee assigned or to be assigned to a position meets the qualifications of the position; to establish and modify work schedules, work assignments, location assignments, and productivity standards; to establish and modify the starting and quitting times and the breaks and meal times for employees; to determine and from time to time redetermine training programs to be offered or required for employees; to establish and modify job classifications; to determine the equipment to be utilized in its operations; to transfer, promote, or demote employees; to lay off, terminate, or otherwise relieve employees from duty for lack of work or other business reasons; to enact, modify and enforce reasonable work rules; to enact, modify and enforce reasonable safety rules including, but not limited to, drug and alcohol or substance abuse policies and procedures; to suspend, discharge, or otherwise discipline

employees; and otherwise to take or refrain from taking such actions or measures as management may determine to be necessary or appropriate for the orderly, efficient and/or productive operations of the business.

8. The "work week" shall consist of the following: eight (8) hours shall constitute a day's work; forty (40) hours shall constitute a week's work. The work week shall begin on Sunday and run for the seven consecutive days ending the following Saturday. All the time worked in excess of forty (40) hours in one (1) week shall be paid at the rate of time and one-half. Worked performed on Saturday shall be paid at the rate of time and one-half, only if an employee has already worked forty (40) hours within that particular week.

A one-half hour unpaid lunch period shall be provided for, exclusive of the hours worked in any given day. An option also will be left open for an alternative work week to consist of less-than-thirty (30) hours, with all of the foregoing particulars pro-rated to a thirty (30) hour block with the exception of health care.

Whenever so requested by Employer with two (2) hours notice, it shall be mandatory for employees to work overtime.

9. The Company agrees that employees shall receive vacation with pay in accordance with the following schedule:

<u>Length of Service (LOS)</u>	<u>Length of Vacation (LOV)</u>
1 year	1 week
2 years	2 weeks
8 years	3 weeks
12 years	4 weeks

Employees who have worked continuously for one (1) year shall receive five (5) days' vacation at forty (40) hours straight time pay. Employees who have worked continuously for a period of two (2) years but less than eight (8) years shall receive ten (10) days' vacation at eighty (80) hours straight time pay. Employees who have worked continuously for eight (8) years or more shall receive fifteen (15) days' vacation at one hundred and twenty (120) hours straight time pay. Employees who have worked continuously for twelve (12) years or more shall receive twenty (20) days' vacation at one hundred and sixty (160) hours straight time pay. The date for computing length of service for determination of employee's rights to vacation shall be on the anniversary of when the employee was hired.

The vacation period shall run from January 1st to December 31st. Employees shall have the right to select their vacation period based on seniority. Employees shall be able to take two (2) weeks at a time. Employees are encouraged to use their accrued vacation time during the calendar year. Unused vacation time will not be carried over from one year to the next.

The Company shall have the right to shutdown its plant during the vacation period but if it elects this course of action it shall be obligated to notify all the employees at least sixty (60) days in advance of the plant shutdown for vacation purposes. Employees must use one (1) week of vacation for the week between Christmas and New Year's Day. The remainder of unused vacation can be used at a mutually agreed time between the employee and Employer within the calendar.

In the event an employee terminates his employment for any reason(s) whatsoever, or is terminated and the employee has passed his anniversary date, is eligible for vacation pay but has not yet received all said vacation pay, then the employee shall be paid for his number of eligible unused vacation days upon termination. All questions concerning vacation pay under this Section shall be resolved in accordance with pertinent Texas law.

10. Holidays shall be granted to employees with full pay. Said holidays shall be:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
July 4th	Christmas Eve
	Christmas Day

or days celebrated as such, for which eight (8) hours straight time pay shall be paid even though no work is performed; provided however, that such employees shall have worked the entire scheduled working day immediately before and the entire scheduled working day immediately after the holiday. Employees who work on a holiday to which they are entitled shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay and will have the option to be paid for the holiday on which they worked or defer it to be used at a later date as a substitute day off with pay which is scheduled with the approval of management. In the event an employee is scheduled to work on a holiday and fails to report for such scheduled work, he shall not be entitled to the holiday pay although the holiday may fall outside of the regularly scheduled work week.

To be eligible for holiday pay, an employee must be employed for a minimum of thirty (30) calendar days prior to the holiday's observance.

Upon completion of ninety (90) working days of service, employees shall be entitled to two (2) personal days per contract year (non-cumulative).

11. An employee will be able to use up to four vacation days in a calendar year in order to be paid for time lost from work. (The company reserves the right to increase upward the number of vacation days based on sick day policy revisions to be legally compliant.)
- To accomplish this, personal days will be taken individually, not Company-wide.
 - The Company's approval is to be obtained in advance, except for emergency situations.

- c. Employees who go on FMLA must use their available vacation time, rather than having the option to use vacation time or be unpaid, to the extent permitted by law.
12. Employer agrees to pay employees classified on Schedule "A," attached hereto, the wages as stipulated in said Schedule "A" which provides for the following minimum increases effective on the following dates:
- | | |
|------------------------|-----------------|
| Effective June 1, 2019 | \$0.75 per hour |
| Effective June 1, 2020 | \$0.75 per hour |
| Effective June 1, 2021 | \$0.75 per hour |
| Effective June 1, 2022 | \$0.75 per hour |
| Effective June 1, 2023 | \$0.75 per hour |
13. The Company will pay a shift differential of \$.40 per hour for employees who regularly work the evening or night shift.
- a. Evening shift is defined as a start time of 1:30 p.m. or later and an end time between 10:00 p.m. and midnight.
 - b. Night shift is defined as a start time between 10:00 p.m. and midnight and an end time between 7:30 a.m. and 8:30 a.m.
 - c. Employees who are temporarily assigned for a minimum of one week will also be paid.
 - d. The shift differential will be included in the calculation of overtime (in accordance with the Fair Labor Standards Act), vacation and holiday pay.
14. The Company has been paying certain Employees Gain Sharing Bonuses, which, have not been covered by the Collective Bargaining Agreement. The Employer reserves the right to provide such bonuses at its sole discretion, including the right to modify or discontinue such bonuses.
15. Any severance payments given by the company will be discretionary.
16. Any employee replacing another employee in a higher classification rate shall receive the wages specified for the higher classification rate, provided that the job requirements, production quota and quality standards for the department are met. Such transfers will be monitored for ninety working days for this purpose. Any employees in a higher classification rate, replacing another employee in a lower classification rate as a result of a production decrease, may be required to receive the wages specified for in the lower classification rate.
17. Employer recognizes the principle of seniority as a factor in promoting employees to higher rated classifications provided such employees have the ability and aptitude which Employer deems necessary to perform the job.

18. Employer agrees there shall be no discrimination against a member of Union by foremen, supervisors or any other representative of management.
 - a. Employees shall be free from interference, restraint or coercion by Company in any Union activity, except that employees may not solicit support for any cause during working time and may not distribute any literature supporting any cause during working time or in working areas.
 - b. Company agrees that it will not refuse to employ, promote or discharge any individual because of race, color, national origin, religion, sex, sexual orientation, age, qualified disability or any other status protected by law.
 19. Duly authorized representatives of Union shall be permitted to visit the premises of Company at any time, upon reasonable notice, for the purpose of observing the conditions under which the employees are working.
 20. a. The employer agrees to provide and to pay the agreed upon percentage of the following Basic Level Health Benefits:
 - i. Medical
 - ii. Prescription Plan
 - iii. Vision
 - b. Employees will pay for thirty-three (33%) percent of the total cost of basic health benefits (medical, prescription, dental) for themselves and their eligible covered dependents upon completion of the coverage waiting period.
 - c. Individual employees will pay an amount equivalent to the employee percentage of the total annual cost of Basic Level Health Benefits based on their particular coverage type (single, employee and spouse, employee and child, employee and children, family). Employees who elect upgraded benefits will continue to pay the entire cost of the difference between the Basic Level Health Benefits and a different plan option. Employees' payroll deductions for their portion of the health plan costs will continue to be made on a pre-tax basis. Deductions will be prorated on a weekly basis.
 - d. Any employee diagnosed with a chronic condition shall not have any co-pay responsibility for any generic prescription drug considered to be a maintenance drug by generally accepted medical standards to treat that chronic condition.
 - e. The employer shall waive any medical co-pay responsibility of an employee for the first \$200 per covered family unit in each calendar year excluding those employees on the high deductible plan.
21. The employer shall offer the employees the option to elect a plan other than the Basic Level Health Benefits at the employees' full expense. As permitted by law, employee payments

for such plans shall be on a pre-tax basis (supplemental life insurance is a post-tax deduction). Initially, the following additional benefit plans will be available to employees:

- a. PPO
 - b. PPO upgrade
 - c. Dental plan upgrades
 - d. Additional life insurance for employee, spouse or dependents
22. The employer shall have the right at any time to develop, offer, modify or substitute health care plans and options to the employees including, but not limited to health benefits, dental benefits and vision benefits.
23. Employer agrees that it will give prior notice to employees of any changes or modifications to existing health care plans or options.
24. Employer shall have the right, as permitted by state and federal law, to require participation in health care and wellness programs designed to assist employees in maintaining or improving their health and preventing disease as a condition of eligibility for health care plan participation.
25. If any of these programs is determined to be a health contingent wellness program, the employer shall make available a reasonable alternative standard (or waiver of the original standard) to individuals for whom it is unreasonably difficult due to a medical condition to satisfy the original standard during the program period or for whom a health factor makes it unreasonably difficult or medically inadvisable to try to satisfy the original standard.
26. Employer shall have the right to make changes in the in network/out of network co- pays and reinsurance, to modify plan benefits and participation requirement and terms for the various health plans it offers.
27. The employer agrees to provide and pay the full cost of the following benefits:
- a. Life Insurance
 - i. \$12,000 plus \$12,000 Accidental Death and Dismemberment
 - b. Short-Term Disability (Accident and Sickness)
 - i. 50% of pay (including regular and overtime pay), up to a maximum of \$500 per week in benefits for twenty-six (26) weeks with the first (1st) day of the accident and eighth (8th) day illness.
 - ii. If 50% of pay is less than \$150, the employee will receive \$150 per week in benefits.
 - c. Long-Term Disability (Accident and Sickness)

- i. A long term disability plan providing the same level of benefits as described under the Short-Term Disability Plan, except the benefits will start after 26 weeks of disability and continue to age 65.
 - ii. Employees are eligible after they complete one year of service.
28. The health, life insurance and short term disability benefit eligibility period for new employees shall be upon completion of ninety (90) days of employment for coverage for the employee. The eligibility period for long term disability is one year of service. Dependent health benefit coverage (medical, dental, prescription, and vision care) shall commence for one dependent after twelve (12) months from the date of hire and for all dependents after twenty four (24) months from the date of hire.
29. The Employer shall make the following monthly contribution to the Cardone Industries 401(k) Safe Harbor Plan (Plan) for each Eligible Employee who is an active employee of the Employer and who has worked 250 hours in three consecutive months or any Eligible Employee who has worked one Year of Service. He or she shall become a participant of the first of the month coinciding with or next following the completion of these requirements. Effective June 1, 2019 this contribution shall be \$35.00 per month.

Employee's participation in the Plan shall be subject to the Plan's documents, vesting schedule and investment options.

The Company represents that the Plan is lawful and is qualified under all applicable provisions of the Internal Revenue Code, so that all contributions by the Employee will be deductible for income tax purposes; and the obligation of the Employer to contribute to the Trust shall cease at any time the Fund loses its qualification under the Internal Revenue Code.

The Employer's sole liability shall be for the payment of the monthly contributions set forth in the first of section 29.

The Employer's payments to the Plan shall be as follows: The amount per Employee per month shall be paid for each Employee covered by this Agreement by the 24th of the month next following the date of the participation eligibility and by the 24th of each month thereafter, for each Employee receiving at least forty (40) hours of compensation during the calendar month for which contributions are being made.

Whenever the Union determines that the Employer is delinquent in making payments to the Plan, as required under this Article or the rules and regulations of the Plan, then the Employer shall be responsible for any losses of any benefits resulting thereby and agrees to make full reimbursement to the Plan for all costs incurred in the collection of said delinquencies or the enforcement of this Article.

The Employer shall offer employees the option to voluntarily participate in the Plan. Employees may defer pre-tax or post-tax dollars into their account with the Plan. The

deferral occurs through payroll deductions. Employees may alter their deferrals at any time through the Plan's recordkeeper.

For Employees who voluntarily participate in the Plan, the company will make a matching contribution as follows:

- A. The Company's matching contribution will be a percent of an employee's contribution.
 - B. An employee may contribute up to 20% of total gross annual earnings, but the Company's match is on the first 10% of his/her contribution, not on all 20%.
 - C. The matching % will be based upon Company-wide performance, and therefore may vary from year to year.
 - D. The minimum matching percent will be 10 percent but this may be increased up to a maximum of 40 percent based upon Company-wide performance targets, The match will be determined according to the Plan Document guidelines.
30. Employees who have a death in their immediate family during the term of this Agreement shall be entitled to three (3) work days leave of absence with full pay. The immediate family is defined to mean: husband or wife, child, father or mother, grandfather or grandmother and brother or sister of the employee. Bereavement leave will also be extended to cover an employee's grandchild residing in the United States. Employees who have a death of a mother in law or father in law shall be entitled to use bereavement leave in accordance with the Company's policy. This leave must be taken immediately following the event or it will be forfeited.
31. The parties agree that Cardone may require direct deposit for all employees.
32. Because Employer is growing and expanding its operations, it may be necessary that it create and establish new classifications in connection with its present and new products. When Employer establishes any such new classification, it will negotiate with the Union in order to establish a rate therefore satisfactory to the parties.
33. A. An employee may discuss concerns and complaints with his/her immediate supervisor, a member of management and/or the Human Resources Department in an attempt to resolve the issue prior to it becoming a written grievance.
- B. A grievance under this Article is defined as a complaint by either the Employer or the Union that this Agreement has been violated. Grievances shall be processed as follows:
- Step 1: All written grievances shall be presented to the immediate supervisor of the affected employee(s) within five (5) calendar days of the occurrence giving rise to such grievance. In the event the written grievance is not resolved by discussions among the Supervisor, Union Shop Steward and/or the affected employee, the grievance may be taken to Step 2.
- Step 2: If a grievance has not been timely or satisfactorily resolved in Step 1, a written request for a Step 2 meeting must be received within ten (10) calendar

days of the occurrence giving rise to such grievance. The meeting will be held at a mutually agreeable time with the Union Business Agent, the grievant, and the Manager of Human Resources or his/her designee. A written answer will be due within five (5) calendar days after the Step 2 meeting.

Step 3: If a grievance has not been timely or satisfactorily resolved in Step 2 and the aggrieved party desires to proceed to arbitration, then it must be submitted to arbitration within thirty (30) calendar days of the occurrence giving rise to such grievance, by the Employer or the Union, as the case may be, requesting the American Arbitration Association to provide the Employer and the Union a panel of at least seven (7) arbitrators and pursuant to which the Employer and the Union shall rank such arbitrators as are agreeable to each of them. If the parties are unable to agree upon an arbitrator from the initial list, they will request a second panel of arbitrators from the American Arbitration Association and they shall alternately strike names from the second list with the Union striking the first name. The one person remaining shall be the arbitrator.

C. If the employee or the Union fails to file or process a grievance at any step within the time limits set forth above and the deadline is not waived or extended by mutual written agreement, that grievance shall be deemed resolved and shall constitute a bar to all future actions thereon. Failure on the part of the Employer's designated representative to answer a grievance at any of the steps in the grievance procedure allows the grievance to progress to the next step if so processed by the Union.

D. Grievances resolved at any step of the grievance procedure will not be regarded as setting precedent for future interpretation of this Agreement unless specifically indicated by the parties in writing. Any grievance may be moved directly to a more advanced step of the grievance procedure by the Employer.

E. The arbitration of a grievance shall be extended only to those grievances which are arbitrable under this Agreement. In order for a grievance to be arbitrable: (1) it must have been processed through the grievance procedure properly and within the applicable time limits as set forth in this Agreement; (2) it must be referred to arbitration within the applicable time limits as set forth in this Agreement; and (3) it must not require the arbitrator, in order to rule in favor of the grievant, to exceed the scope of his or her jurisdiction as defined in this Article.

F. The Arbitrator shall consider only the particular issue or issues presented in writing by the Employer and the Union, and the decision and award shall be based solely upon his/her interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The Arbitrator has no authority or power to add to, delete from, modify, disregard, or alter any of the written terms of this Agreement. A decision of the arbitrator on any grievance within the scope of the issues submitted and within the arbitrator's authority shall be final and binding on the Employer, the Union and the employees involved.

G. Subject to the terms of the Management Rights Article (Section 7 above) of this Agreement, the Arbitrator shall have the authority to order or deny reinstatement of an employee with or without back pay. Should the arbitrator order the reinstatement of an employee to his/her former position, the arbitrator may award back pay for all working time lost due to such discharge if his/her decision is that good and sufficient cause did not exist and the discharge was made maliciously. However, if the arbitrator sees fit under all the circumstances to provide that no back pay shall be paid, such decisions shall be final and binding upon the parties hereto. Back pay liability shall not accrue from a date more than five (5) calendar days prior to the time a written grievance is filed with the Employer.

H. The arbitrator's fees and expenses shall be borne equally by the parties to this Agreement. The expenses incidental to each party's witnesses shall be borne by the party calling the witnesses.

I. The fact that a claim or dispute has been processed under the grievance procedure set forth in this Agreement will not preclude the raising of the question of arbitrability with respect to such claim or dispute before the arbitrator selected to hear such claim or dispute.

34. Employer agrees to deduct from the pay day of each employee, on the first pay day of each month, such dues and initiation fees owed by said employees, and transmit same to the Union on or before the tenth (10th) day of the same month in which it is owed. The Union will submit authorization cards signed by each employee to the Employer for such deductions. The Union shall indemnify and hold the Employer its directors, officers, employees and representatives harmless against any and all claims or other forms of liability that shall relate to. Arise out of or result from any action taken or not taken by the Employer for the purposes of carrying out or complying with the provisions of this Paragraph 35 and Paragraph 2 (Union Security) above.

35. During the term of this Agreement between Employer and Union, there shall be no strike, lock-out, work stoppage or work slow-up. In particular, the Employer and the Union agree:

A. Under no circumstances shall there be any strike, stoppage, refusal to perform any job assignment, cessation of work, refusal to work overtime (concerted or individual), concerted mass sickness, sympathy strike, slowdown, picketing, refusal to cross any picket line or other interference with or interruption of the Employer's business during the term of the Agreement. The Union, its officers, representatives, agents, members and the employees covered by the Agreement agree that they shall not authorize, instigate, cause, aid, encourage, support, condone or participate in any of the above conduct during the term of the Agreement.

B. In the event of a breach of the foregoing provisions, the Employer shall have the right to sue for immediate injunctive relief or damages, or both, in any court or administrative agency without having to proceed to arbitration on any issue.

C. In the event of conduct by an employee or employees prohibited by this Article, the Union shall:

(i) promptly and publicly (both verbally and in writing) disavow the prohibited action;

(ii) promptly and publicly notify (both verbally and in writing) all the employees involved that they are violating the Union's collective bargaining agreement with the Employer, directing them to cease any further violations of this Article, directing them to return to work immediately (if they have not otherwise been discharged), and directing all other employees to continue working and refrain from any violations of this Article; and

(iii) promptly make every effort to induce the employees to return to work (if they have not otherwise been discharged), to cease any violations of this Article, and to cooperate with the Employer fully in obtaining a resumption of operations.

In the event that the Union shall fail, or refuse, to take the actions required under (i), (ii) and (iii) above, it shall be conclusively presumed to be supporting, aiding, sponsoring, encouraging and approving such prohibited activity and the Employer may take legal action against the Union in a court of law without prior resort to arbitration or the grievance procedure, together with costs, expenses and attorney fees of the Employer related to the entirety of any and all proceedings to obtain relief, including those incurred in the collection of those sums.

36. This Agreement shall be effective from June 1, 2019 to May 31, 2024, and so on from year to year until either party gives the other sixty (60) days notice in writing, prior to the expiration of the then current term, of the desire to change, modify or terminate the Agreement. If notice of termination of this Agreement is given by either party during the term stated herein or any renewal thereof, and, should one or both of the parties give notice to the other of an intention to change or modify any of the terms or provisions of this Agreement which is intended to be effective after the expiration of the then current term, then representatives of Employer and Union shall meet to discuss, negotiate and, if possible, agree to such changes.
37. The parties hereto shall execute any and all papers, letters, documents and other instruments which may be necessary to effectuate the intent of this Agreement.
38. The Employer and the Union acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity is set forth in full in this Agreement. Therefore, it is agreed that the terms set forth in this Agreement constitute the sole and entire agreement between the parties and supersedes any and all prior agreements or understandings, either oral or written. There are no conditions or limitations to this Agreement other than those specifically contained herein; and, after execution of this Agreement, no alteration, change

or modification hereto shall be binding or effective, unless executed in writing in the same manner in which the present Agreement has been signed by the parties hereto.

- 39. This Agreement shall extend to and be binding upon the parties hereto, their respective successors, legal representatives and assigns.
- 40. This Agreement shall be interpreted, construed, enforced and fully governed in accordance with applicable federal law.
- 42. For the term of this Agreement, the Employer and the Union agree that neither shall be obligated to bargain collectively with regard to any matter which is dealt with in this Agreement and each party expressly waives any obligation or duty of the other party to bargain collectively regarding any term or condition of employment or any other matter covered or not covered in this Agreement, even though such matter may not have been within the knowledge or contemplation of either party as of the date of execution of this Agreement. It is further agreed that this Agreement may only be reopened for discussion of specific items by mutual written consent of the parties.

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

CARDONE INDUSTRIES, INC.

By: Jeffery J. Wawrzyniak 6-24-19

Jeffery J. Wawrzyniak
Its: EVP, General Counsel + Secretary
CHEMICAL AND PRODUCTION WORKERS
UNION LOCAL NO. 30.

By: [Signature] B.A. 6-24-19

SCHEDULE A **Dallas Area Wage & Hour Schedule**

Distribution Job Title	Current Dallas Starting Rate	Starting Rate 6/1/19	Starting Rate 6/1/20	Starting Rate 6/1/21	Starting Rate 6/1/22	Starting Rate 6/1/23
Team Associate (pull/pack/check/label)	\$9.90	\$10.65	\$11.40	\$12.15	\$12.90	\$13.65
Stock	\$9.90	\$10.65	\$11.40	\$12.15	\$12.90	\$13.65
Priority Plus	\$9.90	\$10.65	\$11.40	\$12.15	\$12.90	\$13.65
CTO Puller/Packer/Loader	\$9.90	\$10.65	\$11.40	\$12.15	\$12.90	\$13.65
CTO Assembler	\$9.90	\$10.65	\$11.40	\$12.15	\$12.90	\$13.65
Floater	\$9.90	\$10.65	\$11.40	\$12.15	\$12.90	\$13.65
Material Handler Warehouse	\$9.90	\$10.65	\$11.40	\$12.15	\$12.90	\$13.65
R&R Shipper/Receiver	\$9.90	\$10.65	\$11.40	\$12.15	\$12.90	\$13.65
Order Processor Associate	\$11.90	\$12.65	\$13.40	\$14.15	\$14.90	\$15.65
Shortage Claims Associate	\$11.90	\$12.65	\$13.40	\$14.15	\$14.90	\$15.65
Sr. Order Processor Associate	\$13.90	\$14.65	\$15.40	\$16.15	\$16.90	\$17.65
Janitor	\$9.90	\$10.65	\$11.40	\$12.15	\$12.90	\$13.65
QA Auditor	\$11.90	\$12.65	\$13.40	\$14.15	\$14.90	\$15.65
QA Lead Auditor	\$14.90	\$15.65	\$16.40	\$17.15	\$17.90	\$18.65