

2019 - 2024

AGREEMENT

between

REYCO GRANNING LLC

and

TEAMSTERS LOCAL UNION NO. 245, affiliated

with the INTERNATIONAL BROTHERHOOD OF

TEAMSTERS

August 26, 2019 through August 26, 2024

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THIS AGREEMENT, made and entered into this 26th day of August, 2019, by and between REYCO GRANNING LLC, for its Mt. Vernon, Missouri plant, hereinafter referred to as the "Company," and TEAMSTERS LOCAL UNION NO. 245, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union."

WITNESSETH:

ARTICLE I
Purpose

Section 1. Purpose and Principles Stated -- It is the purpose of this Agreement to promote mutual cooperation and understanding between the Union, the Company, and its employees, and to provide for the operation of the Company's business in such a manner as to further to the fullest extent possible the establishment and maintenance of plant efficiency, the peaceful adjustment of all disputes involving the bargaining unit, and the economic well-being of the Company. In this regard, the parties specifically recognize the following principles, among others:

- (a) There shall be no limitation as to the amount or type of work an employee shall perform during his working day.
- (b) There shall be no restrictions on the use of machinery, tools, appliances, or new and innovative technologies.
- (c) There shall be no restrictions on the use of any raw or manufactured materials.
- (d) The Company is at liberty to employ the best employees it can find in the marketplace, irrespective of source.
- (e) No jobs shall be created to afford employment to anyone.
- (f) There shall be no strict craft or jurisdictional lines between any members of the work force.
- (g) The Union shall endeavor to see that its members give a full day's work for the wages and other benefits contained herein.

Section 2. Commitment to Productivity and Efficiency -- It is recognized that the Company must prosper if its employees are to prosper. The Company, the Union, and its members shall work together to assure that the quality and cost of the Company's products and services will prove increasingly more attractive to the customers they serve. Accordingly, bargaining unit employees shall use their best efforts to protect the property and interests of the Company. It is the further intent of the parties to secure and sustain maximum productivity per employee. In return for the Company's paying the rates and furnishing the other benefits herein provided, the Union and the employees it represents commit to the objective of achieving and maintaining the highest level of plant and employee performance and efficiency, and will affirmatively work and cooperate with the Company in an effort to reduce to a minimum all practices resulting in loss of production or efficiency.

Section 3. Commitment to Encourage Technological Progress and Cooperation – The Union, the employees, and the Company recognize that the wages and other benefits herein established for the employees, and the mutual welfare of the Company and the employees in the future, depend to a great extent upon continued technological progress, better tools, methods, processes, and equipment, and a cooperative spirit on the part of the Union, the employees, and the Company.

ARTICLE II **Recognition**

The Company recognizes the Union as the sole and exclusive collective bargaining representative for those employees of the Company who are employed in the classifications listed in "APPENDIX A" attached hereto. The Union agrees to act as the sole and exclusive collective bargaining representative for all such employees.

ARTICLE III **Management Rights**

Section 1. Basic Rights Stated – The Union, and the bargaining unit employees which it represents, recognize that the Company is in a very competitive, cost-oriented industry. Except as specifically contracted away by an express provision of this Agreement, all of the statutory and managerial rights, powers, prerogatives, and authority which the Company had prior to the execution of the Agreement are retained by the Company, and remain solely and exclusively within its judgment and discretion. Included in such rights, powers, prerogatives, and authority (by way of example, but not in limitation thereof) are: the right to determine operating policies, and manage the business in light of experience, business judgment, and changing conditions; the direction of the work force, including the right to hire, transfer, promote, discipline, define the extent of discipline to be imposed against an employee in any given instance, and to otherwise operate the Company so as to maintain the efficiency of all employees; the right to relieve employees from duty because of lack of work, or other reasons; the right to schedule and reschedule work, hours, shifts, and work assignments; the right to assign employees to particular work areas, pieces of equipment, and/or differing shifts, as needed; the right to determine the products to be manufactured, the work to be performed by its employees, and the manner in which it shall be performed; the right to determine the number of employees, if any, it shall employ in any classification, crew, area, or subdivision of its operations at any time; the right to determine the extent to which the Company shall be operated, and to what extent to which the work shall be performed with its equipment, and by its employees; the right to decide the number, and location, of its plants; the right to determine the extent to which the work of the Company shall be performed with the equipment, or by the employees of Reyco Granning LLC, or any other connected or related business enterprise; the right to subcontract, contract out, or otherwise purchase any work it deems necessary or desirable from third-party, independent sources; the right to introduce new or improved production operations, methods, processes, equipment, service procedures, or facilities which may change existing operations, methods, processes, equipment, service procedures, or facilities; the right to train and cross-train employees, and determine the method of training all employees; the right to establish new jobs and corresponding rates of pay; or to eliminate change, or consolidate existing

jobs and/or corresponding rates of pay; the right to determine financial policy, accounting procedures, prices of goods or services rendered or supplied, and marketing strategies; the right to choose its customers, and to determine customer relations policies; the right to determine the supervisory or organizational structure deemed appropriate by the Company; the right to establish quality, quantity, and other production and performance standards, and to maintain performance records on all jobs and employees; the right to establish job evaluation procedures, and to define the nature and content of each job, and job duty to be performed for the Company; the right to terminate, merge or sell the business, or any part thereof; the right to change the name of the business; and the right to develop, implement, revise, and enforce management policies, regulations, and practices, as well as work conduct, grooming, health and safety, or other rules, and an employee handbook.

The Company's failure to exercise any statutory or managerial right, power, prerogative, or authority reserved to it in this Section or elsewhere in this Agreement, or the Company's affirmative exercise of any such right, power, prerogative, or authority in a particular way in any particular instance, shall not be considered a waiver, binding practice, or otherwise be interpreted to preclude the Company from exercising any such right, power, prerogative, or authority in the same or some other way in the future, so long as such exercise is not otherwise in direct conflict with an express provision of this Agreement.

Section 2. Specific Recognition of Rights -- The Union, and the bargaining unit employees which it represents, specifically recognize the basic rights outlined in Section 1 of this Article, and agree not to contest, or otherwise request the Company to further negotiate concerning such matters during the term of this Agreement. No arbitrator in any matter arising under this Agreement shall have the right to ignore, extract from, modify, or impair, any of the basic rights of the Company set forth in Section 1 of this Article, or elsewhere in this Agreement.

ARTICLE IV **Working Team and Cell Lead Persons**

Section 1. It is recognized that the Company may, at its discretion, and from time to time, assign Working Team and Cell Lead Persons in the plant. The Company may also, at its discretion, relieve such individuals of their appointments and responsibilities, and return them to the regular duties of their classification at the applicable wage rate for that classification. Working Team Lead Persons who are so assigned by the Company will be paid one dollar and fifty cents (\$1.50) per hour above the highest hourly rate of any classification they are leading. Working Cell Lead Persons who are so assigned by the Company will be paid one dollar and fifty cents (\$1.50) per hour above the highest hourly rate of any Working Team Lead Person they are leading.

ARTICLE V **Union Security and Check-off**

Section 1. Union Security --

- (a) Current Employees -- All current employees of the Company covered by this Agreement shall, as a condition of continued employment, either become members of the Union by tendering dues uniformly required by the Union or tender an amount equivalent to dues required by the Union. The employee shall maintain such membership or continue to meet the financial obligations to the Union by the continued tender of periodic dues uniformly required by the Union, except as otherwise limited by law.

- (b) New Employees – The Company shall have the right to employ new employees who are not members of the Union. However, new employees covered by this Agreement shall, as a condition of continued employment, make application upon completion of their probationary period (as set forth in Article XI, Section 2) to become members of the Union and be required to either become members by paying the appropriate periodic Union dues and initiation fees or tender an amount equivalent to Union dues and initiation fees. Said employees shall be required to maintain membership or to meet the financial obligations by tendering the payment of periodic dues uniformly required by the Union.

Temporary Workers – The Company may utilize Temporary Workers from an employee leasing agency/company to supplement the employee workforce covered by this Agreement under the following conditions:

1. Such Temporary Workers will be used for one of the two (2) following purposes: (A) as an alternative source of applicants for full-time employment with the Company when a job bid has been posted and there was no successful bidder from within the Company; or (B) to supplement the employee workforce during periodic increases in workload.

2. If the purpose for using the Temporary Worker is (A) above, the following rules apply:
 - a. The Temporary Workers will be treated like probationary employees for purposes of work assignments, work scheduling, and overtime; and

 - b. No specific Temporary Worker may be used longer than ninety (90) calendar days, at which time the Company shall either return the worker back to the leasing agency/company or offer Company employment to the worker, unless the Company and the Union agree because of extenuating circumstances to extend the ninety (90)-day period.

3. If the purpose for using the Temporary Worker is (B) above, the following rules apply:

a. Use of such Temporary Workers will not be used to cause a reduction of full-time hours or lay-off of any employee covered by this Agreement;

b. Such Temporary Workers will not be used unless and until any employees covered by this Agreement that are on layoff with recall rights under this Agreement are offered to return to work;

c. Such Temporary Workers will not be offered overtime work unless all employees covered by this Agreement who have signed the applicable voluntary overtime sign-up sheet (either the in-Classification or out-of-Classification sheet) and who are qualified to do the work in the Classification in which overtime work is needed have been offered the overtime work;

d. No specific Temporary Worker may be used longer than ninety (90) calendar days, at which time the Company shall either return the worker back to the leasing agency/company or offer Company employment to the worker, unless the Company and the Union agree because of extenuating circumstances to extend the ninety (90)-day period;

e. The Company will not "ladder" Temporary Workers, with laddering defined as the consecutive use of two (2) or more different Temporary Workers for the full ninety (90) days each;

f. No Temporary Worker shall be allowed to work while the Company is utilizing a "shared work" program or a mandatory "short workweek" schedule;

g. If during any shift the Company chooses to reduce the workforce by layoff, Temporary Workers shall be eliminated prior to any full-time employee covered by this Agreement being affected;

h. The Company shall not temporary transfer an employee covered by this Agreement out of a Classification where a Temporary Worker is performing work within the same Classification; and

i. Where Temporary Workers are utilized, such Temporary Workers shall only be utilized in the Classification for which they are brought in to supplement, except in cases of a temporary disruption of production, but such temporary transfer of the Temporary Worker shall not

exceed three (3) working days for any disruption.

4. Such Temporary Workers do not receive any of the benefits specified in this Agreement for employees; and
 5. The Company will provide the Union Business Agent a quarterly report of the number of such Temporary Workers used during that quarter, and the number of hours worked by each Temporary Worker.
- (c) Paid Like Regular Dues -- The equivalent amounts to be charged the affected employees under either Sub-paragraph (a) or (b) of this Section shall be payable at the same time, and under the same terms and conditions, as the Union's regular periodic dues uniformly required by the Union from its regular members.
- (d) Enforcement -- In the event any employee, who becomes obligated under either Sub-Paragraph (a) or (b) of this Section, fails to make the required payments to the Union, the Company will remove the employee from its payroll within ten (10) days after the Company has received a written request delivered by Certified Mail, Return Receipt Requested, from the Union demanding said employee's discharge and removal from the payroll. The Union agrees to withdraw said written request for said employee's discharge and removal from the payroll if the employee cures the default before the end of the ten (10) day period specified herein. The Union agrees to indemnify the Company, and hold same harmless, from any and all liability and expenses, including reasonable attorney's fees, which in any way result from the Company's compliance with the Union's written request to discharge an employee and remove him from its payroll pursuant to this Sub-Paragraph (d) of this Section.

Section 2. Check Off --

- (a) Check-Off Recognized --The Company, where so authorized and directed by individual employees, in writing, agrees to deduct from the pay of such directing employees, and to remit to the Union, the initiation fees (which will be deducted in twenty-five dollar (\$25.00) weekly installments) and the periodic amounts otherwise required to be paid to the Union by employees covered by this Agreement. The written authorizations to the Company provided herein will be made by the affected employees on forms furnished by the Union.
- (b) Remittance -- The Union shall certify to the Company each month a list of the employees covered by this Agreement who have furnished the required Check-off authorization forms to the Company, together with a statement of the dues amounts owed and to be deducted from the pay of each such employee during the month in question.

- (c) Indemnity Against Liability --No deduction shall be made pursuant to this Section which is prohibited by applicable law. Furthermore, the Union agrees to assume full responsibility for the disposition of the funds deducted pursuant to this Section, once those funds are remitted to the Union. The Union agrees to indemnify the Company, and hold same harmless, from any and all liability and expenses, including reasonable attorney's fees, which in any way result from the Company's compliance with the payroll deduction requests filed and processed pursuant to this Section.

ARTICLE VI Union Activity

Section 1. Visitation Privilege -- After notifying the Head of Operations or Human Resources, in advance (if possible), a representative of the Union will be given access to Company premises for the purpose of administrating this Agreement. During the period of permitted access to the premises, the Union representative shall not unilaterally interfere with the work of any employee, interrupt or interfere with the performance of any job functions of an employee or official of the Company, or conduct individual or group meetings with employees during the working time of the employees involved.

Section 2. Union Bulletin Board -- Unless otherwise agreed to (in advance) by the Company, the Union shall not post or distribute any Union material any place on Company premises other than on a Union bulletin board specially designated as such. The Company will provide a bulletin board at a location agreeable to both parties. The Union may post or distribute thereon notices of authorized Union meetings, recreational and social affairs, agreements concluded between the Union and the Company, or materials dealing with other official Union business; provided such notices do not pertain to religion, politics, or other controversial matter, and are not disparaging of the Company, its services, or any Company employee. A copy of any such notices or materials shall be shown to the Head of Operations or Human Resources prior to posting. Such notices or materials shall be appropriately identified as Union material intended for posting or distribution, and shall bear the signature of an authorized representative of the Union, or be otherwise authenticated by the Union as Union-sponsored material.

There shall be no other general distribution or posting on Company premises of any notices, pamphlets, advertising, or any other materials by or on behalf of the employees covered by this Agreement, other than as provided in this Section.

ARTICLE VII Union Stewards

Section 1. Designation -- The Company recognizes the right of the Union to designate, from among the Company's bargaining unit employees, one (1) Chief Union Steward, and one (1) Alternate Union Steward from among the bargaining unit employees working on each shift. The names of the designated Union Stewards shall be certified to the Company, in writing, by the Union.

Section 2. Authority Limited -- The authority of a Union Steward shall be limited to, and shall not exceed, the following:

- (a) The investigation and presentation of grievances to the Company in accordance with the provisions of this Agreement; and
- (b) The transmission of such messages and information which shall originate with, and be specifically authorized by, the Union or its officers, provided such messages and information:
 - (i) have been reduced to writing; or,
 - (ii) if not reduced to writing, are of a routine nature involving grievances, and do not involve work stoppages, slowdowns, refusals to handle goods, or any other interference with the Company's business.

Section 3. Unauthorized Action -- Under no circumstances shall the Union Steward have the authority to take strike action, or any other action interfering with the Company's business, and he shall have no authority to issue instructions to, or attempt to direct, any members of the work force.

Section 4. When Duties Performed --When performing functions authorized hereunder, a Union Steward shall, where possible, do so outside of his scheduled work hours, unless mutually agreed otherwise by the Company and the Union Steward. A Union Steward shall conduct any investigation hereunder so as not to interfere: (1) with employees who are working; or (2) the operation of the Company in general.

The Company agrees to make its representatives available at reasonable times and places to meet with a Union Steward for the purposes set forth in this Article.

ARTICLE VIII **Discipline and Discharge**

Section 1. Basic Principles Recognized -- It is understood that the Company has the full right to discharge, or discipline employees, for just cause and to maintain the discipline and efficiency of its employees. The provisions of this Article shall not be interpreted as a limitation on that right, but rather as a clarification only of what conduct the parties mutually agree justifies the discipline and/or discharge of employees under this Agreement.

The Company shall have seven (7) working days following management's discovery of the conduct to administer discipline, except such time limitation does not apply if the employee was not available in the seven (7) day period, if management could not reasonably conclude its investigation within the seven (7) days, or to discipline for Attendance Policy violations.

Copies of all disciplinary notices issued to employees covered by this Agreement will be provided to the Chief Union Steward (or designee) at the time of issuance to the

employee, and will also be provided to the Union Business Agent by email or facsimile transmission either at the time of discipline or on a weekly basis.

Section 2. Plant Rules - All of the plant rules now in force, or hereafter adopted by management, shall be observed by all employees. The Business Representative and the Chief Union Steward shall be furnished copies of all new plant rules at least ten (10) calendar days in advance of implementation. The Union representatives will not disclose said new rules to the bargaining unit until authorized by the Company. The Union reserves the right to utilize the contractual grievance procedure in the event it believes any new rules implemented by the Company violate this Agreement. Employees shall be notified by bulletin board notice of all new rules adopted by the Company in the future before those rules are enforced against them.

Section 3. Agreed Grounds for Immediate Discharge – Without construing the following reasons as words of limitation concerning what conduct justifies immediate discharge, the parties agree that the following actions are such that the Company may immediately discharge an offending employee:

- (a) Coming to work under the influence of alcohol or drugs, possessing or consuming same while on Company property (including parking lot), or violating the Company's Drug and Alcohol Policy (including a positive test result).

[NOTE: This prohibition does not apply to employees properly taking prescription drugs that are legally prescribed to them by a physician. But such employees must:

- Provide notice of such medications in connection with any drug test;
- Keep the medications in their original containers if brought to work;
- Not misuse or abuse prescribed medications; and
- Let the Company know, for safety reasons, if the medications could interfere with the job, such as operating machinery.]

- (b) Knowingly violating applicable safety rules or regulations, established either by the Company, or by applicable law.
- (c) Fighting on Company property – both parties will be discharged.
- (d) Refusing to do a job assigned by supervision.
- (e) Vandalism, or defacing of Company property.
- (f) Misappropriating, or stealing Company property.
- (g) Knowingly falsifies any matter considered by the Company as part of the pre-employment process for the employee (including, but not limited to, items on the employee's application for employment), or knowingly falsifies any other Company record required to be kept by the employee in the usual course of business for the Company.
- (h) Engaging in any attempt, or participating in any plan, to control or

limit the amount of production performed by an employee.

- (i) Punching another employee's time card.
- (j) Harassment (including sexual harassment) of other employees.
- (k) Possession of a weapon on Company property (regardless of any concealed carry permit). This does not apply to items used by employees in their daily work at the Company, such as box knives, pocket knives, screwdrivers, etc.

Section 4. Agreed Grounds for Warnings, Final Warning, and/or Discharge – Without construing the following reasons as words of limitation concerning what conduct justifies the issuance of warnings, final warning, or the discharge of offending employees, the parties acknowledge that employees shall, in such instances, be subject to the following four (4) forms of discipline:

- 1st warning shall be verbal
- 2nd warning shall be written
- 3rd warning shall be written, and shall be designated as a final warning
- 4th warning shall be written, and result in automatic discharge

Under the principles noted in the first sentence of this Section, the parties agree that the following actions are such that the Company may warn, subsequently issue final warning, and eventually discharge an offending employee:

- (a) Sub-standard work.
- (b) Unsafe conduct (including, but not limited to, distracting other employees who are working (either orally, physically, or visually), horseplay, etc.)
- (c) If an employee leaves to see a Union Steward without first notifying and obtaining permission to do so from his Supervisor.
- (d) Littering of Company property.
- (e) Leaving premises after reporting to work without notifying your Supervisor or the individual in charge of the shift.
- (f) Use of any tobacco or any smoking devices (e.g. pipes, e-cigarettes, nicotine vaporizers, etc.) while on working time, except during break period (and outdoors in the designated area).
- (g) Use of personal cell phones while on working time, except during break period, with emergency calls to be handled as provided in the

Company's Phone, Cell Phone/PDA Policy.

- (h) Stopping work early (including lining up at the time clock before the end of shift) or not arriving back at work station on time (end of shift and break periods leave on bell; return from break on bell).

If an employee's conduct violates multiple sub-sections of this Section 4 at the same time, only one (1) step of discipline will be issued for said conduct.

If, in lieu of termination, the Company in its discretion decides to give a final warning for a violation covered under Section 3 above, the discipline will serve as a single progressive disciplinary step under this Section 4.

Any warnings shall be in effect for six (6) months, after which time they lapse; provided there are no other active warnings still in effect for violations which are subject to the progressive discipline set forth in this Section. All warnings in place on the effective date of this Agreement shall remain in effect, and shall be counted accordingly when applying the terms and conditions of the preceding sentence.

Section 5. Attendance Policy –

PHILOSOPHY

The Company expects all employees to be present each scheduled work day, and to complete their entire scheduled shift. The Company also realizes that, from time to time, emergencies, illnesses, or pressing personal matters can sometimes require employees to be absent from work.

PURPOSE

Regular attendance and punctuality are essential for the efficient and successful operation of the Company. It is the Company's intent to establish uniform guidelines that will ensure a consistent and fair approach to solving attendance problems. As such, the following Attendance Policy has been established to provide guidance to employees regarding attendance, levels of expectation, and disciplinary procedures.

POLICY

In all cases of absence or tardiness, the employee is required to call in prior to the beginning of his/her regular scheduled shift and leave a voice message on the Employee Attendance Line at (417) 466-1010. The call-in will be applicable for only that one (1) day unless otherwise directed by Human Resources. Only in extreme or emergency situations may a relative or friend report an absence on behalf of the employee.

DEFINITIONS

1. **ABSENCE (1 Point)** – The failure of an employee to report to work any one (1) day when scheduled. This applies to any work related assignment (regular shift,

overtime work, work-related meetings, etc.), and shall be counted as one (1) occurrence. A second day of absence is considered a second occurrence, a third day a third occurrence, etc. in multiple consecutive days. However, if the employee presents medical documentation for the employee or employee's dependent (excluding cases of FMLA), the entire time of consecutive absences will be counted as one (1) occurrence.

2. TARDY/LEAVE EARLY (1/2 or 1 Point) – Tardiness occurs when an employee is not present at their scheduled start time. Leaving work early occurs when an employee leaves work prior to the end of their scheduled shift.

a. **(1/2 Point)** Tardiness/leaving work early, of four (4) hours or less, will be considered one-half (1/2) occurrence.

b. **(1 Point)** Tardiness/leaving work early, of more than four (4) hours, will be considered one (1) occurrence.

3. FAILURE TO CALL IN (1/2 Point) – The failure to call in before the start of the scheduled shift to provide notice of either an absence or a tardy of one (1) hour or more.

APPROVED EXCEPTIONS

No points will be assessed for the following absences, as allowed by other Articles and Sections of this Agreement:

- Approved scheduled Vacation
- Approved Leave of Absence, including Family Medical Leave (FMLA)
- Approved Personal Day
- Approved absences per the Funeral Leave
- Active military duty supported by Military Orders
- Work-related injuries supported by medical documentation from a Company designated doctor
- Company reduced work days, plant shutdowns, or early release by management
- Disciplinary suspensions
- Approved absences for Union business, if supported by documentation from the Business Agent of the Union
- Absences required by Federal or State of Missouri laws, *i.e.*, Jury Duty
- Discretionary time – Employees will be allowed thirty-two (32) hours of unpaid discretionary time in each calendar year. These hours must be used in full hour increments. Discretionary time must be scheduled at least twenty-four (24) hours in advance, unless such advance notice is not possible because of extenuating circumstances beyond the control of the employee. Such extenuating circumstances shall include, but not be limited to, sudden onset of illness of the employee or immediate family member, emergencies, accidents, etc. In such cases of extenuating circumstances, notice must be given as soon as possible, and the employee must request use of discretionary time at the time of reporting the absence. Requests for

discretionary time off will be approved on a "first come/first served" basis, and will not be unreasonably denied by the Company. Discretionary time may not be used in conjunction with a holiday or vacation. Discretionary time cannot be carried over from one calendar year to the next.

PROGRESSIVE DISCIPLINE

For purposes of determining point total and disciplinary action for violation of this Attendance Policy, discipline will be issued as follows for accumulation of the outlined point value within any rolling six (6) month period:

POINT VALUE	DISCIPLINE
1. Accumulation of 5 points	Verbal coaching
2. Accumulation of 6 points	Written Warning
3. Accumulation of 7 points	Written/Final Warning with a one (1) day unpaid suspension
4. Accumulation of 8 points	Termination

ARTICLE IX **Grievance Procedures**

Section 1. Procedural Steps – A grievance shall be defined as a dispute or difference of opinion between the Company, employees, or Union concerning the application or interpretation of a specific provision of this Agreement. All grievances will be limited to actions or events occurring within the effective dates of this Agreement. Grievances will be handled using the procedures outlined in Sections 1, 2 and 3 of this Article.

Listed below are the steps to follow in processing a grievance:

STEP 1. The aggrieved employee(s) and/or the Union Steward will take up the matter verbally with their supervisor within five (5) working days of the event which caused the grievance and try to resolve the matter. The supervisor will have up to three (3) working days to give an answer either verbally or in writing. The purpose of this process is to allow employees to express concerns to their supervisor to try to get those concerns addressed as quickly as possible. The Company will educate its supervisors about the process, its purpose, and the desire for a timely response.

STEP 2. If the grievance isn't resolved in STEP 1, the employee or his Union Steward must reduce it to writing. The written grievance must contain the following information:

- (a) The specific contract provision(s) allegedly violated.
- (b) The individual employee(s) affected by the alleged violation.

- (c) The basic facts which caused the grievance.
- (d) The relief sought by the individual(s).

The written grievance should be signed, dated and turned in to the Company's Human Resource Manager within five (5) working days after the supervisor has given his response to STEP 1.

From this point on, only the specific alleged contract violation, and relief sought for the employee(s) as noted in the written grievance shall be considered by the arbitrator.

Within five (5) days (or more if mutually agreed to by both parties) after the Company receives the grievance a Company representative and the Union Steward involved will meet and try to resolve the matter. The Union and Company both agree to have the matter fully investigated prior to the meeting to aid in resolving the matter. The Company will have five (5) working days to give a written response to the Union. If the Company doesn't give a written response within this five (5) day period the grievance will automatically be processed under STEP 3.

STEP 3

Grievances regarding verbal disciplinary warnings are not subject to this Step 3 process (*i.e.*, arbitration). As to any other grievance which is not satisfactorily resolved at STEP 2, either party may request arbitration of the grievance through the Federal Mediation and Conciliation Service. Any request for arbitration must be filed in writing, and that written request must be delivered to the other party, by certified mail within ten (10) calendar days after the expiration of the STEP 2 procedures set forth above.

Section 2. Time Limits -- Failure of the Union, or employee(s), to take action within any of the time limits set forth in Section 1 of this Article shall result in the matter being dropped. Failure of the Company to take action within any of said time limits shall result in the matter being automatically processed to the next STEP, unless the Union indicates it no longer desires to further pursue the matter. The time limits at all STEPS provided above may be extended or waived, but only by mutual agreement of the parties, subsequently confirmed in writing.

Section 3. Arbitration -- If the Union or the Company properly notifies the other party that a grievance is being taken to arbitration, said grievance shall be submitted for a decision to an impartial arbitrator to be selected by the parties as follows:

- (a) The parties may agree upon an arbitrator.
- (b) If the parties fail to agree, they shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names of qualified arbitrators. Upon receipt of such a panel, either party may, within five (5) calendar days, reject, in writing sent to the other party, one (1) such panel furnished, whereupon the party seeking arbitration shall immediately

thereafter request the Federal Mediation and Conciliation Service to furnish a subsequent additional panel of seven (7) names of qualified arbitrators. Once an acceptable panel is obtained, the party requesting arbitration shall make the first three (3) strikes from the panel; the other party shall then make the three (3) concluding strikes from the panel. The one (1) person whose name remains on the panel after all strikes are made shall be the arbitrator assigned to hear the grievance in question.

- (c) It is expressly understood and agreed that no employee shall have the right to compel the arbitration of his grievance without the approval and written consent of the Union.

Section 4. Powers of the Arbitrator -- The powers of the arbitrator shall be specifically limited as follows:

- (a) The arbitrator shall have jurisdiction and authority only to interpret, apply, or determine compliance with the provisions of this Agreement insofar as that shall be necessary to determine the grievances appealed to the arbitrator. He shall have no power to add to, subtract from, or modify any of the terms of this Agreement.
- (b) He shall have no power to decide a matter which is declared not to be subject to these grievance and arbitration procedures by any provision of this Agreement.
- (c) He shall have no authority to substitute his discretion for the Company's discretion in cases where the Company is given discretion by any provision of this Agreement, including the form of discipline imposed against an employee.
- (d) He shall have no power to grant any type of remedy, or enter an order, which is made effective retroactive to a date prior to the occurrence of the actual event giving rise to the grievance, or to a point in time which is in excess of five (5) working days (sixteen (16) workweeks, if a pay dispute is involved) prior to the grievance being initiated under Section 1, STEP 1, or Section 7 of this Article, or under Section 2 of Article X of this Agreement, whichever is later.
- (e) He shall confine his consideration and opinion solely to the specific grievance which occasioned his appointment, and only to the alleged violation(s), relief sought, and grievant(s) noted, as specifically raised within the grievance document written in compliance with Section 1, STEP 2 of this Article.
- (f) In rendering his award, the arbitrator shall evaluate the evidence, and render a decision in all cases based simply upon the preponderance of the evidence presented by both sides.

Section 5. Decision Binding -- The decision of the arbitrator shall be final and binding upon the Company, the Union, and the employee(s) involved, subject to any possible judicial review authorized by applicable law.

Section 6. Cost and Expenses -- The fee and expenses of the arbitrator, as well as the incidental expenses normally incurred in connection with the arbitration hearing (e.g., room charges, refreshment charges, etc.), shall be borne entirely by the party against whom the Award is adverse. If the Award is partially in favor, and partially adverse to each party (i.e., a "split" Award), the arbitrator shall apportion the above-referenced costs and expenses between the parties, according to the relative results obtained through the Award.

Beyond the incidental expenses normally incurred in connection with the arbitration hearing, either party has the right to make a stenographic, video tape, or audio tape recorded record of the arbitration hearing, with the cost of preparing that record, and any copies or transcript thereof, being borne entirely by the party ordering or making same. However, in the event both parties desire to make, or make use of such stenographic, video tape, or audio tape recorded record of the proceedings, then the cost of preparing such a record, and any copies or transcript thereof, shall be borne equally: fifty percent (50%) by the Company, and fifty percent (50%) by the Union.

Notwithstanding any other provision contained in this Section, each party shall bear the expenses incurred in connection with the attendance of their witnesses, and the payment of their representatives.

Section 7. Company Grievances -- The Company shall have the right to initiate proposals within the framework of this Agreement, to present grievances, and to submit issues to arbitration. The Company may thereafter effectively file its grievances against the Union by submitting the same, in writing, to the office of the Union.

Notwithstanding any other provision contained in this Article, it is understood by the parties that the Company may seek a remedy in law or equity for the breach of Section 1 or 3 of Article X, No Strike - No Lockout.

Section 8. Settlement -- Upon settlement of any grievance (except one resolved at the initial STEP 1 stage), the Union and the Company shall agree upon and sign a Grievance Settlement Agreement, which shall be binding upon the affected employee(s). Authorized representatives of the Union and the Company must sign all such Grievance Settlement Agreements before the settlement becomes effective.

ARTICLE X **No Strike - No Lockout**

Section 1. Obligation Recognized -- Since adequate provisions have been made in this Agreement for the settlement of all contractual grievances which may arise between the parties during the life of this Agreement, the parties agree there shall be no lockout on the part of the Company, and no strike, boycott, picketing, work stoppage, slowdown, other type of organized interference with the Company's work, sympathy strike, or other such action by the Union or the employees, regardless of the cause or source of the dispute, at any time during the term of this Agreement. Layoffs

due to lack of work or lack of sufficient personnel at work, shutdowns due to weather conditions or needed repairs, the closing down of the plant or any part thereof, or the curtailment or change of any operation for business reasons, etc., shall not be construed as a "lockout" under this Section.

As an exception to the above rule, employees covered by this Agreement who are drivers for the Company shall not be required to cross a picket line, in the performance of their driving duties, which has been established at another company's premises; provided such picket line has been officially established or recognized as a legally authorized strike by Local Union No. 245, or the Teamsters International Union. A driver's refusal to cross such a picket line shall not be considered a violation of this Agreement.

Section 2. Expedited Arbitration – In lieu of the procedures outlined in Sections 1, 2, and 3 of Article IX, and as a supplement to the remaining arbitration provisions outlined in Sections 4, 5, 6, 7, and 8 of Article IX of this Agreement, a grievance alleging a violation of Section 1, 3, or 4 of this Article shall be processed according to the following expedited arbitration procedures:

- (a) Such a grievance shall be initiated by either party reducing the grievance to writing, and giving one (1) copy to the other party within two (2) working days after the occurrence of the event giving rise to the grievance.
- (b) The parties agree to a permanent panel of arbitrators for the hearing of such grievances consisting of: (1) Robert Bailey; (2) Mark Berger; and (3) Rex Wiant. Upon delivery and receipt of the grievance, both parties shall immediately contact, by telephone or other such prompt means, all members of the arbitration panel who are then immediately locatable. The parties shall thereafter schedule and hold a hearing on the grievance before the one (1) arbitrator who has the earliest available open date for such a hearing. In case two (2) or more arbitrators are available on the same early date, the hearing shall be scheduled before the available arbitrator who is listed first above.
- (c) After the hearing, the arbitrator shall consider the case, and issue a summary, telegraphic or Mailgram decision as soon as practicable. If the grievance is sustained, he shall further enter such restraining order as he may deem appropriate in the case. A complete written decision, containing his findings of fact and conclusions of law, shall thereafter be prepared by the arbitrator, and sent to the parties at his earliest convenience.
- (d) The parties agree that post-hearing briefs will not be submitted after the hearing, although trial briefs may be presented to the arbitrator during the course of the hearing.
- (e) If the employee, the Union, or the Company fail to abide by the decision of the arbitrator rendered hereunder, or violate any accompanying restraining order(s) issued by the arbitrator, and the prevailing party seeks and obtains enforcement, in whole or in part, of the arbitrator's decision

and/or order(s) in Federal Court, or through proceedings before an appropriate administrative agency, said violating party shall be further liable to the prevailing party for all court costs associated with obtaining such enforcement.

Section 3. Union's Steps to Discourage – Not only does the Union agree not to encourage, sanction, or approve any strike, boycott, picketing, work stoppage, slowdown, other type of organized interference with the Company's work, sympathy strike, or other such action, as set forth in Section 1 of this Article, it further agrees to take specific affirmative steps to discourage (by all reasonable means possible) any such violative activity, to include: (1) having a Union Representative at the Company as soon as possible after being actually notified of such violative conduct, who shall thereafter direct the employee(s) involved to immediately cease and desist from engaging in such violative activity; and (2) mailing a letter to all bargaining unit employees (within twenty-four (24) hours after being actually notified by the Company of the violative conduct) advising and directing said employees to cease participating in any way in such violative activity, and return to work.

Section 4. Discipline or Discharge -- Beyond any claims which may be pressed by the Company against either the Union or the individual employee(s) involved, it is agreed that any employee conduct in violation of any provision of this Article shall result in an offending employee's immediate discharge under this Agreement, with recourse to the applicable grievance and arbitration procedures only on the question of whether said employee participated in, or was responsible for such conduct.

ARTICLE XI Seniority

Section 1. How Applied – The Company recognizes seniority for all employees covered by this Agreement to the extent set forth in subsequent Sections of this Article. Whenever the terms "seniority," "senior," or the like, are used in this Article, they shall, in all instances, be interpreted to require, beyond mere length of service, that an employee be both: (1) qualified to perform the work in question and (2) available at the time. Qualifications being equal, seniority shall prevail. The decision as to qualifications shall be made by the Company, based upon its best business judgment.

Section 2. Probationary Period – Probationary. All new employees covered by this Agreement shall be on probation for the first ninety (90) calendar days of employment. New employees who are hired by the Company after working at the Company as Temporary Workers may credit up to sixty (60) calendar days of such working time to reduce the length of their probationary period. Such credit does not change or affect the employee's hire date (i.e. seniority date) with the Company, but only affects the date of expiration of the probationary period hereunder.

During the probationary period, the Company shall remain the sole judge of an employee's satisfactory performance of work, and new employees may be disciplined or discharged by the Company without recourse of any kind. However, upon successful completion of their probationary period, new employees shall accrue length of service credit with the Company retroactive back to their most recent date of hire.

Section 3. Seniority Defined -- For the purpose of this Agreement, employees shall have plant seniority. Seniority shall be applied on a shift basis, within each recognized classification at the plant. "Plant seniority" is defined as an employee's length of continuous service at the plant, dating from the employee's most recent date of hire by the Company.

Reyco Granning employees who relocate to the Mt. Vernon bargaining unit from another Reyco Granning facility shall begin accruing plant seniority as of the date they begin work at the Mt. Vernon facility. These individuals will be considered as "new employees" for purposes of Article V, Section 1 (Union Security), Article XI, Section 2 (Probationary Period) and Article XVIII, Section 2 (New Employees). For benefits purposes, however, Reyco Granning employees who relocate to the Mt. Vernon bargaining unit from another Reyco Granning facility shall receive full seniority credit for all Reyco Granning employment.

The classifications in effect as of the date of this Agreement are set forth in Appendix A attached hereto. In the event the Company decides to establish a new classification or to combine, modify or eliminate existing classifications during the term of this Agreement, it will first notify the Union. The Union will be afforded the opportunity to offer input with respect to the contemplated action including, but not limited to, the title, job duties and rate of pay for the affected classification. The Union also reserves the right to utilize the contractual grievance procedure if it disagrees with the Company's decision. The parties agree, however, that the Company retains all rights set forth in Article III.

If more than one (1) employee has the same seniority starting date, the order of placement on the plant seniority list shall be determined by the last four (4) digits on the employee's Social Security number, and the employee with the lowest last four (4) digits shall be deemed the employee with the longest seniority.

Section 4. When Seniority Governs -- As defined and recognized in this Article, seniority is the way by which employees may exercise certain rights in cases of extended layoffs (i.e., expected to last two (2) calendar weeks, or more), bumping privileges, recalls from extended layoff, and vacation scheduling. Such rights may be exercised only to the extent specifically set forth below:

- (a) Extended Layoffs / Bumping -- If and when the Company makes the decision that an extended layoff or permanent reduction in the work force should occur, the layoff or reduction shall be made in accordance with the following steps:
 - (i) The Company shall determine the total number of employees to be laid off within the specific classification(s) to be reduced.
 - (ii) Regular employees temporarily transferred into the classification(s) being reduced shall first be retransferred back to their regular jobs before employees regularly assigned to the classification(s) being reduced are affected.

- (iii) After the step set forth in Sub-Paragraph (a) (ii) of this Section has been completed, the least senior, by plant seniority, employees in the classification being reduced will be laid off. If the layoff is an extended layoff (i.e., expected to last two (2) calendar weeks, or more), those employees being laid off shall have the right, subject to qualifications and availability, to exercise their plant seniority to bump the junior employee in their classification on a different shift, or the junior employee in another classification, either on their regular shift or a different shift, provided the bumping employee previously held the job. Additionally, employees on extended layoff shall be considered along with other applicants for any openings in any other classification in the plant before a new employee is hired by the Company off the street. Should an employee not exercise their bumping privilege it will be considered as a voluntary layoff. Their name will be placed on the recall list based on their seniority.
- (iv) Notwithstanding the provisions of Sub-Paragraph (a) (iii) of this Section, it is agreed that laid off employees may not bump the Chief Steward. It is also agreed that laid off employees may not bump Working Lead Persons who have held this position for a period of at least one (1) year.
- (b) Recalls – Telephone notification of recall will be attempted by the Company during the first calendar day of recall. If such attempted telephone notification is unsuccessful, the Company shall notify the employee of recall by letter, sent by U.S. Certified Mail, with a copy to be given to the Chief Union Steward. Any recalled employee must report for work within no more than (7) calendar days after receiving the earlier of either telephone or Certified Mail notice of recall, or the employee shall be considered to have “quit” employment, and his seniority with the Company shall be automatically broken as provided in Section 6 of this Article. In determining who will be offered recall, the Company will follow the below-outlined procedures:

Recall from Extended Layoff

Definitions:

- Home Classification: classification held at time layoff was announced
- Employee Affected by the Layoff: Any employee displaced from their home classification and electing to bump or be placed on layoff.
- Qualified in a Classification: An employee who has been certified by a supervisor or one who has successfully bid to a classification. Both are documented in the employee’s personnel file, the first by a certification/qualification record, the second by a status change.

Procedure:

All employees affected by the layoff will be documented on a layoff spreadsheet, in seniority order. Their home classification, classification they bumped to, and other classifications they are qualified in will be indicated on this spreadsheet.

As openings occur, the most senior, qualified employee will be recalled. If the employee is recalled to their home classification, this is duly noted in the comment section of the layoff list and noted as move to home classification accepted or rejected. If the opening occurs in a classification other than the employee's home classification, and the employee accepts the recall, this classification is highlighted in the Layoff Roster workbook, and it is duly noted in the comment section.

Rules:

- An employee can refuse all non-home classification recalls until they are the last one on the layoff list.
- An employee who accepts a recall to a non-home classification or who had bumped to a non-home classification will only be offered one (1) home classification move. No additional non-home classifications will be offered. If the employee refuses recall to their home classification, he or she will remain in the classification recalled to and that becomes their home classification.
- An employee who refuses a home classification recall from layoff will forfeit all seniority rights per Article XI, Section 4, paragraph (b).
- The recall process ceases when all laid off employees have been recalled. Any openings after the layoff list is depleted will be posted.

(c) Vacation Preference -- Vacations shall be scheduled in accordance with the provisions of Article XVII, with due regard to classification, and ultimately plant, seniority in the event a greater number of employees in the classification request vacation than operational requirements allow.

Section 5. Temporary Transfers -- Temporary transfers are an everyday fact of life at the plant. All employees are expected to help out wherever, and whenever needed, no matter what their regular classification or position may be.

Should the Company need to make a temporary transfer expected by the Company to last more than ten (10) working days, the Company will first ask for volunteers among the employees affected from high to low seniority order. If less than the required number of employees volunteer, employees shall be selected for temporary transfer in low to high seniority order. After an employee has been temporarily transferred (whether by volunteering or being least senior) for ninety (90) consecutive calendar days, the employee shall be returned to his/her classification from which he/she was transferred, and the job to which the employee was transferred will be posted for bids if still needed.

During periods of temporary transfer, the bargaining unit employees affected shall not accumulate seniority in the classification to which they are temporarily

transferred, but shall retain and continue to accumulate seniority in the classification from which they are temporarily transferred. When an employee is transferred from one classification to another classification on a temporary basis and has worked in the classification long enough to demonstrate that he can qualify to do the majority of the work within that classification, he may request certification in the classification. Management will review the employee's request, using qualifications and job descriptions to determine whether the employee shall be certified in the classification. When certified, a certificate of qualification will be granted by the Supervisor of the classification in question and a signed certificate will be placed in the employee's personnel file for future reference. If certified, he/she will have seniority in the classification.

The Company will not utilize temporary transfers for the purpose of circumventing the job bidding procedure.

Section 6. Breaking Seniority – Seniority shall be broken upon the occurrence of any one of the following events:

- (a) Quits, and retirement;
- (b) Discharge;
- (c) Absence from work for three (3) consecutive workdays without notifying their Supervisor, or failure to report to work within one (1) workday following the expiration of an authorized leave of absence;
- (d) Failure to report back to work from a layoff within seven (7) calendar days after receiving notice of recall, either orally, or in writing sent by U.S. Certified Mail, Return Receipt Requested;
- (e) Layoffs of eighteen (18) consecutive months; provided the employee has responded to Company inquiries during that period, at no more often than six (6) months intervals, that he still wants to return to work at the Company;
- (f) Absence from work for twenty-four (24) consecutive months for illness or on-the-job injury, unless extended by the Company at its discretion; provided the employee has responded to Company inquiries during that period, at no more often than six (6) months intervals, that he still wants to return to work at the plant; and
- (g) Three (3) consecutive months after being promoted to a position of Supervisor for the Company.

Section 7. Plant Seniority List -- A list shall be posted by the Company at a convenient place in the plant on or about May 1 of each year listing the plant seniority date for each employee. It shall be the responsibility of each employee to check the accuracy of the list when posted, and to call any errors to the attention of the Company as soon as possible, but no later than thirty (30) calendar days after posting. The Company shall not be liable for any actions taken in reliance upon the list, once posted, prior to the time any errors are called to its attention.

Section 8. Job Bidding – Before determining job openings to be posted, the Company will complete requested shift transfers. A shift transfer list will be maintained and posted for each classification where the employees are responsible for expressing their desire for a shift change. Said shift transfer list will be explained to new employees during the new-hire orientation process.

After all requested shift transfers are completed within a classification by seniority, and it is determined that there is an opening, a bid sheet will be posted on the bulletin board near the lunchroom. The bid sheet will contain the classification, with intended sub-classification assignment, and shift. The bid sheet will be posted so that employees on all shifts will have five (5) regularly scheduled working days to review it and sign the bid sheet if they so desire.

To be eligible to bid on a posted job, employees must:

1. Have completed their probationary period of employment with the Company; and
2. Have worked in their current classification for a minimum of three (3) months consecutively, unless the classification they wish to bid on is a higher paying wage rate or no qualified bidder bids on the job.

The most qualified employee who has signed the bid sheet will be awarded the bid. "Qualified" means:

1. That the employee successfully passes any test and/or testing process as determined by management, with all employees being considered for the bid in issue to be given the same test and/or testing process. Any objection by the Union to the fairness of any test or testing process selected by management can be addressed under the grievance and arbitration procedure outlined herein; and
2. That the employee has the ability to learn and progress at an acceptable rate.

Decisions as to who is and who is not qualified will be made by management. However, where qualifications are equal, seniority will prevail.

Whenever possible, the award will be made within five (5) working days of the end of the posting period. Withdrawals must be made prior to the bid posting being removed. If an employee bids for a job and is ultimately awarded the position, but refuses the position, the employee will not be eligible to bid on another job for three (3) months, unless the classification they wish to bid on is a higher paying wage rate or no qualified bidder bids on the job.

Management will try to move the successful bidder as soon as possible, but there may be times when the employee will stay in their present classification until a replacement is found, up to thirty (30) calendar days. Where a bid involves an increase in pay rate, the new pay rate will begin the earlier of the first day the employee works in the newly awarded position or the first day of the next new payroll period following the awarding of the bid. Where a bid involves a decrease in pay rate, the new pay rate will begin as of the first day the employee works in the newly awarded position.

If the successful bidder cannot fulfill the requirements of the job or decides to opt out during the initial thirty (30) working days, they will be returned to their previous classification and not be eligible to bid on another job for three (3) months from the employee's return to the previous classification, unless the classification they wish to bid on is a higher paying wage rate or no qualified bidder bids on the job.

ARTICLE XII **Holidays and Personal Day**

Section 1. Number of Holidays – The parties recognize the following paid holidays for employees covered by this Agreement: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve Day.

Section 2. Personal Day – Employees who have completed their probationary period shall be eligible for a personal day off with eight (8) hours pay at their straight time hourly rate one (1) day each calendar year. An employee must give twenty-four (24) hours prior notice and must be approved by his/her supervisor before this personal day is taken. In the event of an emergency situation, the Company may, in its discretion, grant this personal day to be taken with less notice as the situation dictates. An employee who quits without giving at least two (2) weeks prior notice, or who is discharged prior to taking this personal day, will not be entitled to this personal day.

Section 3. Eligibility – To be eligible for holiday pay, an employee must have completed his probationary period, must be a regular, full-time employee, must not be on layoff or other separation from active employment with the Company, and must have worked a minimum of eight (8) hours on the last regularly scheduled workday of the Company prior to the holiday, and worked a minimum of seven (7) hours on the first regularly scheduled workday of the Company after the holiday. Exception will be made if an employee is on a previously scheduled vacation or is unable to work on these days due to illness or injury. Illness or injury must be verified by a physician. In those situations where there are two (2) holidays back to back, an employee missing the day before the two (2) holidays will result in the employee losing holiday pay for the first holiday, and an employee missing the day after the two (2) holidays will result in the employee losing holiday pay for the second holiday.

Section 4. Holidays Falling on Weekend or During Vacation -- If a recognized holiday falls on a Saturday, it shall be observed on the Friday preceding the holiday, unless mutually agreed otherwise. If a recognized holiday falls on Sunday, it shall be observed on the Monday following the holiday, unless mutually agreed otherwise. If a recognized holiday falls during an employee's vacation, the employee's vacation may be extended by one (1) additional workday, or the employee may choose to receive his holiday pay in lieu of the extra day off.

Section 5. Holiday Pay – For each holiday for which an employee is otherwise eligible, the employee shall be paid eight (8) hours, multiplied by the straight-time hourly rate of pay in effect for the employee on the day the holiday is observed.

Section 6. Pay for Work Performed on Holiday -- For work actually performed on a holiday, the Company shall pay an employee time and one-half (1 ½) his regular,

straight time rate of pay for the actual work performed, plus any holiday pay otherwise required to be paid the employee. Third shift employees whose normal workday begins prior to Midnight on the calendar holiday date shall be considered as having actually performed work on the date their shift ends.

If an employee is scheduled to work on a holiday, and does not show up for work, or otherwise fails to work at least six (6) hours of the holiday hours scheduled that day, he shall forfeit his right to the holiday pay otherwise provided in this Article, unless excused by management.

ARTICLE XIII **Hours of Work and Overtime**

Section 1. Workweek/Workday -- The current payroll workweek shall consist of the seven (7) day period of Monday through Sunday. The payroll workweek may be changed by the Company, in its sole discretion, only as authorized by the Fair Labor Standards Act.

The regular workday shall consist of eight (8) consecutive hours, as scheduled by the Company. The regular workweek shall consist of five (5) consecutive workdays, Monday through Friday (Sunday through Thursday, for third shift employees whose regular workday begins prior to Midnight). Should it be necessary to meet emergency business requirements to establish daily or weekly work schedules different from the regular workday or workweek schedules, advance notice of any such changes shall be given to the Union.

Should it be desirable, the Company shall have the right to reschedule hours of operation to a ten (10) hour per day, four (4) day work week. In this event, the Company and the Union will meet and reach mutual agreement on scheduling of shifts, holidays (including holiday pay), and meal and break periods. If the parties are unable to reach an agreement regarding these subjects, the matter will be resolved through the contractual grievance procedure.

Section 2. Overtime -- The Company shall be the sole judge of when overtime will be scheduled, and by whom it will be worked. The Company will notify employees on their fourth (4th) scheduled day of work if possible of any mandatory overtime on Saturday. Where mandatory overtime is scheduled by the Company but thereafter cancelled with less than twenty-four (24) hours' notice to the employees, impacted employees shall be permitted, but not required, to work such overtime. Impacted employees who choose to work such cancelled overtime must notify the Plant Superintendent before the end of the shift during which the previously scheduled mandatory overtime is cancelled. Employees shall be paid at the rate of time and one-half (1 ½) their regular hourly rate of pay for all hours actually worked in excess of eight (8) hours in any one (1) workday for a regular eight (8)-hour shift, in excess of ten (10) hours in any one (1) workday for a regular ten (10)-hour shift, or in excess of forty (40) hours in any one (1) workweek. Any hours for which the employee receives pay shall be counted as time worked for purposes of calculating overtime.

Employees will not be required to work more than two (2) hours mandatory overtime on their regularly scheduled workday. All hours of overtime above two (2) hours on an

employee's regular workday will be on a voluntary basis.

Employees shall be paid at the rate of time and one-half (1 ½) their regular hourly rate of pay for all hours worked on their regularly scheduled day off.

Overtime Scheduling Procedures:

A. Notification of Overtime Opportunity to Employees

- Daily overtime - The Company will communicate (post or verbally ask) the scheduled overtime by the end of the employee's previous shift. If overtime cannot be communicated this far in advance, overtime will be voluntary.
- Weekend overtime - The Company will communicate (post or verbally ask) the scheduled overtime prior to the end of the employee's Thursday shift. If overtime has not been communicated this far in advance or an employee has a minimum of four (4) hours of vacation or discretionary time scheduled for the last half (1/2) of Friday before said overtime or the first half (1/2) of Monday following said overtime, overtime will be voluntary.

B. Voluntary Daily Overtime Sign-up Sheets

In regard to voluntary daily overtime, the Company will post on the bulletin board outside the lunchroom a sign-up sheet for each classification for employees to volunteer for possible needed daily overtime. Each classification sign-up sheet will have a place for employees within that classification to sign up. Any employee desiring to volunteer for daily overtime (either pre-shift, post-shift, or both) in their own classification or in any other classification must sign their name on the sign-up sheet for each day desired, for either pre-shift overtime, post-shift overtime, or both, and for each of the classification(s) desired, by 10:00 a.m. on the previous workday for pre-shift overtime, and 10:00 a.m. on the current day for post-shift overtime. Such sign-up shall be done on the employee's non-working time, before clocking in, during break or lunch, or after clocking out. Voluntary daily overtime, with the exception of daily overtime needed because of a mechanical breakdown that particular day, will be offered within each classification to employees who have signed the voluntary sign-up sheet for that workday, by seniority and qualifications to perform the work. Employees who sign up to volunteer for overtime in a classification other than their own will only be considered for overtime in that other classification if there are insufficient volunteers from within that classification, and will then be considered based on seniority and qualifications to perform the work. Employees who have not signed the sign-up sheet have no remedy for not being offered overtime work that workday. In addition, any employee who signs up and accepts voluntary overtime work but fails to report for and complete the overtime work will be handled pursuant to Article VIII, Section 5 of this Agreement.

C. Overtime Assignment Procedure

1. When overtime is needed for an entire classification

- All employees in the classification will be required to work the scheduled overtime.

2. When overtime is needed for less than an entire classification

- If the daily overtime (of two (2) hours or less) is needed because of a mechanical breakdown (*i.e.*, stoppage requiring a maintenance technician to work on the machine) in excess of one (1) hour on that particular workday, the Company may first offer the overtime to the employee(s) working that day on the task for which overtime is needed; if those employees refuse the offered daily overtime, the required number of employees will be selected under the procedures below for non-mechanical breakdown.
- If overtime is needed for any reason other than mechanical breakdown as outlined above, the required number of volunteers will be selected from high to low seniority from those employees within the classification. The supervisor will then solicit out-of-classification volunteers from the volunteer daily overtime sign-up sheet for that week from those employees who have the job skills necessary to do the needed work. If less than the required number of employees volunteer, employees within the classification will be required to work from low to high seniority until the desired quantity is attained. For purposes of this sub-section only, the Company will use the following classifications and sub-classifications:

Classifications/Sub-Classifications

Welding

- Welding 1 – IFS Main Cradle
- Welding 2 - IFS Auxiliary
- Welding 3 – DM400/Slider
- Welding 4 – Manual Weld
- Welding 5 – Robot Weld

Machining

Assembly

- Assembler 1 – IFS Main Cradle
- Assembler 2 – IFS Auxiliary
- Assembler 3 – DM400/Slider

Press Line

Paint Direct

- Paint Direct 1 – DM400/Slider
- Paint Direct 2 – IFS

Shipping

- Shipping 1 – Pick & Pack
- Shipping 2 – Paint Dip Line

Receiving

- Maintenance Mechanic
- Maintenance Janitor
- Quality Control

Further, in applying this sub-section, probationary employees are not required to be considered by the Company, but may be considered at the Company's discretion.

3. When overtime is needed for more employees than are in the classification

A supervisor will

- A. Post overtime for the classification. All employees in the classification will be required to work the scheduled overtime.
- B. Additionally, the supervisor will ask for volunteers, from high to low seniority, from the out of classification overtime sheet.
- C. If the required number of employees is not attained, the supervisor may ask for volunteers from the plant-wide seniority list, honoring seniority from high to low.
- D. If the required number of employees is still not attained, the supervisor will force from low to high seniority.
- E. In all cases, employees who volunteer or are required to work must be qualified to do the work safely and efficiently.

D. Probationary Employees:

1. If they are assigned to a classification, they are eligible to work overtime as stated above.
2. If they are not assigned to a classification, they are not eligible to work overtime unless the plant seniority roster is exhausted or all employees in the plant have been offered the overtime.

E. Working more than one shift:

1. If overtime is needed on 1st shift in one classification, it stands alone, only 1st shift employees in that classification will be solicited.
2. If overtime is needed on 2nd shift in one classification, it stands alone, only 2nd shift employees in that classification will be solicited.
3. If overtime is needed on 3rd shift in one classification, it stands alone, only 3rd shift employees in that classification will be solicited.
4. The company will attempt to balance overtime between the shifts as it makes good business sense.

F. Temporary Transfers during Overtime

- Should not be used during overtime unless the entire plant is working or necessitated by unanticipated circumstances (for example: a last minute customer order, or unplanned absenteeism).

Section 3. No Pyramiding -- No overtime and/or premium pay paid in accordance with any of the provisions of this Agreement, or required by law, shall be duplicated or pyramided in whole or in part for the same hours worked. Where two (2) or more

overtime and/or premium pay rates are applicable to the same hours worked, only the higher rate shall be paid.

Section 4. Meal and Break Periods -- All classifications will be allowed a ten (10) minute rest period during the first half of the shift, and a twenty (20) minute meal/rest period toward the beginning of the last half of the shift, with pay, as scheduled by supervision.

The rest periods provided are intended to be a recess from work, to be preceded and followed by a work period. Consequently, they may not be used to allow late arrival to work, or early departure from work by an employee. Employees are not to clock out during the rest/meal periods, and shall not leave the premises of the Company during such periods. If an employee chooses to leave the premises during such paid break or meal period, he must clock out, and such time will be unpaid and will count as an occurrence against the employee's attendance record. In addition, if an employee leaves the premises without clocking out during any meal/rest period, he will also be subject to discipline. If an employee is initially scheduled by management to work two (2) or more hours of overtime at the beginning of his regular shift on a given workday, he will be given a ten (10) minute rest period, at the beginning of his regular shift after working the extended overtime hours. If an employee is scheduled by management to work overtime at the end of his regular shift on a given workday, he will be given a ten (10) minute rest period at the conclusion of his regular shift before working the overtime hours.

Section 5. No Guarantee of Hours -- Nothing contained in this Article shall be deemed to be a guarantee that an employee will work any set number of hours in any one (1) workday, or in any one (1) workweek. Furthermore, the Company shall have the right to go to a short workweek in any particular classification or area, so as to share the available hours among the employees affected without resorting to a general layoff of employees. If the condition causing the short workweek continues for more than three (3) consecutive workweeks, the Company will then institute the layoff procedure. Further, in regard to either voluntary or mandatory "leave early" situations, such early leave shall be offered first on a voluntary basis in seniority order within the classification affected. If insufficient volunteers come forward, and a mandatory "leave early" situation occurs, employees shall be forced to leave early in reverse seniority order within the classification affected.

Section 6. Call-In Pay -- An employee who has already left the plant after completion of his scheduled shift and who is recalled for emergency work at a time other than during his regular working hours shall be paid his regular straight-time hourly rate or the applicable premium rate for all hours worked on recall up to the starting time of his scheduled shift, but in any event not less than four (4) hours.

ARTICLE XIV Insurance

Section 1. Group Health, Vision, and Dental --

The Company agrees to continue contributing to a fund, to be administered through the Trust Agreement of Central States, Southeast and Southwest Areas Health

and Welfare Fund. These contributions shall be made for each employee covered by this Agreement beginning on the first day of the week which begins following the date the employee has been on the payroll for thirty (30) calendar days or more. By execution of this Agreement, the Company authorizes Central States, Southeast and Southwest Areas Employer's Association to enter into an appropriate Trust Agreement necessary for the administration of such fund, and to designate the Trustees under such Trust Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

The Company agrees to pay for the Central States Four-Tier KB Plan, providing health, dental, and vision insurance, with the applicable weekly premiums split between Company and Employees as follows:

2019-20 and 2020-21 Plan Years

Company percentage	72%
Employee percentage	28%

2021-22 and 2022-23 Plan Years

Company percentage	71%
Employee percentage	29%

2023-24 Plan Year

Company percentage	70%
Employee percentage	30%

Should an employee have an illness or non-work related injury requiring them to be absent from work for more than two (2) calendar weeks, and notifies the Company of such absence, the Company will pay its respective portion of the weekly insurance premium for the first two (2) weeks of the absence, with COBRA or the waiver of premiums provision of the insurance Plan, whichever is applicable, to apply thereafter. If an employee is absent because of a work related injury, the Company will continue to make its respective portion of the weekly premium until such employee returns from work; however, such premiums shall not be paid for a period of more than six (6) months.

For those employees who are allowed by Central States to opt out of health insurance coverage, the Company will continue to pay said employees one-thousand dollars (\$1000) per year opt-out payment (paid pro-rata on a partial year, as currently administered).

Section 2. Life Insurance – Eligible employees shall be entitled to the following life insurance benefits (see plan document for actual terms and conditions of coverage):

Life Insurance / AD&D	\$10,000
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An otherwise eligible employee shall be entitled to life insurance benefits even if he/she elects not to participate in the Central States Plan.

Section 3. Weekly Disability Benefits –

The Company will continue to purchase Central States short-term disability coverage.

For those employees who are allowed by Central States to opt out of health insurance coverage provided under Section 1, above, the Company will continue the following self-insured short-term disability program: For non-work-related accidents occurring and sicknesses, employees will be paid a weekly benefit of \$300.00 per week. If an employee is eligible for benefits as the result of an accident, benefits will start on the first day of disability. If an employee is eligible for benefits as the result of a sickness, benefits will start on the eighth (8th) day of disability. Weekly disability benefits shall be payable for a maximum period of twenty-six (26) weeks.

Section 4. Information to Employees – Information setting forth the terms and conditions of participation for all insurance plans, as well as benefits provided by said plans, will be provided to each employee who becomes eligible for, and who is ultimately covered under, the insurance coverages provided through this Agreement. It is agreed that it is the responsibility of each insured employee to know his/her rights, and to act in his/her own behalf under the provisions of the various plans, including his/her right to convert insurance coverages to a personal plan if, and when, the insured employee is eligible for such conversion. It is further agreed that neither the Company nor the Union shall be liable in those cases where an employee fails to act in his/her own behalf.

ARTICLE XV Leaves of Absence

Section 1. FMLA/Personal /Workers' Compensation Leaves -- To grant leaves of absence without just and reasonable cause serves only to disrupt the planning which is necessary to run any business.

The Company, Union, and employees shall comply with the provisions of the Family and Medical Leave Act, as amended. Information about the FMLA can be found on the poster posted on the Company bulletin board, and on the website of the US Department of Labor.

An employee who takes FMLA for his own serious health condition is required to first use any accrued sick days (if available) before his unpaid leave begins and must substitute for unpaid leave under the FMLA Policy any paid leave for which the employee qualifies under the Company's Short Term Disability Policy. An employee who takes a leave of absence for any other reason under the FMLA Policy must use one-half (1/2) of any earned vacation and personal days in conjunction with his unpaid leave. Paid sick days, paid short-term disability leave, and paid workers' compensation leave (in the case of an employee taking leave for his own serious health condition), and paid vacation and personal days (in the case of employees taking leave under the FMLA Policy for other reasons), when used for a FMLA qualifying circumstance, will count toward an employee's entitlement of twelve (12) weeks of FMLA. An employee who is receiving short-term disability or workers' compensation benefits will not be permitted to substitute accrued paid leave for these benefits.

When the requirements of the Company permit, employees with satisfactory cause or circumstance (to be determined by the Company) may, at the discretion of the Company, be granted a personal leave of absence, without pay, for a limited period of time, not to exceed three (3) months. Requests for a personal leave of absence shall be made in writing, and when granted by the Company, will be approved in writing. The Company reserves the right, before granting such personal leaves of absence, to investigate the circumstances, and determine whether, in its judgment, the request is justifiable.

Any employee who suffers an on-the-job injury, which mandates his absence from work shall, upon request, be granted a workers' compensation leave of absence by the Company, without pay (except as may be provided by the Missouri Workers' Compensation Law), for a limited period of time, not to exceed twenty-four (24) months unless extended by the Company at its discretion. While on a workers' compensation leave of absence, the employee shall cooperate with the Company and its doctor(s) in completing any needed paperwork, and meeting scheduled appointments.

An employee who engages in employment elsewhere while on a FMLA, personal, or workers' compensation leave of absence (without written consent and permission of the Company), or who fails to return to work when scheduled, shall be terminated. Employees on a personal or workers' compensation leave of absence must notify the Company at least seven (7) calendar days prior to their intended return to work.

When an employee is returning from a FMLA, personal leave of absence for medical reasons, or a workers' compensation leave of absence, the employee shall immediately present to the Company his doctor's medical release to return to work, noting the proposed date of his return to work. The Company may, prior to the employee's return, further require the employee to be examined by a Company physician of its choice, at Company expense, to determine his actual fitness to return to active employment.

Section 2. Funeral Leave -- An employee who has completed his probationary period, and who is a regular employee of the Company, who suffers a death in his "immediate family" (i.e., current spouse, son, daughter, current stepson, current stepdaughter), shall be entitled to a leave of absence of three (3) workdays with pay per workday missed based on the number of hours in his regular workday, multiplied by his straight-time, hourly rate of pay in effect on the day of the scheduled service; provided the employee attends the scheduled service.

An employee who has completed his probationary period, and who is a regular employee of the Company, who suffers a death in his "immediate family" (i.e., father, mother, brother, sister, current mother-in-law, current father-in-law, grandparents, biological grandchildren and children for whom the employee has been appointed as legal guardian), shall be entitled to a leave of absence of two (2) workdays with pay per workday missed based on the number of hours in his regular workday, multiplied by his straight-time, hourly rate of pay in effect on the day of the scheduled service; provided the employee attends the scheduled service. The Company may allow additional unpaid time off, if needed.

An employee who has completed his probationary period, and who is a regular employee of the Company, who suffers a death of a stepson or stepdaughter from a previous marriage shall be entitled to a leave of absence of one (1) workday with pay for the workday missed based on the number of hours in his regular workday, multiplied by his straight-time, hourly rate of pay in effect on the day of the scheduled service; provided the employee attends the scheduled service. The Company may allow additional unpaid time off, if needed.

Section 3. Jury Duty -- An employee who has completed his/her probationary period and receives a summons to appear in court for Jury Duty, or is selected to serve on a jury, will be paid for time missed from work.

Any employee who appears in court for Jury Duty and provides proof to the Company, will receive pay per workday missed based on the number of hours in his regular workday, (not to exceed eight (8) hours) multiplied by his/her straight-time hourly rate of pay in effect for the day(s) of Jury Duty, minus his Jury Duty pay. It will be the responsibility of the employee to supply the time he/she is released from their obligations in order to receive pay.

If a First Shift employee is released from their Jury Duty obligations and there remains four (4) hours or more of their regular shift, they must report to work immediately.

Second Shift employees who report for Jury Duty and serve four (4) hours or less must report to work and work the hours minus time served. (Example: three (3) hours Jury Duty - five (5) hours worked).

Third Shift employees who report for Jury Duty and serve four (4) or more hours will not have to report to work on their next scheduled shift. If a Third Shift employee serves less than four (4) hours; he/she will be credited that time off on their next scheduled shift.

Section 4. Military Leave -- Notwithstanding the provisions contained in Section 1 of this Article, the parties agree that the rights, privileges and obligations of employees who serve in the Armed Forces of either the United States or the State of Missouri shall be governed by applicable law.

ARTICLE XVI **Uniforms**

Section 1. Uniforms -- The Company will provide, and employees will be required to wear, uniform shirts at no cost to the employee. The Company may decide to enhance the Company provided uniforms at no cost to employees. Employees will be required to wear the Company provided uniform in accordance with the Company's dress code policy.

Employees electing to use the optional uniform supply program shall pay the entire cost associated with furnishing and maintaining such uniforms. For purposes of this Section, "cost" shall mean the price charged to the Company by the selected vendor or supplier service, plus delivery, transportation, or any other charges made by

the vendor or supplier service. The amount so calculated will be deducted from the wages due each week to each employee electing to use the optional uniform supply service, in accordance with the signed payroll deduction authorization forms which may be required by the Company.

It is specifically understood and agreed that all employees electing to use the optional uniform supply program ultimately developed shall be personally responsible to otherwise directly pay any and all charges, lost/damaged uniform charges, etc., as those may be assessed by the vendor providing the service.

Section 2. Substituted Service -- The Company shall have the right, during the term of this Agreement, to switch to Company-provided uniforms, or to substitute another uniform service, so long as the new service is reliable.

Section 3. Safety Shoes and Prescription Safety Glasses -- The Company will reimburse each employee with more than one (1) year of seniority up to fifty dollars (\$50.00) per contract year toward the cost of purchasing approved safety shoes. In addition, the Company will reimburse each employee with more than one (1) year of seniority who requires prescription glasses up to two hundred fifty dollars (\$250.00) per contract year toward the cost of purchasing prescription safety glasses (not including the cost of the eye examination) from authorized vendors selected by the Company. Employees must provide proof of purchase in order to be eligible for this reimbursement. Employees may carry over unused amounts toward the purchase of approved safety shoes and/or prescription safety glasses to the following year, up to a maximum of one hundred fifty dollars (\$150.00) toward approved safety shoes and up to a maximum of five hundred dollars (\$500.00) toward prescription safety glasses.

ARTICLE XVII Vacations

Section 1. Qualifying Date for Eligibility -- The date for determining eligibility for paid vacation benefits under this Article shall be January 1 of each year.

Section 2. Benefits Defined -- Effective January 1, 2020, the Company agrees to grant full-time employees, who otherwise qualify, the vacation benefits described below. The level of vacation benefits earned by an employee depends on how long the employee has worked for the Company as of January 1, as follows:

During first calendar year of employment (available for use only after employee has completed his/her probationary period):

Hire date of January 1 through March 31 -- five (5) days (forty (40) hours)

Hire date of April 1 through June 30 -- three and three-quarters (3.75) days (thirty (30) hours)

Hire date of July 1 through September 30 -- two and one-half (2.5) days (twenty (20) hours)

Hire date of October 1 through December 31 – one and one-quarter (1.25) days (ten (10) hours)

After first calendar year of employment but less than two (2) years of employment – one (1) week (five (5) days)

Two (2) or more but less than six (6) years of employment – two (2) weeks (ten (10) days)

Six (6) or more but less than fifteen (15) years of employment – three (3) weeks (fifteen (15) days)

Fifteen (15) or more years of employment – four (4) weeks (twenty (20) days)

Section 3. Plant Shutdown – A plant shutdown of one (1) week in length may be scheduled for vacation purposes by the Company, by classification. The Company shall post the actual dates of any such plant shutdown at least sixty (60) days prior to the scheduled starting date thereof.

Employees who have met all of the requirements for eligibility for ten (10) days or more of annual vacation outlined in Section 2 of this Article, and who have not at the time of the posting of the notice of shutdown used or scheduled with the Company all of their vacation, shall take one (1) week of their earned vacation time during any plant shutdown so scheduled by the Company, except those employees scheduled to work during the shutdown period. In staffing operations during a plant shutdown, it is understood the Company may work those employees who are not eligible for any vacation, or otherwise do not have sufficient vacation time available to cover the entire shutdown period.

In case of vacation scheduling conflicts between employees who have eligibility greater than the one (1) week plant shutdown period, said conflicts shall be resolved through the vacation scheduling principles set forth in Section 5 of this Article. Employees scheduled to work during a plant shutdown shall take any earned vacation time applicable to the period at another time, as mutually agreed between the Company and the employees.

Section 4. Application of Benefits – Vacations shall not be cumulative from one vacation scheduling period to the next, nor shall they be taken “back-to-back” (unless specifically authorized by the Company, in its discretion). The only exception is that employees may carry over from one vacation year to the next a maximum of three (3) weeks of earned vacation, but such carry-over vacation must be taken by March 31 of the carry-over year or said vacation benefit will be lost. Vacations may be taken in one (1) hour increments. For vacation of two (2) days or less, the employee must give one (1) day prior notice and must be approved by his/her supervisor before planned vacation time is taken. For vacation of more than two (2) days, the employee must give three (3) days prior notice and must be approved by his/her supervisor before planned vacation time is taken. The Company agrees that vacation requests will not be unreasonably denied. In the event of an emergency situation, the Company may in its discretion grant vacation time with less notice as the situation dictates. The granting of vacation pay in lieu of time off will be allowed by the Company if: 1) an employee

carries over vacation into the next vacation year as allowed in this Section but the employee's request to take the carry-over vacation before March 31 of the carry-over year is denied by the Company; or 2) an employee has remaining on December 31 more than the three (3) weeks of allowed vacation carry-over and requests vacation pay for the number of vacation days remaining over the allowed carry-over amount.

Section 5. Vacation Schedule --The scheduling and taking of all vacations must be subordinate to the operational requirements of the Company. In this regard, an employee may be asked to reschedule his vacation at a later date, if the Company deems necessary to meet short-term or long-term commitments to its customers. Once an employee has been granted (and relies to his detriment on) a scheduled vacation, such approval shall not be withdrawn by the Company absent extraordinary circumstances.

Subject to the above, and the provisions of Section 3 of this Article, the Company will accept during the period between December 1 and December 15 of each year requests for vacation periods during the next calendar year of one (1) week in length or longer, to be considered by seniority within classification. Any resulting schedule shall be effective beginning the first day of January for the coming twelve (12) months (i.e., through the next following December 31st).

The Company shall post the finalized vacation list on or before January 1 of each year. Thereafter, an employee will not be permitted to change his scheduled vacation date(s), except where mutually agreeable between the Company and the employee. Vacations applied for after December 15 of any year for the next calendar year shall be on a first-come, first-serve basis.

Section 6. Vacation Pay -- For each full vacation week earned, an eligible employee shall be paid an amount calculated by multiplying forty (40) times the straight-time, hourly rate of pay in effect for the employee (see Article XVIII) at the time the vacation week is taken. Any employee whose employment ends will be paid for any vacation time awarded under Section 2 above but which remains unused as of the separation date.

Section 7. Longevity of Service Award -- Any employee who retires or voluntarily resigns from employment with a two (2)-week notice, and has thirteen (13) or more years of service with the Company, will be paid in their final paycheck an additional eight (8) hours of pay, at their final regular hourly rate, for each completed year of service with the Company.

ARTICLE XVIII Wages

Section 1. Hourly Rates -- Attached hereto, marked as "Appendix A", and incorporated herein by reference, is a listing of job classifications and Top Hourly Rates of pay to be effective during the term of this Agreement.

Section 2. New Employee -- All employees shall be considered in training for the term of their probationary period. The wage rates for probationary employees shall be established at the discretion of the Company.

New employees shall be advanced to the Top Hourly Rate for their classification according to the following progression schedule: Sixty cents (\$.60) per hour every four (4) months, until the applicable Top Hourly Rate is reached. New employees shall receive a one hundred dollar (\$100.00) bonus upon successful completion of their probationary period.

Section 3. Required Rates are Minimum Rates -- The Top Hourly Rates set forth in "Appendix A", and the rate otherwise required by the progression schedule set forth in Section 2 of this Article, are recognized by the parties as being minimum rates for the work performed.

Section 4. Shift Premium -- Shift premium shall be paid for work on regularly scheduled shifts as follows:

No shift premium for all hours worked on first (1st) shift, defined as any shift starting from 4:00 a.m. through 8:59 a.m.

Ten Cents (\$.10) per hour for all hours worked on any overlap shift, defined as any shift starting from 9:00 a.m. through 12:59 p.m.

Twenty Cents (\$.20) per hour for all hours worked on second (2nd) shift, defined as any shift starting from 1:00 p.m. through 8:59 p.m.

Fifty Cents (\$.50) per hour for all hours worked on third (3rd) shift, defined as any shift starting from 9:00 p.m. through 3:59 a.m.

ARTICLE XIX **Miscellaneous Provisions**

Section 1. Employee Mailing Address and Telephone Number -- The Company and the Union recognize that it is the responsibility of all employees to notify the Company of any name changes, and their current marital status, mailing address, and residence telephone number (or other telephone number through which they may be reached, or receive notices under the provisions of this Agreement), and any subsequent changes to the above information. The Company will not be liable for action taken in reliance on such information as furnished by the employee, or for its inability to act because of the employee's failure to furnish such information, or his failure to furnish accurate information under this Section.

Section 2. Further Responsibilities of the Union and Employees -- It shall be the responsibility of the Union to advise its members covered by this Agreement of the existence of this Agreement. It is agreed that all employees covered by this Agreement shall be charged with actual or constructive knowledge of all of its terms and conditions immediately upon ratification of the document by the bargaining unit membership, and that the Agreement may be immediately and fully enforced thereafter by the Company. It shall be the responsibility of the employees to recurrently check the Company bulletin boards, and read all existing and new notices posted thereon.

Section 3. Interpretation -- Any masculine terminology used herein shall include the feminine and neutral, and vice versa, as required by the context. References to the singular shall also include the plural, and visa versa.

Section 4. Outside Employment --The Union and the employees agree it is only reasonable for the Company to expect the employees to give a full day's work for the Company during their period of employment. If an employee has, or develops an outside interest or employment which recurrently interferes with the performance of their job at the Company, the employee shall be given the choice of either discontinuing the outside interest or employment, or resigning their position at the Company. Failure of the employee to take one or the other of these two actions shall result in the employee's discharge from further employment with the Company.

The employment of an employee by an organization which is a competitor to the Company shall not be permitted under any circumstances.

Section 5. Physical Examinations -- Upon reasonable cause, the Company may require any employee to submit to a physical examination by a medical doctor designated by the Company at any time the Company believes such an examination would be prudent to test the employee for: (1) drug or alcohol use; (2) a contagious, infectious, or otherwise communicable disease; or (3) the presence or absence of a physical condition which could endanger the health, life, or limb of either the employee himself, or his fellow employees. The costs of any physical examination directed pursuant to this Section shall be borne by the Company.

Section 6. Plant Security -- The Union and the employees agree to report to the Company any acts of sabotage, theft, damage to / taking of any Company, customer or fellow employee property, or any known threat of such impending conduct. The Union and the employees further agree that, if such acts do occur, they will use their best efforts to assist and cooperate with the Company to determine, and apprehend, the guilty party or parties.

The Union acknowledges the Company's right to use all reasonable means to secure and protect Company, customer, and employee property while on Company premises (including plant parking areas), including the right of the Company to inspect and search packages and other objects in, or leaving the plant.

The Company may, at its discretion, install and/or maintain surveillance cameras and devices ("security cameras") outside any building owned or used by the Company, and inside such buildings in non-manufacturing areas. In regard to use and/or maintenance of security cameras inside buildings owned or used by the Company and in the manufacturing areas of such buildings, the following standards shall apply:

1. The Company's primary purpose for installing and/or maintaining the security cameras must be to ensure employee and property safety;
2. The security cameras will not be installed and/or maintained for the explicit or primary purpose of covert employee supervision;

3. The Company will not install security cameras in any restroom or place where employees change clothing;
4. The Company will not install security cameras focused on the entry door(s) and/or interior of any breakrooms, but such prohibition does not preclude cameras installed by a third-party vendor which operates the vending area of any breakroom; and
5. The Company will not use evidence from such security cameras (including the cameras in the breakroom owned by the third-party vendor) to discipline or discharge an employee for reasons other than theft of property, fighting, destruction of Company property, illegal activity, and/or safety violations causing harm to person or property damage equal to or greater than five hundred dollars (\$500.00).

Regardless of the location of the Company's security cameras, if the Company utilizes evidence from the security cameras to support or justify disciplinary action of an employee covered by this Agreement, the Company will provide a copy of the surveillance evidence to the Union at the commencement of the grievance process.

Section 7. Written Notices Between the Company and the Union -- During the term of this Agreement, the Company and the Union shall notify one another of the address to which any notices between the parties that are required by the terms of this Agreement may be directed, said notices to be deemed effective when postmarked (if mailed), and when delivered (if hand-delivered by courier),

Section 8. On the Job Accident - All employees experiencing or being involved in an on-the-job accident when medical attention is required must submit to a drug and alcohol test. Anyone whose test results are positive will be terminated. Any employee refusing said testing will also be terminated. The cost of drug and alcohol testing will be at the Company's expense.

ARTICLE XX **Saving Clause**

All Articles and Sections of this Agreement have been entered into and agreed upon by the parties in full and good faith and sincerity as to their fairness, legality, and enforceability. However, nothing contained in this Agreement shall be construed to require either party to act contrary to any State or Federal law.

At any time in the future, if the contents of any Article or Section, or sub-part thereof, shall be declared illegal or unenforceable in its present form by a final decree of a Court of competent jurisdiction, or by Federal or State statutes or implementing Regulations, or by a final decision of any authorized Federal or State enforcing agency, then said part declared illegal and/or unenforceable shall immediately be deemed invalid and inoperative between the parties, and that part of this Agreement only. Any such partial invalidity of this Agreement shall not affect the validity of the remaining parts of this Agreement, it being understood and agreed that the remaining parts shall remain in full force and effect between the parties.

The Company and the Union shall thereafter meet as soon as possible, and discuss a possible replacement clause for any portion of this Agreement declared illegal and/or unenforceable.

ARTICLE XXI
Entire Agreement

Section 1. Agreement Covers All Matters -- The Union and the Company agree that this Agreement is intended to cover all matters affecting wages, hours, and working conditions, during the term of this Agreement. The Union and the Company further agree that all past practices, and any other written or oral agreements which were made between the parties prior to the execution of this Agreement, are hereby replaced by this Agreement. Both the Union and the Company acknowledge that, during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to all subjects and matters not removed by law from the area of collective bargaining, and that the understandings and agreements reached by the parties after the exercise of that respective right and opportunity are fully set forth in this Agreement.

During the term of this Agreement, the Company and the Union voluntarily and unequivocally waive the right, and each party agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter referred to in, or otherwise covered by, this Agreement.

Section 2. Failure to Enforce Not a Waiver -- Failure of the Company or the Union to enforce or insist upon the performance of any term, condition, or provision of this Agreement in any one or more instances shall not be deemed a waiver of such term, condition, or provision, unless such waiver is reduced to writing and signed by the authorized agents of the Company and the Union. If such a written waiver is given, it shall apply only to the specific case for which it is given, and shall not be construed as a general or absolute waiver of the term, condition, or provision which is the subject matter thereof.

ARTICLE XXII
Duration and Termination

Section 1. Effective Dates -- This Agreement shall become effective on August 26, 2019, and shall continue in effect thereafter until 11:59 p.m., August 26, 2024. No rights or benefits given by this Agreement shall continue to be of any force and effect after the point of termination of this Agreement, except monetary benefits which have actually accrued to the benefit of employees prior to that point of termination.

Section 2. Renewal or Negotiation -- This Agreement shall renew itself for a one (1) year period, and from year to year thereafter, unless written notice, sent by U.S. registered or Certified Mail, is given by either party to the other not less than sixty (60) days prior to the initial point of termination, or the point of termination of any renewal or other extension thereof, that said notifying party desires to terminate or amend the Agreement. In the event such notice is given, the parties shall begin negotiations within a reasonable period of time after receipt of said notice, and if such negotiations are not

completed before the point of termination noted in Section 1 of this Article, or the point of termination of any renewal or extension hereof, this Agreement shall then automatically terminate, and be of no further force and effect.

ARTICLE XXIII
401(k) PLAN

The following is an outline of the 401(k) Plan.

- (a) Employees may contribute one percent (1%) up to the applicable percentage allowed by law of their gross income.
- (b) Effective January 1, 2018, the Company will match one hundred percent (100%) of up to the first two percent (2%) of employee contribution (*i.e.* max of two percent (2%)), and one half (1/2) of up to the next two percent (2%) of employee contribution (*i.e.* max of one percent (1%)).
- (c) Vesting Schedule as follows:

<u>Years of Participation</u>	<u>Percentage Vested</u>
1 year	20%
2 years	40%
3 years	60%
4 years	80%
5 years	100%

All prior years will count for vesting purposes. The money you contribute from day one is one-hundred percent (100%) yours if you quit or are terminated. After one (1) year, you get twenty percent (20%) of the money the Company contributed. After two (2) years, forty (40%) of the money the Company contributed, etc.

- (d) One thousand (1,000) hours of work is required for vesting during that calendar year.
- (e) Must be on Reyco Granning's payroll for ninety (90) days before you can participate.
- (f) If employee quits before being vested, he will forfeit only Company contributions that are not vested.
- (g) Company will pay the monthly costs to administer the 401(k) program.

The above is an outline of 401(k) plan. Please see your summary plan booklet for more details.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures below through their authorized representatives this ___ day of August, 2019.

REYCO GRANNING LLC

TEAMSTERS LOCAL UNION NO 245,
affiliated with the INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

By _____

By _____

Title _____

Title _____

Date _____

Date _____

By _____

By _____

Title _____

Title _____

Date _____

Date _____

By _____

By _____

Title _____

Title _____

Date _____

Date _____

"APPENDIX A"

	08/26/19	08/24/20	08/23/21	08/22/22	08/21/23
Cents Increase	.40	.41	.50	.41	.50

IN WITNESS WHEREOF, the parties hereto have affixed their signatures below through their authorized representatives this ___ day of August, 2019.

REYCO GRANNING LLC

TEAMSTERS LOCAL UNION NO 245,
affiliated with the INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

By Raimon Janbi
Title Vp Manufacturing
Date 9-17-19

By Tom McPhail
Title Secretary Treasurer
Date 9-17-19

By Cindy Lawrence
Title dir. of HR
Date 09.17.2019

By _____
Title _____
Date _____

By _____
Title _____
Date _____

By Johnathan
Title Chief Union Steward
Date 9/17/19

Appendix A

APPENDIX A – RATES

TOP WAGE for Classifications

Top hourly Rates of pay for the job classifications listed below shall be in effect starting with the pay period which includes the date shown.

Top rates shown are recognized as being the maximum contracted rates for the work performed.

Advancing toward the Top Rate – see Article XVIII – Wages.

Classifications/Sub-Classifications	Current Rate	1		2		3		4		5	
		Adj.	8/26/19	Adj.	8/25/20	Adj.	8/24/21	Adj.	8/23/22	Adj.	8/22/23
Welding	18.53	0.40	18.93	0.41	19.34	0.50	19.84	0.41	20.25	0.50	20.75
Welding 1 – IFS Main Cradle	18.53	0.40	18.93	0.41	19.34	0.50	19.84	0.41	20.25	0.50	20.75
Welding 2 - IFS Auxiliary	18.53	0.40	18.93	0.41	19.34	0.50	19.84	0.41	20.25	0.50	20.75
Welding 3 – DM400/Slider	18.53	0.40	18.93	0.41	19.34	0.50	19.84	0.41	20.25	0.50	20.75
Welding 4 – Manual Weld	18.53	0.40	18.93	0.41	19.34	0.50	19.84	0.41	20.25	0.50	20.75
Welding 5 – Robot Weld	18.53	0.40	18.93	0.41	19.34	0.50	19.84	0.41	20.25	0.50	20.75
Machining	18.05	0.40	18.45	0.41	18.86	0.50	19.36	0.41	19.77	0.50	20.27
Assembly	18.05	0.40	18.45	0.41	18.86	0.50	19.36	0.41	19.77	0.50	20.27
Assembler 1 – IFS Main Cradle	18.05	0.40	18.45	0.41	18.86	0.50	19.36	0.41	19.77	0.50	20.27
Assembler 2 – IFS Auxiliary	18.05	0.40	18.45	0.41	18.86	0.50	19.36	0.41	19.77	0.50	20.27
Assembler 3 – DM400/Slider	18.05	0.40	18.45	0.41	18.86	0.50	19.36	0.41	19.77	0.50	20.27
Press Line	18.01	0.40	18.41	0.41	18.82	0.50	19.32	0.41	19.73	0.50	20.23
Paint Direct	18.01	0.40	18.41	0.41	18.82	0.50	19.32	0.41	19.73	0.50	20.23
Paint Direct 1 – DM400/Slider	18.01	0.40	18.41	0.41	18.82	0.50	19.32	0.41	19.73	0.50	20.23
Paint Direct 2 – IFS	18.01	0.40	18.41	0.41	18.82	0.50	19.32	0.41	19.73	0.50	20.23
Paint Direct 3 – Dip Line Startup	18.01	0.40	18.41	0.41	18.82	0.50	19.32	0.41	19.73	0.50	20.23
Shipping	17.98	0.40	18.38	0.41	18.79	0.50	19.29	0.41	19.70	0.50	20.20
Shipping 1 – Pick & Pack	17.98	0.40	18.38	0.41	18.79	0.50	19.29	0.41	19.70	0.50	20.20
Shipping 2 – Paint Dip Line	17.98	0.40	18.38	0.41	18.79	0.50	19.29	0.41	19.70	0.50	20.20
Receiving	17.98	0.40	18.38	0.41	18.79	0.50	19.29	0.41	19.70	0.50	20.20
Maintenance Mechanic**	20.62	0.40	21.02	0.41	21.43	0.50	21.93	0.41	22.34	0.50	22.84
Maintenance Janitor	17.56	0.40	17.96	0.41	18.37	0.50	18.87	0.41	19.28	0.50	19.78
Quality Control*	18.77	0.40	19.17	0.41	19.58	0.50	20.08	0.41	20.49	0.50	20.99
Retirement Plan - 401(k)											
Company will match 100% of up to the first 2% of employee contribution	2%		2%		2%		2%		2%		2%
Company will match up to 50% of up to the next 2% of employee contribution	1%		1%		1%		1%		1%		1%
Work Boot Allowance	50.00		50.00		50.00		50.00		50.00		50.00
The Company will reimburse each employee with more than one (1) year of seniority up to \$50 per contract year toward cost of approved safety shoes. May carry over unused amounts up to a maximum of \$150											
Prescription Safety Glass Allowance	No Cap		250.00		250.00		250.00		250.00		250.00
The Company will reimburse each employee with more than one (1) year of seniority up to \$250 per contract year toward cost of prescription safety glasses from authorized vendors selected by the Company. May carry over unused amounts up to a maximum of \$500.00											
Insurance Benefits											
<u>Employee Coverage</u>									rates not yet available		rates not yet available
Total Cost	per week		155.80		163.40		169.90		183.50		
Company Pays	per week	72%	112.18	72%	117.65	72%	122.33	71%	130.29	71%	70%
Employee Pays	per week	28%	43.62	28%	45.75	28%	47.57	29%	53.22	29%	30%
<u>Employee + 1 Child</u>											
Total Cost	per week		203.40		213.40		221.90		239.70		
Company Pays	per week	72%	146.45	72%	153.65	72%	159.77	71%	170.19	71%	70%
Employee Pays	per week	28%	56.95	28%	59.75	28%	62.13	29%	69.51	29%	30%
<u>Employee + Spouse</u>											
Total Cost	per week		318.00		333.60		347.00		374.80		
Company Pays	per week	72%	228.96	72%	240.19	72%	249.84	71%	266.11	71%	70%
Employee Pays	per week	28%	89.04	28%	93.41	28%	97.16	29%	108.69	29%	30%
<u>Family</u>											
Total Cost	per week		436.00		457.40		475.70		513.80		
Company Pays	per week	72%	313.92	72%	329.33	72%	342.50	71%	364.80	71%	70%
Employee Pays	per week	28%	122.08	28%	128.07	28%	133.20	29%	149.00	29%	30%

Appendix A (Continued)

It is agreed the Company has the option, during the term of this Agreement, to design and implement a general production, or other type of bonus program which would be paid in addition to the Top Hourly Rates outlined above.

The Company continues to recognize the concept of classifications. The Union recognizes that classifications may be assigned elements (tasks) of other classifications to fully utilize time available. With that in mind, both parties recognize the intent of Article XI, Section 3.

*In determining whether an employee assigned to a lower pay classification should be upgraded to receive Quality Control pay for assigned tasks alleged by the employee to be QA work, the following guidelines (as agreed to by the parties on March 1, 2010) apply:

When to upgrade to QA Pay:

When the skills and knowledge to do the task are consistent with the advanced skills and knowledge required of the QA function.

When the measurement methods employed are in line with the advanced measurement methods that only the QA inspectors use.

When the training to complete a task requires in excess of thirty-five (35) minutes of training or two (2) days of training and oversight by a current employee within the QA classification.

When not to upgrade to QA Pay:

When the skills and knowledge to complete the task are similar to the skills and knowledge used regularly on the manufacturing shop floor by employees in the machining, welding, shipping, or press line classifications.

When the measurement methods employed to complete the task are similar to the measurement methods used regularly on the manufacturing shop floor by employees in the machining, welding, shipping, or press line classifications.

When the training to complete the task requires little training (thirty-five (35) minutes or less) by a current employee within the QA classification.

In summary, one or more of the "When to upgrade to QA Pay" bullet items must be met in order for a temporarily assigned employee to receive QA pay.

If there is any doubt about a particular situation, please schedule a meeting with the Head of Operations and HR to discuss it.

** In determining whether an employee assigned to a lower pay classification should be upgraded to receive Maintenance Mechanic pay for assigned tasks alleged by the employee to be Maintenance Mechanic work, the following guidelines apply:

When to upgrade to Maintenance Mechanic Pay:

When the skills and knowledge to do the task are consistent with the advanced skills and knowledge required of the Maintenance Mechanic function. [NOTE: This does not include things like painting, handing tools to mechanics, striping aisles, etc.]