

AGREEMENT

between

CLARKE FIRE PROTECTION PRODUCTS, INC.

And

DISTRICT NO. 34

of

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS

AFL - CIO

September 1, 2019 through August 25, 2023

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THIS AGREEMENT is made effective the 1st day of September, 2019, by and between CLARKE FIRE PROTECTION PRODUCTS, INC., 100 Progress Place, Cincinnati, Ohio (hereinafter called "Employer") and District No. 34 of the International Association of Machinists and Aerospace Workers AFL-CIO, or its successors, (hereinafter called the "Union");

WITNESSETH THAT:

It is agreed by and between the parties hereto as follows:

ARTICLE I - UNION RECOGNITION

Section 1. Recognition. The Employer, in compliance with the provisions of the National Labor Relations Act, and pursuant to a certification of the National Labor Relations Board recognizes the Union as the exclusive bargaining representative of all Fabricators, Welders, R&D Technicians, and Wranglers of the Employer at its Cincinnati, Ohio establishment, 100 Progress Place., any location within a 1 mile radius of the Employer's present location, or a new location in case the establishment moves their plant to a point within a radius of 25 miles from said establishment, or within the Cincinnati Commercial Zone as outlined on the 1977 Cincinnati Chamber of Commerce Map, whichever is greater, but excluding all sales employees, office clerical employees, vocational co-op students, and all professional employees, guards, and supervisors as defined in the Act.

Section 2. Co-Op Students. Vocational co-op trainees shall be limited to two students at a time and employed only during the regular co-op program period. Co-op students will be limited to no more than 25 hours of work per week during the regular school year and 40 hours per week otherwise, Co-op students will not be offered overtime until all bargaining unit members in the department have been offered overtime. Choice of student, vocational school, and co-op program is vested solely in the Employer. Within 60 days after completion of co-op training, upon promotion or assignment to work beyond the regular co-op program, a co-op

student will be required to join the Union as a regular employee and be placed in a job classification.

Section 3. Exclusive Representative. The Employer will neither negotiate nor make any agreements for any of its employees in the bargaining unit covered hereby unless it be through the duly authorized representative of the Union.

Section 4. Successors and Assigns. The terms and conditions of this Agreement shall not apply to any subsequent assignee, purchaser or successor in interest.

Section 5. Union Shop. It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this agreement, shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that effective from and after the thirty-first (31st) day following the execution date of this Agreement, the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the period dues of the Union; and that the continued employment of persons were in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union shall be conditioned upon those persons becoming members of the Union no later than the thirty-first (31st) day following the execution date of this Agreement. The failure of any person to become a member of the Union at such required time shall oblige the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to tender his Union dues as required

herein shall upon written notice to the Employer, by the Union to such effect, obligate the Employer to discharge such person, and the Union agrees to hold the Employer harmless against any liability arising out of its actions in reliance upon such notice.

Section 6. Dues Deductions. The Employer agrees to deduct each week of all employees covered by this agreement, application fees and dues uniformly paid by members of the Union; provided, however, that the employees have provided pre-written authorization for such action on the part of the Employer. Such written authorization shall conform to and be in accordance with all applicable Federal and State laws,

All monies deducted shall be forwarded to the President or Secretary-Treasurer of the Union by the tenth (10th) of each following month.

The Union will furnish a statement to the Employer each month upon which the payroll deductions will be based.

The Union will hold the Employer harmless from any liability of whatever sort, which it might incur arising out of its actions taken in good faith to comply with this section and agrees to defend the Employer from any claims arising therefrom.

Section 7. MNPL Check-Off. The Employer agrees to deduct and transmit to the Treasurer of the Machinists Non-Partisan Political League (MNPL) the amount specified for each week worked from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by MNPL. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each employee. Employer shall invoice the union annually for one percent (1%) of the amounts deducted to comply with the Landrum-Griffen Act.

ARTICLE II — GENERAL PURPOSE

The purpose of this Agreement is to maintain a stable and orderly work environment through the clear definition of the respective rights, duties and obligations of the Employer, its employees and the Union.

ARTICLE III — MANAGEMENT RIGHTS

Section I. Management Rights. The Employer retains all rights, powers and authorities of management, except those expressly abridged, delegated, granted or modified by this Agreement, which may be exercised at any time during this Agreement, which shall include by way of illustration but not by way of limitation:

- (a) the exclusive right to manage the business and to determine and from time to time to redetermine the type of operation, and the methods, processes, means, personnel, and materials to be utilized in the business;
- (b) to plan, direct and control the business;
- (c) to establish, change, continue or discontinue policies, practices and procedures for the conduct of the business, to investigate and analyze pertinent and relevant facts when making management decisions and to select the appropriate facts on which to base management decisions;
- (d) to introduce change, alter, substitute, replace, add to, or eliminate equipment, processes or procedures;
- (e) to introduce or use equipment, processes or procedures which require fewer operators or other personnel;
- (f) to discontinue, temporarily or permanently, and in whole or in part, the conduct of its business or operation;

- (g) to determine the products, components, parts and services to be produced, manufactured or performed by the Employer or to be purchased from outside sources;
- (h) to determine the sources of materials, products, services and supplies;
- (i) to subcontract or buy in the open market from outside sources any and all products, components, and parts at such times as the Employer deems appropriate;
- (j) to transfer work or services to other locations owned by or affiliated with the Employer;
- (k) to determine and from time to time redetermine, the number and classes of employees to be employed;
- (l) to extend, maintain, curtail, or terminate the business or operation(s) of the Employer;
- (m) to introduce, change, or discontinue products, product lines, or services;
- (n) to determine and adjust production and quality standards as the Employer deems reasonable;
- (o) to establish jobs or readjust or eliminate existing jobs;
- (p) to evaluate employees;
- (q) to promote employees or demote employees;
- (r) to establish, change or discontinue production standards, performance standards, work schedules, work allocations and work assignments, including overtime assignments, in accordance with requirements determined by the Employer;

- (s) to determine and from time to time redetermine job content;
- (t) to select, hire, train, supervise, discipline, suspend, discharge, and lay off employees in accordance with requirements determined by the Employer;
- (u) to determine the number and starting times of shifts, hours and days of work, and the number, classification and skills of employees to be actively employed by the Employer at any time or place;
- (v) to determine and change duties and kind and type of work to be performed by employees;
- (w) to transfer employees from one department, section or location to the same or different duties in another;
- (x) to subcontract work. However, work normally performed by Fabricators or R&D Welders will not be subcontracted if: i) such subcontracting will result in the direct or immediate lay-off of R&D/Welders or Fabricators, or ii) Fabricators or R&D Welders qualified to perform such subcontracted work are on layoff at the time of the subcontracting. The terms of any subcontract of bargaining unit work shall be provided to the Union upon execution;
- (y) to make, apply, alter, amend and enforce rules and incentives restricting or prohibiting smoking and/or mandatory drug and alcohol testing of employees on reasonable suspicion (the Employer's determination of reasonable suspicion shall be subject to the grievance procedure), or after accidents to which drug or alcohol impairment could have been a contributing factor;

- (z) to make and change work, safety and other rules including regulations and incentives for production, discipline, efficiency, and attendance (including production bonuses established through Total Quality Management programs and meetings with employees), and to set, change and enforce penalties for their violation;
- (aa) to take other measures as the Employer deems reasonable for the orderly, efficient and profitable operation of the business;
- (bb) to employ supervisory or customer support clerical personnel incidentally in the performance of work similar to or identical with the work performed by the employees covered by this Agreement;
- (cc) to request employee participation and advice in the hiring, interview, and probationary evaluation process.

The Union and the employees recognize that the express provisions of this Agreement which constitute limitations on the Employer, are the only limitations other than limitations of law, upon the Employer's right to manage its business and that the enumeration in this Agreement of certain rights, powers, functions and authority of the Employer shall not be deemed to exclude those not enumerated herein.

Section 2. Non-Contract Benefits. All employee benefits of any nature whatsoever, which are not specifically required by this Agreement, are terminable at will and without cause at any time by the Employer.

ARTICLE IV- SENIORITY

Section 1. Bargaining Unit Transfers. Seniority is the length of the employee's "continuous employment" by the Employer since his last hiring date. Any employee of the Employer who is now outside the bargaining unit at the Cincinnati plant of the Employer

and any employee in the future who is transferred to a position with the Employer outside the bargaining Unit shall retain his seniority for a period of seven (7) years, but shall not accrue additional seniority while so working outside the bargaining unit. After such seven (7) year period he will lose all seniority within the bargaining unit.

Section 2. Seniority List. A list giving the seniority of each employee within each department in the bargaining unit shall be prepared and posted by the Employer on the bulletin board every six (6) months. The seniority as shown by said list of any employee who does not within ten (10) days after the posting by the Employer of such list file written exceptions with the office of the Employer as to his seniority rating shall be considered correct as listed and such copy will then be given the Union.

Section 3. Probationary Period. The Employer shall place new employees on probation for a period of one-hundred and eighty (180) calendar days during which time such new employees shall have no seniority rights and during which time the Employer may discharge such employees without cause and without being subject to the grievance procedure herein. In case of layoff, the Employer shall lay off such new employees in the department in which an employee is laid off before laying off employees with seniority in that department, provided the employees with seniority have the skill and ability to perform the work available. New employees after having fulfilled the probation period above described shall date their seniority from the beginning of such period,

Section 4. Recall Factors. In the event of lay off or recall from lay off of employees, the following factors shall be considered:

- (a) Seniority
- (b) Skill and ability to perform the work in question

It is recognized that Fabricators have greater skill and ability than Wranglers.

Section 5. Injury/Illness Layoff. An employee shall be continued on the seniority list of the Employer for a period equal to his seniority, but not to exceed twelve (12) months from the date of his lay off. An employee on lay off because of a compensable injury incurred on the job, or proven illness or accident shall remain on the seniority list for a period equal to his seniority at the time of said lay off but not less than twelve (12) months or more than sixty (60) months. Employees on layoff will be offered re-employment in their department before new employees are hired and will be paid wages from Article VI.

All lay-off and recall from lay off of employees covered by Article IV will be governed by Article IV, Section 4 of this Agreement.

Section 6. Termination of Seniority. The terms "continued service" and "employed continuously" as used in this Article shall be so construed that absence from employment due to illness, accident, family deaths, vacations or leaves of absence, or lay off by the Employer due to lack of work shall not cause a break in the meaning of the word "continuous" for the purpose of computing seniority, pay rates and other provisions of this Agreement unless the employee's seniority is terminated. Seniority shall be terminated for any of the following reasons:

- (a) If the employee quits;
- (b) If the employee is discharged for cause;
- (c) If the employee is absent without notifying the Employer for three (3) working days;
- (d) If the employee fails to report for work within five (5) days after being notified to report by certified or registered mail. It shall be the duty of

each employee at all times to keep the Employer office advised in writing of his current mailing address to entitle such employee to the benefits of this Article; and

- (e) If continuous absence or lay off because of sickness or injury extends beyond the limitations set forth in Section 5 of this Article.

Section 7. Military Service. Regular employees who leave the service of the company to enter the United States Armed Forces, or are drafted in the service of the U.S. Maritime Commission, or are drafted by the United States Government for civilian service, will, upon their return, within ninety (90) days from release from such service be granted such reinstatement and seniority rights as such employee is entitled to under the applicable provisions of law.

Section 8. Leaving Early. When it is necessary, in the sole judgement of management, because of a lack of work, to send employees home early for the remainder of the day, then the employees will be sent home by seniority order with the newest employee in each classification first.

Section 9. Shift Selection. Bids for assignment to the first, second, third or split week shifts will be considered during the months of February, June, and October or when a permanent vacancy occurs. All new and vacated positions shall also be posted for bid. All bids will be considered on the basis of seniority, but only if consistent with the personnel requirements of the Employer. A bid sheet will be posted two (2) weeks prior to the effective date of scheduled shift changes to enable all employees to consider bidding. A list of shift changes will be posted one (1) week prior to shift change date.

ARTICLE V— HOURS OF WORK AND OVERTIME

Section 1. Work Day and Work Week. The normal work week shall consist of forty (40) hours per week, excluding lunch periods. The Employer shall determine the days and hours of work for each department and shift. The work week shall begin at the starting time of the first shift on Monday of each week and end on the following Monday at the starting time of the first shift.

Section 2. Overtime. All time worked in excess of forty (40) hours per week shall be paid for at the rate of one and one-half (1½) times the employee's straight time hourly rate. All mandatory hours worked in excess of eight (8) hours a day for a five (5) day shift schedule or ten (10) hours a day for a four (4) day shift schedule shall be paid at the rate of one and one-half (1 1/2) times the employee's straight time hourly rate. Holiday pay will be considered time worked for purposes of this Section. There shall be no duplication or pyramiding of overtime pay. The Employer may require and assign overtime work when and how, in its opinion, the overtime work is necessary for the efficient operation of the business. As a matter of policy, however, the Employer will try to meet its overtime needs on a voluntary basis. When feasible, the Employer will give third-shift employees advance notice (which may include the use of mass text or e-mails) of weekly voluntary overtime as given to employees on other shifts. If the Employer reduces regularly scheduled hours in any work week, all voluntary overtime worked that week will be paid at time and one-half (1 ½)

Section 3. Lunch. Lunch periods shall be unpaid, except for third shift, and a minimum of thirty (30) minutes per work day as scheduled by the Employer.

Section 4. Guaranteed Overtime Work. An employee called for scheduled work on a day he is not regularly scheduled to work, and an employee who has left the premises and who is called back to work after his regular shift, shall be guaranteed four (4) hours paid at

the applicable hourly rate. Employees called in for emergency or unscheduled work shall be paid at the applicable rate for actual hours worked, with a minimum of two (2) hours. However, if an employee wishes to continue to work, the four (4) hour guarantee shall be paid.

Section 5. Holiday Work. All work performed on holidays, as described in Article VIII, shall be paid at the rate of two (2) times the employee's straight time hourly rate. In addition, the employee shall receive holiday pay as provided by Article VIII.

Section 6. Overtime Distribution. To the extent possible and feasible the Employer will make every reasonable effort to distribute overtime equally among the employees of a department in the respective classification. The Employer will post year-to-date overtime hours by employee quarterly.

Section 7. Excusal from Overtime. In the event that the entire shift (or majority thereof) is required to work overtime, an employee may request to be excused from the overtime work and such request will not be unreasonably denied.

Section 8. Refusal of Overtime. Employees may refuse overtime work on a seniority basis provided an employee with less seniority is available and has the skill and ability to perform the required work or if they have not received 12 hours notice.

Section 9. Air Travel. All required air travel time pay away from the shop, shall be at the employee's appropriate rate. Time spent to and from the airport is not to be considered hours worked.

ARTICLE VI- WAGES

Section 1. Base Rate. Upon the effective date of this Agreement, employees shall be paid a minimum of the base rate and a maximum of the rates set forth below.

<u>CLASSIFICATION</u>	<u>Base Rate</u>	<u>09/02/19</u>	<u>8/31/2020</u>	<u>8/30/2021</u>	<u>8/29/2022</u>
FABRICATOR I					
R&D/WELDER	\$22.00	\$32.75	\$33.57	\$34.41	\$35.44

FABRICATOR	\$19.00	\$31.57	\$32.36	\$33.17	\$34.16
WRANGLER	\$14.00	\$25.02	\$25.65	\$26.29	\$27.08

*On September 1, 2019 all employees with at least 30 days seniority will receive a 2.5% Base Rate increase. As set forth above the maximum rates shall increase by 2.5% on 8/31/2020, 2.5% on 8/30/2021, and 3% on 8/29/2022.

Section 2. Premiums.

(a) Regular Premiums.

(i) Leadman. Employees, while designated as Leadmen by Employer in its discretion, shall receive a \$2.00 per hour premium above their Base Rate. (All Employees have the right to refuse a Leadman designation).

(ii) Sunday Work. Work performed on Sundays as part of the regular work week shall be paid at the rate of one and a half times the employee's straight time hourly rate. All other work on Sundays shall be paid at double time.

(iii) Dyno Operators & Certified Painters. Employees chosen by the Employer to primarily perform Dyno Operations or Employees who are certified painters who also primarily perform paint operations shall receive a \$.50 per hour premium in addition to their Base Rate. R&D Employees who occasionally perform Dyno Operations or paint operations shall not receive this premium.

(iv) Field Service. Bargaining Unit Employees, except for Leadmen and top scale R&D employees, shall receive a \$1 premium for work performed away from the Employer's premises.

(b) Discretionary Premiums. The Employer retains the right to pay a premium above the Base Rates as it individually determines from time to time to be appropriate.

Section 3. Classification and review. Employees not at the top of their wage scale will be reviewed every six (6) months. The Employer will provide the employee and the union steward a copy of the notice of review that is provided to the employee's Department Manager. Employees shall receive (if warranted) a minimum of \$.50 per hour increase until reaching the top rate in their classification. Wranglers at the top of their Base Rate will also be reviewed every six (6) months for promotion to a higher classification. The determination of eligibility and qualification for merit increases and classification promotion/demotion are functions of management and are not subject to arbitration. An employee will be reviewed within two (2) weeks of his/her review due date. An employee's review date shall be calculated from his/her date of hire. Any employee not reviewed within this period will receive a \$.50 per hour wage increase (subject to the classification maximum) retroactive to the due date if the employee gave his/her Manager a written request for a review within seven (7) days of the review due date.

Section 4. Shift Differential. A shift premium equal to 8% of the applicable Base Rate plus any Leadman premium shall be paid to employees working shifts starting after 11:00 a.m. and before 6:00 a.m. Third shift employees (shifts starting after 10:00 p.m. and before 6:00 a.m.) shall also receive a paid one-half hour lunch period.

Section 5. Excused Absence. The Employer will consider an appointment for medical care as an excused absence providing the proper documentation is brought to the attention of the supervisor at least twenty-four (24) hours prior to the scheduled appointment.

- A. An appointment card must be provided, and/or
- B. A note or some documentation from the Doctor's office indicating you had an appointment for treatment and that you kept the appointment.

Section 6. Definition of Tardiness. An employee shall be considered tardy if he/she clocks out early or is late by more than five (5) minutes.

ARTICLE VII— GRIEVANCE PROCEDURE

Section 1. Grievances. Work shall not be suspended if a grievance is presented by an employee or employees or in the event an employee believes he has a grievance. A grievance shall be any dispute concerning the application, the interpretation or compliance with any of the terms of this Agreement. In the event that an employee believes he has a grievance it should first be discussed by the employee with his immediate supervisor. If no satisfactory adjustment is made, such grievance shall then be settled in the following manner;

Step 1.

The aggrieved employee or a shop steward shall reduce the grievance to writing and present the same to the Production Manager or his designee. The Production Manager or his designee shall give his written answer to the grievance within five (5) working days after its receipt..

Step 2.

If no satisfactory adjustment is made as provided in Step 1, the matter shall then be referred by the employee or the steward, as the case may be, to the President of the Employer or his designee, who shall review the alleged grievance and give a decision within five (5) working days after the grievance is received by the President or his designee.

Step 3.

If no satisfactory adjustment is made as provided in Step 2, or if the Employer has a grievance against the Union, the matter shall then be taken to a conference between an official of the Union and a representative designated by the Employer. The answer to such grievance is to be given within five (5) working days after the conference.

Step 4.

If no settlement of the grievance is reached in the foregoing steps, the matter shall then be submitted to arbitration if either the Employer or the Union shall so request by depositing such request in the U.S. Mail with the correct street address of the other party in writing within five (5) working days after the answer in Step 3. The parties shall endeavor to reach agreement upon an arbitrator, but if such agreement has not been reached within five (5) working days after request for arbitration is delivered, then the matter shall be referenced to the Federal Mediation Service or American Arbitration Association (at the election of the Employer) for the selection of an arbitrator pursuant to its rules and regulations.

The Employer and the Union shall divide equally the costs necessary to obtain a panel of arbitrators, and to conduct the arbitration; provided however that each party shall bear the expenses of preparing its own case, including the expense of its own staff. The decision of the arbitrator shall be binding and final on all parties.

Section 2. Time Limits. Any grievance not presented in writing within five (5) working days after the employee knows, discovers or should have known or discovered an occurrence of the event out of which the grievance arose shall not be entitled to consideration. Any grievance not taken from one step of the grievance procedure to the next within five (5) working days after the answer given in the preceding step shall be considered closed on the basis of the last answer except that in Step 4 the parties shall have five (5) working days to request arbitration as aforesaid. All time limits may be changed by prior mutual agreement. Written grievances not answered by the Company within the time limits as described in any step of the grievance procedure shall be automatically settled in favor of the Union.

Section 3. Expenses. The fees and expenses of the arbitrator shall be borne equally by the Employer and the Union.

Section 4. Arbitrator. The arbitrator may interpret this Agreement and apply it to the particular case presented to him, but he shall not have authority to add to, subtract from or in any way modify the terms of this agreement or any agreement made supplemental hereto.

Section 5. Union Access. Any authorized Union representative, with permission of the Production Manager or his designee, shall be permitted to go into the shop whenever such action is necessary for the purpose of investigating or processing grievances, but such conferences shall be so conducted as to not interfere with the work of the employees.

ARTICLE VIII- HOLIDAYS

Section 1. Holidays. For the purpose of this Agreement, the following shall be recognized as paid holidays:

New Years Eve
New Years Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Day after Thanksgiving
December 24th
Christmas Day

No work will be scheduled on Easter Sunday. Any employee otherwise scheduled to work on Easter Sunday shall be re-scheduled to another contiguous day of his work week.

Section 2. Holiday Pay. Each employee shall receive eight (8) times his regular hourly rate of pay as holiday pay for each of the above recognized holidays, or days observed as such. All work done on any holiday listed above, or days observed as such, shall be compensated at the rate of twice the employee's regular hourly rate of pay plus holiday pay.

Section 3. Eligibility. Employees shall receive holiday pay provided they are on the active payroll; have been in the employ of the Employer for at least thirty (30) days; and have worked the last scheduled working day before and the first scheduled working day following the holiday unless excused by the Employer.

Section 4. Sickness/Injury. In the event an employee is not on the active payroll of the Employer on any of the holidays listed above or is not able to work on his last scheduled work day before or first scheduled work day following the holiday because of sickness or injury, then that employee is nevertheless entitled to holiday pay provided that the sickness or injury is substantiated by a doctor's certificate, or other verification acceptable to management.

Section 5. Vacation. In the event that one of the holidays named above falls within an eligible employee's accrued vacation period, and he is absent from work because of

such vacation, he shall be paid for such holiday in addition to vacation pay, or receive a day off at the beginning or end of the vacation period.

Section 6. Saturday/Sunday Holiday. When any of the above named holidays falls on Sunday, the following Monday shall be observed as such holiday. When holiday falls on a Saturday, the Employer will follow the custom of the industry in the area.

Section 7. Layoff. Employees who are otherwise eligible for holiday pay who have been laid off because of a reduction in force during the week prior to or during the work week in which the holiday falls shall receive holiday pay.

Section 8. Perfect Attendance Days. Beginning October 1, 2016 and for every calendar year quarter thereafter, each employee who has perfect attendance excluding only bereavement, jury duty, pre-approved vacation, union training, approved perfect attendance time, and military duty absences shall be awarded a paid personal (8 hours) day (with a maximum accrual of 24 hours) which may be used after twenty-four (24) hours advance notice to and approval by the Employer. Personal time not used within twelve (12) months after award will be voided. If an employee calls off, comes in late or leaves early with less than twenty-four hour notice/approval, any accrued Perfect Attendance hours will be charged and the employee will still be subject to discipline under any applicable Company policy. However, if an Employee has perfect attendance time sufficient to cover Employee's absence, and the Employee has a note from Employee's physician stating that employee attended an appointment for Employee or Employee's minor child, then Employee's Perfect Attendance hours will be used, Employee will not be disciplined and Employee will remain eligible for Perfect Attendance Hours notwithstanding the absence.

ARTICLE IX- VACATIONS

Section 1. Allocation. The Employer agrees to give vacation with pay during each vacation year to employees who are eligible for vacations pursuant to the provisions of this Article. The final right to allocate vacation time shall rest with the Employer in order to preserve the orderly operation of the Employer's business and meet the needs of the Employer's customers.

Section 2. Vacation. Effective January 1, 2020, all employees who are on the active payroll of the Employer as of the date of said vacation and have been continuously in the service of the Employer shall receive vacation with pay as follows:

After one (1) year continuous service	1 Week Vacation
After two (2) years continuous service	2 Weeks Vacation
After five (5) years continuous service	3 Weeks Vacation
After fifteen (15) years continuous service	4 Weeks Vacation

Vacation pay shall be forty (40) hours times the employee's regular hourly rate for each week of vacation. Employees with less than 1 year of service shall receive up to 1 week of vacation during the first calendar year of their employment prorated from their start date as follows (assuming a 5 day/8-hour schedule): Hired before February 28 = 5 days; April 30 = 4 days; June 30 = 3 days; August 31 = 2 days; October 31 = 1 day.

Section 3. Eligibility. In order to qualify for vacation pay, the employee must have worked at least twelve hundred (1200) hours during the twelve (12) months prior to the time he is eligible for vacation to be eligible for a vacation with pay.

Section 4. Scheduling. Vacations shall be granted only during the year in which they are due and unless availed of during the vacation period made available to the employee by the Employer shall be deemed to be waived. After the first year of service, employee may schedule his vacation prior to when earned, with the understanding that should his

employment terminate prior to entitlement of the vacation pay received, he must repay the unearned vacation pay. The Employer can deduct this unearned vacation pay from any money due said employee. Vacation may be taken in half day units with 24 hours advance written notice to and prior approval by the Production Manager in accordance with Section 1 of this Article according to the following schedule: Employees with two weeks of annual vacation may take one week in daily units; Employees with three weeks vacation may take two weeks in daily units; and Employees with four weeks vacation may take three weeks in daily units.

Section 5. Termination of Service. If the employee leaves the service of the Employer for reasons other than discharge after a year or more of service and has not yet received the vacation due him, such employee will receive the vacation which he has earned, if any, in accordance with the preceding Sections of this Article. The employee discharges which result in loss of vacation pay are acts against the employer, customer, fellow employees and managers or guests of the employer on Employer premises, which could constitute a crime under the laws of Ohio. The foregoing applies to all members of the bargaining unit while on duty or while on Employer premises.

ARTICLE X— NO STRIKE - NO LOCKOUT

There shall be no strikes, sympathy strikes (except those involving an IAM picket line), work stoppages, picket lines, slow-downs, boycotts, disturbances, interruption or impeding of work, concerted or other failure or refusal to perform assigned work by the Union or any employee and there will be no lockouts by the Employer for the duration of this Agreement.

Any employee who participates in or promotes a strike, sympathy strike (except those involving an IAM picket line), work stoppage, picket line, slow-down, boycott, disturbance, interruption or impeding of work, concerted failure or refusal to perform assigned work may be disciplined or discharged as determined by the Employer in its discretion.

ARTICLE XI—INSURANCE

Section 1. Medical Insurance. All employees shall be entitled to participate in the Employer's current (as of September 1, 2019) medical insurance program, or other programs providing substantially similar coverage, subject to the same contribution/credit, cost containment, eligibility, and similar conditions as are generally applicable to other employees of the Company. At its discretion, the Employer may from time to time reduce the required employee premium share on an individual basis to the extent it believes that action an advisable, mandated, or appropriate response to Federal/State health care laws or regulations. The Employer will consult with the Union before taking this action. The Employer will provide the Union any information, documents, or records they reasonably request to verify the uniform application of these conditions.

Section 2. Life and Disability Insurance. Beginning on the first day of the calendar month following his date of hire, the Employer will pay the entire cost of an insurance plan providing for Twenty-Five Thousand Dollars (\$25,000.00) life insurance on the life of an employee with a double indemnity provision in the event of accident death and a provision providing payments of Five Hundred Dollars (\$500.00) a week for twenty-six weeks starting after the first day when an employee is unable to work on account of disability arising out of non-job connected accident or illness provided that no benefit for sickness be paid until the eighth (8th) day of such sickness. The policy will provide for the right of the insured to continue the policy in effect after he leaves the Employer's employ except that the disability provision may not be so continued. The Employer shall be relieved from this liability to the extent that such a policy is commercially not available.

Section 3. Vision and Dental Insurance. The Employer will furnish IAM Vision Care and IAM Dental Program “D003 to a maximum Employer cost of \$63.02 per month

per employee. If the cost exceeds \$65.02, the additional cost will be deducted from the employee's pay, on a monthly basis, the month following notification by the various plans' insurance carriers. Coverage for new employees begins after the new employee has earned eighty (80) hours of compensation or more in the preceding month.

Section 4. Termination of Coverage. The obligation of the Employer for the payment of such insurance cost shall cease immediately in case the employee quits, is discharged or participates in a strike or work stoppage. In the case of lay off of the employee by the Employer the obligation of the Employer for payment shall cease at the end of the month following the month in which the lay off occurs. In the case of absence because of sickness or injury, the obligation of the Employer for the payment of insurance cost shall cease six (6) months after the sickness or injury occurs. In the case of absence because of "on-the-job" injury the obligation of the Employer for the payment of insurance cost shall continue for twenty-four (24) months.

Section 5. Cost Containment Committee. The Union, from time to time, shall select one member to serve on the Employer's Cost Containment Committee. The Committee shall review, analyze, and make recommendations as to the Company's medical insurance provider, coverage, and cost containment provisions with the goal of limiting the annual increase in the Company's per employee medical insurance expense to no more than 5%. All Committee members shall have complete access to competing insurance proposals, cost studies, and other available and relevant information. All time in Committee meetings shall be compensated at employee's regular wage rate.

Section 6. Health Savings Account. In January of each year subject to this Agreement, a wage bonus of \$1,000 will be paid to each employee who has elected not to

participate in the Employer's Medical Insurance Program. The Employer shall annual contribute to the Health Savings Account of each employee electing to be covered by the Employer's Medical Insurance Program in accordance with the following schedule:

<u>Type of Coverage</u>	<u>Each Year of the CBA</u>
<u>Single</u>	<u>\$1000</u>
<u>Spouse, (EE-F1) Family</u>	<u>\$2000</u>

ARTICLE XII- RETIREMENT

Section 1. 401(k). The Employer will maintain its 401 (k) Plan providing all employees an Employer contribution of 3% of weekly wages. In addition, the Employer will annually match 50% of Employee contributions up to a maximum of \$100.

Section 2. Roth IRA. The Employer will permit each employee to contribute to or participate in a "Roth IRA"

Section 3. I.A.M. National Pension Fund. Effective September 1, 2019, ("Cessation Date") the Employer shall withdraw from participation in the IAM National Pension Fund, and shall make no additional contributions to the IAM National Pension Fund on behalf of Employees. Effective, September 1, 2019, the Employer will contribute \$.50/hour into the 401(k) for each bargaining unit employee for each hour (up to a maximum of 40 hours per week) that is worked, or paid for vacation or holiday but excluding all other payments in the prior week. For each employee hired before the Cessation Date who did not attain five (5) years vesting service in the I.A.M. National Pension Fund by the Cessation Date, the Employer will make a one-time contribution into the 401(K) on the Employee's five-year anniversary date with the Employer. The amount of the contribution will be equal to the Employer's total contributions into the I.A.M. National Pension Fund on behalf of the employee.

ARTICLE XIII- OUTSIDE CUSTOMER WORK

Any employee covered by this Agreement, who, outside of his regular hours, performs customer work other than for the Employer, or at any time solicits customer work, other than for the Employer, shall be subject to discharge, or other disciplinary action at the discretion of the Employer. "Customer" is defined as a person, a group of persons or a company that owns or operates a product similar or identical to those sold by Employer. It is agreed that the Employer has the right to determine any and all situations where conflict of interest may arise.

ARTICLE XIV- MISCELLANEOUS

Section 1. No Restrictions. No employee shall be restricted or limited to work only in his particular classification, but shall do such work as may be assigned at various times in the normal operation of the Employer's business nor shall there be any restrictions against the use of machine tools and labor-saving devices. Non-bargaining unit employees shall not perform bargaining unit work.

Section 2. Field Service. Employees may be required to work on equipment owned by customers and no limitations shall be placed upon such employees regardless of union affiliation, if any, of the customer.

Section 3. Tool Liability. The Employer shall furnish and replace special tools such as torque wrenches, air-impact wrenches and sockets, drill motors, etc. The Employee is expected to supply ordinary hand tools such as pliers, screwdrivers, chisels, sockets, ratchets, etc. As provided herein, Employee tools are insured for loss resulting from fire, theft, or possible breaking and entering. A police report and (except for remote locations) evidence of the possible breaking and entering must be furnished to the insurance company. Limit of coverage is \$25,000 per Employee subject to a \$500 deductible provided Employer agrees the tools of the Employee

were required in the performance of his job and were itemized on a tool inventory form submitted to and approved by the Employer.

Section 4. Uniforms. The Employer shall pay the cost of five (5) complete changes of uniforms (pants and shirts only) per week. The choice of style of the uniform and of the rental agent shall be made by the Employer. The Employer will reimburse each employee it requires to wear safety-toe footwear up to \$400 upon presentation of a proper receipt showing their purchase of OSHA conforming safety-toe shoes over the life of the Agreement. Welders, who will be required to wear metatarsals, shall receive up to \$450.

Section 5. Non-Discrimination. There shall be no discrimination against any employee or applicant because of race, national origin, color, creed, sex, participation or activity in the Union, and sexual orientation.

Section 6. Safety. The Employer will make reasonable provisions for the safety of its employees during hours of employment and employees are requested to notify their steward of any unsafe conditions, who in turn should notify the Chairman of the Safety Team in writing. If an employee is asked to perform a job assignment that he feels is unsafe, he may request that the assignment be reviewed, before performance of said assignment, by the Management member of the Safety Team. However, in the absence of agreement, the management determination as to whether work will proceed will be final. The Safety Team, consisting of one (1) Employer representative and two (2) Employee representatives chosen by the Union, will conduct semi-annual reviews of shop conditions and practices. The Safety Engineer of Employer's insurance company may conduct or accompany the Safety Team on Safety inspections.

Section 7. On The Job Injury. Should an employee be injured on the job he shall be compensated for the remainder of the shift if the attending physician advises against his return to work.

Section 8. Flat Rates. The Employer will post, on the bulletin board, the flat rates that apply to Bargaining Unit Personnel.

Section 9. Agreement. The Employer will provide each employee and the Union with a copy of the new agreement once it is in effect.

Section 10. Attendance Policy. The Union and the Employer agree that poor attendance is a legitimate concern to both parties. However, the Employer will not alter its attendance policy presently in effect without the consent of the Union. The Union agrees to address problems of poor attendance with its members after notice of a proposed policy change from the Employer. Absent correction within 30 days, the Union's consent may not be withheld.

ARTICLE XV- JURY DUTY

Any employee who is required to serve on jury duty or as a subpoenaed witness and who would have worked at his usual duties for the Employer except for such jury duty, shall receive jury duty or witness pay as follows:

The number of hours work lost, not exceeding eight (8) hours in any one (1) day or forty (40) hours in any week, will be multiplied by the employee's regular rate of pay in effect at the time of such lost working time; and from the resulting amount, there will be deducted the per diem amount which the employee is entitled to receive for jury or witness service, with a maximum deduction of five (5) consecutive per diem amounts deducted in any calendar week. The difference will be paid by the Employer to the employee.

The Article shall not apply to any employee who volunteers for jury duty or witness, nor shall jury or witness pay be considered as time worked for purposes of computing overtime pay.

ARTICLE XVI- FUNERAL LEAVE

In the event of a death in the family (father, including step and in-law, mother including step and in-law, brother, sister, children including step, spouse, spouse's brother or sister, grandparents of employee only, grandchildren, guardian and wards) a regular employee shall be entitled to any three days from the date of death through the day after the funeral with pay.. Employees can request additional time off without pay, and these requests will not be unreasonably denied. Leave given under this section is not an occurrence under the absence policy. The compensable day or days off must fall within the employee's regular scheduled work week. To be eligible for payment, an employee must produce some evidence of said death in the form of public notice or its equivalent, which notice shall include relationship of the employee to the deceased.

ARTICLE XVII— INTERPRETATION, ENTIRE AGREEMENT, ZIPPER CLAUSE AND SEVERABILITY

Section 1. Interpretation. The parties hereto may interpret, alter or amend this Agreement by mutual action in writing, and no individual employee shall have cause to complain therefor, and any interpretation or arrangement mutually satisfactory to the parties hereto shall be binding upon all individual employees, whether such action be prospective or retroactive.

Section 2. Entire Agreement. It is agreed that this Agreement shall be construed according to its written provisions, without regard to any discussions or negotiations, written or oral, which the parties have had leading to or resulting in the execution and delivery of this Agreement or any amendment thereof and that nothing not a written and executed portion of this written Agreement shall be referred to in connection with its construction.

Section 3. Zipper Clause. The parties acknowledge that during the negotiations which 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 the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, including specifically the impact or effects of exercising any management right described in Article III or any other provision of this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 4. Severability. If any article of this Agreement, in whole or in part, or any clause or provision therein, is adjudged invalid, unlawful or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement shall be unaffected and shall continue in full force and effect.

ARTICLE XVIII—TERM OF AGREEMENT

This Agreement shall take effect on September 1, 2019 and remain in effect through August 25, 2023. It shall continue in effect from year to year thereafter unless either party gives notice to the other of its desire to change, amend, or terminate this Agreement. Notice must be given in writing, at least sixty (60) days prior to the initial or renewed expiration date.

IN WITNESS WHEREOF, the Union has executed this Agreement at Cincinnati, Ohio, on this 16th day of October, 2019, and the Employer has executed this Agreement at Cincinnati, Ohio, this 16th day of October, 2019.

CLARKE FIRE PROTECTION PRODUCTS,
INC.

By: *James Petrus*
Title: CEO

DISTRICT NO. 34 of INTERNATIONAL
ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS AFL-CIO

By: *D. Scott Rich*
Title: DBR #34

Mike McDaniel
MIKE MCDANIEL

Clayton Bennington
CLAYTON BENNINGTON

Trevor Wilson
TREVOR WILSON

EXHIBIT C

JOB CLASSIFICATION DESCRIPTIONS

These job classification descriptions are intended only to provide a general guide to the Employer's discretionary practice in initial classification and promotion of employees. They may not be used to restrict the work or duties assigned to any employee or to mandate employee promotion or reclassification.

R&D TECHNICIANS — R&D Technicians are primarily used to perform research and development work, including engine and system testing, development of engine controls, reading of engineering technical documents, and engine design and repair. They have exceptional fabrication and/or welding skills and can work without supervision with the engineering department.

WELDERS — Welders are primarily assigned to perform welding tasks throughout the Company and are fully certified.

FABRICATORS — Fabricators include experienced and skilled Dyno Operators, Welders, Painters, Material Handlers, and Assemblers.

WRANGLERS — Wranglers have novice and intermediate skills in welding, painting and/or material handling. They capably perform all repetitive assembly and fabrication operations or other intermediate skill tasks as assigned.