

AGREEMENT

Between

OAKLEY STEEL PRODUCTS COMPANY

And

SMART
INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL
AND TRANSPORTATION WORKERS'
LOCAL 73, AFL-CIO

Effective: 01/16/2019

Expires: 01/15/2022

AGREEMENT

This Agreement is made by and between **OAKLEY STEEL PRODUCTS COMPANY** of Bellwood, Illinois (hereinafter referred to as the "Company") and **SMART-- INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS', LOCAL NO. 73, AFL-CIO** (hereinafter referred to as the "Union").

WHEREAS, it is the intent and purpose of this Agreement to promote and improve industrial relations between the Company and its employees; aid the economical and profitable operation of the plant; make reasonable provisions for the safety and health of the employees; accomplish and maintain the highest efficiency and quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; insure against any interruption of work, slowdown or other interference with work performance; strengthen good will, mutual respect, and cooperation; and set forth the agreement covering rates of pay, hours of work and other conditions of employment to be observed between the parties to this Agreement.

Now therefore, the parties hereto agree as follows:

ARTICLE I

No Strike - No Lockout

Section 1. The parties agree that, during the term of this Agreement, there shall be no lockouts, picketing, strikes, sympathy strikes, slowdown boycotts, curtailment of work, interference with production, or stoppages of work at the Company in its Bellwood operations for any cause. A layoff due to business conditions or a legitimate break-down or emergency beyond the control of Company requiring a shutdown shall not be construed to mean a lockout. Employees heading or participating in any strike, slowdown, boycott, curtailment of work or any other interference with production or stoppage of work for any cause shall be subject to discipline including discharge.

Section 2. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event:

- (1) An employee refuses to enter upon any property involved in a primary labor dispute or refuses to go to work behind any primary picket line, including the primary picket line of the Union and primary picket lines at the Company's places of business; and
- (2) An employee refuses to perform any service which the Company undertakes to perform as an ally of an employer or person whose employees are on strike, and which service, but for such strike, would be performed by the employees of the employer or person on strike.

ARTICLE II

Recognition

Section 1. The Company recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for all production and maintenance employees, excluding all office clerical, administrative and professional employees, watchmen and supervisory employees with authority to hire, discharge, discipline or change the status of an employee or to effectively recommend such action.

Section 2. The Company will bargain with no other union with respect to this bargaining unit during the term of this Agreement and further agrees not to enter into any other agreements or contracts with its employees, individually or collectively, which in any way conflict with the terms and provisions of this Agreement.

Section 3. Supervisory and managerial personnel shall not perform work covered by the job classifications set out in this Agreement that would replace an employee who is available and qualified to perform such work. Management personnel may, however, perform any work required at any time if qualified employees are not replaced or:

1. Qualified employees are not available.
2. Emergencies.
3. Instruction or training.
4. Necessary experimental development and research work is needed.

ARTICLE III

Conflict With Law

Section 1. If any article or section of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In either of the events set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon request of either party, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

Section 2. There shall be no discrimination on the basis of race, color, religion, sex, national origin, union membership or union activities.

ARTICLE IV

Union Security

Section 1. It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and all employees hired on or after this Agreement's effective date shall, on the 30th day following the beginning of such employment, or on the 30th day following the execution of this Agreement, whichever is later, become and remain members in good standing in the Union. No benefits or other provisions covered in this Agreement shall apply to new employees for the first 30 days.

Section 2. The Company agrees to deduct from the pay of the employees covered by this Agreement regular monthly union dues, and, on an installment basis in accordance with the union rules, initiation fees provided such employee(s) from who pay such deduction is made, furnishes to the Company a signed authorization card for such deductions. Such authorization card shall be in the form prescribed by law. A check covering such deductions shall be mailed to the Union office no later than the 15th of each month.

In addition, the Company shall honor voluntary P .A.L. signed authorization cards, a copy of which has been provided to the Company.

Section 2a: Local 73 Building Fund: Effective July 1, 2004, the Company will continue to deduct from employees after tax wages ten cents (\$0.10¢) per hour, for all hours worked for each employee, beginning after thirty-one days of employment. To be remitted to the Financial-Secretary Treasurer by the 15th day of each month.

Section 3. Under the terms of this Article IV, the Company shall have no obligation to discharge any employee at the request of the Union except for the non-payment of the regular dues and initiation fees normally required of all employees.

Section 4. 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 IV.

ARTICLE V

Company Security

Except to the extent expressly abridged by a specific provision of this Agreement, the Company reserves and retains, solely and exclusively, all of its common law rights to manage the business, as such rights existed prior to the execution of this or any other previous agreement with the Union or any other Union. The sole and exclusive rights of management, which are not abridged by this Agreement, shall include, but are not limited to, its right to determine the existence or non-existence of facts which are the basis of a management decision, except with respect to a specific provision of this Agreement; to determine prices of products; volume of production; methods of financing; to drop a product line; to establish or continue policies, practices and procedures for the conduct of the business and, from time to time, to change or abolish such policies, practices, or procedures; the right to determine, and from time to time to determine, the number, location, relocation and types of its operations, and the methods, processes and materials to be employed; to discontinue processes or operations or to discontinue their performance by employees of the Company; to determine the number of hours per day or per week operations shall be carried on; to select and to determine the number and types of employees required; to determine qualifications for work; to assign work to such employees in accordance with the requirement determined by management; to establish and change work schedules and assignments; to transfer, promote, or demote employees, or to layoff, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons; to make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline employees for just cause; and otherwise to take such measures as management may determine to be necessary for the orderly, safe, efficient and profitable operation of the business.

ARTICLE VI

Seniority

Section 1. Seniority is defined as an employee's length of continuous service from his date of last employment with the Company and shall be held in an employee's regularly assigned occupational classification.

Section 2. In all cases where employees are laid off due to a reduction in the working forces, called back from layoff due to an increase in the working forces and in complying with requests for the filling of vacant jobs, where the employee's job knowledge, training, ability, skill, efficiency and physical fitness are relatively equal among two or more employees, seniority shall govern.

Section 3. New employees and those hired after a break in continuity of service shall be regarded as probationary employees for their first 60 days of actual work and shall receive no continuous service credit during such probationary period. Probationary employees retained by the Company subsequent to their first 60 days of actual work shall receive full continuous service credit from their date of last hire.

Probationary employees may be laid off, transferred, disciplined, suspended or discharged as exclusively determined by the Company and shall have no recourse to the grievance procedure of this Agreement.

Section 4. Any employee hired between May 15th and September 15th, as a seasonal employee, shall be considered a probationary employee and shall receive no continuous service credit while so classified. The Company shall notify the Union of all employees hired for seasonal work. Seasonal employees shall be given an opportunity to qualify as regular employees, if available when needed. Such employees who qualify and are subsequently reclassified as regular employees shall receive full continuous service credit from their date of last hire. Seasonal employees shall not be eligible for holiday pay, vacations and other benefits provided for in this Agreement.

Section 5. In the event of a decrease in the working forces, probationary, seasonal, temporary and part-time employees shall be laid off before any regular employee in the occupational classification where the layoff occurs. In the event it is necessary to decrease the working forces further, regular employees with the least seniority in the job classification to be reduced shall be laid off. The Company shall notify employees of their impending layoff as soon as possible, but in no event, later than 48 hours prior to the day of layoff, except where failure to provide work is due to power or equipment failure, fire, strikes, inclement weather or other circumstances beyond the control of the Company.

Section 6. Continuous service shall be broken and the employment relationship terminated when an employee:

- A. Quits.
- B. Is discharged for cause.
- C. Fails to report for work within 72 hours after receipt of a written notice of recall to work after a layoff given by the Company by registered or certified mail or telegram and addressed to the employee at his last address appearing on the records of the Company. The Company's letter shall be considered as received if it is returned and marked "no forwarding address."
- D. Is laid off in excess of 90 days.
- E. Fails to return to work on schedule following a vacation or authorized leave of absence.
- F. If for any reason is absent from work for a period of two working days without notifying the Company.

Section 7. When an employee desires a transfer to a job classification other than the one in which he is regularly classified, he shall make his desire known in writing and file same with the Production Superintendent. When a permanent vacancy occurs in the job classification for which the employee has applied, he shall be given consideration for such vacancy in accordance with the tests specified in Section 2 of this Article VI.

Section 8. The Company shall supply the Union with a current seniority list of all employees in each occupational classification and shall keep a current copy of same posted on the bulletin boards. Seniority lists shall include the name and the seniority date of each employee on the list.

Section 9. Seniority shall not apply to any particular type of work within a classification, or to the place where such work is performed, or to the particular machine or piece of equipment with which such work is performed.

Section 10. Employees transferred to a job classification not included in the bargaining unit shall, upon their return to the bargaining unit, retain and accumulate their seniority in accordance with Section I of this Article VI; provided, that if the total continuous service outside the bargaining unit exceeds two years, pension service credit shall accumulate for a maximum of two years from the date of transfer.

Section 11. The Shop Steward shall have preferential seniority and shall remain at work if two or more employees are working, provided he meets the tests specified in Section 2 of this Article VI. This Section shall not apply to maintenance work or overtime resulting from an emergency.

ARTICLE VII

Hours of Work and Overtime

Section 1. This Article VII is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of minimum or maximum hours of work per day or per week or of working schedules, or the amount of work performed in any work day or work week by an employee, individually or collectively.

Section 2.

The normal work week shall consist of 40 hours, Monday through Friday.

- | | | | |
|-------------------------|---|----------------------------|---------------------------|
| 1. First Shift: | 7am-3:30pm | Break: 10am-10:15am | Lunch: 12N-12:30pm |
| 2. Second Shift: | 3pm-11:30pm | Break: 6pm-6:15pm | Lunch: 8pm-8:30pm |
| 3. Summer Hours: | Start times may be adjusted per shift; by majority preference | | |

Work days or work weeks differing from those indicated above may be established by the Company after first notifying the Union.

Section 3.

One and one-half (1-1/2) times the regular hourly rate shall be paid for all work performed in excess of eight hours in anyone work day, 40 hours in anyone work week, for all work performed on anyone of the holidays enumerated in Article VIII and for all work performed on the sixth day worked in the work week. Double the regular rate on Sunday.

Section 4. Overtime shall be performed by the employees working in the job classification and on the shift in which the overtime occurs; provided, every effort will be made by the Company to distribute overtime as equally as possible among employees within their job classifications and on the shift where the overtime occurs. Employees asked to work overtime shall work unless a reasonable excuse for not working is presented. Employees consistently refusing to work overtime shall not be offered future overtime work and will be subject to discipline, including discharge.

Section 5. Employees shall be allowed a 10-minute wash-up period immediately prior to quitting time.

ARTICLE VIII

Holidays

Section 1. The following days shall be considered holidays:

New Year's Day	Christmas Eve
Good Friday	Christmas Day
Memorial Day	New Year's Eve Day
Independence Day	
Labor Day	
Thanksgiving Day	
Day After Thanksgiving Day	

Should any of the foregoing holidays occur on Saturday or Sunday, the observed day will adhere to employer holiday schedule.

Section 2. Employees eligible for holiday pay shall receive, when the holidays enumerated in Section 1 are not regularly scheduled days of work, holiday pay of eight times their regular straight time hourly rate.

Section 3. Employees eligible for holiday pay shall receive, for all hours worked when they are scheduled to work and actually do work on anyone of the holidays enumerated in Section 1, one and one-half (1 1/2) times their straight time hourly rate of pay for all hours worked on the holiday, in addition to eight times the regular straight time hourly rate as provided in Section 2 above.

Section 4. To be eligible for holiday pay, an employee must meet all the following conditions:

- A. Have seniority in accordance with Article VI as of the date of the holiday.
- B. Work eight hours on the last schedule work day immediately before the holiday and the first scheduled work day immediately following the holiday, unless excused by the Company.
- C. Report for work and actually perform work on the holiday, if scheduled to work.
- D. Work in the pay period immediately before and the pay period immediately after the pay period in which the holiday occurs.

Work eight hours on the last scheduled work day immediately before the holiday and the first scheduled work day immediately following the holiday, unless excused by the Company.

Report for work and actually perform work on the holiday, if scheduled to work.

Work in the pay period immediately before and the pay period immediately after the pay period in which the holiday occurs.

Section 5. If a holiday falls within an employee's vacation period, he shall receive holiday pay and, at the employee's option, an additional day off. An employee exercising such option shall do so before leaving on vacation.

Section 6. Holidays paid for but not worked under the provisions of this Article VII shall be considered as time worked for the purposes of computing overtime.

Section 7. Two (2) sick days given each year on January 1st. (No carry over). All employees are eligible after joining Union.

ARTICLE IX

Vacations

Section 1. Each employee who, on one year from their start date, has continuous service of one year, but less than two years, shall be eligible for one week of vacation with pay.

Section 2. Each employee who, on their anniversary date, has continuous service of two years, but less than 10 years, shall be eligible for two weeks vacation with pay.

Section 3. Each employee who, on their anniversary date, has continuous service of 10 years, but less than 15 years, shall be eligible for three weeks vacation with pay.

Section 4. Each employee who, on their anniversary date, has continuous service of 15 years, but less than 20 years shall be eligible for four weeks vacation with pay.

Section 5. Each employee who, on their anniversary date, has continuous service of 20 years or more shall be eligible for five weeks vacation with pay.

Section 6. To be eligible for a vacation, an employee must be in the regular active employment of the Company and shall have worked a minimum of 1600 of the scheduled hours and days of work in the 12 months immediately prior to their anniversary date of the current vacation year. This shall be construed to mean "shall have worked a minimum of eighty percent (80%) of the scheduled hours and days of work."

Section 7. Vacation pay for an employee shall be 40, 80, 120 or 160 times the regular straight time hourly rate of the job classification in which he is employed immediately prior to his vacation.

Section 8. Vacations shall, insofar as possible, be granted by the Company at times most desired by the employees. Vacations during any one period shall be limited to such numbers and classification as not to interfere with the normal conduct of the business. When more vacations are requested than can be granted for any one period, preference will be given to the employees with the most seniority. The final right of scheduling vacations is reserved to the Company so as to insure the efficient and continuous operation of the plant.

Vacations shall not be cumulative from one year to the next and in no event, shall be more than five weeks vacation be granted in any one vacation year. The entire vacation must be taken in a single year.

Section 9. Any employee who, prior to their anniversary date, breaks his continuous service, as defined in Article VI (6), shall forfeit all rights to vacation and vacation pay under this Article IX, except that any employee otherwise eligible for a vacation who voluntarily quits prior to their anniversary date, after having given two weeks advance notice in writing, shall receive a vacation allowance in accordance with his eligibility under Sections 1, 2, 3, or 4 above of two, four, six, or eight percent of his total straight time hourly earnings during the period beginning with the previous anniversary date.

ARTICLE X

Leave of Absence

Section 1. The Company, in cases where production requirements permit it or unusual circumstances warrant, may grant written leaves of absence, without pay, to employees, without loss of seniority, upon written request and upon good cause being shown for such leaves for a definite period of not more than 30 days; provided, that in exceptional cases of illness, accident, military service, a longer leave may be granted.

Section 2. Request for sick leave, military leave and Union service leave must be accompanied by a doctor's certificate or military orders, as the case may be, establishing the necessity for the leave. Requests for leaves of absence shall be made prior to taking the leave of absence, except in the case of sickness or accidents requiring immediate hospitalization. In the event of sickness or accident requiring hospitalization, the Company shall be notified as soon as possible, but in no event later than two working days from the date the employee was next scheduled to work.

Section 3. The Company shall notify the Union of the name of each employee who has been granted a leave of absence, along with the duration of such leave.

ARTICLE XI

Grievance Procedure

Section 1- Should any dispute arise between the Company and the Union and the Company and any of its employees involving the interpretation or application of any of the provisions of this Agreement, or any matter involving the violation of any of the provisions of this Agreement, such dispute shall be settled in accordance with the following procedure.

Section 2- All grievances shall be presented by the parties within three working days after the cause or knowledge of the grievance arises or such grievance shall be deemed abandoned. All grievances must be appealed within the time limits established in each step of this grievance procedure or they shall be considered settled on the basis of the last answer given. Extensions of the time limits specified above may be agreed to by the parties in writing.

Step 1

Between the employee and/or the Shop Steward and his immediate supervisor - If the grievance is not satisfactorily settled within two working days after presentation of the grievance, it shall be reduced to writing indicating the article and section of this Agreement alleged to have been violated and the remedy sought, dated and signed by the employee and/or Shop Steward and the immediate supervisor on a form provided for the purpose and appealed to Step 2 within two working days of receipt of the last answer given.

Step 2

Between the General Manager of the Company or his representative and a business representative designated by the Union within five working days from the date of its appeal from Step 1. If the grievance is not satisfactorily settled within 10 working days of its presentation in Step 2, either party may appeal the grievance to arbitration within five working days of receipt of the answer given.

Step 3

A party appealing to arbitration shall request either the American Arbitration Association or the Federal Mediation and Conciliation Service to submit a panel of five arbitrators selected from the membership roster of the National Academy of Arbitrators. Selections from this panel shall be made by the Union striking one name from such list and the Company striking another until one name remains. The person whose name remains shall be the arbitrator. It shall be the responsibility of the party appealing to arbitration to ensure that a panel is requested within 20 days of the date of appeal to arbitration or said grievance shall be deemed abandoned, unless extended by mutual written agreement.

Awards of arbitrators shall be final and binding upon both parties, and shall determine the subject of the arbitration for the duration of this Agreement. Jurisdiction of the arbitrators shall be only in regard to the particular dispute before them and they shall have no power or authority to add to, subtract from, modify or change in any way, any of the terms of this Agreement or to write any new clause, change an existing clause, or write a new agreement; nor shall they establish wage scales, change any wages or rates of pay. The arbitrators shall have no power to pass upon the products to be manufactured, the methods of manufacturing or any other function that belongs to the Company. If the grievance concerns matters not covered by this Agreement, it shall be returned to the parties with a statement that it is not arbitral.

The expenses and fees of arbitrators shall be shared jointly by the Company and the Union.

Section 3- After receiving prior permission from his supervisor, a reasonable time off, not to exceed 30 minutes, shall be granted to the Shop Steward to investigate, present and process grievances on Company time and property during regular work hours.

After notifying the Company, a duly authorized representative of the Union shall have the privilege of visiting the plant during working hours.

Section 4- The Union shall, in the redress of alleged violations by the Company of this Agreement, be the exclusive representative of the interests of each employee covered by this Agreement, and only the Union shall have the right to assert against the Company any claim, proceeding or action alleging a violation of this Agreement or claiming a right under this Agreement. No employee or former employee shall have any right under this Agreement in any claim, proceeding, action or otherwise on the basis of or by reason of any claim that the Union or any Union Officer or representative has acted or failed to act relative to presentation, prosecution or settlement of any grievance or other matter as to which the Union or any Union Officer or representative has authority or discretion to act or not to act under the terms of this Agreement.

Section 5- After Step 1, only the Union shall have the right to prosecute grievances under this Agreement, and only the Union shall have the right to take to arbitration any grievance which is otherwise arbitral under this Agreement. If the Union refuses to prosecute a grievance on behalf of any employee, or if the Company and the Union settle any grievance on behalf of an employee hereunder, the employee who has filed such grievance or on whose behalf it has been filed shall thereafter be stopped from reviewing or further prosecuting said grievance.

ARTICLE XII

Bulletin Boards

Bulletin boards will be provided for the purpose of posting a copy of this Agreement, along with notices of Union meetings, Union appointments, Union social and recreational activities, Union elections and results thereof and such other matters approved by the Company.

ARTICLE XIII

Benefits

Section 1: The Company agrees to pay the following Welfare benefits to Plan "C" Sheet Metal Workers' Local 73 for all Union Employees, the sum of:

\$5.10 per hour , including overtime, vacation, and holiday time, on a monthly basis starting **January 16, 2019**.

\$5.20 per hour , including overtime, vacation, and holiday time, on a monthly basis starting **January 16, 2020**.

\$5.30 per hour , including overtime, vacation, and holiday time, on a monthly basis starting **January 16, 2021**.

Contributions shall be capped at 40 hours per week or 2,080 per year per Union Employee.

Section 2: 401(k) Plan is optional

- Employees may contribute up to 100% of their salary but not greater than the IRS limits of \$18,000 per year.
- Company may contribute annually at their sole discretion

ARTICLE XIV

Funeral Leave Pay

In the event of the death of an employee's spouse, parent, child, brother, sister, mother-in-law or father-in-law and such death requires an employee's absence from work in order to attend the funeral, the employee may be granted up to two days time off (one day for mother-in-law or father-in-law) with pay for the regular work day(s) in which he would have worked but for his absence. Funeral pay shall be eight times the regular straight time hourly rate for each regular work day missed to attend the funeral. The Company may require proper evidence of death and relationship.

ARTICLE XV

Jury Duty Pay

Section 1. Any regular employee who is called to and reports for jury duty shall, upon the proof of time served and compensation received, be paid by the Company the difference between jury duty pay and his regular straight time hourly earnings for the number of regular work days that he otherwise would have been scheduled to work. The Company's obligation for jury duty pay shall be limited to a maximum of 10 working days.

Section 2. The employee shall give reasonable advance notice to the Company of his intended absence for jury duty.

Section 3. When an employee is released for a day or part of a day during any part of jury duty, he shall report for work or forfeit jury duty pay for that day or part thereof.

ARTICLE XVI

Wages

Section 1. Pay rate increase for all employees:

January 16, 2019
\$0.25

January 16, 2020
\$0.50

January 16, 2021
\$0.75

Section 2. An employee who is temporarily transferred by the Company to a job classification other than his regular job classification shall receive the base rate of his regular job classification or the base rate of the new job classification, whichever is higher. In the event such transfer is made in lieu of a layoff, he shall be paid the base rate of the job classification to which he is transferred. An employee who is permanently transferred and an employee who requests a transfer from one job classification to another shall receive the base rate of the job classification to which he is transferred.

Section 3. An employee who is regularly scheduled and who reports for work, and an employee who is called back to work after completing work, shall, in the event no work for which he was scheduled or for which he was notified to report is available, be guaranteed four hours work or four hours pay in lieu thereof, at his regular hourly rate of pay for the job classification for which he was scheduled or for which he was notified to report. An employee scheduled or notified to report for work may be assigned to other work for which he may be qualified. This Section shall not apply:

- A. In the event of breakdown of utilities, power failure, flood, storms, fires, strikes or other circumstances beyond the control of the Company which interfere with work being provided; or
- B. In any case in which an employee shall not be put to work, or kept at work, or shall be released from work after having been put to work by reason of discipline or suspension for just cause; or
- C. In any case in which an employee has not been scheduled or notified to report to work but who reports for work without call on his own accord: or
- D. To employees who are absent so that notice not to report cannot be given them while at work; or
- E. To employees refusing to perform the work to which they are assigned, providing they are capable of performing the work assigned.

Section 4. An employee who works Second (2nd) shift shall receive a shift differential of \$1.00 per hour. Such shift differential shall be in addition to his regular hourly rate and shall be included in the regular hourly rate for the purpose of computing overtime, holiday and vacation pay.

Section 5. Quarterly Safety Bonus Program:

A. Eligible employee will receive a bonus in the amount of \$250 per quarter. Bonus will be paid to employee on or before the 2nd paycheck of the prior calendar quarter.

Employee must meet the following criteria in-order to be eligible for the safety bonus:

- A. No recordable injuries during calendar quarter.
- B. Maintain organized and clean work area. Subject to random company safety audits.
- C. No Corrective action write-ups based on work area or safety requirements.

Section 6. Quality Control Bonus:

2019: Company will set aside \$75,000 total for all shop employees to split into four (4) quarters (\$18,750 per quarter). For each rework that the shop is responsible for, that amount will be deducted from the total of \$75,000. Three (3) weeks after the end of each quarter the remaining funds will be distributed to shop employees. The amount that each employee will get will be determined by the pay rate that they earn and the % of what their straight time earnings are during that quarter.**

2020: Company will set aside \$80,000 total for all shop employees to split into four (4) quarters (\$20,000 per quarter). For each rework that the shop is responsible for, that amount will be deducted from the total of \$80,000. Three (3) weeks after the end of each quarter the remaining funds will be distributed to shop employees. The amount that each employee will get will be determined by the pay rate that they earn and the % of what their straight time earnings are during that quarter.**

2021: Company will set aside \$85,000 total for all shop employees to split into four (4) quarters (\$21,250 per quarter). For each rework that the shop is responsible for, that amount will be deducted from the total of \$85,000. Three (3) weeks after the end of each quarter the remaining funds will be distributed to shop employees. The amount that each employee will get will be determined by the pay rate that they earn and the % of what their straight time earnings are during that quarter.**

**Example: If the overall shop wages for the quarter are \$100,000 and your rate is \$10 per hour you will have earned \$5,200 for the quarter. That represents .052% of the \$100,000 total. That would mean you would be paid \$975 for the quarter $.052\% \times 18,750$ if there are no reworks.

ARTICLE XVII

Safety and Health

The Company and the Union recognize that the safety and health of all employees is a valuable asset and is imperative for the most efficient operation of the plant. Both safety regulations and measures now in effect or adopted hereafter and to maintain the standards to the highest degree possible in order that loss of time and efficiency due to industrial accidents shall be reduced to the absolute minimum. The Company agrees to supply work gloves as needed, but no more than four pairs of gloves per month, per employee. No replacement gloves will be issued unless an old pair is turned in.

ARTICLE XVIII

Job Injury

Section 1. In the event an employee, who is injured while at work, is treated and sent home for the remainder of the day by the attending physician, the employee shall receive a time off allowance not to exceed eight hours at his regular straight time hourly rate of pay.

Section 2. In the event an injured employee is treated and sent back to work by the doctor and does return to work on the day of the injury, such employee shall be paid his regular straight time hourly rate for the time required by the doctor for the treatment, plus the first revisit, if required. Transportation to the physician for treatment at the time of the injury, plus one subsequent treatment required during regular working hours shall be paid for by the Company.

ARTICLE XIX

Successor

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns, and in the event that all or any part of the business or operations of the Company are sold, lease~ transferred, or taken over by sale, transfer, lease, assignments, receivership or bankruptcy proceedings, the business and operations shall continue *to* be subject to the terms and conditions of this Agreement for its life. The Company shall give written notice of the existence of this Agreement *to* any purchaser, lessee, assignee, etc., of the operations covered by this Agreement, or any part thereof, with a copy to the Union at the time the contract or transaction is executed, and the Union shall be advised of the type and nature of the transaction, (e.g., lease, sale, term of a lease) and the name of the party sold or leased to.

ARTICLE XX

Complete Agreement

This Agreement sets forth the full and complete understanding between the Company and the Union and cancels and supersedes any and all Company past practices and prior Agreements that may have existed, either written or oral, and concludes collective bargaining for its term. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered by or not referred to or not covered by this Agreement.

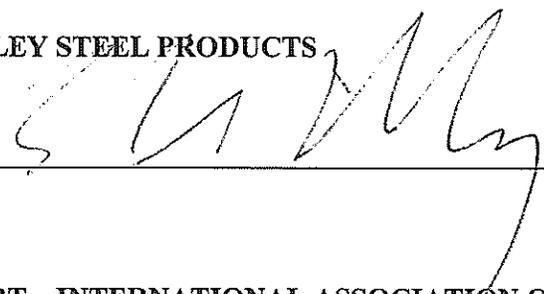
ARTICLE XXI

Term

This Agreement shall become effective January 16, 2019 and shall remain in full force and effect through January 15, 2022 and shall automatically renew itself for periods of one year thereafter, unless either party serves written notice upon the other not less than 60 days prior to any expiration date of its desire to terminate or amend the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed below by their appropriate officers and officials.

OAKLEY STEEL PRODUCTS

By:  Date: 1-23-19

SMART—INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS', LOCAL NO. 73, AFL-CIO

By:  Date: 1-23-19