

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TRELLEBORG SEALING SOLUTIONS

AND

**PLASTIC WORKERS UNION
LOCAL NO. 18, AFL-CIO**

February 1, 2019

thru

Midnight January 31, 2022

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A G R E E M E N T

THIS AGREEMENT, made and entered into this **1ST day February 2019**, by and between **TRELLEBORG SEALING SOLUTIONS**, (hereinafter referred to as "Company"), and **PLASTIC WORKERS UNION, LOCAL NO. 18, I.U.A.N. & P.W., AFL-CIO** (hereinafter referred to as "Union") for itself and in behalf of the employees now employed and hereinafter employed by the Company and collectively referred to herein as the Union.

W I T N E S S E T H:

The Company and the Union declare that the purpose of this Agreement is to promote and improve industrial and economic relations between the employees and the Company.

ARTICLE I - BARGAINING UNIT

This Agreement covers all production employees of Company, excluding office and clerical employees, professional, technical and administrative employees, maintenance technicians, supervisors, watchmen and guards as defined in the National Labor Relations Act, part-time employees (those customarily employed for not more than twenty (20) hours a week), and employees belonging to other Unions that have collective bargaining contracts with this firm.

ARTICLE II - RECOGNITION

The Company recognizes the Local Union in whatever affiliation it might have as the sole and exclusive collective bargaining agent for all covered employees described in Article I hereinabove.

ARTICLE III - UNION SHOP

It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on or after the 90th day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the 90th day following the beginning of such employment, become and remain members in good standing in the Union. With the Union's approval A Level jobs shall have 180 days.

ARTICLE IV - CHECK OFF

SECTION 1. CHECK-OFF. The Company agrees to deduct membership dues, initiation fees and any other obligations an employee may have with the Union from the pay checks of all covered employees on a monthly basis, the first pay period each month, provided that the Company has received from each employee, on whose account such deductions are

made, an authorization check-off form as required by law, and it will transmit the total amount of such deductions to the Union Office on or before the tenth (10th) day of each month, accompanied by forms provided by the Union.

Whenever an employee quits, is discharged, laid off, or his employment is otherwise terminated, any of the foregoing amounts will be deducted from the last pay to be made.

A new check-off form is required for any change in status of employee, such as name change, social security number change or change of beneficiary for Life Insurance.

ARTICLE V - HOURS OF WORK

SECTION 1. OVERTIME WORK. This Article is intended only to be construed as a basis for overtime and shall not be construed as a guarantee of hours of work per day or per week. Overtime shall not be paid more than once for the same hours worked.

SECTION 2. OVERTIME PAY. An employee shall be paid one and one-half (1-1/2) times his regular hourly rate of pay for all unscheduled hours worked by him or her in excess of eight (8) hours in his work day or forty (40) hours in his work week. When an employee is scheduled to work more than eight (8) hours in a day, overtime will commence when the employee works more than 40 hours during the work week or works more

than his scheduled daily hours. The regular work week shall commence on Monday.

SECTION 3. SATURDAY AND SUNDAY WORK. An employee shall be paid one and one half (1-½) times his regular hourly rate of pay for all hours worked on Saturday, provided he has worked at least forty (40) hours during the preceding five days or has failed to work such forty (40) hours solely because of layoff or because a holiday fell during such preceding five days. An employee shall be paid double time for all hours worked on Sunday, provided Sunday is his seventh consecutive work day; if Sunday is not his seventh consecutive work day, he shall be paid time and one-half (1-½) times his regular hourly rate of pay for all hours worked on Sunday.

SECTION 4. CALL-IN PAY. An employee who is scheduled or notified to report and who does report for work shall be provided with and assigned to at least a minimum of four (4) hours of work. In the event such work is not available, the employee shall be released from duty and credited with a reporting allowance of four (4) hours at his regular hourly rate of pay. The Company shall not be liable under this provision in the event of an act of God or other emergency situations, which may arise and are clearly beyond the control of the Company.

SECTION 5. REST PERIODS AND WASH-UP. Each employee shall be given a fifteen (15) minute rest period twice (2) times per day. The Company also agrees to initiate a thirty (30) minute unpaid lunch period whenever possible. It is understood that there could be emergency situations, which would not make this possible.

SECTION 6. MANDATORY OVERTIME. The Company will be required to post mandatory overtime within 24 hours of same. All other overtime will be on voluntary basis. If nobody volunteers the least senior qualified people must work on schedule overtime.

ARTICLE VI - PAID HOLIDAYS

SECTION 1. HOLIDAYS DESIGNATED. Employees covered by this Agreement with ninety (90) days or more of service with the Company shall be granted eight (8) hours of holiday pay at their current hourly rate on the following holidays:

- | | |
|---------------------|---------------------------|
| 1. New Year's Day | 6. Day after Thanksgiving |
| 2. Memorial Day | 7. Christmas Eve Day |
| 3. Independence Day | 8. Christmas Day |
| 4. Labor Day | 9. New Year's Eve Day |
| 5. Thanksgiving Day | 10. Good Friday |

SECTION 2. HOLIDAY WORK PAY. All hours worked on a holiday shall be paid for at the rate of two times (2X) the regular rate of pay in addition to the holiday pay provided for above.

SECTION 3. ELIGIBILITY. To receive pay for a holiday not worked, an employee must work on the workday preceding and following the holiday, if they are scheduled to do so. Employees on authorized vacation shall nevertheless be entitled to holiday pay if it falls during their vacation period. Employees shall not lose their holiday pay if they have permission from Management to be absent on the day preceding or following the

holiday. In determining overtime, the holiday shall be counted as a day worked.

ARTICLE VII - VACATIONS

SECTION 1. ELIGIBILITY. The Company agrees that beginning on January 1st of the year of anniversary dates of their employment, employees shall receive vacation with pay in accordance with the following schedule:

<u>LENGTH OF SERVICE</u>	<u>LENGTH OF VACATION</u>
1 year	1 week
2 years	2 weeks + 1 day
5 years	3 weeks + 1 day
16 years	4 weeks + 1 day

The table below illustrates the allotments granted to newly hired employees based on their hire date for the current vacation year. **Union hourly employees are eligible to use vacation time after six (6) months of service.**

MONTH HIRED	VACATION HOURS (to be used by Dec 31st of their year of hire)	VACATION HOURS FOR THE FOLLOWING VACATION YEAR
January through March	24	40
April through June	16	40
July through December	0	40

SECTION 2. VACATION PAY. Each week of vacation pay will be equal to the employee's current hourly rate, multiplied by the forty (40) hours in the established work week.

SECTION 3. VACATION SCHEDULING. The vacation period shall run from January 1st to December 31st. Employees shall have the right to select their vacation period based on seniority and the vacation schedule established by the Employer. All request needs to be submitted by February 1st of the current calendar year. All vacation requests will be submitted through eTime. After February 1st, vacation requests will be on a first come first serve basis. The Company shall have the right to shut down its plant during the vacation period, but if it elects this course of action it shall be obligated to notify all the employees at least thirty (30) days in advance of the commencement of their vacation period advising the employees of its intention to shut down the plant and indicating the specific period during which time the plant will be closed. Any employee with available vacation time must use it for any shutdown period.

SECTION 4. VACATION PAY IN EVENT OF TERMINATION. In the event of termination of employment for any reason whatsoever, the employee will receive payment for any unused vacation. The Company will also pay out any vacation earned during the calendar year upon termination of employment.

ARTICLE VIII - MANAGEMENT

The management of the business of the Company and the direction of its personnel, including, but not limited to, the right to hire, discipline or discharge employees for cause, to subcontract work, to transfer, promote or relieve from duty because of lack of work (subject to the Seniority provisions herein contained) or for other legitimate reasons, the maintenance of discipline, order and efficiency in the plant, and the right to establish, determine, maintain and enforce reasonable shop rules, is vested exclusively in the Company; provided this will not be used for purposes of discrimination against any employee for membership in the Union.

ARTICLE IX - GRIEVANCE PROCEDURE

SECTION 1. DEFINITION. For the purpose of this Agreement, a grievance is a difference of opinion with respect to the meaning and application of the terms and conditions of this Agreement. Grievances shall be taken up in the following manner:

FIRST: Any employee who has a grievance shall first discuss it with his foreman.

SECOND: If the grievance is not settled in the first step, and the employee wishes to appeal, the grievance shall be presented to the department Union Steward and the foreman.

THIRD: If the grievance is not satisfactorily settled in the second step, it shall be reduced to writing and referred to the Chief Steward and the Personnel Manager.

FOURTH: If not satisfactorily settled in the foregoing step, the grievance shall be referred to the business agent of the Union who shall

have the right to present the grievance to the President of the Company or his duly authorized representative.

FIFTH: Grievances that are not satisfactorily settled in accordance with the foregoing procedure may be referred by only the Company or the Union to an impartial arbitrator agreed upon by the Company and the Union. In the event the parties are unable to agree upon an arbitrator within ten (10) days, the matter may be referred to the American Arbitration Association pursuant to the Voluntary Rules of Labor Arbitration for designation of an impartial arbitrator. The decision of such arbitrator shall be final and binding upon the parties. It is agreed, however, that an arbitrator shall have no right to add to, take from or modify any of the provisions of this Agreement. The fee and expenses of the arbitrator shall be divided equally between the parties except, in those cases where the arbitration is a result of a disagreement over the interpretation or implementation of the terms contained in those Articles governing company participation in the Midwest Pension Plan or the Central States Joint Board Health and Welfare Trust Fund. In these cases the party, which the arbitrator has ruled against, shall bear the entire cost of the arbitrators' fee and expenses.

If the grievance is settled following the filing with the American Arbitration Association (AAA), but prior to the arbitration hearing, all costs of the American Arbitration Association (AAA) and any arbitrator fees incurred by the party initiating the filing shall be paid by the other party.

SECTION 2. LIMITATIONS: TIME AND PLACE. Grievances shall be presented promptly and in any event within five (5) days after the cause of the alleged grievance occurs. In the event an appeal is not taken within five (5) days from any step of the foregoing grievance procedure, the matter shall be considered as finally settled at that step. Any working time that is lost under this procedure for the presentation of grievances shall be paid for by the Company at the employee's hourly rate. The Company will designate

a time and place each week during which grievances may be presented. Emergency grievances may be presented at any time.

ARTICLE X - SENIORITY POLICY

SECTION 1. LEAVE OF ABSENCE. The employees covered hereby shall have the right to a leave of absence on account of illness, accident, other justifiable reasons, or as provided by law. The Company shall give consideration to the circumstances of each request for a leave, and shall have the right to determine the duration of such leave of absence. Special absences include absences for jury service, death in family, illness in the immediate family, or attendance at legal proceedings or as otherwise provided by law. Leaves of absence shall not be granted for periods in excess of fifteen days without mutual agreement of the parties hereto unless otherwise provided by law. Seniority shall continue to accumulate during any available paid leave in lieu of leave of absence. Employees shall be entitled to up to twelve (12) weeks of leave under the Family and Medical Leave Act so long as the employee has not taken any Family or Medical Leave during the preceding 12 months. Any Family and Medical leave taken during the preceding 12 months shall be deducted from the 12 weeks of leave to which the employee is entitled. An employee who requests Family or Medical Leave cannot be transferred to another position without the approval of the Union. In all cases the employee will need to use any remaining vacation time prior to being granted a leave of absence.

An employee who fails to report to work after the date of expiration of the leave, shall be considered as having voluntarily quit, unless a request for

an extension of the leave of absence has been received and approved by the Company prior to the expiration of the leave if at all physically possible.

SECTION 2. COMMENCEMENT. The seniority rights of each employee shall date from his last regular hiring date. In the case of employees on the payroll at the date hereof, the last regular hiring date for each employee shall be the date heretofore agreed upon between the Union and the Company.

SECTION 3. TERMINATION. An employee shall lose all seniority rights if:

- (a) He quits voluntarily and is not reinstated within five (5) days; or
- (b) He has been discharged or suspended for cause and has not claimed a grievance within five (5) days. The seniority status of an individual who has been discharged or suspended and claims a grievance in connection with such discharge will be decided as part of his case; or
- (c) He has been laid off for lack of work or has been absent on account of illness or injury not suffered on the job, and such lay-off or absence has continued for a period of six months (6) plus (1) month for each full year of seniority at the date of layoff or beginning of absence to a maximum of one (1) year. Seniority shall accumulate during such absence; or
- (d) He fails to return to work within forty-eight (48) hours after recall from a layoff, which notice of recall shall be mailed to the employee's last known address shown on the employer's records.

SECTION 4. PROBATIONARY EMPLOYEES. New employees and those hired after a break in continuity of service will be regarded as probationary employees for the first ninety (90) days of employment and receive no continuous service credit during such period. Probationary employees may be laid off or discharged as exclusively determined by the Company, provided that this provision shall not be used for purposes of discrimination because of membership in the Union. Probationary employees continued in the service of the Company subsequent to ninety (90) days from date of original hiring shall receive continuous service credit from date of original hiring. With the Union's approval A Level jobs shall have one-hundred eight (180) days probation period.

SECTION 5. APPLICATION. The parties recognize that promotional opportunity and job security in event of promotions, decrease of forces and rehiring after layoffs should increase in proportion to length of continuous service and that in the administration of this Section the intent will be wherever practicable that, without interfering with the efficiency and productivity of Company and skill and ability being equal, layoffs and recalls shall be on the basis of seniority.

SECTION 6. SENIORITY LIST. A complete record of the names arranged in order of seniority, of all present and new employees who have not lost their seniority rights, shall be maintained by the Company. A copy of such list shall be made available to Union Representatives and the Union Stewards whenever any of said parties makes a request for the same.

SECTION 7. MATERNITY LEAVE OF ABSENCE. A Maternity leave of absence shall be granted based on current Federal Laws and regulations pertaining thereto. It is understood that in the granting of a maternity leave, no female employee can be discriminated against and any applicable to normal leaves of absence shall compel the same application with respect to the granting of maternity leaves.

SECTION 8. SENIORITY. Seniority shall be based on total length of continuous service.

SECTION 9. SUPER SENIORITY. The Union Stewards shall be entitled to super-seniority, provided that they have the skill and ability to perform their work.

SECTION 10. JOB OPPORTUNITIES. Whenever there is a job opening in the plant, the Company shall be under an obligation to post such opening on the Union Bulletin Board for a period of two working days, Monday through Friday. An employee desiring to apply for any opening must make his application within the forty-eight (48) hour period. If no employee desires the job, the Company shall be free to take whatever action it deems appropriate. If one (1) or more employees apply for any opening, the Company shall be required to use its best efforts to give said job to the employee with the most seniority, consistent with skill and ability to satisfactorily perform the job. If for any reason the Company fails to select anyone from the plant for any particular job, the Union reserves the right to set forth its position to the Company. No employee will be allowed

the bid on a posted job if the employee has more than two (2) disciplinary actions during the twelve (12) month period.

ARTICLE XI - NO STRIKES OR LOCKOUTS

The Union agrees that it shall not authorize any strikes, work stoppages, or any other intentional interference with production and the Company agrees that there shall be no lockout on its part for any reason whatsoever, including controversies and grievances between the Company, the Union, and the employees. All such controversies and grievances shall be settled and adjusted in the manner set forth in this Agreement, the Union shall, upon request, advise the Employer within twenty-four (24) hours, whether or not it has authorized such strike or work stoppage.

ARTICLE XII - MISCELLANEOUS PROVISIONS

SECTION 1. UNION ACCESS. Upon notification to management, the Union Representative shall be permitted access to the plant to check grievances, post Union notices on the bulletin board, and conduct normal Union business.

SECTION 2. WORK BY SUPERVISORS. Supervisors are primarily or generally to be used for supervision and instruction and are not ordinarily or generally to be used for performing production work so as to displace production employees. This shall not be construed, however to prevent the temporary performance of production work by supervisors in cases of

absenteeism, instruction, experimentation or emergencies or the performance of work customarily performed in the past.

SECTION 3. DESIGNATED UNION REPRESENTATIVE. During the term of this Agreement, the Union agrees to limit its designated representatives within the shop to one (1) Chief Steward and two (2) Assistant Stewards.

SECTION 4. NOTICES. Whenever under this Agreement a provision is made for notice of any kind or where it is deemed desirable or necessary by either party to give notice to the other, it shall be deemed sufficient notice and service thereof if such notice is sent by registered or certified mail, and if given by the Company shall be addressed to the Union at 245 Fend Lane, Hillside, Illinois 60162-2001, and if given by the Union shall be addressed to the Company at 901 Phoenix Lake Ave., Streamwood, Illinois 60107. Either party by like notice may change the address to which such notice shall be sent. Notice given in accordance with these provisions shall be deemed received when mailed.

SECTION 5. SAVINGS CLAUSE. In the event that any federal, state or municipal law or any rule or regulation of any governmental agency shall render unenforceable or compel the cancellation or modification of any provision of this Agreement during the term of this Agreement, such provision shall thereupon become inoperative and the Company and the Union shall within ten (10) days thereafter meet for the purpose of negotiating the changes made necessary by such applicable federal or state law or government regulation, failing agreement on which within ten (10)

days, the matter may be submitted to the American Arbitration Association as a dispute by either party, and the arbitrator so selected shall in his award include substitute lawful and enforceable provisions for those which are unlawful or unenforceable, which must closely approximate the intent and purpose desired to be achieved by the parties in such provision or provisions as of the date of execution hereof.

SECTION 6. CHANGE IN PLANT LOCATION, ET. AL. In the event that the plant and/or any of its operations are moved within a 75 mile radius, or the name is changed by any of the owners, this Contract between the parties shall continue in effect until its expiration date, and all employees shall be offered the opportunity to transfer.

SECTION 7. PAY FOR INJURY IN THE COURSE OF EMPLOYMENT. It is agreed by the Company that any employee covered by this Agreement who is injured during the course of his employment shall be paid his applicable hourly rate up to a maximum of eight (8) hours for the first day the accident occurs, provided he is unable to work that day based on the advice of the Company physician.

SECTION 8. NO LOSS OF EXISTING BENEFITS. All rights privileges and benefits heretofore enjoyed by employees shall be accorded such employees. No existing benefits may be dropped nor shall there be any substitution of benefits unless the Company and the Union agree.

SECTION 9. DISTRIBUTION OF OVERTIME WORK. The parties agree that overtime work shall be distributed as equally as possible among all employees consistent with efficiency and productivity.

SECTION 10. SAFETY AND HEALTH. The Company shall maintain safe and healthful working conditions for the employees in the bargaining unit and failure to do so shall constitute a grievance under the arbitration machinery set forth in Article IX herein. Employees are equally responsible to conduct their work using safe practices.

SECTION 11. CONDOLENCE PAY. All non-probationary employees shall be granted three (3) days off with pay for death in the immediate family. The immediate family is defined to include Spouse, Children, Mother, Father, Sister, Brother, Grandparents, Mother-in-law and Father-in-law. The Company shall have the right to require reasonable proof of death and attendance. If an employee has vacation time available, the employee must use his vacation time available before an unpaid leave of absence. The employee has the option to pay respects at home and receive three (3) days' funeral pay. An employee shall be allowed two (2) weeks Leave of Absence for International; one (1) week National. The employee must use vacation if available.

SECTION 12. AUDIT. The Union shall have the right to examine the payroll records of the employer to determine that there has been compliance with the terms contained in the bargaining agreement, which are concerned with the remittance or payment of Union Dues and/or

contributions to the Central States Joint Board Health & Welfare Trust Fund and the Midwest Pension Plan.

The Union shall be required to give thirty (30) days' notice of such examination.

The examination shall be conducted by a Certified Public Accountant who will be retained by the Union. None of the auditing costs involved shall be borne by the Employer.

SECTION 13. GENDER CLAUSE. Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine and neuter genders as well, and singular usage shall include plural usage and vice versa, all as the context shall require.

SECTION 14. NON DISCRIMINATION. The Company and the Union agree that there shall continue to be no discrimination in the employment policies and practices of the Company against any person on account of race, creed, sex, age, color, national origin, religion or ancestry. The Company and Union further agree to comply with State and Federal statutes as to related wages, hours or other terms or conditions of employment with respect to handicapped individuals.

SECTION 15. SAFETY SHOES. Company to reimburse employees \$125.00 (one-hundred twenty-five dollars) toward the price of safety shoes provided they bring receipts for safety shoes.

SECTION 16. UNPAID PERSONAL DAYS. All eligible employees shall receive three (3) unpaid personal days a year to be use anytime.

SECTION 17. JOB REFERRAL BONUS. Any employee shall receive a \$300.00 referral bonus for any new employee you bring to work for this Company that last the ninety (90) calendar days.

ARTICLE XIII - HEALTH AND WELFARE FUND

SECTION 1. The Employer shall make monthly contributions to the Central States Joint Board Health and Welfare Trust Fund (Fund) for each employee in the active employ of the Employer with 90 days of service, (except as modified in Section 9 (b) and Section (c) of this Article).

SECTION 2. Effective January 1, 2019, employees will contribute to the health care premiums. This participation will be phased in over the duration of the contract. Participation is as follows.

In 2019 employees will contribute 25% of premium.

In 2020 employees will contribute 25% of the insurance premium cost.

In 2021 employees will contribute 25% of the insurance premium costs.

Effective March 1, 2013, employees may elect to join the Company dental plan. Employee cost for the dental plan is 50% of the cost of the dental premium.

SECTION 3. Effective January 1, 2020, January 1, 2021, and January 1, 2022 the Employer shall pay on behalf of each eligible employee as described in Section 1 into the Central States Joint Board, Health and Welfare Trust Fund, an amount that shall not exceed the previous year's rate by more than 22%. The actual contribution level shall be determined after completion of an actuarial study of the Fund.

The Employer shall be notified in writing of each year's actuarially determined monthly contribution rate not later than 60 days preceding January 1st of each year. Such notices shall be attached to this Agreement as Exhibits B.

SECTION 4. The Fund shall use these payments for purposes permitted under the Trust Agreement and to provide health, welfare, death and such other benefits as permitted by said Trust Agreement, as amended, from time to time, and by Section 302(c) of the Labor Management and Relations Act of 1947 and the Employee Retirement Income Security Act of 1974.

SECTION 5. The Fund is an irrevocable Trust heretofore created by an Agreement and Declaration of Trust (Trust), pursuant to Collective Bargaining Agreements between certain Employers and the Union.

SECTION 6. (a) The Union represents that the Trust is lawful and is qualified under all applicable provisions of the Internal Revenue Code, so that all contributions by the Employer will be deductible for income tax purposes; and the obligation of the Employer to contribute to the Trust shall cease at any time the Fund loses its qualification under the Internal Revenue Code.

(b) The Employer's sole liability shall be for the payment of the monthly contributions set forth in Sections 1, 2, & 3, and 9 of this Article and in no way guarantees payment of the benefits established by Trust Fund nor the solvency of the Fund.

(c) The Union agrees to hold the Employer harmless against any liability arising from the Employer's compliance with this Article.

SECTION 7. The Union represents that this Fund is administered jointly by Trustees equal in number appointed by the Union and appointed by the Employers who contribute to the Fund.

SECTION 8. The Employer agrees to be bound by the Agreement and Declaration of Trust creating the Fund as amended from time to time. The Trustees of the Fund shall have the sole power (a) to construe the provisions of the Trust Agreement and rules and regulations and all terms used therein, and (b) to determine all disputes with respect to eligibility, the right to participate in benefits of the Fund, time, method of payment, payment during periods of Employee illness or disability, methods of enforcement of payment and related matters, and any construction adopted

and any determination made by the Trustees in good faith shall be final and binding upon all Employers, Employees, participants, legal representatives, dependents, relatives and all persons and parties.

SECTION 9. The Employer payments to the Fund shall be as follows:

(a) The amount per Employee per month shall be paid for each Employee covered by this Agreement by the 10th of the month and by the 10th of the month thereafter, and who has received at least eight (8) hours of compensation for that month, including the month in which an employee terminates active employment.

(b) If a covered Employee is absent because of non-occupational illness or injury, the Employer shall pay the required payment for a period of one (1) additional month following the month in which the illness or injury occurred.

(c) If a covered Employee is absent because of occupational illness or injury, the Employer shall pay the required in accordance with State and federal law.

(d) If a covered employee is absent due to a leave of absence under the Family and Medical Leave Act, the Employer shall pay all the required payments, including any employee contributions, for the duration of the leave. Once the employee returns from the leave, the Employer can deduct from the employee's paycheck, on a month for month basis, the amount of the employee's contribution that it has paid.

SECTION 10. Whenever the Trustees of the Fund determine that the Employer is delinquent in making payments to the Health & Welfare Fund, as required under this Article or the rules and regulations of the Fund then the Employer shall be responsible for any losses of any Health & Welfare benefits resulting thereby and agrees to make full reimbursement to the Fund for all costs incurred in the collection of said delinquencies or the enforcement of this Article in addition to liquidated damages and/or penalties due to the Fund.

SECTION 11. No payment of credits, due to contributions made by the Employer for an ineligible employee, shall be allowed if claim for such credit is not made on or prior to the last day of the month for which the report containing the error was due and payable.

ARTICLE XIV - PENSION

SECTION 1. The Employer agrees that for each employee with ninety (90) days or more of service, it shall make the following monthly contributions to the Midwest Pension Plan (Trust Fund).

Effective February 1, 2019	\$94.00
Effective January 1, 2020	\$103.00
Effective January 1, 2021	\$112.00

SECTION 2. The Fund shall use these payments for purposes permitted under the Trust Agreement and to provide Pension, death, and such other benefits as permitted by said Trust Agreement, as amended,

from time to time, and by Section 302(c) of the Labor-Management and Relations Act of 1947 and the Employee Retirement Income Security Act of 1974.

SECTION 3. The Fund is an irrevocable Trust heretofore created by an Agreement and Declaration of Trust (Trust Agreement), pursuant to Collective Bargaining Agreements between certain Employers and the Union.

SECTION 4. (a) The Union represents that the Trust Fund is lawful and is qualified under applicable provisions of the Internal Revenue Code, and all contributions by the Employer to contribute to the Trust shall cease at any time the Fund loses its qualifications under the Internal Revenue Code.

(b) The Employer's sole liability shall be for the payment of the monthly contributions set forth in Section 1 and 7 of this Article and in no way guarantees payments of the benefits established by the Trust Fund nor the solvency of the Fund.

(c) The Union agrees to hold the Employer harmless against any liability arising from the Employer's compliance with this Article.

SECTION 5. The Union represents that this Fund is administered jointly by Trustees equal in number appointed by the Union and appointed by the Employers who contribute to the Fund.

SECTION 6. The Employer agrees to be bound by the Agreement and Declaration of Trust creating the Fund, as amended from time to time. The Trustees of the Fund shall have the sole power (a) to construe the provisions of the Trust Agreement and rules and regulations and all terms used herein, and (b) to determine all disputes with respect to eligibility, the right to participate in benefits of the Fund, time, method of payment, and related matters, and any construction adopted and any determination made by the Trustees in good faith shall be final and binding upon all Employers, Employees, participants, legal representatives, dependents, relatives and all persons and parties.

SECTION 7. The Employer's payments to the Fund shall be as follows:

The amount per Employee per month shall be paid for each Employee covered by this Agreement by the 10th of the month next following the end of the employee's 60th calendar day of service and by the 10th of each month thereafter, provided said Employee receiving at least forty (40) hours of compensation during the calendar month for which contributions are being made.

SECTION 8. Whenever the Trustees of the Fund determine that the Employer is delinquent in making payments to the Midwest Pension Plan, as required under this Article or the rules and regulations of the Fund, then the Employer shall be responsible for any losses of any Pension benefits resulting thereby and agrees to make full reimbursement to the Fund for all costs incurred in the collection of said delinquencies or the enforcement of this Article.

SECTION 9. No payment of credits, due to contributions made by the Employer for an ineligible Employee, shall be allowed if claim for such credit is not made on or prior to the last day of the month for which the report containing the error was due and payable.

ARTICLE XV - WAGES

SECTION 1. ANNUAL WAGE INCREASES. Employees will receive the following annual wage increases:

February 1, 2019	2%
February 1, 2020	2%
February 1, 2021	2%

SECTION 2. PREMIUM PAY. Employees working on the second shift shall receive a shift bonus of (\$1.50) per hour additional. Employees working on the third shift shall receive a shift bonus of (\$2.25) per hour additional.

SECTION 3. INTERCHANGEABILITY OF WORK. The Employer shall be entitled to transfer employees from one classification to another classification in accordance with past practice.

ARTICLE XVI - UNION ACTIVITIES

If the Union requests that any Union member employed by the Company participate directly in the regular or special affairs of the Local or

International Union, of which said Local is affiliated and puts such request in writing, Company hereby agrees that it shall grant to said employee a leave of absence for the period of time necessary to participate fully in the affairs and activities of said Local or International Union. Any request by the Union shall be in writing except in emergency cases. In such event, any request will be made orally to the President of the Company or his duly authorized representatives and will be confirmed subsequently in writing.

ARTICLE XVII - SICK AND ACCIDENT INSURANCE

SECTION 1. Effective February 1, 2019, the Company will provide the following benefit: Each employee in the bargaining unit will be covered to a maximum of 10 weeks in each calendar year, a benefit of \$300.00 per week (\$60.00 per day), less applicable payroll taxes, based on the following conditions:

1. No employee involved in a Workmen's Compensation claim is eligible for this benefit.
2. The employee will be covered from the 1st day of accident or hospital confinement or after the 8th day of an illness on the following schedule: The employee will be paid the \$300.00 benefit for each five (5) consecutive work days that he has been absent from work. There shall be no proration of the benefit.
3. The employee must provide any medical documentation necessary to substantiate his claim and must report his status to the Company on a weekly basis.
4. Any pre-existing illness or injury will be left to the discretion of management based on consultations with a physician.

Life Insurance

The Company agrees to insure each eligible employee in the amount of 1x Annual Base Salary one year from the date of hire.

ARTICLE XVIII - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto, the members thereof, and the heirs, executors, administrators, legal representatives, successors and assigns of each.

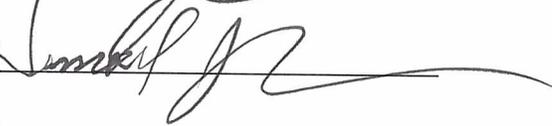
ARTICLE XIX - TERMINATION

This Agreement, when signed by a duly authorized officer of the Union and the Company, shall remain in full force and effect until **midnight January 31, 2022**, and shall automatically be renewed on the same terms and conditions for consecutive one (1) year periods thereafter unless sixty (60) days prior to the expiration of this Agreement, or any extension thereof, either party gives written notice to the other party of termination or modification of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals as of the day and year first above written.

**PLASTIC WORKERS UNION
LOCAL NO. 18, AFL-CIO**

BY  B.A.

BY 

BY _____

DATE 2/13/19

**TRELLEBORG SEALING
SOLUTIONS**

BY 

BY 

BY _____

DATE 2/13/19