

AGREEMENT

Between

CAUTTRELL ENTERPRISES, INCORPORATED

d/b/a

**FENSTER STEEL CORPORATION
CARDINAL STEEL SUPPLY, INC.**

And

**THE INTERNATIONAL LONGSHOREMEN'S ASSOCIATION
LOCAL 1765, AFL-CIO**

St. Louis, Missouri

Effective

September 1, 2019 to August 31, 2020

TABLE OF CONTENTS

ARTICLE 1—RECOGNITION	1
ARTICLE 2—UNION SECURITY	1
ARTICLE 3—CHECKOFF	1
ARTICLE 4—STEWARDS	2
ARTICLE 5—STRIKES & LOCKOUTS	3
ARTICLE 6—UNAUTHORIZED ACTIVITY	3
ARTICLE 7—PICKET LINES AND STRUCK GOODS	3
ARTICLE 8—UNION COOPERATION.....	3
ARTICLE 9—MANAGEMENT	4
ARTICLE 10—SUCCESSORS AND ASSIGNS	4
ARTICLE 11—GRIEVANCE PROCEDURE.....	4
ARTICLE 12—MISCELLANEOUS PROVISIONS.....	5
ARTICLE 13—SENIORITY.....	7
ARTICLE 14—HOURS OF WORK.....	9
ARTICLE 15—TEMPORARY JOB TRANSFERS	10
ARTICLE 16—SAFETY AND HEALTH.....	10
ARTICLE 17—INJURY ON THE JOB.....	12
ARTICLE 18—JURY DUTY AND FAMILY LEAVE	12
ARTICLE 19—HOLIDAYS	13
ARTICLE 20—PAID TIME OFF (“PTO”)	13
ARTICLE 21—HEALTH & WELFARE.....	15
ARTICLE 22—PENSION	16
ARTICLE 23—WAGES.....	17
ARTICLE 24—DURATION OF AGREEMENT	17
Appendix A—WAGE SCHEDULE	19

INDEX OF ARTICLES

ARTICLE 3	CHECKOFF	1
ARTICLE 24	DURATION OF AGREEMENT	17
ARTICLE 11	GRIEVANCE PROCEDURE	4
ARTICLE 21	HEALTH & WELFARE	15
ARTICLE 19	HOLIDAYS	13
ARTICLE 14	HOURS OF WORK	9
ARTICLE 17	INJURY ON THE JOB	12
ARTICLE 18	JURY DUTY AND FAMILY LEAVE	12
ARTICLE 9	MANAGEMENT	4
ARTICLE 12	MISCELLANEOUS PROVISIONS	5
ARTICLE 20	PAID TIME OFF (“PTO”)	13
ARTICLE 22	PENSION	16
ARTICLE 7	PICKET LINES AND STRUCK GOODS	3
ARTICLE 1	RECOGNITION	1
ARTICLE 16	SAFETY AND HEALTH	10
ARTICLE 13	SENIORITY	7
ARTICLE 4	STEWARDS	2
ARTICLE 5	STRIKES & LOCKOUTS	3
ARTICLE 10	SUCCESSORS AND ASSIGNS	4
ARTICLE 15	TEMPORARY JOB TRANSFERS	10
ARTICLE 6	UNAUTHORIZED ACTIVITY	3
ARTICLE 8	UNION COOPERATION	3
ARTICLE 2	UNION SECURITY	1
Appendix A	WAGE SCHEDULE	19
ARTICLE 23	WAGES	17

A G R E E M E N T

This Agreement, made as of the 1st day of September 2019, is between the International Longshoremen's Association, Local 1765 (hereinafter referred to as the "Union") and Cauttrell Enterprises, Incorporated d/b/a Fenster Steel Corporation, located at 7618 N Broadway, St. Louis, MO 63147, and Cardinal Steel Supply, Inc., located at 6335 McKissock, St. Louis, MO 63147 (hereinafter referred to as the "Company").

ARTICLE 1—RECOGNITION

The Company recognizes the Union as the exclusive bargaining agent for all production and maintenance employees excluding watchman, office clerical, truck drivers, and supervisors, as defined in the Act.

ARTICLE 2—UNION SECURITY

Section 2.1. An employee who is in the Union shall remain a member of the Union in good standing. An employee who is not a member of the Union shall, on or immediately after, the thirty-first (31st) day following the execution of this Agreement become a member of the Union. An employee hired after the effective date of this Agreement shall become and remain a member of the Union in good standing on or immediately after the thirty-first (31st) day following employment.

Section 2.2. The failure of any person to make application to become a member of the Union within the period set forth in paragraph 2.01, shall obligate the Company to discharge such person provided that the Union gives the Company written notice of such request and provided further, that such written notice states that Union membership was and is available to such person on the same terms and conditions as was available to other members of the Union or applicants for membership therein.

Section 2.3. The failure of any person to maintain their Union membership in good standing as required in this Article shall, upon written notice to the Company by the Union to such effect, obligate the Company to discharge such person within ten (10) days of notification by the Union.

ARTICLE 3—CHECKOFF

Section 3.1. The Company will deduct any back, unpaid Union dues and initiation fees owed the Union (provided such indebtedness for dues and initiation fees was incurred during employment with the Company) as well as current, monthly Union dues and initiation fees from the paychecks of all employees who have signed proper, legal authorizations for such deductions and who are covered by this Agreement. The Company agrees to make the deduction in the first paycheck of each month and shall promptly remit the same to the appropriate officers of the Union.

Section 3.2. If any employee fails to pay the employee's dues, assessments, or initiation fee to the Union, the Union shall give the Company ten (10) days written notice prior to the Union's request for the dismissal of said employee.

ARTICLE 4—STEWARDS

Section 4.1. The Union shall be represented by shop stewards to be selected in any manner determined by the Union. The names of the stewards shall be certified in writing by the Union to the Company within ten (10) days after this Agreement is signed. The shop steward of the area involved shall meet with management on grievances as they occur.

Section 4.2 After notifying the employee's foreman, an employee can confer with the steward within one (1) hour after the request is made at a time that will not interfere with the efficient operation of the Company and, provided that such conference shall not exceed five (5) minutes in any day.

Section 4.3. If the Company interviews an employee as part of an investigation to determine whether to impose discipline, then the Company will advise the employee that the employee may request that the steward be present or the employee may request, if the steward is not available, another unit-member employee to act in place of the steward.

Section 4.4. The steward may confer with the Company on issues concerning working conditions during the day a request is made at a time that will not interfere with the efficient operation of the plant. Upon request, the Company will promptly meet to discuss conditions claimed to be unsafe.

Section 4.5. A steward has no authority to take strike action, work stoppages, slow-downs, refusal to handle goods, or any other interference with the Company's business unless such action has been authorized by official action of the Union. If such steward takes such unauthorized action such as a strike, a work stoppage, a slowdown, a refusal to handle goods, or any other interference's with the Company's business, the Company may discipline the steward up to and including discharge.

Section 4.6. An authorized representative of the Union shall, upon prior arrangement with the Company, have access during working hours to confer with the steward, the Company, or employees, provided that such visit does not interfere with the efficient operations of the Company and provided further, that the above conference, unless specifically agreed to by the Company, shall not exceed fifteen (15) minutes in any one day.

Section 4.7. Shop stewards will be excused by the Company to attend regularly scheduled union meetings provided the steward returns to work after the meeting if the steward's scheduled shift has not ended. The steward must clock out when leaving for that meeting and clock in when returning to work after the meeting ends. Shop stewards attending union meetings will not be paid for the time away from work but such absence will not be subject to the attendance program.

ARTICLE 5—STRIKES & LOCKOUTS

Section 5.1. During the term of this Agreement, the Union and its members, individually and collectively, will not engage in any strike, sympathy strike, work stoppage, slow down, refusal to handle goods, or any other interference with the Company's business or any employee of the Company.

Section 5.2. There will be no "lock out" by the Company during the term of this Agreement.

ARTICLE 6—UNAUTHORIZED ACTIVITY

Section 6.1. The Union shall have no financial liability for acts of its member's co agents which are unauthorized and which the Union cannot control. If there is any unauthorized action, the Union shall, upon receiving written notice thereof, urge its members to return to work if there is a work stoppage, and the Union shall, within twenty-four (24) hours, notify its members and the Company that the actions of the Union's members or agents are unauthorized.

Section 6.2. The Company may discipline employees responsible for such unauthorized activities without violation of the terms of this Agreement, subject, however, to the grievance and arbitration provision of this Agreement.

Section 6.3. Only the business representative of the Union has the power or authority to authorize any strike, work stoppages, or actions which will interfere with the activities required of the employees under this agreement, or give the order or directions necessary to carry out such actions.

ARTICLE 7—PICKET LINES AND STRUCK GOODS

Section 7.1. It shall not be a violation of this Agreement for an employee covered hereunder to refuse to cross a lawful picket line and perform work in any instance where the picket line has been authorized

Section 7.2. It shall not be a violation of this Agreement if any employee refuses to perform any service which the Company undertakes to perform as an ally of an employer or person whose employees are involved in a labor dispute, and which services but for such labor dispute would be performed by the employees of the employer or person who has the labor dispute.

ARTICLE 8—UNION COOPERATION

Section 8.1. The Union will cooperate with the Company and support its efforts to ensure a full day's work on the part of its members. The Union will endeavor to combat absenteeism, and any other practices on the part of the employees, which restrict production. The Union will support the Company in its efforts:

- (a) to improve economy and efficiency of operation;
- (b) to eliminate waste in production;

- (c) to conserve materials and supplies;
- (d) to improve the quality of workmanship;
- (e) to prevent accidents; and
- (f) to strengthen goodwill between the Company and the employee, the customer, the public, and the Union.

ARTICLE 9—MANAGEMENT

Section 9.1. The management of the Company and the direction of the working force, including the right to hire, promote, discipline, suspend, transfer or discharge for cause, the right to schedule hours, schedule overtime work, and the right to relieve employees from duty because of lack of work or for other reasonable causes, is vested in the Company; provided, however, that no action may be taken by the Company which is contrary to the provisions of this Agreement.

Section 9.2. The Company may establish reasonable rules, decide the processes and types, kind and amount of machinery and equipment to be used, types and quantity of products to be made, quality of materials and workmanship required, number of employees required for various operations, selling prices of product, method of making and selling products, personnel to be employed in supervisory, clerical, and management positions, and all other managerial functions and policies. The foregoing is intended by way of illustration and not in limitation of any customary or usual function of management, all of which are expressly retained by the Company; provided, however, that no action may be taken by the Company which is contrary to the provisions of this Agreement.

ARTICLE 10—SUCCESSORS AND ASSIGNS

If, during the tenure of this Agreement, the Company shall sell or lease the business, including equipment, it shall inform the purchaser or lessee of the exact terms of this Union Agreement.

ARTICLE 11—GRIEVANCE PROCEDURE

Section 11.1. A. grievance shall include any difference of opinion or dispute between the Company and the Union or an employee, regarding the interpretation or operation of this Agreement. It shall also include any disputed layoff, suspension, dismissal, or discharge of an employee that the employee wants to contest. A grievance must be filed in writing with the Company within five (5) working days after the occurrence of the Act, which resulted in the grievance. Failure to file a grievance in writing as provided will relieve the Company and the Union of all obligations to pursue such grievance.

Section 11.2. If there is a grievance, an attempt will be made to settle such grievance between the Company, the shop steward, and the employee involved. If a satisfactory solution is not reached within three (3) working days, then the business representative and the Company will attempt to settle such grievance within the next five (5) working days unless a longer period is

mutually agreed on. A conference between the Union and the Company shall be held during working hours without loss of pay or seniority to the employee participating in the meeting who is a member of the Union.

Section 11.3. If the Company and the Union cannot mutually settle the grievance within the above-mentioned period, the union may advance the grievance to arbitration within thirty (30) calendar days of the meeting between the business representative of the Union and the Company. The thirty (30) day period may be extended by agreement between the parties. Within the foregoing time limits, the union shall request from the Federal Mediation and Conciliation Service a list of seven (7) arbitrators from which the parties will select and agree upon one (1) arbitrator to act as the impartial arbitrator. The impartial arbitrator shall not have the power to add to, subtract from, or in any way modify the terms of this Agreement. The decision of the impartial arbitrator shall be final and binding on both parties to this Agreement.

Section 11.4. Each party shall pay its own costs of arbitration and the parties shall pay equally the cost and expense of the impartial arbitrator. A binding settlement may be reached at any step of the grievance procedure.

Section 11.5. The arbitrator's award may be confirmed in a court of competent jurisdiction. If it becomes necessary to confirm an award because one party refuses to comply with such an award, then the party confirming the award shall be entitled to receive reimbursement for all costs incurred in confirming said award, including a reasonable attorney's fee.

ARTICLE 12—MISCELLANEOUS PROVISIONS

Section 12.1. Non-Discrimination. The Company and the Union will not discriminate against any employee or applicant for employment for or on account of that individual's affiliation or activities with the Union or because of race, color, religion, creed, national origin, citizenship, sex, disability, age, or any other legally protected characteristic, as provided by law.

Section 12.2. Breaks. An employee will have a twenty (20) minute break after two (2) hours during the first half of the employee's shift. If the employee is to work more than ten (10) hours, then an additional ten (10) minute break will be given after eight (8) hours and before the ninth (9th) hour.

Section 12.3. Owners. The officers of the Company, if the Company is an organization, or partners of the Company, if the Company is a partnership, or if the Company is an individual, the owner thereof may perform all duties in and about the plant and yard without limitation, as they have done in the past. A foreman will not perform bargaining unit work if the effect would be to displace a bargaining unit employee

Section 12.4. Change of Address. It is the employee's responsibility to notify the Company in writing of any change in home address or telephone number. Such notification will become part of the employee's personnel file. Failure to properly notify the Company will release the Company of any and all associated responsibilities and liabilities.

Section 12.5. Medical Leave of Absence. The Company may grant an employee a Medical Leave of Absence for an employee's own illness or injury. Employees are eligible for a Medical Leave of Absence if they have completed their probationary period. The Company may grant an employee a Medical Leave of Absence which shall be for a minimum of six (6) working days and a maximum of twelve (12) weeks per twelve (12) month period. Granting of such leave is within the sole discretion of the Company. The Company will require the employee to submit immediately a written request and a medical certification from a health care provider to support a request for a Medical Leave of Absence. The Company may require second or third opinions (at the Company's expense). The medical certification must include a statement why the employee is unable to perform the functions of his/her position as well as the nature of the illness or injury and the duration of the leave.

When a Medical Leave of Absence is approved, the Company will pay its share of the health care premium for the balance of the month in which the leave commenced. Limit one (1) occurrence per twelve (12) month period. It shall be the employee's responsibility to pay the Company on a weekly basis for the entire health insurance premium to keep the said employee's insurance in effect for the balance of all approved Medical Leaves. The twelve (12) month period is measured forward from the date of the first leave usage. If an employee requires additional leave than was originally approved, the employee must provide another request in writing along with an updated medical certification from a health care provider indicating the reason(s) for the extended Medical Leave and the expected duration. A fitness for duty report is required before an employee may return to work. An employee who returns to work in accordance with the Medical Leave granted by the Company within twelve (12) weeks of the start of a Medical Leave of Absence will be restored to his/her former or equivalent position. After that, an employee will be allowed to return to any vacant position for which they are qualified. If an employee fails to return to work at the conclusion of an approved Medical Leave of Absence, including any extension of such leave, the employee will be considered to have voluntarily quit. If an employee accepts other employment while on a Medical Leave of Absence, the employee shall be terminated. A Medical Leave of Absence shall be without pay or benefits. All paid time available at the onset of a Medical Leave of Absence must be taken concurrently. Benefits such as vacation or holidays do not accrue during periods of leave. A Workers' Compensation leave is also subject to a maximum of twelve (12) weeks per twelve (12) month period and is to be taken concurrently with any other Medical Leave of Absence which may be approved by the Company.

Section 12.6. Personal Leave of Absence. The Company may grant an employee a personal leave of absence which shall be for a minimum of one (1) week and a maximum of twelve (12) weeks per twelve (12) month period. Employees are eligible for a Personal Leave of Absence if they have completed their probationary period. If granted, a Personal Leave of Absence will be without pay or benefits. Granting of such leave is within the sole discretion of the Company. The Company will require the employee to submit in advance a written request. . If an employee requires additional leave than was originally approved, the employee must provide another request in writing. It shall be the employee's responsibility to pay the company on a weekly basis for the entire health insurance premium to keep the said employee's insurance in effect for the entire duration of all approved Personal Leaves. If an employee returns to work in accordance with the leave granted by the Company, the employee will suffer no loss of seniority. If an employee fails to return to work at the conclusion of an approved Personal Leave of Absence,

the employee will be considered to have voluntarily quit. If an employee accepts other employment while on a Personal Leave of Absence, the employee shall be terminated. All paid time available at the onset of a Personal Leave of Absence must be taken concurrently. Benefits such as vacation or holidays do not accrue during periods of leave.

Section 12.7. Time Clock. The Company shall install a time clock at a conspicuous place on the premises so that an employee can check in and out and thus, record their hours of work.

Section 12.8. Veteran's Reemployment. The Company shall reemploy former employees who leave their employment with the Company to enter the Armed Forces of the United States in accordance with federal and state law pertaining thereto.

Section 12.9. Cellular Phones and Pagers. Except in an emergency situation, employees are prohibited from using their personal cellular telephones and pagers while on duty, and usage is limited to authorized break and lunch periods, unless prior written authorization is obtained from Human Resources.

Section 12.10. The Company has implemented an incentive program for employees who receive a Performance Review Rating of Very Good (19-24 points). The incentive program rewards an employee on an individual basis. A before-tax incentive of two hundred (\$200.00) dollars will be paid to an employee who receives a Rating of Very Good on their annual Performance Review.

ARTICLE 13—SENIORITY

Section 13.1. In the cases of layoff and recall, the factors to be considered will be skill and seniority, but skill will prevail. Skill is defined as the ability to perform the work available satisfactorily and safely without training. If skills are equal, seniority will be the determining factor. Seniority is the length of continuous service.

Section 13.2. Each employee hereinafter hired by the Company shall not be considered a regular employee until the expiration of a trial or probationary period of forty-five (45) working days. During the probationary period, said employee shall be known as a probationary employee and shall familiarize himself with his job, plant rules, and regulations, etc., and the Company may exercise its right of discharge at any time during the probationary period. If such right of discharge is not exercised, seniority shall start from the last date of hiring. The parties may, by mutual agreement, extend the probationary period.

Section 13.3. The Company can fire an employee for cause, on the first occasion of drunkenness, for possession or use of illegal drugs or for possession or use of prescription drugs without medical authorization while on duty or on Company premises, insubordination, or dishonesty. Failure to report for work for two (2) consecutive days without notifying the Company, unless there is a valid excuse for not notifying the Company, is also cause for dismissal.

Section 13.4. Pursuant to paragraph 13.1, the Company may lay off an employee because of lack of work. If there is a layoff, recall shall be in inverse order of the layoff. An employee

affected by a layoff may exercise the employee's seniority and skills to displace a less senior employee, as provided in paragraph 13.1.

Section 13.5. If an employee quits or is dismissed pursuant to this Article, that employee will lose the employee's seniority but that employee shall receive accrued vacation pay up to the date of termination or dismissal. If that employee returns to work at a subsequent date, that individual is to start back as a new employee in all respects.

Section 13.6. Any of the following events shall be considered a break in seniority and termination of employment. If an individual is subsequently rehired, then that re-employment shall be deemed new employment.

- (a) Voluntarily quitting.
- (b) Discharge for cause.
- (c) Failure to report to work after recall, from layoff, within seventy-two (72) hours after notification by telegram or certified mail sent to the employee's last known home address.
- (d) Failure to report to work after the end of a Medical Leave or a Personal Leave of Absence granted to the employee under Articles 12.5 or 12.6.
- (e) Layoff or failure for any reason to perform work for the Company for six (6) months, except in the event of layoff by the Company, as to anyone who has three (3) or more years of seniority, then that individual would retain recall rights for nine (9) months.
- (f) Failure to report for work for two (2) consecutive days without notice to the Company as provided in paragraph 13.3

Section 13.7. The Company may employ not more than two (2) part-time employees in the bargaining unit. Part-time employees will be used to supplement the work force when the volume of work requires additional manpower but is not expected to be a permanent increase in work, fill in for vacations and provide part-time employ for college students. A part-time employee will not displace a full-time regular employee.

- (a) The part-time employee is paid at least the minimum wage of the classification in which the part-time employee is working. Certification, if required, will be pursuant to the Company's practices for full-time employees.
- (b) Part-time employees will pay Union dues on a pro-rata basis. The dues will be based upon the hours worked the previous month. Preference will be given to children of employees of the Company, both bargaining unit and nonbargaining unit.

- (c) Part-time employees do not participate in fringe benefits such as medical insurance, seniority, vacation, pension, jury duty or funeral leave. Part-time employees will be laid off before seniority employees are laid off.
- (d) Part-time employees will receive pro rata holiday pay on a basis of the hours worked prior to a scheduled holiday.

Section 13.8. The Company will post vacancies so current employees can notify the Company that they would like to fill the posted vacancy. All job postings shall be in an area that can be seen by all employees.

ARTICLE 14—HOURS OF WORK

Section 14.1. The payroll period consists of a seven (7) day period starting 12:00 a.m. on Wednesday and ending 11:59 on Tuesday. A “work day” means the twenty-four (24) hour period beginning with the employee’s starting time. A “work week” means a period of seven (7) consecutive days, starting with the employee’s starting time on the first work day of the payroll period. An employee must properly record the time worked on the employee’s time card as well as the coding of the work performed and turn it in on time each day.

Section 14.2. The Company will establish a starting time for the days worked during the work week and the starting time shall remain constant during such work week. If the starting time is to be changed, the employee will be notified on the Friday prior to the work week whose starting time is to be changed.

Section 14.3. Work performed on a regularly scheduled shift starting before 12:00 midnight on the day before a holiday or on Saturday or Sunday extending into the holiday or Saturday or Sunday will be paid at the regular straight time hourly rate, for the holiday or Saturday into which the hours extend and time and one-half (1 1/2) for the hours worked which extend into Sunday.

Section 14.4. Time and one-half shall be paid for all time worked in excess of forty (40) hours in any one week. Paid status consists only of actual hours worked. PTO, jury duty and funeral leave do not count as hours worked for purposes of calculating overtime. Holiday hours will count as hours worked for the purposes of calculating overtime.

Section 14.5. If the Company requires overtime on an employee’s regular work day, then that overtime will be assigned to the employee who was performing the work requiring such overtime (daily overtime). If the Company requires overtime on a Saturday, a Sunday or a holiday, the overtime will be offered to the senior employee most familiar with the equipment, the procedures, the department and possesses the greatest skill to accomplish the overtime work as determined by the Company. If all qualified employees decline to work the overtime, then the Company may assign such overtime in inverse order of seniority. An employee who declines to work such Saturday, Sunday, or holiday overtime on three (3) consecutive occasions, for reasons other than illness or death in the family, will not again be offered such overtime until the employee notifies the Company that the employee will work overtime on a Saturday, a Sunday or a holiday.

Section 14.6. Saturday, Sunday, or holiday work will not be less than four (4) hours of work or pay at the applicable wage rate, including premiums.

Section 14.7. The meal period will not be less than thirty (30) minutes. The meal period will begin five (5) hours after the start of the employee's scheduled work day; provided, that at least one (1) employee per department may be scheduled a different starting time for the meal period in order to service customer requests at the Company's facilities during the meal period.

Section 14.8. An employee is expected to report to work at the employee's starting time; and, if the employee reports to work but is not put to work, then the employee shall be paid two (2) hours, provided, the employee remains at the job for such period of time as requested. If the employee starts to work, the employee shall be entitled to four (4) hours' work or four (4) hours' pay at the employee's straight time pay. No show up pay will be paid an employee if that employee is notified, by telephone or email, that there will be no work for that day. An employee's failure to keep a current address, email address, and telephone number on file with the Company will relieve the Company of any obligation to notify the employee that there is no work available. Actual telephoning or emailing by the Company to the employee prior to the regular starting time shall constitute notice pursuant to this paragraph 14.8.

ARTICLE 15—TEMPORARY JOB TRANSFERS

An employee who works in a higher classification shall be qualified to do the work in every respect in order to be paid the classification rate. If an employee works in a higher classification for any length of time during the work day, he shall receive a minimum of four (4) hours' pay at the rate of said classification. However, the employee may be put to work in any of the said classifications for a total of four (4) hours during any one day, regardless of whether said employee worked in said classification part of four (4) hours in the morning or in the afternoon. For example, if an employee works one (1) hour in the morning in said classification and three (3) hours in the afternoon, then the employee shall receive a total of four (4) hours at said classification pay rate for said day. If that employee works in said higher classification for a period of five (5) hours or more during any one (1) day, then that employee shall receive said classification rate of pay for the entire day, even though the employee works at a lower classification for the balance of the day.

ARTICLE 16—SAFETY AND HEALTH

Section 16.1. Both parties recognize the great importance of maintaining safe and efficient practices in the plant. All employees will be alerted to any conditions which may cause accidents or injury, and the employees are duty bound to report such conditions immediately to supervision and/or the Human Resource Manager. Management will promptly investigate all such reports.

Section 16.2. A safety committee consisting of at least two (2) employees shall be established by the Company so that discussions can be held between the Company and the employees regarding safety rules, hazardous conditions in the work place, and other safety concerns. Notice of safety meetings will be posted on the Company's bulletin board and the meetings shall be on Company time. Employee attendance is mandatory. An employee who is injured at work must

report such injury to the Company the day of the injury, regardless of how slight the injury may be.

Section 16.3. The Company shall continue to furnish restroom lockers and required safety devices for the use of the employees, including an eye wash station. Fire extinguishers will be maintained as required by OSHA. All employees must wear metatarsal guard steel-toed workboots (safety shoes). The Company will select several styles of safety shoes from a local vendor and will issue vouchers, up to Two Hundred (\$200.00) dollars, to employees who are in need of safety shoe replacements per visual inspection by Human Resources. If an employee elects to purchase a shoe of a greater value than the voucher allows, the employee will pay the difference in the price directly to the vendor. If an employee purchases a shoe of lesser value than the voucher, there will be no refund of the difference to the employee. Any employee, who for medical reasons requires a different vendor than that selected by the Company, may submit a doctor's certificate and upon approval, purchase their safety shoes from the vendor requested by the employee. After the employee purchases the safety shoes, the Company will provide reimbursement to the employee up to Two Hundred (\$200.00) dollars. All shoes paid for by the Company are not to be worn outside of the workplace. The Company will furnish leather palm work gloves when needed; however, the employee must turn in their used pair of gloves. The Company will pay for frames and the hardening of lens with respect to prescription safety glasses provided the employee purchases the safety glasses through a supplier approved by the Company.

Section 16.4. The Company may have a drug and alcohol-testing program that utilizes the United States Department of Transportation regulations as guiding principles. An employee who tests positive can have a leave of absence for rehabilitation. After rehabilitation, the employee can return to work. If that employee tests positive again, the employee will be terminated. The employee will follow the post rehabilitation program as recommended by the institution that provided treatment and rehabilitation to that employee.

Section 16.5. An employee must follow safety rules and procedures. The Company will use progressive discipline to enforce safety rules.

Section 16.6. Safety Incentive: This is a three (3) tiered benefit.

- (a) A taxable benefit amount of five hundred (\$500.00) dollars will be awarded by the Company on a yearly basis and paid to all eligible Longshoremen bargaining unit employees if the Company-wide Actual Incurred Losses do not exceed the Expected Losses. The target goal will vary each year upon receipt of the experience rating calculations from the NCCI. (Note: the loss calculations are determined by the National Council on Compensation Insurance, Inc. (NCCI) from industry codes, payroll classifications and dollar values of the injuries reported annually by our insurer).
- (b) A taxable benefit amount of five hundred (\$500.00) dollars will be awarded by the Company on a yearly basis and paid to all eligible Longshoremen bargaining unit employees if, as a group, they do not sustain a work related accident.

- (c) A taxable benefit amount of two hundred (\$200.00) dollars will be awarded by the Company on a yearly basis and paid to each individual Longshoremen bargaining unit employee, if he/she does not sustain a work related accident.

In order to be eligible for the benefit, all Longshoremen bargaining unit employees will be required to be employed by Cauttrell Enterprises, Incorporated on the 31st of December of each year. Employees who have sustained an injury will not be entitled to the Company wide portion of the Safety Incentive. Employees hired in during the calendar year will be entitled to a pro-rated amount based on one twelfth (1/12) of the benefit for each full month worked for the current year. Awards will be distributed to all eligible bargaining unit employees following the end of each calendar year.

ARTICLE 17—INJURY ON THE JOB

Section 17.1. It is the duty of each employee to report a work-related injury immediately on the date of its occurrence. This is necessary to correct any safety hazards and to prevent additional injuries and illnesses. If treatment is needed at the time of injury, the Company will determine the proper medical facility and will provide appropriate transportation. If the injury does not need treatment but the employee develops problems after hours or on the weekend, the employee must contact designated company representatives to approve treatment at a designated facility. Only in cases of an extreme emergency, when designated Company representatives cannot be contacted, may an employee seek treatment on their own accord. Reasonable efforts to contact designated Company representatives must be made and at a minimum a message must be left on the Company message phone line. As provided by law, an employee may use the employee's own medical provider for treatment, but that employee is responsible for paying the medical provider.

Section 17.2. Employees will be paid a minimum of eight (8) hours on a day in which an injury occurs. Employees returning to regular duty and still requiring follow up treatment for the injury will not be paid for time spent to visit the health care provider unless the only available appointment time is during their normal working hours. The Company's workers' compensation insurance carrier and/or the Human Resources Manager will do all scheduling of appointments. The Company will comply with the Missouri Workers Compensation Act.

ARTICLE 18—JURY DUTY AND FAMILY LEAVE

Section 18.1. Jury Duty. If an employee is called for jury service, the employee shall advise the employee's supervisor upon the receipt of such call, and if taken from work for such service, shall be paid eight (8) hours' pay at the employee's regular hourly rate for each day of absence, less pay received for the jury duty. The Company shall not be obligated to pay for jury duty for a period of more than five (5) days in any contract year.

Section 18.2. Funeral Leave. In the case of the death of a mother, father, spouse, spouse's parent, child, stepchild, grandchild, brother, sister, grandparent, or spouse's grandparent, the Company shall grant a leave of absence with pay from the date of death until and including the day of the funeral, not to exceed three (3) working days.

Section 18.3. Payment for Jury Duty or Funeral Leave will be made after the employee furnishes the Company with documentation of the employee's entitlement to payment for Jury Duty or Funeral Leave.

ARTICLE 19—HOLIDAYS

Section 19.1. The following days are paid holidays:

New Year's Day	Thanksgiving Day
Decoration Day	Day after Thanksgiving
Fourth of July	Christmas Eve
Labor Day	Christmas Day

Section 19.2. An employee who has been in the employment of the Company for at least forty-five (45) work days prior to any of the above-named holidays and who worked the last scheduled work day before and the first scheduled work day after such holiday shall receive holiday pay of eight (8) hours at the employee's regular hourly rate. Any work performed on a holiday shall be compensated for at one and one-half (1-1/2) times the straight time hourly rate in addition to the holiday pay. Any employee laid off within five (5) days prior to the holiday shall be paid for that holiday.

Section 19.3. In order to receive holiday pay, an employee must be available and ready for work on the work day preceding and the work day following a holiday, except if an employee is absent from work on said days because of a death in the immediate family or an illness verified by certification of a health care provider.

Section 19.4. When any of the aforesaid holidays falls on a Sunday, the following Monday shall be classified as a holiday. If a holiday falls on a Saturday, then it will be celebrated on the preceding Friday.

ARTICLE 20—PAID TIME OFF ("PTO")

The purpose of Company's Paid Time Off ("PTO") program is to provide employees a plan that will allow them flexibility to plan and manage their own earned paid time off, thereby allowing them a better work/life balance. PTO is a personal bank of hours available for each employee to use for vacation, sick leave, medical appointments, family illness, or any personal time off. PTO does not include holidays, jury duty, federal or state mandated leaves or bereavement leave. PTO is accrued per bi-weekly pay period and employees must work the entire pay period to earn full PTO time for that period. PTO must be used in a minimum of one-hour increments for hourly (non-exempt) employees. PTO will be calculated according to the employees' anniversary dates and accrue as outlined in the following tables.

PTO Hours Earned

Years of Service	Annual Hours Available	Monthly Accrual
Upon Hire	16 Hours (after completion of probationary period up to Anniversary Date)	4.67 Hours
After 1 year of service	56 Hours	8 Hours
After 2 years of service	96 Hours	8 Hours
After 6 years of service	96 Hours	11.33 Hours
After 7 years of service	136 Hours	11.33 Hours
After 13 Years of Service	136 Hours	14.66 Hours
After 14 years of service	176 Hours	14.66 Hours

PTO Program Description

PTO is to be used for absences such as vacation, personal business, personal/family illness or other personal time off. New hires will accrue PTO immediately, but will not be eligible to take PTO until they have completed their 45-day probationary period. The rate at which PTO is earned and accrued per two-week pay period is based on years of service and will adjust according to the employee's anniversary date, effective the beginning of the first bi-weekly pay period following their anniversary date.

PTO is use it or lose it, meaning that PTO that has been earned or accrued during a year but which is unused by an employee by the end of their anniversary year, will expire. However, the Company will payout up to 40 hours of unused PTO at the end of the Employee's anniversary year provided the employee is employed at that time. Employees will not be allowed to have a negative PTO balance. Upon termination of employment for any reason, employees forfeit all earned and accrued PTO.

Taking PTO

Non-exempt (hourly) employees must take PTO for the entire period of time they are out during a workday. PTO will not count towards hours worked for overtime. An employee who does not work at all during a workday and records 8 hours (or the number of hours for their regular shift for that day) and works additional hours on the other workdays of that week will be paid all of

the hours worked plus 8 hours (or the number of hours for their regular shift for that day) PTO at the regular rate of pay, unless the number of hours worked on the other days exceeds 40 worked hours; then the number of hours worked over 40 hours will be paid at the overtime rate.

PTO should be scheduled with the employee's supervisor in a timely manner, preferably at least two weeks in advance unless it is impossible to do so (such as for illness or emergency). Approval of requests for PTO will be subject to the work requirements of the department. Length of employment may determine priority in scheduling PTO times.

Employees are expected not to abuse PTO through frequent unscheduled absences. If unscheduled absence is necessary, the employee's supervisor or another supervisor should be notified prior to the employee's scheduled shift or as soon as possible. Unscheduled absences of five days or more for reason of injury or illness will require authorization to return to work. An employee who is absent for three days without notifying the company will be considered as abandoning their position with the company and will be removed from the payroll. A company holiday that falls within an employee's scheduled paid time off period will not be counted as part of the employee's scheduled paid time off. Unscheduled absences and all non PTO absences are subject to the No Fault Absenteeism Policy; P-100 Longshoremen version.

ARTICLE 21—HEALTH & WELFARE

Section 21.1. The Company shall contribute monthly to the International Longshoremen's Association Health and Welfare Fund (Fund) for each employee who has obtained seniority status as provided in Article 13—Seniority. A new employee will be covered by the Fund on the first (1st) day of the first (1st) month following the employee's successful completion of the employee's probation period.

Section 21.2. Contribution Amounts.

- (a) Effective September 1, 2019, the Company agrees to raise its contribution to the minimum contribution amount established by the Trustees for full Employer participation, not to exceed \$1,261.21 per employee per month, less the employee contribution set out below.
- (b) The Company will require each employee to contribute, as a partial reimbursement for costs incurred by the Company in providing insurance from the International Longshoremen's Association, Local 1765, Health and Welfare Fund. Effective September 1, 2019, the employee contribution is Forty-two (\$42.00) dollars per week.

Such employee contributions shall be provided through weekly payroll deductions and all such deductions shall be made on a pre-tax basis. This provision is subject to change to comply with any and all future IRS regulations.

Section 21.3 Employer contributions to the Welfare Fund shall be paid by the 10th day of the month for which the contributions are owed. The Employer shall be considered delinquent for a

particular month if its required report and payment for that month are not received on or before the 10th day of the month for which the contribution is due.

Section 21.4. If an employee is granted a Medical or a Personal Leave of Absence, he/she is responsible for payment of health care premiums as defined in Articles 12.5 and 12.6. If an employee is absent because of an injury or illness covered by Workers' Compensation insurance, the Company shall continue to make its required contributions during the period the employee is receiving such compensation for a maximum of twenty (20) weeks.

Section 21.5. If delinquent, the Employer shall be required to pay all costs of collection actually incurred by the Trustees, including attorney's fees, service fees, audit fees, court reporter fees, and all other fees, costs, and disbursements incurred by or on behalf of the Trustees in collecting the amount due. The Employer agrees to pay liquidated damages and interest established by the Trustees for the late payment of contributions.

Section 21.6. The Employer agrees to be bound by the Terms of the Trust Agreement for the Welfare Fund, as amended from time to time in accordance with its terms.

Section 21.7. The Company by the execution of this Agreement assumes no financial liability as to the acts of the trustees.

Section 21.8. The Company will be relieved of its obligation to make the required contribution to the Fund for any laid off employee for any month other than the month in which the layoff occurs.

Section 21.9. Because health insurance costs continue to increase significantly, the Company and the Union agree to sit down and reopen the contract for the sole purpose of discussing any changes to the healthcare coverage if the Company finds better priced but fully comparable coverage during the contract year.

ARTICLE 22—PENSION

Section 22.1. Effective September 1, 2019, the Company will continue to contribute for each eligible employee covered by this Agreement One (\$1.00) dollar per hour to a maximum of forty (40) hours worked per week to the INTERNATIONAL LONGSHOREMEN'S ASSOCIATION PENSION FUND. An eligible employee is one who has completed one (1) year of continuous service with the Company

The Company also currently pays a pension supplement at the rate of seventy-one cents (\$0.71) per hour to a maximum of forty (40) hours worked per week. The pension supplement expires on the earlier of the date on which the Pension Fund actuary determines that the fair market value of Plan assets equal or exceed 100% of the value of accrued benefits or August 31, 2020.

Section 22.2. During the term of this Agreement, the Company shall have the right at any time, in its sole and exclusive discretion, to cease participation in and all contributions to the Pension Fund ("Fund"), including both regular and pension supplement contributions, provided the Company gives thirty (30) days advance written notice to the Union of the Company's withdrawal from the Pension Fund.

It is further agreed that in the event the Company elects to cease participation in and contributions to the Fund, the Company will, in lieu of further contributions to the Fund, contribute for each eligible employee covered by this Agreement one dollar (\$1.00) per hour to a maximum of forty (40) hours worked per week to the Cauttrell Enterprises, Inc. Savings Plan (hereinafter "Saving Plan"). An eligible employee is one who has completed one (1) year of continuous service with the Company. The Company will provide the Union with a copy of the Summary Plan Description of the Savings Plan.

ARTICLE 23—WAGES

Section 23.1. Employees shall be paid in accordance with Exhibit A attached hereto and incorporated herein.

Section 23.2. An employee working the second shift will receive a twenty cents (\$.20) an hour shift premium. An employee working the third shift will receive a thirty-five cents (\$.35) an hour shift premium.

Section 23.3. Each eligible employee on the payroll as of September 4, 2019 will receive a Seventy-Five (\$.75) cent per hour increase.

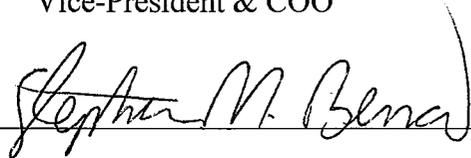
ARTICLE 24—DURATION OF AGREEMENT

Term of Agreement. This Agreement shall be in effect as of the first (1st) day of September, 2019, and shall remain in full force and effect until the thirty-first (31st) day of August, 2020, and each year thereafter, unless written notice of termination or desired modifications is given at least sixty (60) days prior to August 31, 2020, or to any yearly expiration date thereafter by either of the parties hereto.

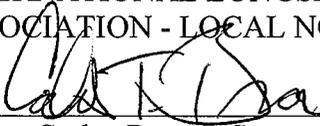
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto as of the ____ day of September 2019.

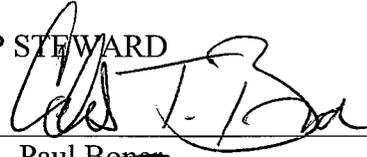
CAUTTRELL ENTERPRISES, INCORPORATED
D/b/a FENSTER STEEL CORPORATION, &
CARDINAL STEEL SUPPLY,

By 
Ed Cota
Vice-President & COO

By 
Stephen M. Berra
General Manager

INTERNATIONAL LONGSHOREMEN'S
ASSOCIATION - LOCAL NO. 1765, AFL-CIO

By 
Carlos Brown, Secretary-Treasurer

SHOP STEWARD
By 
~~Paul Boner~~

Appendix A—WAGE SCHEDULE

JOB #	CLASSIFICATION	MINIMUM ENTRY LEVEL	MINIMUM JOURNEYMAN LEVEL
401-201	Fitter Trainer - Fitter Leadman	\$10.65	\$15.80
402-404	Fitter Structural Ornamental-Fitter Layout Details	\$10.30	\$15.55
403	Fitter Beam Line Operator	\$10.15	\$15.55
200	Residential Structural Fitter Leadman-in-Charge	\$11.80	\$15.55
105	Maintenance Leadman-in-Charge	\$11.80	
510	Layout/Detail Leadman-in-Charge	\$11.80	
204-100	Maintenance Leadman -- Maintenceman	\$10.80	
101-103	Fitter Maintenance -- Fitter Inspector	\$10.80	
203-205	Residential Fabricator -- Leadman Loader Painter	\$10.05	
301-302	Saw Operator	\$10.05	\$10.10
	Beam Line Operator		
508-405	Residential Floater -- Layout and Details	\$10.05	
202-602	Warehouse Leadman - Warehouseman Driver	\$9.95	
507	Warehouseman Machine Operator	\$9.90	
503-511	Warehouseman-Warehouse Leadman-in-Charge	\$9.85	
502-509	Material Handler Welder -- Material Handler Shear	\$9.80	
505	Material Handler Details Machine Operator	\$9.75	
501	Material Handler Painter	\$9.55	
504	Material Handler Helper Loader	\$9.55	
506	Material Handler General Maintenance	\$9.55	

Effective September 1, 2017

- A-1 The Company, at its sole discretion, may hire an employee within a classification at any rate above the minimum entry level based upon experience, skill, ability, etc.
- A-2 When an employee qualifies for and performs a higher classification as determined by the Company, the employee will, in compliance with the Company's training and advancement program, be transferred into the new classification.
- A-3 The Company may, at its discretion, establish new classifications and salary ranges. When establishing a new job classification, the Company must notify the Union Business Agent and the Union Stewards first. The Company also agrees to post openings in the new job classification and allow bargaining unit members to apply for vacant positions in the new classification.
- A-4 The Company shall designate those employees who will serve as back-up maintenance helpers when necessary.

Cauttrell Enterprises, Incorporated

Title: No Fault Absenteeism	Policy No: P-100
	Submitted By: Katy Perry
	Approved By:
	Supersedes No. P-100 9/01/2017
Longshoremen Version	

Policy:

Cauttrell Enterprises, Incorporated believes its operations are most effectively carried out when its employees are available and prepared for work at assigned times on scheduled workdays. The Corporation recognizes absences may occur from time to time. Absences will be handled according to the procedures stated in this policy. This policy applies to all Cauttrell Enterprises, Incorporated employees who are members of the International Longshoremen’s Association Local 1765 with which Cauttrell Enterprises, Incorporated has entered into a collective bargaining agreement or contract.

Procedure:

- A. **Summary:** It is each employee’s responsibility to be present and ready to begin work at the time his/her regular or overtime shift is scheduled to start. If an employee determines that he/she is unable to report to work it is his/her responsibility to notify his/her immediate Supervisor, Division Manager, of Human Resources Representative as soon as possible prior to the scheduled shift starting time.
- B. **Unpaid Free Days:** Annually, based on the period September 1, 2019 through August 31, 2020, each employee employed on September 1, 2019 will be awarded a total of two (2) days of unpaid time. Employees hired after September 1, 2019 will receive a prorated amount of unpaid time upon completion of probation. Any unused time will expire at midnight on August 31, 2020.
 - a. Hired on or before September 1, 2019 – 2 days of unpaid time
 - b. Hired September 2, 2019 – January 1, 2020 – 1.5 days
 - c. Hired January 2, 2020 – May 1, 2020 – 1 day
 - d. Hired May 2, 2020 – August 1, 2020 - .5 day

Absenteeism neither scheduled and authorized nor covered by PTO as outlined in the agreement between Cauttrell Enterprises, Incorporated and the International Longshoremen’s Association Local 1765 will be charged against the number of

available days remaining in the employee's Unpaid Free Day account in accordance with the following schedule:

- e. **¼ Day Charged** - Arriving or Leaving between 5 minutes and 1 hour of shift schedule
 - f. **½ Day Charged** – Arriving or Leaving between 1 hour and 4 hours of shift schedule
 - g. **1 Day Charged** – Arriving or Leaving 4 hours or more than 4 hours of shift schedule.
- C. Discipline: If an employee has exhausted his/her available Unpaid Free Days, absences will be subject to the Progressive Disciplinary Program as outlined in Policy P-550.