

AGREEMENT

Between

Davis Standard, LLC
Fulton, New York

And

UNITED STEELWORKERS
A.F.L. - C.I.O. - C.L.C.

Local Union 14532-21

August 20, 2019

August 20, 2019 through August 20, 2022

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As part of this Agreement, whenever contract refers to he, him, men, it is understood that this wording refers to both men and women.

AGREEMENT

THIS AGREEMENT dated August 20, 2019 between Davis Standard, LLC, 46 NORTH FIRST STREET, CITY OF FULTON, NEW YORK, or its successors (hereinafter referred to as the "Company") and the United Steelworkers, A.F.L. - C.I.O. - C.L.C. (hereinafter referred to as the "Union").

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve industrial and economic relationships between the employer and employees, and to set forth the basic Agreement covering the rates of pay, hours of work and conditions of employment to be observed by both parties.

ARTICLE I

Bargaining Unit

The term "employee" when used in this Agreement shall include all production and maintenance employees but excluding all Temporary Employees, office employees, clerical employees, laboratory employees, guards, professional employees, and supervisors as defined by the Act.

It is understood that those excluded from the bargaining unit will not perform production or maintenance work except that necessary to instruct employees, to determine the best methods to be used in experimental or new work, to insure against any interruption in production, to otherwise expedite the flow of work and testing of equipment on the floor, to assist with a short term project, to provide extra labor capacity for a temporary spike in sales volume, or to backfill an employee on a leave of absence or to fill a job vacancy while an active search is being made for a replacement.

It is not the intention of the company to have temporary employees assist with skilled assembly work. To that end the tasks that will be assigned to will be focused on but not limited to warehouse activities, material handling, in-coming goods receipt, export packing and shipping, part preparation. Temporary employees will only be allowed to operate tow motors and cranes in the areas outlined above.

ARTICLE II Management

It is understood and agreed that all rights related to or pertinent to the management and direction of its business, facilities, operations, and employees are reserved exclusively by the Company provided this will not be used for the purpose of discrimination against any employee and in no instance shall these rights be exercised contrary to the express terms and provisions of this Agreement.

ARTICLE III Union Security

SECTION 1. Union Membership

A. Any employee who was a member of the Union in good standing on the date of this Agreement shall, as a condition of employment, maintain his membership in the Union to the extent of paying membership dues uniformly levied against all Union members, as designated by the International Treasurer of the Union.

B. Any employee, or any probationary employee hired on or after the date of this Agreement shall become a member of the Union thirty 30 days from his hire date, and he shall, as a condition of employment, thereafter maintain his Union membership to the extent of paying membership dues uniformly levied against all Union members as designated by the International Treasurer of the Union.

SECTION 2. Check-Off

A. The Company will check off weekly dues, assessments and initiation fees as designated by the International Treasurer of the Union as membership dues in the Union, on the basis of individually signed voluntary check-off authorization cards in form agreed to by the Company and the Union.

B. New check-off authorization will be submitted to the Company through the Financial Secretary of the Union at intervals no more frequent than once each month.

C. Deductions on the basis of authorization cards submitted to the Company shall be made from the pay of each week, based on hours worked two weeks in arrears and forwarded on a regular and timely basis to the International Office of the United Steelworkers, within thirty (30) days of deduction.

D. In cases of earnings insufficient to cover deduction of dues, the dues shall be deducted from the next pay in which there are sufficient earnings, or a double deduction may be made from the pay of the third week of the following month provided, however, that the accumulation of dues shall be limited to two (2) months.

E. The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this Article 3, or in reliance on any list, notice, or assignment furnished under any such provision.

SECTION 3. PAC Contract Check-Off Clause

The Company agrees that it will check off and transmit to the Treasurer of the United Steelworkers Political Action Committee (USWPAC) voluntary contributions to the USW Political Action Fund from earnings of those employees who voluntarily authorize such contributions on forms provided for that purpose by the USW PAC. The amount and timing of such checkoff deductions, the employees' understandings concerning the USW PAC check-off program and the transmittal of such voluntary contributions shall be as specified in such forms and in conformance with any applicable state and federal statute or regulation.

The signing of such USW PAC checkoff form and the making of such voluntary annual contributions are not conditions of membership in the Union or of employment with the Company.

The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of the Section.

The United Steelworkers Political Action Fund, which is connected with the United Steelworkers, a labor organization, and AFL-CIO COPE solicit and accept only individual voluntary contributions, which are deposited in an account or accounts separated and segregated from the dues funds of the Union or of the AFL-CIO. Those separate and segregated funds are used for political purposes

including, but not limited to, making contributions to or expenditures for candidates for federal, state, and local offices and addressing political issues of public importance.

ARTICLE IV Union Cooperation

SECTION 1. The Union agrees that it will support the Company in its efforts to eliminate waste in time or production; conserve materials and supplies, improve the quality of workmanship, prevent accidents and strengthen good will between the employer, the employee, the customer, and the public.

SECTION 2. It is further agreed that each employee shall produce a fair day's work for a fair day's wage.

SECTION 3. The Union agrees that it will not engage in any Union activity on Company time except as outlined in this Agreement.

SECTION 4. The Company agrees that it will hold periodic meetings with the Union Grievance Committee. Employees other than those on the Grievance Committee may attend these meetings when circumstances warrant. These meetings may cover a wide range of mutually agreed topics affecting rates of pay, hours of work, and conditions of employment, as well as matters affecting the industrial and economic relationships between the employer and the Shop employees. When committee members are on the afternoon shift, provisions will be made with management to meet one hour before their shift.

ARTICLE V

Adjustment of Grievances

SECTION 1. Should differences arise between the Company and the Union as to the meaning and applications of the provisions of this Agreement, there shall be no suspension of work on account of such difference but earnest effort shall be made to settle such differences immediately in the manner provided in this Article.

Step 1. The dispute or grievance must be taken up verbally by the aggrieved employee, and if the employee desires, with the aid of a steward or committeeman, with the supervisor involved, within five (5) working days, or for a longer period if mutually agreed between the Union and the Company, after the grievance becomes known by the grievant or any member of the Union committee.

If no satisfactory settlement is reached between the aggrieved employee and the supervisor involved within two (2) working days, the grievance shall be reduced to writing within 2 working days on the proper grievance form. A written decision will be given by the supervisor within two (2) working days.

Awards or settlements of grievances may or may not be retroactive as the equities of each case may demand, but in no event shall any such award be retroactive beyond thirty (30) calendar days prior to the date on which the grievance was first presented in written form following Step #1 of the grievance procedure.

Step 2. If the supervisor's answer to Step 1 is not acceptable, the grievance may then be presented to the Shop Superintendent and/or his designee. This must be done as promptly as possible but in any event within three (3) working days from the date of the supervisor's answer.

A meeting between the Shop Superintendent and/or his designee and the Grievance Committee shall be arranged as soon as possible but in any event within three (3) working days from the receipt of the grievance. Notice of the meeting shall specify the grievance to be discussed.

No grievance not entered on such agenda shall be discussed at such meetings except by mutual agreement. Grievances on the agenda not previously discussed in Step 1 hereof shall be referred for such discussion unless the grievances relate to matters general in character and not within the jurisdiction of an individual supervisor.

Grievances to be discussed at such meetings may be fully investigated by a member or members of the Grievance Committee who shall be afforded such time off with pay as may be necessary for purposes of such complete investigation within the plant, which time-off shall occur between the date of filing of the grievance in Step 1 hereof and its discussion at the meeting herein referred to.

Grievances discussed at such meetings under this section and not settled at such meetings shall be answered in writing by the Shop Superintendent and/or his designee not later than five (5) working days after such meeting.

Step 3. Grievances not settled in Steps 1 or 2 hereof shall be discussed in an attempt to reach a mutually satisfactory settlement between the Grievance Committee, a representative of the International Union, and the Manager of Human Resources and/or their designees.

Notice of appeal of Step 3 shall be served in writing prior to the expiration of four (4) working days following the disposition of the grievance in Step 2 hereof. Such notice shall state subject matter of the grievance and identifying number. Either party may produce persons who, being familiar with the facts involved, may aid in a solution of the problem. The Third Step meeting shall be held within ten (10) working days from the date of the appeal for the Second Step decision unless otherwise mutually agreed.

The Manager of Human Resources and/or his/her designee shall give Management's answer to the grievance in writing within ten (10) working days from the date of the meeting.

Step 4. Arbitration. In the event the grievance or dispute is not settled in Step 3, it may then be submitted to arbitration upon written request of either party, provided such request is submitted within thirty (30) calendar days after receipt of the written answer from the Director of Human Resources and/or his designee.

A request for arbitration shall state in reasonable detail the nature of the dispute and the remedy requested. If the parties fail to reach mutual agreement on the selection of the arbitrator within a fifteen (15) calendar day period, either party may, but

only within ten (10) calendar days thereafter, request the Federal Mediation and Conciliation Service to submit a panel of five (5) names to assist in the selection of an arbitrator. From this panel the Union and Company will alternately eliminate names until one name remains. The parties agree to accept this final appointment. The aforementioned time limits may be extended by mutual agreement of the parties.

The decision of the arbitrator shall be final and binding upon the parties. No arbitrator may change any provision of this contract. The expenses for the services of the arbitrator shall be shared equally by the Company and the Union.

Each party shall bear its respective expenses during arbitration.

The arbitrator shall submit his findings and decision in writing within thirty (30) days from the date of the arbitration hearing.

SECTION 2. No one shall be eligible to serve as an officer, committeeman, or a steward unless he is an employee of this Company.

SECTION 3. Grievance Committee: The Grievance Committee for the plant consists of not less than three (3) nor more than five (5) employees of the plant, designated by the Union, who will be afforded such time off, with pay, as may be required:

1. To attend meeting with management involving the second and third steps of the grievance procedure or discharge providing the hours involved in such meetings fall within the employees' scheduled hours of work.

If the grievance involves an incident on the second shift, or is a policy grievance, that second shift committeeman shall attend the meeting and be paid on a straight-time basis only for the time actually spent in the meeting with Management.

2. To visit named employees in his own department or in departments other than his own at reasonable times for the purpose of investigating a grievance or dispute, after notice to his immediate supervisor.

The grievance committeeman or steward, if he is to visit another department, must then advise the supervisor of that department into which he is going that he wishes to discuss a complaint or grievance with a named employee in the department.

Each grievance committeeman or steward after completing his investigation shall report back to the department during his working hours and resume work and then notify the foreman of his return at the earliest opportunity.

It is understood that these activities shall be scheduled so as to cause a minimum of interruption to normal production of the plant. It is understood and agreed that in addition to the grievance committeeman the Union may select stewards not to exceed a maximum of four (4) in number to serve on shifts and in departments or divisions which cannot be covered adequately by the grievance committeemen. The steward will assist in

processing grievances in their own departments and their own shifts only. For this purpose the terms of the contract which apply to the grievance committeeman shall also apply to stewards. The Union will supply the Company with a list of names of all stewards and give the Company prompt notice of any changes made from time to time.

Suitable identifying and numbering systems for grievances shall be adopted by mutual agreement.

SECTION 4. It is understood that grievances of a general or policy nature may be filed by the Chairman of the Committee with the Manager of Human Resources or his/her designee provided such grievances are filed in accordance with the prescribed time limit of five (5) working days.

SECTION 5. The waiver of any breach or condition of this Agreement by the Company and/or the Union shall not constitute a precedent in the future of enforcement of all terms and conditions of this Agreement or the exercising of any rights reserved under the Agreement.

SECTION 6. The Union will appoint and the Company will accept one (1) representative to monitor the timeliness of performance reviews.

ARTICLE VI

Discipline, Suspension, Discharge

In the exercise of its rights as set forth in the Management Clause, management agrees that a member of the Union shall not be peremptorily discharged from and after the date hereof, but that in all instances in which Management may conclude that an employee's conduct may justify suspension or discharge, he shall be first suspended and notified in writing of such suspension and the reasons shall be indicated. Such initial suspension shall be for not more than five (5) working days. During this period of initial suspension the employee may, if he believes that he has been unjustly dealt with, request a hearing and a statement of the offense before the Director of Manufacturing and the Manager of Human Resources or his/her designee, with a member of the Grievance Committee present. At such hearings, the facts concerning the case shall be made available to both parties. After such hearing Management may conclude whether the suspension shall be converted into discharge or, dependent upon the facts of the case, that such suspension may be shortened, affirmed, extended, or revoked. If the suspension is revoked, the employee shall be returned to employment with full seniority, no loss of benefits, and compensation for scheduled hours lost, based on his straight-time rate. In the event of disposition shall result in either suspension or discharge of the employee, the employee may within five (5) working days after such disposition allege a grievance which shall be handled in accordance with Step 3 of the Grievance Procedure.

Final decision on a suspension or discharge case shall be made by the Company within five (5) working days from the date of filing of the grievance. Should it be determined by the Company or by an arbitrator in accordance with Step 4 of the Grievance Procedure that the employee has been discharged or suspended unjustly, the Company shall reinstate the employee, and he may or may not receive compensation for some or all of the time lost.

ARTICLE VII Hours of Work and Overtime

This article is intended to define the normal hours of work and to be basis for the payment of overtime and shall not be construed as a guarantee of hours of work per day, or of days of work per work week.

SECTION 1. Definitions of a Normal Work Day: The normal work day shall be eight (8) consecutive hours of work with sixteen (16) hours of rest in a consecutive 24-hour period, except for lunch and rest periods in accordance with practices already prevailing in the plant, or which may subsequently be agreed to between the parties of this agreement. The normal work week shall start on (Monday at 7:00 a.m.)

The **normal work week** shall be five (5) consecutive work days followed by a rest period of at least forty-eight (48) consecutive hours within a period of seven (7) consecutive days.

SECTION 2. Reservation of Company's Right to Require Work: Nothing in definitions contained in Section 1 of this Article VII shall interfere with the

right of the Company to require work for more than eight (8) hours per work day, or on more than five (5) days per week, subject, however, to the payment of overtime, as hereinafter provided.

SECTION 3. Change in Normal Work Periods:

Should it be necessary in the interest of efficient operations, to establish schedules for any department departing from the normal work day or normal work week, the Grievance Committee of the plant and the Company may, at the request of either parts, confer to determine whether, based upon the facts of the situation, a mutually satisfactory modified schedule can be arranged.

The final right to arrange for the plant and working schedules for each department rests with the Company. The company will review any changes to the normal work periods with the Grievance Committee prior to implementing the changes.

SECTION 4. Starting Time: Determination of the starting time of the daily and weekly work schedules for each department shall be made by the Company and such schedules may be changed by the Company from time to time to suit varying conditions of the business; provided, however, that indiscriminate changes shall not be made in such schedules, and provided further that changes deemed necessary by the Company shall be made known to the Union as far in advance as is possible.

SECTION 5. Posting of Schedules: The Company will post its weekly operating schedule for each department, and from time to time will post any changes in the schedule for any department which may be made in accordance with the provisions of this Agreement. Any changes in the normal

schedules shall be posted not later than quitting time Thursday of the week previous to the week with which such changes are concerned. The Company will give notices as promptly as possible to the employees affected of any overtime work which may be required.

SECTION 6. Overtime Pay: Overtime shall be paid in the following cases:

- A. Time and one-half shall be paid for work performed in excess of ten (10) hours within any one normal work day, as defined in Article VII, Section 1.
- B. Time and one-half shall be paid for hours worked in excess of forty (40) hours in a payroll week.
- C. Time and one half shall be paid for all hours worked on the sixth day in a workweek, provided the employee has worked or been paid for all scheduled work hours in the previous 5 days, or if the employee has been excused in advance from the scheduled work by the Shop Superintendent.
- D. Any employee called to work prior to his scheduled starting time shall be paid time and one-half for all time worked prior to the scheduled starting time.
- E. Double time shall be paid for all hours worked on the seventh day in a workweek, provided the employee has worked or been paid for all scheduled work hours in the previous 6 days, or if the employee has been excused in advance from the scheduled work by the Shop Superintendent.

- F. Any employee who works on one of the eleven (11) paid holidays will receive time and one-half his straight time rate.
- G. Any employee who works beyond his regular scheduled shift into a holiday will be paid at his time and one-half rate and he will receive 8 hours of holiday pay.
- H. When the Company has posted first shift overtime, which requires weekend work, an employee will be permitted not to work two (2) weekends during any one (1) month period, if he so desires.
- I. It is understood that employees are not required to work the Saturday preceding their vacation week, but may do so if they desire.
- J. When the Company has posted for 50-hour work weeks, each employee will be entitled to one-half day off per month providing that no more than 25% of the workforce requests time off during that week. Permission will be granted to employees based on seniority and ability. No one will be allowed this time off on any given week in which a holiday falls. All hours will be considered as time worked for purposes of computing overtime.
- K. The Company will consider excusing employees from Saturday work when they submit reasonable, acceptable excuses in advance to the Shop Superintendent.
- L. When voluntary weekend overtime is available, the Company will notify employees no later than

the scheduled quitting time on Thursday prior to the weekend. Failure to give proper notification as described here will result in the employee not being charged for the refused overtime.

- M. Whenever vacation is approved for two consecutive days (i.e. Thursday/Friday, Friday/Monday and Monday/Tuesday), the scheduled Saturday closest to these days will be an optional workday for the employees affected. This provision applies only to those vacation days submitted by March 15th.

SECTION 7. Division of Overtime: The Company agrees that when overtime work is required in any department, such overtime work will be divided equally, insofar as is practicable, among the qualified employees in such department, and that there shall be no discrimination against any employee in the assigning of required overtime. The Company shall maintain a roster showing all overtime worked or charged to employees. The Union and Company will review the overtime roster on a quarterly basis to insure the proper administration of overtime distribution. Time spent performing field service work does not count in the distribution of overtime calculations.

The following procedure will be used in regard to selecting employees for field service work:

- ◆ A notice, including a list of requirements, will be posted.
- ◆ An interview will be held with each employee signing the notice to determine if they are qualified to perform field service work.

- ◆ If the employee is disqualified, members of management will work with the employee to develop an individual action plan.
- ◆ A meeting will be held with the Union to review the results of each interview.

When an employee has worked a minimum of eight (8) hours overtime during the workweek and if weekend work is required for both Saturday and Sunday, he will have the option of working one or both days. If he elects to work only one day, either Saturday or Sunday, he will be paid at time and one-half, subject to the provisions outlined in paragraph C of section 6 of this Article. If he elects to work both days, he will be paid at time and one-half for Saturday and double time for Sunday, subject to the provisions outlined in paragraphs C and E of section 6 of this Article.

ASSEMBLY DEPARTMENT

- a. Panel Assembler
Fitter
- b. Fitter
- c. Assembler
- d. Assembler-Helper
Snag Grind and Paint
- e. Finish Painter

MACHINE SHOP- FRONT (MANUAL)

- a. Machinist
- b. Operator A
- c. Operator B
- d. Tool Grinder A
- e. Janitors
- f. Helpers
- g. Plant Maintenance
Mechanic
- h. Shop Maintenance
Mechanic
- i. Material Stocker
- j. Apprentices
- k. Maintenance
Mechanic Assistant

WELD SHOP

Welder

MACHINE SHOP- ROLL (MANUAL)

- a. Machinist
- b. Operator A
- c. Operator B
- d. Apprentices

STOREROOM

Storeroom Attendant
(tool)

C.N.C. FRONT SHOP

- a. Machinist
- b. Operator A
- c. Operator A
- d. Apprentices

C.N.C. ROLL SHOP

- a. Machinist
- b. Operator A
- c. Operator B
- d. Apprentices

It is also understood that machines in this department will be run during breaks and lunch whenever possible.

SHIPPING

- a. Boxmaker
- b. Truck Driver/Dock Worker

QUALITY ASSURANCE

Inspector

RECEIVING

Dockworker/Storeroom Attendant

SECTION 8. Call-In Pay: In case an employee leaves the plant after a regular shift and is thereafter recalled within a twenty-four (24) hour period or is called in on Saturday or Sunday, he shall receive a guaranteed minimum of four (4) hours pay.

SECTION 9. Relief Period: The Company agrees to schedule a relief period of ten (10) minutes at a designated time during each production shift for the benefit of the employee.

SECTION 10. Wash-up Period: Prior to the scheduled quitting time for each shift and prior to the scheduled mid-shift lunch period a five (5) minute period shall be provided by the Company for the purpose of allowing the employees to wash up, change their working clothes, or other non-working duties required of the employee before quitting time.

SECTION 11. Absence for Union Business: In the event a duly elected officer or member of the Grievance Committee is absent during the regular work week on official Union business and the Company is so notified as soon as possible in advance by the President of the Local Union No.5376 or the staff representative of the Union, such absence will be considered as time worked for the purpose of computing overtime and qualifying vacation time.

SECTION 12. Overtime Meal Period: - When shift employees are required to work twelve (12) hours or until 7:00 p.m., they will receive two (2) twenty (20) minute paid lunch periods provided they start to work before 12:00 noon on that day. These paid lunch periods will be at a time mutually agreed on by the Union and the company. Second shift employees will be paid in accordance with the above procedure when the same circumstances occur. Failure of an employee to return to work after twenty (20) minute paid lunch period, without receiving prior permission or giving notification, will result in that employee being subject to disciplinary action.

SECTION 13. Report Pay: Where employees are regularly scheduled, or have been notified to report and do report for work, and the work for which they are scheduled is not available, the Company agrees, wherever possible, to assign such employees to other reasonable assignments for which they may be qualified, and such assignments shall be for a period of not less than four (4) hours.

If the Company does not assign such employees in such cases to other reasonable assignments, or does not have work available for which such employees may be qualified, the Company shall pay such employees report pay equivalent to four (4) hours of work at the hourly rate for the job which they were scheduled or notified to report.

Should the employee refuse such reasonable assignment of work made by the Company under this paragraph, he shall not be entitled to report pay.

No allowance for time, as provided for herein shall be paid in the event that the reasons for lack of work or shut-down is due to strike or work interruption in connection with labor disputes, fire, flood, loss of utilities, or other disaster and circumstances beyond the company's control.

SECTION 14. Paid Lunch: A paid lunch of 20 minutes will only be provided where three (8 hour) or two (12 hour) shifts of employees are assigned to the same machine tool.

ARTICLE VIII Paid Holidays

Holidays observed by the Company will be New Year's Day, Memorial Day, one (1) day for Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, the day before Christmas, Christmas Day, the day before New Year's Day, and two (2) floating holidays.

Employees who do not work on the eleven (11) full holidays listed above shall be paid an allowance equal to their straight time rate for eight (8) hours.

SECTION 1.

A. In order to receive holiday pay, an employee must work the scheduled work day preceding and the scheduled work day following a holiday, or must provide reasonable acceptable excuse to the Shop Superintendent for being late or absent on each of these days. A personal day taken under Article IX will be considered a reasonable, acceptable excuse.

B. When one of the designated holidays falls within an eligible employee's approved vacation period, and he is absent from work during his regularly scheduled work week because of such vacation, he shall be paid for such holiday in addition to his vacation pay.

SECTION 2. When a holiday falls on Saturday, eligible employees shall receive holiday pay, provided they have worked the preceding scheduled work day prior to the holiday and the next scheduled work day following the holiday.

Unless otherwise proclaimed by Federal or State action, if any of the said holidays fall on Saturday, it will be within the right of management to decide whether or not to designate the preceding Friday as the holiday and to pay for Friday as such. Posting of such notice will be made two (2) weeks prior to the holiday involved.

SECTION 3. New employees who have been in the employ of the employer less than thirty (30) days shall not receive holiday allowance.

SECTION 4. Holiday allowances shall be paid to employees who are off for a compensable injury for those holidays which occur during the first 60 days of such disability.

SECTION 5. No holiday allowance shall be paid to any employee for any holiday which occurs during a period of leave of absence or, or which occurs following the effective date of a quit or discharge. Laid-off employees will receive holiday pay for the holidays falling within 30 days following date of lay-off.

SECTION 6. Holiday pay shall be paid to otherwise eligible employees who are necessarily absent because of an extended illness or injury to such employee provided the period of illness or injury does not exceed a total of thirty (30) days inclusive before and/or after the holiday and provided the sickness or injury of such employee is evidenced to the satisfaction of the employing company by medical certificate or other proof acceptable to such company;

if the employee has reported his illness or injury to the Company on the first day of his absence or satisfied such Company that it was impossible for him to do so.

SECTION 7. If the holiday falls on Sunday and the following Monday is accorded the status of a holiday, it will be paid for as provided in this Agreement.

SECTION 8. An employee who works on one of the eleven (11) holidays shall be paid at the rate of one and one-half his straight time hourly rate for all hours worked in addition to the holiday pay provided herein.

ARTICLE IX Personal Days

The first Monday after the third weekend in August employees will be entitled to three (3) personal days per contract year. Personal days taken will be considered as time worked for the purpose of computing overtime, be unpaid and not subject to the point system under the Absenteeism Program.

ARTICLE X Vacations

- | | |
|--|---|
| A. Less than one (1) year of continuous length of service, but has worked 1400 hours between May 15 of the previous year and May 15 of the vacation year. (If less than 1400 but is 700 hours or more during that same period, vacation pay allowance will be one-half the hours of vacation pay to which he would have been entitled had he worked the full 1400 hours.) Added vacation weeks will become available on the employee's anniversary date. | One (1) week consisting of seven (7) consecutive days commencing on Monday. |
| B. 1 to 5 years of continuous length of service | Two(2) weeks vacation |
| C. 6 to 15 years of continuous length of service | Three (3) weeks vacation |
| D. 16 or more years of continuous length of service | Four (4) weeks vacation |

Note: Former Black Clawson Converting Machinery, LLC employees employed by Davis-Standard, LLC as of 3/15/06 will be eligible for up to four weeks of vacation as of 1/1/04 based on their previous service with Black Clawson Converting Machinery, LLC and the vacation schedule in Section 1.

SECTION 2. Vacation pay will be based on the higher of employee's rate in effect at the time vacation is taken or the rate in effect on 12/31 of the previous year, and will be based on 40 hours for a week's vacation, 8 hours for a day's vacation and 4 hours for ½ day's vacation. Vacation will be paid as vacation is used.

SECTION 3. Absence due to non-occupational sickness when substantiated by doctor's statement will be accepted as time worked up to a total of 700 hours for the first year of such absence. This section applies to time worked for vacation only.

SECTION 4. If an employee has worked a minimum of 700 hours, but less than 1400 hours during the year preceding the year in which the vacation period falls, he shall receive one-half the hours of vacation pay to which he would have been entitled had he worked the full 1400 hours.

SECTION 5.

A. Time lost by an employee from his job because of Union business and earned vacation shall be considered as time worked in computing qualifying time, for the first year of such absence.

B. Time lost by an employee from his job up to 700 hours because of occupational injury shall be considered as time worked in computing qualifying time for the first year of such absence.

SECTION 6. In order to insure that vacation periods are allotted fairly, employees must turn in their intended vacation schedules by March 15th of the vacation year. Either approval or denial of this vacation request will be given by the Company on or before April 15th of the vacation year. Employees will have the option of taking 5 days' vacation, one day at

a time. These five (5) days require 48 hours advance approval. Two (2) vacation days of the 48 hour notice vacation days will be allowed to be broken into four (4) half (½) days. An additional three (3) vacation days may be taken with 1 hour's notice by the employee.

Vacations will, as far as possible, be granted at time most desired by the employee, but the final right to the allotment of vacation period is exclusively reserved by the Company in order to insure orderly operation of the plant.

It is specifically understood that the Company may, if it so desires, close down its plant for a period of one week and require that vacations be taken during a definite period. Notice of a "Vacation Shutdown" will be posted on or before **March 15th** of that year.

By July 1 of each year the Company will notify employees of its interest in buying back up to 2 weeks of vacation from employees during that current year.

SECTION 7. In the event an employee retires, the employee shall be entitled to vacation pay in lieu of vacation for time earned as of December 31st of the preceding year as well as pay for time earned in the year of retirement so long as the employee has worked a minimum of 700 hours or 1400 hours as outlined in Section 1.

In the event an employee dies, the dependents of such employee shall be entitled to vacation pay, in lieu of vacation, for time earned as of December 31st of the preceding as well as pay for time earned in the year in which the death took place so long as the employee

worked a minimum of 700 hours or 1400 hours as outlined in Section 1.

In the event an employee is laid off, the employee shall be entitled to vacation pay in lieu of vacation, for time earned as of December 31st of the preceding year at the time of layoff.—If the employee has worked a minimum of 700 hours or 1400 hours in the year of the layoff, he shall be entitled to a vacation pay any time on or after January 1st of the next year provided he has not been recalled by the Company. If the employee is recalled and he returns, his first year's vacation is subject to those provisions applicable to a new employee.

In the event an employee quits or is discharged, the employee shall be entitled to vacation pay in lieu of vacation, which was earned as of December 31st of the preceding year but not yet taken.

SECTION 8. All employees who have qualified for a vacation under the provisions set forth above, who enlist or are inducted into the Armed Forces of the United States of America, under the provisions of the Selective Service Act of 1951, shall receive upon the presentation of satisfactory evidence of their induction into such Service, the sum equal to the amount of vacation money which they would have received for the period ending May 30th of the current year.

SECTION 9. Any employee who has served on the land or naval forces or the merchant marine of the United States or any of the United Nations and who has been or may be reinstated to employment with the Company within ninety (90) days from the time he is relieved from such training and service in the

land and naval forces, or the time of his completion of such service in the merchant marine, shall be paid the vacation pay to which he would have been entitled, except for his absence caused by his military or merchant marine service.

ARTICLE XI No Strike or Lockout

The Company agrees that there will be no lockout during the life of this Agreement, the Union agrees that there will be no strikes, slowdowns, or other stoppage of work during the life of this Agreement.

ARTICLE XII Wages

SECTION 1. The Company agrees to pay its employees, and the Union agrees that its members will accept the rates of pay for the various classifications as set forth and defined in Schedule numbers 1, 2, 3, 4 and 5 which are attached hereto and are hereby made part of this Agreement.

SECTION 2. It is understood that disputed rates may become the subject of the grievance procedure at Step 2.

SECTION 3. Adjustment of Individual Inequalities: The Company agrees to adjust individual inequalities which may exist at any time in accordance with the grievance procedure. For the purpose of this paragraph, an individual inequality shall only exist when an employee is able to show that he is actually performing work in accordance with the definition of a higher rate than that for which he is being paid.

SECTION 4. Temporary Transfers: When the Company transfers employees temporarily from one department to another, and/or from one job to another, the employee shall receive his regular rate of pay or a new rate equal to the employee's current rate step, whichever is higher. The Union will receive verbal notification of all temporary transfers of thirty (30) days or less. Written notification, providing employee's name, department, rate of pay, shift, and approximate length of transfer, will be given to the Union on all temporary transfers over thirty (30) days.

SECTION 5. Hourly Rates: It is recognized that changing conditions and circumstances may arise from time to time, during the term of this Agreement require the establishment of hourly rates for new positions created, or the changing of hourly rates because of major changes in methods or equipment.

Under such circumstances the following procedure shall apply:

A. Establishment of hourly rates for new jobs or the changing of hourly or incentive rates because of major changes in methods or equipment.

1. Management will establish a suitable temporary rate.
2. Management will then notify the Grievance Committeeman of the department involved concerning the temporary rate.

3. Within five (5) days after such notification, the Union may enter a grievance in accordance with the procedure established to correct any alleged inequities in the rate. The temporary rate shall remain in effect until the grievance is settled. However, any change in the rate made in adjustment of a grievance shall be effective on the date the job is assigned.
4. If the Union does not present a grievance within five (5) days, the temporary rate will become an established rate, and will be effective for the duration of the Agreement.

SECTION 6. Night Shift Premium: The Company agrees effective 2/20/12 that a \$1.00 per hour premium shall be paid all employees working on the second shift, and a \$1.10 per hour premium on the third shift.

SECTION 7. All employees will be paid weekly by electronic deposit or check, and on Company time.

Pay day shall be on **Thursday** of each week, unless it is mutually agreed between the parties to designate another day or due to emergencies beyond the control of the Company.

SECTION 8. Permanent Transfers: When an employee is permanently transferred from a lower rated job to a higher rated job, upon the date of transfer he shall receive the minimum rate for the new job or his old rate, whichever is higher.

When an employee is permanently transferred from a higher rated job to a lower rated job, he shall immediately receive no less than the maximum of the range for new job.

SECTION 9. The Human Resources office will furnish the Union with a copy of its quarterly bargaining unit employees change of status report including the rate changes.

SECTION 10. Job Related Injuries: The Company agrees to pay its employee injured on the job at the regular rate for time spent by the employee in going to the doctor for treatments on the day of injury. Employees will receive a mileage reimbursement for subsequent treatments of a job related injury.

Section 11. Profit Sharing: Effective for 2019, employees will be eligible for a bonus payment based on the financial and operating goals of the Fulton plant during the term of the contract.

Refer to Memorandum of Understanding for specifics on an annual basis.

Targets will be established and communicated to all employees before March 31st of each year during the duration of the contract.

ARTICLE XIII

Seniority

SECTION 1. Probationary Period: Newly hired employees shall be considered on a temporary basis, on probation, subject to termination without recourse at any time during a period of 180 calendar days

starting with the first day of employment. Thereafter, their seniority rights will begin and apply from the date of hiring.

SECTION 2. Seniority is recognized as including the following:

- A. Length of continuous service, including previous service with Black Clawson Converting Machinery, LLC.
- B. Ability to do the work required

The above language will apply in regard to layoffs, bumping, job postings, bids, temporary transfers and recalls and only to active employees of Black Clawson Converting Machinery, Inc.

Former employees of Black Clawson Converting Machinery, LLC hired by the Company on or before 3/15/06 will receive credit for their previous seniority with Black Clawson Converting Machinery, LLC for the same purposes as above.

SECTION 3. In the case of promotions to positions covered by the Agreement, and in the increase and decrease of forces, length of continuous service shall be the determining factor provided the employee who has seniority has the ability to perform the work. Management's determination that the employee does not have the ability to perform the work may be made the subject matter of a grievance under the procedure provided in Article V.

SECTION 4. In all cases of layoff the following shall apply:

- A. **Layoff:** In case it becomes necessary to reduce the working force, it shall be done on a plant-wide seniority basis, the employee with the least seniority being laid off first.

Five (5) days' advance notice of any layoffs of one (1) week or more shall be given by the Company unless it is prevented from giving such notice by an unforeseeable emergency or by the termination or modification of contracts without prior notice to the Company; in the latter event, as much notice as possible even though less than five (5) days shall be given.

An employee displaced from his job on account of lay-offs, but not laid off himself, shall have the right to displace an employee with less seniority than he has, provided he has the ability and is willing to perform the work available.

In instances of the same seniority date, the employee whose last name begins with the letter nearest "A" in the alphabet will be deemed to have the greater seniority.

- B. **Bumping:** When reductions in force are necessary, upon notification, an employee has twenty-four (24) hours to inform the Company of his decision to accept a layoff or exercise his bumping rights. The Superintendent will post a bulletin showing where each man will bump and those to be laid off.

Bumps will be made based on employees' seniority and experience so as to place men on jobs which will afford them the highest rate of pay.

Employees who feel such bump is not proper may exercise through their respective foremen, then the grievance procedure, their rights in accordance with paragraph A above.

A copy of the bulletin will be given each employee involved and will serve as his notice to lay-off or bump. A copy of the notice will be given to the Union.

If an employee chooses, he may elect to be laid off rather than accept a lower skilled or unskilled classification. However, he must make that decision at the time of notification of new classification. If an employee elects to accept lay-off, he must sign a waiver of all recall rights to any job other than the classification from which he was laid off or any classification for which he may be qualified. However, such classifications must be listed on the waiver.

- C. **Recall:** Employees who are displaced due to layoff or job abolishment, due to a reduction in the work force, must return to their original job (first job from which they were displaced) or re-enter the sequence by which they have been displaced, unless there is a senior employee, who, under the same procedure has temporarily filled the job and has not yet returned to their original position.

Attainment of another job, unaffected by the reduction, either through posting and bidding or transfer gives an employee the option of

remaining on the new job or returning to the job from which he was displaced. An employee exercising the option of remaining on the new job must sign a waiver to that effect and will no longer hold recall rights to the position from which he was displaced.

The Company will maintain a record of all employees who have been displaced and what jobs they hold recall rights to. A copy of this record will be provided to the Union President.

Recall from lay-off shall be made by the above procedure for any job in the plant for which employees are eligible unless they indicate in writing at time of lay-off that they wanted to be recalled only for specific jobs for which they are eligible and physically fit.

In the instance of the same seniority date, the employee whose last name begins with the letter nearest to "Z" in the alphabet will be deemed to have greater seniority.

If, at the time of recall, an employee laid off wishes to be recalled, only for a higher classification than that for which he is recalled, he must contact the Human Resources office within one week and personally sign a waiver of all recall rights to all jobs other than open jobs in the classification for which he wished to be recalled.

While on lay-off, an employee may at any time amend his waiver, but in no instance can he displace an individual then employed in the plant.

D. It is understood that all vacancies not filled according to the procedure outlined in Article XIII, Section 4C Recall, in the specified classification will be posted and employees presently working in the plant who bid on the jobs will be given preference according to the provisions of the job posting and bidding procedure. However, no employee shall be eligible for a posted job unless he has more seniority than those employees who are on lay-off who are eligible for recall to such classification.

Should no one who possesses the necessary skills bid on the job, then the senior qualified employee on lay-off shall be notified of the open job.

Notice of recall shall be given in the most practical manner. Failure to report to work within a week after notice of recall or submitting a reasonable, acceptable excuse for such failure to report to work, shall be deemed a quit.

SECTION 5. Loss of Seniority

- A. Continuous service shall be regarded as broken in the event that any of the following occurs:
1. Discharge for cause.
 2. Quitting.
 3. Absence due to lay-off in excess of time periods outlined in the following schedule:
 - a) Less than one (1) year of seniority – 6 months continuation of seniority from lay off date.
 - b) One (1) year but less than two (2) years seniority - one (1) year continuation of seniority from lay-off date.
 - c) Two (2) years or more seniority - two (2) years continuation of seniority from lay-off date.
 - d) Three (3) years or more of seniority - three (3) years continuation of seniority from lay off date.
 - e) Former employees of Black Clawson Converting Machinery, LLC employed by Davis Standard, LLC as of 3/15/06 will be eligible for 3 years continuation of seniority from lay-off date.

4. Failure to return to work at the expiration of leave of absence.
 5. Failure to report to work following a lay-off or suspension within one (1) week after notice has been sent by registered letter or telegram. A copy of the notice is to be given to the Union. A reasonable extension of time will not be withheld if the employee presents management with a reason justifying his inability to report.
- B. If an employee's continuity of service is broken and he shall within six (6) months be rehired, the Company may, if it so elects, upon agreement of the Union, restore his former position of seniority.

SECTION 6. Continuous service shall not be regarded as broken as follows:

- A. A local Union member who has at least one (1) year's continuous service, and not to exceed one (1) member in number at any time, shall be entitled to obtain leave of absence for Union business for a period not to exceed one (1) year upon appropriate notice to Management. Extension of time for this purpose for an additional period shall not be unreasonably withheld by the Management.
- B. **Occupational Illness or Injury:**
Absence due to a compensable disability continued up to two (2) years.

C. Non-Occupational Illness or Injury

By Illness, certified by a doctor, time lost as a result of injuries for a period not to exceed two (2) years.

SECTION 7. Seniority List: The Company shall furnish the Union an up-to-date list of all employees covered by the contract giving their names, date of employment, job classifications, the rates of pay and upon request of the Union, but no more than once in every two (2) months.

Seniority lists shall be kept on file in the office of the Human Resources Department and shall be brought up-to-date every three (3) months. The Grievance Committee shall be given an up-to-date copy of the seniority list of the plant containing names, hiring dates, and department numbers of employees. In addition, the seniority record of any individual employee shall be available to members of the Grievance Committee at any reasonable time upon request.

SECTION 8. Preferred Seniority: The Unit Chair of the Union shall head the seniority list in the plant during their term in office but is only eligible to bump the lowest paying job.

Upon termination of their term of office, the Unit Chair shall be returned to their regular standing on the seniority list.

It is understood and agreed that in the application of the preferred seniority, the employee must have the ability to perform the work available. Also, such preferred seniority is to be applied only in case of layoff.

SECTION 9. Leave of Absence: Employees shall be granted a leave of absence for a justifiable reason up to thirty (30) days or as extended as defined below:

A request for leave of absence up to thirty (30) days must be presented in writing by the employee to his department head seven (7) days prior to the date such leave of absence is requested to take effect, except in the case of an emergency, in which case as much advance notification shall be given as possible. The department head shall approve or deny this request within the seven (7) day period and forward the employee's written request to the Human Resources Department for filing in the employee's record.

A request for a leave of absence exceeding thirty (30) days may be extended for justifiable reasons. A denial of leave of absence will be subject to the grievance procedure. Employees requesting leaves of absence for the birth or adoption of a child, illness of family members, or the employee's own personal illness, will be granted leaves of absence in accordance with the Family and Medical Leave Act of 1993 (FMLA)

SECTION 10. Job Posting and Bidding: When a vacancy occurs in any job within the bargaining unit, that has not been filled according to the procedure outlined in Article XIII, Section 4C, a description (i.e., job title, rate of pay, and shift) of the vacancy shall be posted throughout the plant for a period of two (2) work days with an invitation to bid. All members of the bargaining unit, including probationary employees, but only such members shall be eligible to bid during this period. The Company will make every reasonable effort up to and including registered

letter, if necessary, to contact employees not working to advise them of the vacancy so that they may bid on the open job if they so desire. If the qualifications of two (2) or more applicants are substantially equal, the award shall be made to the senior applicant. Before the individual selected for the job by the Company is advised of the award, the Company will advise the Union representative of the selection and of the reason for making such selection. Such notification must take place no later than seven (7) work days from the time the posting is removed from the Bulletin Boards. Within the seven (7) day time period, a decision will be made by the Company and/or individual as to whether that individual will remain on the posted job or return to their original classification. If returned to original classification, the next senior qualified individual on the original posting will be notified. Management's award may be protested through the grievance procedure. Once the employee has been selected, the Company will work to transfer the employee to the new position within a reasonable period of time. If there are no applicants, or if none of the applicants has sufficient qualifications, the job may be filled from outside. The Company shall consider employees in other departments before hiring employees outside the plant to fill vacancies.

Job postings will be valid for a thirty (30) day period. A copy of all job postings will be given to the Union President.

Any employee must be on the posted job for sixty (60) days before bidding for another job unless otherwise agreed to by the Company. Any temporary bid will include the duration of that job, but in no case will that job exceed sixty (60) days unless mutually agreed to by the Company and the Union. Upon completion of the temporary bid, the employee must return to his original position.

Note: For Rate Information, see Article XII, Section 8.

SECTION 11. Temporary Transfers: Whenever necessary or directed, employee shall work temporarily at any job for a period not to exceed sixty (60) consecutive days. It is understood that if production requirements demand, management shall request and the Union shall not unreasonably withhold a reasonable extension of this period.

It is understood that if the transfer is made because of a temporary lack of work in the classification from which the transfer is to be made, the most junior man capable of doing the work of the department or job to which the transfer is to be made will be selected for the transfer. If the work load increases in the classification from which the transfer was made to the point where additional help is needed, the employee on temporary transfer will be returned to his original assignment, seniority permitting. If the transfer is being made because of a need for additional help in the classification to which the transfer is to be made, it is understood that if the employee selected is transferred from a higher to a lower opportunity, no other employee will be placed on the particular job from which he was transferred. Should it not be necessary for the particular job or operation to which he was assigned to operate, the employee transferred will be returned to his original assignment.

Note: For Rate Information, see Article XII, Section 4.

SECTION 12. Leaving the Bargaining Unit: In the event that an employee covered by this Agreement accepts a management position not so covered, and management later returns the individual to a classification covered by this Agreement, the

employee will receive a temporary seniority date as of the date of the return. This temporary seniority

date will be used for a one (1) year period of time from the date of return. This date will not be used for the figuring of Pensions and Vacations.

After the one (1) year period from the date of return has elapsed, the employee's previous seniority date will be reinstated for all benefits minus the time spent outside the bargaining unit.

Should the employee be laid off during the temporary period, the time spent on lay-off will be counted for the purpose of completing the one (1) year temporary seniority.

It is understood that an employee will forfeit all rights to return to a classification covered by this Agreement, after two (2) consecutive years in a management position.

Employees promoted prior to the date of this Agreement to management positions not covered by this Agreement returned to classifications covered by this Agreement, shall assume seniority as accrued at the time of the transfer to a management position.

SECTION 13. Training - Bargaining Unit

When training is required within a job classification, the senior employee will be offered the training opportunity first, providing he has the ability to do the job.

ARTICLE XIV

General Provisions

SECTION 1. Apprentice Program: The present apprentice program will continue through the life of this Agreement. Apprentice will be paid at his base rate for time spent in school related to such apprenticeship program to a maximum of 144 hours each year during which he is active and participating in the Apprentice Training program.

Whenever a reduction in force becomes necessary, individuals included in the apprenticeship training program will be considered in light of their position on the normal seniority list and their ability to do the work available as outlined in Article XII.

- A. Individuals with up to five thousand (5,000) hours training in the apprenticeship program will be considered as qualified "B" class operators for any machine or classification for which they have completed training under.
- B. Individuals who have not graduated but have completed at least five thousand (5,000) hours training under the apprenticeship program will be considered as qualified "A" class operators for any machine or classification for which they have completed training under this program.
- C. Classifications awarded on the basis of training under the apprenticeship program will not affect nor be affected by any classifications held prior to or outside of such training.

- D. It is understood that if an opportunity arises while they are working in the capacity of an operator for training on one of the machines or classifications included in the apprenticeship training schedule, such training will be credited to their apprenticeship training record. It is understood that during the period spent working as an operator, the apprentices will continue their related training.

SECTION 2. Training - Non-Bargaining Unit: It is agreed that the Company has the right to assign employees who are in training for technical and professional positions such as in sales and engineering to work in any department which assignment may be required as part of their training for a period not to exceed three (3) months on any one job.

It is not the intent that these trainees will replace employees laid off due to lack of work, nor is it the intent to train these men to do work in the field which is normally carried on by members of the bargaining unit. It is also understood that these men will work the same hours in the plant as the department to which they are assigned.

SECTION 3. Anti-Discrimination

The company and the union agree that there shall be no discrimination in wages, benefits or employment status because of race, color, religion, sex, age, national origin, disability or veteran status.

SECTION 4. Bulletin Boards: The Company shall provide three (3) bulletin boards for the use of the Union, suitable for the posting of notices of interest to the employees. All notices, prior to being posted must be approved by the Company.

SECTION 5. Military Service - Reemployment: The Company and the Union will continue to fulfill their legal obligations under the applicable Federal laws in re-employing employees inducted into the Armed Services of the United States.

SECTION 6. Bereavement: In the case of necessary absence from scheduled work due to death in the immediate family, the company will pay the employee for the time lost from scheduled work at his regular base rate not exceeding eight (8) hours per day, for a period up to and not to exceed three (3) working days, from the day of death to the day of funeral. Extenuating circumstances may result in payment beyond the day of the funeral. The immediate family shall be construed as husband or wife, children, own brother or sister, half brother or sister, step brother or step sister, employee's own parents, employee's father-in-law or mother-in-law, brother-in-law or sister-in-law, step-children or step- parent

In the case of death of the employee's grandparents, grandchildren or great grandparents one day with pay will be granted.

Should it be necessary for an employee to utilize the provisions of this section during his scheduled vacation period, the number of paid days to which he would have been entitled had he not been on vacation will be added to his vacation as paid days.

SECTION 7. Jury Duty: An employee shall be excused from work on a work day on which he performs jury service, provided he gives prior notice to his supervisor and his absence will not seriously hinder production.

An employee who is excused for jury service and who furnishes the Company with a statement from the Court with regard to jury pay received and time spent on jury services on a scheduled work day will be reimbursed by the Company as follows:

- A. The difference between jury pay and his base rate for his regular shift.
- B. For the purpose of this Section, base rate shall be the employee's rate which he would have earned but for his being called and/or performing jury service, including night shift bonus.
- C. In the event the employee wishes to and works on any of the days on which he performs jury service, the number of hours worked shall be deducted from the wage payment heretofore provided, and he shall then be paid the difference between his pay for jury duty and the wages which he would have earned for the remaining hours. It is understood that an employee is not required to report for work on a day in which he performs jury duty.
- D. Time off for which an employee is paid shall be considered as time worked for the purpose of computing overtime, holiday pay, vacations, and seniority.

SECTION 8. Severance Pay: Employees whose employment with Davis Standard, LLC is terminated with no possibility of recall to employment, only as a result of the Fulton Operations being completely closed because of moving or termination of all manufacturing operations covered by this Agreement, shall receive severance allowance according to their service with Davis Standard, LLC and the following schedule :

Less than 1 year of service – no allowance
1 but less than 2 years of service – 40 hours
2 but less than 3 years of service – 80 hours
3 or more years of service – 120 hours

SECTION 9. Performance Reviews: A performance merit review of employees will be made at least every six (6) months until the top of the rate is reached. After attaining the top rate, performance reviews of employees will be made annually.

Figured from the minimum of the rate range for each of the classifications listed in Schedules 1, 2, 3, and 4 there shall be an automatic one-step rate increase above the minimum upon completion of six (6) months and an automatic one-step increase every six (6) months thereafter with the following exception. Increases to the top of the rate will be given based on attendance records and supervisor's review of attitude and performance. (Performance as it pertains to scrap and rework which will be mutually agreed upon by the Company and the Union.)

An "Employee Merit Review Form" shall be completed for each employee reviewed, signed by the employee's foreman, and distributed with one (1) copy to the employee, one (1) copy to the Union, and one (1) copy retained by the Company.

The difference between the minimum and the maximum of each classification shall be divided into increments. All rate increases shall be in increments except that the final increase necessary to obtain the top of the rate shall include any amount remaining.

It is understood that upon reasonable request by an employee, he will be reviewed sooner than annually. It is also understood that the Company may, if it chooses, give merit increases in interim periods between reviews.

The Company agrees to afford the Union the opportunity to review performance records so long as they are maintained.

SECTION 10. Volunteer Fire Fighter: An employee who is a member of a Volunteer Fire Department shall be paid at his straight time rate, up to a maximum of six (6) hours, for time lost during his normal regular working hours as a result of fighting a fire and including employees on a working fire six (6) hours prior to the start of the work shift. Such absence must be verified by written notice from the Fire Chief, or other recognized office of the unit in which he is a member.

SECTION 11. Temporary Employees: A
Temporary Employee is one who is hired (either directly or through a third-party provider) for a period of up to six (6) months on a rolling calendar basis. Provided that there are no bargaining unit members on lay-off who have recall rights in accordance with Article VIII and the hiring of a temporary employee does not result in the layoff of a bargaining unit member, the Company may hire a Temporary Employee to perform bargaining unit work to (a) address a temporary spike in sales volume requiring

extra labor capacity, (b) assist with a special short term project, or (c) backfill an employee on a leave of absence or to fill a job vacancy while an active search is being made for a regular replacement. In the case of a Temporary Employee hired to backfill an employee on a leave of absence, the six (6) month period of employment may be extended to the maximum length of the leave of absence.

It is not the intention of the company for temporary employees to affect the normal working week of 40hrs or to drastically reduce the normal amount of overtime granted to bargaining unit members. To that end no temporary employee will be hired in any period where the work week has been reduced to below 40 hrs per week.

It is not the intention of the company to have the temporary employee numbers exceed the bargaining unit members. To that end the number of temporary employees will not exceed 20% of the total direct labor manufacturing workforce.

ARTICLE XV EMPLOYEE BENEFITS

The following benefits will be in effect for the duration of this contract for all active and future employees who sign authorization cards. Whenever the Insurance Carrier unilaterally changes the plan design or level of coverage, any increased out-of-pocket expenses will be the sole responsibility of the employee enrolled in such plan.

SECTION 1. LIFE INSURANCE:

1 x Annual Base Salary

SECTION 2. ACCIDENTAL DEATH:

Rates equal to life insurance coverage and under Standard Double Indemnity Clause

SECTION 3. ACCIDENT AND SICKNESS (Disability):

Effective 8/20/2019, \$450 per week as paid by Davis Standard.

SECTION 4. Medical Insurance

A. Active Employees: The plan provides health benefits for active employees and also provides certain coverages for eligible dependents of employees. Health care plan provisions become effective the 1st of the month following thirty (30) days of employment and details of plan eligibility, coverages and premiums are in the plan documentation provided by the Human Resources Department. The Employees will pay 20% of the monthly premium contribution charged to the company for their level of coverage.

B. Personal Leave: Insurance coverage for employees who are granted a personal leave of absence shall continue for the remainder of that month plus a period of 1 month following the next premium due date, provided the employee pays the required employee contribution. The coverage for such employees shall be reinstated immediately on their return to work.

C. Employees Laid Off: Insurance coverage for employees who are laid off shall continue for the remainder of that month plus a period of 3 months following the next premium due date, provided the employee pays the required

employee contribution. Laid off employees will be offered COBRA coverage in compliance with federal guidelines the earlier of: 1) the first of the month following the next premium due date, or 2) if the employee becomes gainfully employed during this laid off period. Coverage is reinstated immediately upon return from lay-off.

D. Medical Leave and COBRA: Medical and dental coverage for employees who are absent due to non-work related illness or injury will be continued for six (6) months and work-related illness or injury for twelve (12) months provided the employee pays the required employee contribution. At the end of the six (6) or twelve (12) month period, the employee will be offered continued COBRA coverage in compliance with federal guidelines. Benefits will be extended under the maximum allowable time under COBRA guidelines (18 months). Full details of extension of benefits are contained in the BC Flex Plan materials provided by the Human Resources Department.

SECTION 5. PENSION PLAN

Beginning with the effective date of this Agreement, the Company agrees to contribute a total of 4.5% of each employee's gross earnings to provide for retirement income for bargaining unit employees who have completed their probationary period under the Labor Agreement. The contribution will be made on a quarterly basis into the employees account in the Davis Standard, LLC 401(k) Employee Savings Plan.

SECTION 6. UNIFORMS: The Company will contribute \$3.00 per week towards work uniforms (11 shirts and 11 pants). Employees will be responsible for the cost of replacing any damaged or missing uniforms.

ARTICLE XVI

Safety and Health Program

SECTION 1. The Company and the Union agree that they will keep the Safety and Health program in effect during the life of this contract. The Company and the Union shall cooperate in the continuing object to eliminate accidents and health hazards. The Company shall make provisions for the safety and health of its employees during the hours of their employment.

SECTION 2. A Joint Safety Committee consisting of five (5) employees designated by the Union and Management members as designated by the Company shall be established. The number of Committeemen for the Union may be expanded by mutual agreement. One representative from each group shall serve as Chairman of his representative group.

SECTION 3. The Joint Safety Committee will meet regularly every month. The purpose of this meeting will be to review and evaluate all matters concerning safety and health pertaining to shop employees. Time so spent will be considered as time worked and paid by the Company at proper rate.

SECTION 4. Special safety meeting between the Chairman of each group may be held at mutually agreeable times as may be deemed necessary by either party.

SECTION 5. The Company and the Union will jointly encourage the Joint Safety Committee to actively perform its duties and responsibilities under this Agreement and for this purpose the Joint Safety Committee will be furnished by the Company with

data and information as may be required to carry on its function.

SECTION 6. The function of the Safety Committee shall be to advise with plant management concerning safety and health matters but not to handle grievances. In the discharge of its function, the Safety Committee shall consider existing practices and rules and recommend any changes in the area of safety and health, formulate suggested changes in existing practices and rules and recommend adoption of new practices and rules, review proposed new safety programs developed by Management and review disabling injuries which have occurred in the plant and make recommendations to prevent future recurrences.

SECTION 7. One member of each group shall jointly and regularly inspect the plant to observe the housekeeping and to observe unsafe conditions or practices in all shop areas. Such inspections shall be on a regular once-a-month schedule, but if mutually agreed by the two (2) Chairmen, may occur as needed.

A written report of the inspections by the Joint Safety and Health Committee shall be compiled, special attention shall be given to repeat items, and one (1) copy of the report is to be furnished to each member of the Safety Committee. Time so spent will be considered as time worked and paid by the Company at proper rate.

SECTION 8. Protective Equipment: Protective devices, wearing apparel, and other equipment necessary to properly protect employees from injury shall be provided by the Company in accordance with

practices now prevailing. The Union and its Safety Committee will cooperate with the Company in recommending that employees use required safety equipment. Effective January 1, 2013 the Company will reimburse an employee who chooses to go to someone other than the Company Optometrist for prescription safety glasses. The employee must schedule appointments on their own time and are entitled to one (1) pair of prescription safety glasses every two (2) calendar years. A form will be completed by eyeglass dispenser verifying that these glasses conform to all OSHA regulations. Employees will be reimbursed according to the following schedule:

A. Safety Glasses and Exam:

Exam	Up to \$55.00 Maximum
Single Vision	Up to \$85.00 Maximum
Bi-focal	Up to \$120.00 Maximum
Tri-focal	Up to \$160.00 Maximum

The Company will reimburse employees for reasonable repair costs to repair glasses that are damaged in the course of employment.

B. Safety Shoe Allowance:

Effective January 1, 2020 each employee will receive \$150.00 in January for the purchase of approved safety shoes and then each calendar year for the term of the contract.

An eligible employee is one who has completed the probationary period and who is on the active payroll.

Safety glasses or safety shoe allowance expenses incurred by the Company within thirty (30) days of the recall from layoff of an employee will be deducted from the employee's final pay, if the employee either resigns or is terminated within 30 days of such recall.

SECTION 9. When the Company introduces new personal protective apparel, devices, or other equipment, or extends the use of protective apparel to new areas, or issues new rules relating to the use of protective apparel, the matter will be discussed with the members of the Safety Committee in advance, with the objective of increase cooperation.

SECTION 10. Advices to the Safety Committee, together with supporting suggestions, recommendations, and reasons, shall be submitted to the plant management for its consideration and for such action as it may consider consistent with the Company's responsibility to provide for the safety and health of its employees during the hours of their employment and mutual objective set forth in this Article.

SECTION 11. In the event the Federal, State, County, or City Government conducts an inspection or a test in the shop area, the results of such an inspection or test shall be made known to the Union Safety Committee.

SECTION 12. All new employees hired by the Company shall be given an orientation on the Safety and Health Program. Time so spent will be considered as time worked and paid by the Company at proper rate.

SECTION 13. The Company will provide the Union Safety Chairman with copies of first aid reports involving bargaining unit employees monthly.

SECTION 14. In the case of accidents which result in disabling injury or death, and which require a fact finding investigation, the Company representative and Union Safety Committee Chairman or designee will conduct an investigation into the circumstances of the accident, and make recommendations at that time.

SECTION 15. The Company will keep the Safety Committee informed of the hazards, if any, in the use of chemicals, solvents, and compounds in the shop, will supply documentary evidence is requested, and will advise and discuss precautions taken or to be taken in the use of such materials, in accordance with the Hazardous Material Policy.

ARTICLE XVII

Duration

SECTION 1. This Agreement is effective on August 20, 2019 and shall remain in full force and effect through August 20, 2022, and thereafter, for additional periods of one (1) year, with the provisions that should either party desire to terminate the Agreement or to modify any portion of any of the terms thereof, it shall notify the other party in writing not less than sixty (60) days prior to the expiration date of the Agreement, or the end of any subsequent yearly period, that the party giving such notice desires either to terminate the Agreement at the end of such period or to negotiate such amendment or changes of the terms or provisions thereof as are specified in such notice.

SECTION 2. Negotiations upon such proposed amendments or changes of the terms of this Agreement covered in the notices of desire to amend shall begin no later than thirty (30) days prior to the expiration date or the expiration of any subsequent yearly period.

SECTION 3. Notice hereunder shall be given by registered mail, be completed and at the time of mailing, and if by the Company, be addressed to the United Steelworkers, 305 Cayuga Road, Suite 175, Cheektowaga, New York 14225, and if by the Union, be addressed to Davis Standard, LLC, 46 North First Street, Fulton, New York 13069. Either party may, by written notice, change the address to which registered mail notice to it shall be given.

In witness whereof, the parties hereto have hereunto set their hand and seal on August 20, 2019


Davis Standard, LLC
Fulton, New York

Richard Pastor
VP of Operations


_____ 8/20/19


date

George Fox
Manufacturing Superintendent


_____ 8/20/19

date

Mary Beth Fennell
Human Resources Manager


_____ 8/20/19

date

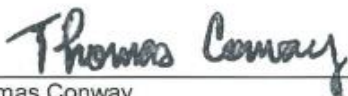
APPROVED BY:

Charles Lewis
Vice President, Human Resources


_____ 8/20/19

date

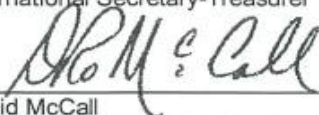
**FOR THE UNION:
United Steelworkers
AFL-CIO.CLC**



Thomas Conway
International President



John Shinn
International Secretary-Treasurer



David McCall
International V.P., Administration



Fred Redmond
International V.P., Human Affairs



Del Vitale
Director, District 4



James J. Valenti
Staff Representative

**LOCAL UNION #14532-21 NEGOTIATING
COMMITTEE**

Gordon King  8/20/19
President date

Jobie Downs  8/20/19
Member, Grievance Committee date

Mark Green  8/20/19
Member, Grievance Committee date

Marianne Gillette  8/20/19
Member, Recording Secretary date

SCHEDULE #1- EFFECTIVE 8/20/2019

(3.0% increase)

<u>Classification</u>	Minimum	1st	2nd	3rd	4th
Assembler	19.56	20.93	22.31	23.68	25.06
Assembler Helper-Snag Grind	17.40	18.78	20.17	21.54	22.91
Boxmaker	19.38	20.76	22.15	23.51	24.90
DockWorker/ Storeroom Att.	17.40	18.78	20.17	21.54	22.91
Finish Painter	21.20	22.57	23.95	25.32	26.71
Fitter	23.11	24.48	25.86	27.24	28.61
Helper	16.82	18.20	19.59	20.95	22.34
Inspector	23.11	24.48	25.86	27.24	28.61
Janitor	18.54	19.92	21.28		
Machine Operator A	20.30	21.67	23.05	24.43	25.81
Machine Operator B	16.78	18.16	19.53	20.92	22.31
Machinist	23.11	24.48	25.86	27.24	28.61
Maintenance Mechanic Assistant	21.69	23.07	24.46	25.84	27.20
Material Stocker	17.40	18.78	20.17	21.54	22.91
Panel Assembler Fitter	23.24	24.63	25.86	27.37	28.77
Plant Maintenance Mechanic	23.87	25.22	26.60	27.99	29.37
Shop Maintenance Mechanic	23.11	24.48	25.86	27.24	28.61
Storeroom Attendant (Tool)	19.56	20.93	22.31	23.68	25.06
Toolgrinder	23.11	24.48	25.86	27.24	28.61
Truck Driver/Dock Worker	17.40	18.78	20.17	21.54	22.91
Welder	22.71	24.08	25.46	26.84	28.21

* Working Group Leaders are paid 5% per hour over the top rate of the highest permanent classification they supervise.

* Any bargaining unit employee will be paid a \$2.00 per hour road bonus whenever that employee is required to work beyond the scheduled work hours outside the facility or any business that requires overnight stay. Road bonus will not be applied when employees are out of the plant for training purposes.

SCHEDULE #2- EFFECTIVE 8/20/2020

(2.5% increase)

<u>Classification</u>	Minimum	1st	2nd	3rd	4th
Assembler	20.05	21.45	22.87	24.27	25.69
Assembler Helper-Snag Grind	17.84	19.25	20.67	22.08	23.48
Boxmaker	19.86	21.28	22.70	24.10	25.52
DockWorker/ Storeroom Att.	17.84	19.25	20.67	22.08	23.48
Finish Painter	21.73	23.13	24.55	25.95	27.38
Fitter	23.69	25.09	26.51	27.92	29.33
Helper	17.24	18.66	20.08	21.47	22.90
Inspector	23.69	25.09	26.51	27.92	29.33
Janitor	19.00	20.42	21.81		
Machine Operator A	20.81	22.21	23.63	25.04	26.46
Machine Operator B	17.20	18.61	20.02	21.44	22.87
Machinist	23.69	25.09	26.51	27.92	29.33
Maintenance Mechanic Assistant	22.23	23.65	25.07	26.49	27.88
Material Stocker	17.84	19.25	20.67	22.08	23.48
Panel Assembler Fitter	23.82	25.25	26.51	28.05	29.49
Plant Maintenance Mechanic	24.47	25.85	27.27	28.69	30.10
Shop Maintenance Mechanic	23.69	25.09	26.51	27.92	29.33
Storeroom Attendant (Tool)	20.05	21.45	22.87	24.27	25.69
Toolgrinder	23.69	25.09	26.51	27.92	29.33
Truck Driver/Dock Worker	17.84	19.25	20.67	22.08	23.48
Welder	23.28	24.68	26.10	27.51	28.92

* Working Group Leaders are paid 5% per hour over the top rate of the highest permanent classification they supervise.

* Any bargaining unit employee will be paid a \$2.00 per hour road bonus whenever that employee is required to work beyond the scheduled work hours outside the facility or any business that requires overnight stay. Road bonus will not be applied when employees are out of the plant for training purposes.

SCHEDULE #3- EFFECTIVE 8/20/2021

(2.5% increase)

<u>Classification</u>	Minimum	1st	2nd	3rd	4th
Assembler	20.55	21.99	23.44	24.88	26.33
Assembler Helper-Snag Grind	18.29	19.73	21.19	22.63	24.07
Boxmaker	20.36	21.81	23.27	24.70	26.16
DockWorker/ Storeroom Att.	18.29	19.73	21.19	22.63	24.07
Finish Painter	22.27	23.71	25.16	26.60	28.06
Fitter	24.28	25.72	27.17	28.62	30.06
Helper	17.67	19.13	20.58	22.01	23.47
Inspector	24.28	25.72	27.17	28.62	30.06
Janitor	19.48	20.93	22.36		
Machine Operator A	21.33	22.77	24.22	25.67	27.12
Machine Operator B	17.63	19.08	20.52	21.98	23.44
Machinist	24.28	25.72	27.17	28.62	30.06
Maintenance Mechanic Assistant	22.79	24.24	25.70	27.15	28.58
Material Stocker	18.29	19.73	21.19	22.63	24.07
Panel Assembler Fitter	24.42	25.88	27.17	28.75	30.23
Plant Maintenance Mechanic	25.08	26.50	27.95	29.41	30.85
Shop Maintenance Mechanic	24.28	25.72	27.17	28.62	30.06
Storeroom Attendant (Tool)	20.55	21.99	23.44	24.88	26.33
Toolgrinder	24.28	25.72	27.17	28.62	30.06
Truck Driver/Dock Worker	18.30	19.73	21.19	22.63	24.07
Welder	23.86	25.30	26.75	28.20	29.64

* Working Group Leaders are paid 5% per hour over the top rate of the highest permanent classification they supervise.

* Any bargaining unit employee will be paid a \$2.00 per hour road bonus whenever that employee is required to work beyond the scheduled work hours outside the facility or any business that requires overnight stay. Road bonus will not be applied when employees are out of the plant for training purposes.

Additional bonus:

	Q1	Q2	Q3	Q4
Actual Hours/Sold Hours	<1.0	<1.0	<1.0	<1.0
Payout	.50%	.50%	.50%	.50%

Each year the employees are eligible for the additional bonus. The payout is based upon each individual's hourly rate. The 0.5% relates to a standard full year base rate of 2080 hours.

Sample calculation:

Base hourly rate: \$26.18

Annual hours: 2080

Assuming the actual hours produced in a quarter are less than those sold, the quarterly payout would equal:

$$\$26.18 \times 2080 \times 0.5\% = \$272$$

To verify the actual hours being used in the calculation are valid at the end of the quarter, two members of the bargaining unit will review all closed jobs in that quarter with the Manufacturing Superintendent and a Finance representative. This will be completed within two weeks of quarter end and payment will be paid into the individuals normal paycheck as additional hours in the next pay cycle.

MEMORANDUM OF UNDERSTANDING

Davis Standard - ABSENTEEISM PROGRAM

The Absenteeism Program is based on the following point system:

- Late or leave early 1/2 point each occurrence
- Each occurrence of absence 1 point

An occurrence is an absence greater than 1/2 of a scheduled shift or not exceeding two (2) scheduled working days without a doctor's note. A doctor's note will not eliminate the point in this section.

Discipline based on the following criteria:

- 4 points = Verbal Warning
- 5 points = Written Warning
- 6 points = Three (3) day suspension without pay
- 7 points = Five (5) day suspension without pay pending discharge

Disciplinary action will occur immediately following the infraction. During a rolling 12 month period, if more than two (2) suspensions are issued, an addition 5-day suspension without pay will be assessed pending discharge.

NOTES:

After four (4) consecutive months of no absence, out early, or lateness occurrences the point total is backed down 1 point. If the two (2) months following these four (4) months are also clean, the point total is backed down 3 more points for a total of 4 points. This six month cycle would then begin again. This clean-up for good attendance will occur after the points have been removed following the 13 month cycle. Time on layoff or sick leave has no effect on this.

The four (4) and six (6) month periods discussed above will begin on the day following the absence, out early, or lateness. For example: A member is absent on November 21, 1995. The four month period would begin November 22, 1995 and run through March 22, 1996. This is not a specific number of days, just a count of the months.

If a member **after their initial visit** to their Doctor presents a note that says they are required to go back for further treatment, all subsequent visits will be counted under the original absence. Three (3) consecutive scheduled work-days of absence requires a Doctor's release.

MEMORANDUM OF UNDERSTANDING

#2

The Union and Company agree to meet and develop an alcohol and drug testing policy based on DOT cut off levels for alcohol and specified drugs.

MEMORANDUM OF UNDERSTANDING

#3

The Company will meet with the Union to review the possibility of participating in the NY Workshare program when it appears there will be extended periods of reduced work weeks.

MEMORANDUM OF UNDERSTANDING

#4

Annual notice of Profit Sharing Plan

MEMORANDUM OF UNDERSTANDING

#5

- Training is a part of the responsibilities of a Group Leader and no additional differential will be provided for existing Group Leaders if asked to perform training.

- If non Group Leaders are asked to conduct focused training, they will receive the training differential (5%/hour based on current base rate) for the specific training period assigned by the Manufacturing Superintendent.
- Training in this context must involve the following:
 - “New employees” or “Employees New to a Role” (i.e. janitor to assembler, etc.) – not just normal progression within a similar role
 - A pre-determined and defined time frame and goal approved by the Manufacturing Superintendent (i.e. 3 hours/day for 6 weeks, etc.)
 - Note: General day to day help, guidance, or support (not defined as above) will not fall under the defined pay differential.
- Trainers will be selected (by Manufacturing Superintendent) based on the following:
 - Knowledge of the subject matter
 - Demonstrated willingness to train others
 - Past performance with training
 - Availability over the specified time frame
 - Existing group leaders will be looked at first given experience and role
- Training needs to be results focused. Assembly management may assess the effectiveness throughout the training period and discuss progress with the trainer on a periodic basis.