

AGREEMENT

By and Between

WILLERT HOME PRODUCTS, INC.

and

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,

IRON SHIP BUILDERS, BLACKSMITHS,

FORGERS AND HELPERS

LOCAL 483

FEBRUARY 1, 2019 through JANUARY 31, 2023

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	Preamble	1
1	Recognition of Bargaining Representative	1
2	Union Security	1
3	Checkoff	2
4	Management Rights	3
5	Hours of Work	3
6	Call out, Reporting, Shift Differential and Change of Schedule	5
7	Wage Rates and Pay Periods	6
8	Overtime Rates	7
9	New or Changed Jobs	9
10	Holidays, Holiday Pay, and Personal Leave	10
11	Plant Committee	12
12	Seniority	13
13	Grievance and Arbitration Procedure	16
14	Death in Immediate Family	18
15	Jury Duty Pay	19
16	Bulletin Board	19
17	Leave of Absence	19
18	No Lockout - No Strike	20
19	Military Service	20

<u>ARTICLE</u>	<u>PAGE</u>
20 Agreement to Conform to Applicable Federal and State Laws	21
21 Vacations	21
22 Bidding	23
23 Safety and Health	26
24 Benefits	27
25 Disciplinary Action	29
26 Non-Discrimination	30
27 401k Plan	30
28 Plant Closing	30
29 Duration and Term	31
Exhibit A - Authorization for Check-Off From Wages	32
Appendix A - Wage Rates and Job Classifications	33
Absenteeism-Tardiness Program	35
Exhibit 1 - Outline of Continuous Operation Schedules	39

PREAMBLE

THIS AGREEMENT, made and entered into as of February 1, 2019, by and between Willert Home Products, Inc., its successors and assigns (hereinafter referred to as the “Company”), and the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers Union and its Local 483 (hereinafter referred to as the “Union”).

ARTICLE 1

RECOGNITION OF BARGAINING REPRESENTATIVE

The Company recognizes the Union as the sole and exclusive bargaining agent for all of the employees in the classification listed in Appendix A to this Agreement, employed at the Company’s current 3944 Park Avenue, St. Louis, Missouri facility, excluding office clerical employees, guards, professional employees and supervisors as defined in the NLRA, as amended, and excluding shipping and maintenance employees at the Park Avenue/Folsom Street facility. All working regulations as set forth in the agreement with respect to rates of pay, wages, hours and employment and all other conditions of employment shall apply to all employees above mentioned, except those excluded.

ARTICLE 2

UNION SECURITY

SECTION 1. Every person who is employed in the bargaining unit, as a condition of continued employment, will be required to become a member of the Union on and after the sixty-first (61st) day following his or her date of employment. All such employees shall be required to tender the initiation fees and periodic membership dues uniformly required of all Union members as a condition of acquiring and retaining membership.

SECTION 2. In the event any employee within the bargaining unit fails to comply with the above conditions, the Union will give written notice to the Company of such failure. Within five (5) working days from the receipt of such notice, the Company will give written notice to the employee involved that, unless within five (5) additional days, he or she

pays or offers to pay immediately the monthly dues and/or initiation fees then owing to the Union, his or her service will be terminated.

SECTION 3. All new employees hired after the date of this Agreement shall be on probation with the Company during the first sixty (60) working days of employment and during that time the Company shall have the right to dispense with their services with or without cause. During the probationary period, employees have no rights or recourse through the grievance and arbitration procedure to challenge the actions of management. Upon completion of the probationary period, new employees shall date their seniority from their date of hire.

SECTION 4. There shall be no discrimination against any employee on account of his or her union activities.

SECTION 5. The Union may refer applicants for job openings. Such applicants referred by the Union will be given the same consideration as applicants from any other source.

ARTICLE 3 **CHECKOFF**

SECTION 1. The Company agrees, upon written voluntary authorization of any Union member, to deduct from the first two (2) paychecks of each month, one-half (1/2) of each month's dues and such other uniform obligations owed to the Union as may be legally deducted, except that initiation fees so authorized shall be deducted from the first paycheck in the first month following the completion of sixty (60) working days. Deductions made in accordance with foregoing shall be marked for deposit only and remitted to the Union officer designated by the Union.

SECTION 2. The Union shall, initially, notify the Company as to the monthly sums to be deducted in accordance with the foregoing. Any subsequent change in amount shall be certified to the Company in written form over the signatures of duly authorized officers of the Union, and shall take effect on the first paycheck following fifteen (15) days after such notification is given.

SECTION 3. The Company shall notify the Union, through the Local Financial Secretary, of all new members who have completed sixty (60) working days with the Company.

SECTION 4. Voluntary authorization forms shall be furnished by the Union to the employees. A sample of the voluntary authorization form is annexed hereto and made a part hereof and marked Exhibit A. All previously filed checkoff authorizations shall be recognized in accordance with their terms.

SECTION 5. If an employee does not have sufficient earnings to pay his or her uniform obligations to the Union as outlined above, then this amount will be deducted from the first paycheck when he or she has sufficient funds to pay same.

SECTION 6. Indemnification. The Union agrees to indemnify and hold the Company harmless against any and all claims, suits, orders, or judgments brought or issued against the Company as a result of any action taken or not taken by the Company pursuant to any written or oral communication from the Union under the provisions of this Article.

ARTICLE 4

MANAGEMENT RIGHTS

The management of the plant and the direction of the work force are vested exclusively with the Company. The Company retains the sole right to hire, discipline, discharge, layoff, assign, promote and transfer employees and to determine the starting and quitting time and the number of hours to be worked, and in general, all the other functions of management unless expressly limited by this Agreement.

ARTICLE 5

HOURS OF WORK

SECTION 1. The normal hours of work, except for the continuous operation schedules referred to in Exhibit 1, shall be as follows:

- (A) First Shift: Eight (8) consecutive hours of work per day, including two (2) fifteen (15) minute break periods paid for by the Company, shall constitute a normal day's work. Normal hours of

work shall be considered to be 6:00 a.m. to 2:30 p.m., with an unpaid thirty (30) minute lunch period. The normal work week shall begin at 6:00 a.m. on Monday.

- (B) Shift Workers. Shift work is defined to be where two or more shifts are required on a given job. Eight (8) consecutive hours of work per day shall constitute a normal day's work. If two shifts are required in a given operation, they shall begin on Monday at 6:00 a.m. Normal hours for the second shift shall be from 2:30 p.m. to 10:30 p.m., with two (2) ten (10) minute break periods paid for by the Company, plus a paid twenty (20) minute lunch period.

If three (3) shifts are required, the work week shall start with the third shift at 10:30 p.m. on Sunday night. Normal hours on the first shift shall be 6:00 a.m. to 2:30 p.m., with two (2) fifteen (15) minute break periods paid for by the Company, plus an unpaid thirty (30) minute lunch period. Normal hours on the second shift shall be 2:30 p.m. to 10:30 p.m., with two (2) ten (10) minute break periods paid for by the Company, plus a paid twenty (20) minute lunch period. Normal hours on the third shift shall be 10:30 p.m. to 6:00 a.m., with two (2) ten (10) minute break periods paid for by the Company, plus a paid twenty (20) minute lunch period. Working the full normal hours on each shift shall entitle the employee to receive eight (8) hours pay at the applicable rate.

The Company may vary any of the foregoing starting times by one (1) hour either way.

Notwithstanding any other provision of this Agreement, the Company may establish, for periods of time as needed, regular work schedules for some of the production employees, providing for twelve (12) hour shifts. See Exhibit 1 for an Outline of the Continuous Operation Schedule.

SECTION 2. In a one shift operation, there shall be one (1) fifteen (15) minute paid rest period in the first half of the shift on first shift work and one (1) fifteen (15) minute paid rest period in the last half. Two (2) ten

(10) minute paid rest periods on the second and third shifts, if operating, shall be appropriately spaced during the applicable shift. The times for the starting and stopping of rest periods shall be mutually agreed upon between the local Union and the Company. An employee working daily overtime of at least one-half (½) of an overtime shift, shall receive one (1) fifteen (15) minute rest period for each full one-half (½) shift of overtime actually worked.

SECTION 3. In the event more than one shift is scheduled, the senior employees will be given their selection of shifts within classifications. But once a selection is made, they will not be allowed to change shifts more frequently than at four (4) month intervals unless there is an emergency. It is understood that senior employees may be required to break in junior employees on starting of other shifts. However, the senior employee shall have the right to be transferred back on his or her regular shift and job classification when the break-in period is completed.

ARTICLE 6
CALL OUT, REPORTING, SHIFT DIFFERENTIAL AND
CHANGE OF SCHEDULE

SECTION 1. Changes in shifts (other than those resulting from layoff or swing shifts) shall be posted at least forty-eight (48) hours in advance on the bulletin board in order to notify all employees affected. If the schedule change is not posted and the affected employee is not notified as stated in the preceding sentence, then the first shift worked on the new schedule shall be paid at the rate of one and one-half (1-½) times the employee's regular straight time rate.

SECTION 2. Employees called from their home for emergencies after their regular day or shift has been worked will receive a minimum pay for four (4) hours straight time, or will be paid for all such work at one and one-half (1-½) times their regular hourly rate, whichever is the larger.

SECTION 3. Employees reporting for work as directed by the Company shall be guaranteed four (4) hours' work for four (4) hours' pay; provided, however, that this shall not apply where work is not available due to strikes, failure of electricity, gas, fire, flood, storms, Acts of God,

or other occurrences beyond the Company's control. The foregoing provisions shall also be applicable to work scheduled on Saturdays.

SECTION 4. For employees working the eight (8) hour schedule, the shift differential for second shift work will be thirty cents (30¢) per hour and the third shift differential will be thirty-five cents (35¢) per hour. The shift differential for employees working either the third shift or twelve (12) hour schedules shall be thirty-five cents (35¢) per hour.

ARTICLE 7

WAGE RATE AND PAY PERIODS

SECTION 1. Basic hourly rates of pay and classifications for employees who are covered by this Agreement shall be set forth in Appendix A and become a part of this Agreement.

SECTION 2. A Lead's duties shall consist of leading a group of employees in his or her own occupational group, after having been properly authorized to do so, in performing such work as may be assigned to him or her by his or her supervisor. This work will consist of helping get the job done by directly assisting in doing the work as well as directing others.

SECTION 3. Pay periods will be biweekly. Paychecks will be available to first shift employees on Friday of a payroll week, except when Friday is a holiday under Article 10, the checks shall be available on the Thursday before the said holiday. Paychecks will be available to second and third shift employees on Thursday of a payroll week. Checks will be mailed to employees on sick leave, if requested.

SECTION 4. An employee who is temporarily assigned by the Company to a job carrying a higher rate shall receive the higher rate for the actual time worked on the higher rated job, or a minimum of four (4) hours pay at the higher rate, whichever is greater.

An employee who is temporarily assigned to a job carrying a lower rate will be paid his or her regular rate during the period of such assignment, providing the assignment is for the Company's convenience. A temporary assignment shall not exceed one week. If an employee is temporarily assigned to, or volunteers for and is accepted by the Company for, a weekend overtime assignment to a job carrying a lower rate than the

employee's regular rate, the employee will be paid his or her regular rate during the period of such overtime assignment.

SECTION 5. Employees performing the same work shall receive the same pay, except as specified in Appendix A for Production Line Packers.

SECTION 6. Employees outside the bargaining unit shall not perform any work coming under the jurisdiction of the Union except in cases of emergency, training, experimental work, and extruding operations. If this section is violated while any bargaining unit employees are on lay-off status, the laid-off employee with the most seniority will be paid his current rate of pay for the day(s) of the violation.

ARTICLE 8

OVERTIME RATES

All time worked (1) in excess of the eight-hour day as set forth in Article 5, Hours of Work, shall be paid at the rate of time and one-half (1½), (2) outside of regular working hours shall be paid at time and one-half (1½), (3) in excess of eight (8) hours in any twenty-four (24) hours will be paid at the rate of time and one-half (1½), and (4) on the seventh consecutive day worked within the work week shall be paid at double the employee's straight time hourly rate. There shall be no duplication of overtime pay for the same hours worked.

Employees will not be laid off during regular working hours to lose time gained by overtime.

Employees who were not scheduled for, had not agreed to work, or were not required to work three (3) or more hours of overtime at the end of their scheduled shift until the same day of the overtime work, shall be provided with a food coupon or cash, as selected by the Company, for an approximate value of \$5.00, when unscheduled, emergency overtime work of three (3) or more overtime hours are worked without prior notification.

Daily overtime shall be assigned on a rotation basis by classification and shift. There shall be separate overtime rotation lists for Saturday overtime work, and for Sunday overtime work, and for daily overtime work, and

for out of classification overtime work. Saturday and Sunday overtime work, considered separately, shall be assigned on a rotation basis by classification. The overtime rotation lists will stay in effect for the length of the labor agreement.

Senior employees by shift shall be given the opportunity to work overtime before probationary employees are asked to work. A posted notice twenty-four (24) hours prior to such overtime shall constitute asking of senior employees. Notice of Saturday overtime will be posted no later than 1:00 pm on the Thursday preceding the Saturday involved, when Saturday work is required.

If overtime is refused by employee, that overtime is then offered to employee next on seniority list. Any employee refusing overtime will have that overtime offered to them (which was refused) charged against them and will not be offered overtime again until they come up in rotation again.

List of critical jobs are as follows:

Senior Mix Lead	Assistant Lead
Mix Lead	Utility
Mix	Warehouse Lead
Senior Line Lead	Warehouse Lead
Line Lead	

In the event an insufficient number of qualified employees volunteer for needed overtime work, the Company may require selected employees to work the overtime, scheduling the employees for the overtime by classification, in reverse seniority order. For daily overtime, the selection will be made among the qualified employees in the classification on the shift involved. No employee may be required to work more than two (2) consecutive Saturdays.

When voluntary weekend overtime work is scheduled on all shifts that are then being operated, an employee may volunteer only to work on the shift to which the employee is normally assigned, unless there are insufficient overtime positions available on that shift.

ARTICLE 9
NEW OR CHANGED JOBS

SECTION 1. When a bona fide new job classification is to be established, or when there has been a substantial change in job duties or requirements sufficient to make it appropriate to establish a new rate for a job classification (including accumulations of minor changes which in the aggregate have resulted in a substantial change in job duties or requirements), the following procedure shall be followed in setting an hourly rate for the new or changed job classification.

- (A) Management will develop an appropriate hourly rate.
- (B) The proposed rate will be explained to the Union Negotiation Committee with the object of obtaining its agreement to the installation thereof either permanently or for an agreed upon period which will serve as a trial period. After the making of such explanation, management may install such rate, with or without agreement, either as a permanent rate or as a tentative rate for a trial period.

When such a rate is installed for a trial period pursuant to agreement, it may be increased by the Company at any time during the trial period, and the increased rate shall continue to be a trial rate for the remaining term of the trial period originally agreed upon.

- (C) When a rate for a new or changed job classification is installed permanently pursuant to agreement, no grievance may thereafter be filed with respect to such rate.
- (D) When such a rate is installed without agreement, or is installed pursuant to an agreement for a trial period, the employee or employees affected may file a grievance alleging that such a new rate does not bear a fair relationship to the rates for other related or similar job classifications in the same plant. Where the rate is installed without agreement, such grievance must be filed within sixty (60) days after the installation thereof (unless otherwise mutually agreed), and the decision thereon shall be effective as of the date when the employee was assigned to the new or changed

job. When such rate is installed pursuant to agreement for a trial period, the grievance must be filed in writing not later than one week after the expiration of the agreed upon trial period, and the decision thereon shall be effective as of the date on which the agreed upon trial period expired, but not earlier than the date when the employee was assigned to the new or changed job.

SECTION 2. If any such grievance shall be submitted to arbitration, the sole questions for decision by the Arbitrator shall be whether or not:

- (A) A bona fide new job classification has been established, or
- (B) There has been a substantial change in job duties or requirements sufficient to make it appropriate to establish a new rate for the job classification (including accumulations of minor changes which in the aggregate have resulted in a substantial change in the job duties or requirements), or
- (C) The rate complained of bears a fair relationship to the rates for the other job specified in grievance, and, if not, what rate is necessary to produce such relationship.

Any decision rendered under (C) above shall be based on the class of work performed, measured by skill, effort and working conditions.

ARTICLE 10

HOLIDAYS, HOLIDAY PAY, AND PERSONAL LEAVE

SECTION 1. Effective February 6, 1990, the following ten (10) days shall be recognized as paid holidays:

New Year's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Eve
Labor Day	Christmas Day

If any of the holidays fall, (a) on Sunday, the holiday will be observed on the following Monday, or (b) on Saturday, the preceding Friday shall be

considered the holiday, and the provisions of this article shall apply. An employee who is scheduled to work and not required to work shall receive pay at his or her regular straight time hourly rate for the number of hours he or she would otherwise have been scheduled to work on each such day, provided:

- (A) The employee works as scheduled on the day preceding or following the holiday, except in case of injury, personal illness, and layoff exceeding ten (10) working days, or is absent with the written approval of his or her supervisor or is absent or tardy due to reasons acceptable to his or her supervisor.
- (B) He or she does not absent himself or herself on the holiday, if scheduled to work, unless excused by the Company.

SECTION 2. If any of the above holidays falls on an employee's day off, he or she will be given one day's pay at his or her regular rate of pay.

SECTION 3. Unworked holiday hours falling on an employee's scheduled work day shift shall be included in hours worked for the purpose of computing overtime, and the day shall be included in the count toward the seventh consecutive day worked.

SECTION 4. If a paid holiday is observed during an employee's vacation period, the employee's vacation will be extended one (1) day at his or her vacation rate of pay.

SECTION 5. If an employee is required to work on any of the above named holidays, he or she shall be paid at the rate of one and one-half (1½) times his or her regular straight time hourly rate for the time so worked in addition to the eight (8) hours of pay provided for above.

SECTION 6. One (1) additional "floating" holiday each year shall be provided to employees who qualify for holiday pay. In order to receive the "floating" holiday, the employee must notify the Company of the day to be taken at least forty-eight (48) hours in advance of such date, and the approval of the selection of each respective "floating" holiday is contingent upon due consideration of the Company's business needs and

requirements. The “floating” holiday is non-cumulative, and must be taken before the end of the employee’s annual anniversary year.

SECTION 7. No holiday pay shall be made to employees who have not completed the first sixty (60) working days of employment, or who have not been actively working full time on regular work schedules in the preceding month.

ARTICLE 11
PLANT COMMITTEE

SECTION 1. A Plant Committee consisting of three (3) members shall be selected by the Union. One (1) member of the Plant Committee shall be appointed as Chairperson. In the absence of two members of the Plant Committee, the remaining member shall select a steward or stewards as alternates to the absent members.

SECTION 2. The duties of the Plant Committee shall consist of:

- (A) Handling all grievances that are not settled at the first step.
- (B) Handling all grievances referred to it by the stewards, employees or employee.
- (C) Discussion of working conditions and other matters of general interest to the employees with the Company representatives.
- (D) Presenting grievances on behalf of the Union of any employees.

SECTION 3. Any members of the Plant Committee shall be granted reasonable time off from their jobs during working hours without loss of time or pay for the performance of their duties after proper notification is given to the supervisor.

- (A) Reasonable allotted time for shop stewards (Plant Committee or designee) to have access to phone for union business to be determined by upper management.

SECTION 4. Meetings between the Committee and the Company shall be held promptly on request by either party. Proper notification shall be

given the Company by the Chairperson or any other member of the Committee if the Chairperson is not available.

SECTION 5. The Committee or Stewards may receive up to three (3) days (24 hours) at their basic hourly rate of pay annually upon presentation of evidence for time spent in a bona fide Stewards school or Seminar sponsored or approved by the International Union.

SECTION 6. The Committee shall receive their straight time hourly rate for reasonable time spent in all meetings with the Company during working hours, except for time spent in arbitration hearings which will not be paid for by the Company.

SECTION 7. INTERNATIONAL REPRESENTATION. The Union Committee shall have the right to have present and/or be represented by a Representative of the International Union in handling of any matters with representatives of the Company.

ARTICLE 12 **SENIORITY**

SECTION 1. An employee's seniority shall be his or her total length of service with the Company in the bargaining unit covered by this labor agreement, starting with his or her last date of hire.

SECTION 2. In cases of increase or decrease in the working force, employees will be given preference in accordance with their length of continuous service, provided they possess the skill and ability to efficiently perform the work to be done without training.

SECTION 3. Seniority will be broken for the following reasons:

- (A) Resignation or quit
- (B) Discharge for cause
- (C) Whenever the employee has been laid off for more than twelve (12) consecutive months
- (D) Overstaying a leave of absence

- (E) Absence of three (3) consecutive working days without notifying the Company
- (F) Failure to return to work from layoff within ten (10) working days after a letter of recall to work is mailed, by certified mail, to the employee's last known address, with the time to be measured from the mailing postmark
- (G) Is absent due to illness for a continuous period of eighteen (18) months

SECTION 4. Whenever in this Article 12 masculine gender pronouns such as "he" are used, they shall be construed to include females as well as males, and the same construction shall be placed upon the use of the feminine gender pronouns such as "she" and "her".

SECTION 5. Layoffs:

- (A) The Company shall give at least forty-eight (48) hours advance notice to the employees who are to be laid off, unless an emergency situation arises that reasonably prevents the Company from doing so.
- (B) All probationary employees will be laid off first. However, probationary employees hired for critical job classifications as listed in Section 5(C) of this Article, for which no current employees in the bargaining unit have bid or are capable of performing the work, may be retained during their probationary periods even though employees in other classifications may be on lay-off status. Such probationary employees may not be "bumped" thereafter by a laid-off employee who had an original opportunity to bid for the job.
- (C) If further reduction is needed, the employee with the least plant seniority will be laid off with the exception of critical jobs (people). "Critical jobs", for purposes of this provision, are defined as all bid and appointed jobs (not including the porter classification). Due to the critical nature of the mix classification only, should a layoff be necessary, seniority within classification will take precedence over plant seniority.

- (D) In a lay-off situation, no employee assigned to a critical job will be retained while a more senior employee in a non-critical job is laid off if the retained employee is utilized exclusively to perform the job duties of the laid off employee during the lay-off.
- (E) Company will note on seniority list any changes in the above jobs.
- (F) A list of all employees to be laid off or recalled shall be furnished to the Union as soon as practicable.

SECTION 6. Any employee who is transferred out of the bargaining unit and later returns to the unit may, by mutual agreement between the Company and the Union, be restored to his or her full uninterrupted seniority rights.

SECTION 7. The Company will furnish to the Union a list showing the name, clock number, and seniority of all employees, and will post a copy of the seniority list on the bulletin board. The Company will post a new seniority list every ninety (90) days. Employees shall have thirty (30) days after the first posting of the list to file any protests or questions wherein they believe that their seniority status is incorrect. Corrected changes shall be made.

SECTION 8. PROCEDURE ON RECALL FROM LAYOFF The following procedure shall be used in recalling an employee to work after a layoff.

- (A) By telephone, if such telephone number is listed with the Company. All recalls of employees by telephone will be confirmed by certified letter to the employee's home address.
- (B) By certified letter to the last address on file with the Company. The Company, upon request, will furnish the Union with a list of employees and the method by which they have been recalled. It shall be the responsibility of the employees to furnish the Company with their current mailing address and telephone number, if any, and to keep such records current at all times.

SECTION 9. Emergency layoffs may be processed as follows:

- (A) Temporary emergency layoff of any employee is not to exceed ten (10) working days in any one calendar year.
- (B) The word “emergency” in regard to emergency layoff refers to: Circumstances beyond the Company’s control, damage to the plant, machine breakdowns, power failure, and shortage of materials beyond the Company’s control at the time of the emergency layoff.
- (C) Time lost as a result of layoff under the provisions of this Article 12, Section 9 (emergency layoffs), shall be counted as hours worked for the purpose of computing vacation eligibility.

ARTICLE 13

GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. The Union shall establish stewards, not to exceed a number agreed upon by the Shop Committee and the Company. The Union shall keep the Company advised in writing of the appointment or removal of a steward within ten (10) days. The steward’s duties shall be to investigate and to participate in handling first step and second step grievances. The stewards shall not lose pay for reasonable time spent in performing their duties.

SECTION 2. A grievance shall include any difference of opinion or dispute between the representatives of the Company and any employee or employees of the Company, regarding hours of work, conditions of employment, interpretation or operation of any provisions of this Agreement.

SECTION 3. In the event a grievance arises, such grievance shall be handled in accordance with the following procedure:

Step 1. In the case of a grievance, the applicable Union Steward and the aggrieved employee shall attempt to resolve the grievance with the immediate supervisor involved. Such grievance shall be submitted as soon as possible, not to exceed five (5) working days of the occurrence of the event upon which the grievance is based.

Step 2. If a satisfactory settlement is not effected within three (3) working days after the grievance is presented to the immediate supervisor, in order to be considered further, the grievance must be reduced to writing, signed by the Steward or member of the Union Committee, and the aggrieved employee, and presented to the Human Resource Manager of the Company within three (3) working days after the failure to resolve the grievance at Step 1. The Human Resource Manager, and such Company representatives as he or she may designate, and the Union Steward and Chairman of the Union Committee, shall meet within five (5) working days after the grievance is presented in writing to the Human Resource Manager. The Human Resource Manager shall give the Company's answer to the grievance within five (5) working days after meeting with the Union Steward and Committee Chairperson.

Step 3. If the grievance is not settled in Step 2, then the Union Committee Chairperson may, within ten (10) working days after the Human Resource Manager's answer, refer the matter to the President of the Company or such other person as may be designated by the Company to handle such grievances. A meeting to discuss the grievance shall be held between the Company President, or his designee, and the Union Committee Chairperson, within five (5) working days of the presentation of the written grievance to the President of the Company. Any of the persons directly involved in the earlier steps of the grievance procedure may be called into the meeting, if requested by either the Company or the Union. The Union Committee shall have the right to have present and/or be represented by a representative of the International Union in handling of any grievance matters with representatives of the Company. The President of the Company shall give a written answer within ten (10) working days (or any mutually agreed upon extension thereof) after the Step 3 grievance meeting. If the answer does not satisfactorily settle the grievance, the Union may, within ten (10) working days from the date the answer was given, notify the Company, in writing, of its desire and intent to refer the grievance to arbitration.

Step 4. If notice of arbitration is given, in writing, as provided in Step 3, the parties will endeavor to select an impartial arbitrator to decide

the dispute. If the parties cannot agree upon an impartial arbitration within ten (10) working days, either party may, within five (5) more working days, request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators from which the parties shall select the arbitrator by alternatively striking names. The remaining person shall be the arbitrator.

The arbitration hearing shall be held as promptly as practical. The arbitrator shall not have the power to add to, subtract from, change or modify any provisions of the Agreement. The decision of the arbitrator shall be final and binding upon all parties. Each party shall bear its own expense, individually, of preparing its case, and calling its witnesses. The expense of the impartial arbitrator shall be borne equally by the Company and the Union.

SECTION 4. The parties to this Agreement recognize that the foregoing provisions of the Grievance Procedure are intended to promote the prompt and equitable adjustment of alleged grievances. Failure of the aggrieved employee or the Union to file or process further any grievance within the specified time limits shall be deemed to be inconsistent with the purpose and intent of this Agreement, and therefore, the grievance shall be waived. A failure of the Company to respond to the grievance within the time limits set forth shall be considered settlement of the specific grievance, on a non-precedent basis, and in accordance with the remedy sought in the grievance. Time limits may be extended by mutual agreement between the Company and the Union. Grievances may be settled at any level. No employee shall sign a settlement of a grievance without being in the presence of a member of the Union Committee or a Union Representative.

SECTION 5. Nothing in the above procedure shall prevent the Company or the Union from presenting grievances.

ARTICLE 14

DEATH IN IMMEDIATE FAMILY

In case of death of an employee's mother, father, brother, sister, mother-in-law, father-in-law, grandparent, husband, wife, child, step-child (adopted or living in home with employee), or grandchild, the employee

will be granted a paid leave of absence for up to three (3) consecutive work days for time missed because of the death or attendance at the funeral.

In case of death of an employee's step mother, step father, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, the employee shall be granted a paid leave of absence of one (1) day for time missed because of the death or attendance at the funeral. Employees who are eligible to receive one (1) day of paid leave under this provision are eligible to receive an additional one (1) day of unpaid excused leave.

An employee granted bereavement leave must furnish a death certificate showing date of death or proof of attendance at the funeral and the date of the funeral. One of the leave days must include the date of death or the funeral. The employee shall be compensated for eight (8) hours straight time pay for the scheduled work days missed. Bereavement pay shall not be paid for days when the employee is not scheduled to work.

ARTICLE 15

JURY DUTY PAY

Employees shall be compensated for their regular straight time hourly rate of pay for all hours during regular working hours served by them as jurors when summoned for jury service. All compensation shall be less the sum paid by the Court for such jury services; provided that in no case shall the period of such compensation exceed fifteen (15) working days per calendar year unless on Grand Jury.

ARTICLE 16

BULLETIN BOARD

The Company shall provide a bulletin board for use by the Union. The Union may post on this bulletin board notices relating to Union meetings, dues, elections, appointments, recreational activities and financial statements. All material placed on the bulletin board must be signed by an officer of the Union and okayed for posting by a designated representative of the Company.

ARTICLE 17
LEAVE OF ABSENCE

Willert Home Products has a Leave of Absence policy which grants employees up to 30 days off work. Please reference the policy for the specifics of the program.

ARTICLE 18
NO LOCKOUT - NO STRIKE

SECTION 1. There shall be no lockout on the part of the Company during the term of this Agreement, and there shall be no strike on the part of the employees.

SECTION 2. The Union shall not authorize or condone any strikes, as defined in the Labor Management Relations Act, 1947, as amended. Any employee or employees who participate in or are responsible for such unauthorized strike, shall be subject to disciplinary action by the Company including discharge.

SECTION 3. In the event of such unauthorized occurrence, the Union shall immediately inform the employees that such action is not authorized by the Union and exercise its best efforts to bring about immediate cessation of such action by the employees involved.

SECTION 4. It is understood and agreed that the Union shall not have any financial liability for the acts of its members, which are not authorized by the Union.

ARTICLE 19
MILITARY SERVICE

In the event that any employee of the Company shall enter the armed forces of the country while a state of war exists or under compulsory military services, the Company will return them to their respective positions when they are dismissed from such service and give them credit for seniority for the time spent in such military service, provided that such employees would under normal working conditions then prevailing, be so employed by the Company, are not physically incapacitated to perform their usual work and report for work within three (3) months of discharge

from such service. Said employees must present a discharge from such service that is not dishonorable.

ARTICLE 20
AGREEMENT TO CONFORM TO APPLICABLE FEDERAL
AND STATE LAWS

Should any valid Federal or State law or final determinations of any board or court of competent jurisdiction affect any provision of this Agreement, the provision or provisions so affected shall be made to conform to the law or determination, and otherwise this Agreement shall continue in force and effect.

ARTICLE 21
VACATIONS

- (A) Employees who qualify for vacation based on continuous service and hours worked for the Company shall receive the following vacation:
- One (1) year shall receive one (1) weeks' vacation.
 - Two (2) years shall receive two (2) weeks' vacation.
 - Nine (9) years shall receive three (3) weeks' vacation.
 - Fifteen (15) years shall receive four (4) weeks' vacation.
 - Employees that have reached twenty-five (25) years of service by February 5, 2012 will receive five (5) weeks' vacation.
- (B) A week of vacation shall be compensated at the rate of 40 times the basic hourly rate of pay including shift differential in effect at the time he or she takes his or her vacation.
- (C) An employee with less than 1,200 hours of time actually worked in his or her first anniversary period of employment is not eligible for vacation benefits for that period.
- (D) An employee who has passed his or her respective first anniversary date of employment and who otherwise qualifies for vacation must

actually work at least 1,000 hours in the applicable vacation earning year, or otherwise be credited with at least 1,000 vacation earning hours, to be eligible for a full vacation based on the number of years of continuous service with the Company.

- (E) The following time not actually worked will be credited and added to time worked for purposes of determining vacation eligibility:
- Holidays and vacation periods taken.
 - Time lost while being compensated as a result of a compensable injury under the Workers Compensation Law of Missouri.
 - Time not worked when taking an approved, voluntary lay-off from employment.
 - Time not worked when on approved FMLA leave.
- (F) Vacation pay of forty (40) or more hours will be paid in the pay period prior to the vacation week, in accordance with the appropriate advance payment request.
- (G) An employee must take the vacation he or she has earned except that in unusual cases of hardship, by agreement of the Company and the Union, the employee may be granted the vacation pay in lieu of taking the vacation.
- (H) If, because of Company work needs or other such reasons beyond the control of the employee, the employee has documented rejected vacation time left at the time of their anniversary, the Company will allow the rejected vacation time to be taken after the beginning of the next anniversary year.
- (I) An employee terminated for any reason must meet the applicable 1,000 or 1,200 hour requirement to receive vacation benefits. No pro-rata adjustments will be made. Employees who retire after their anniversary date will be credited with an additional 500 hours to be added to time worked for purposes of the 1,000 hours vacation eligibility requirement.

- (J) Choice of vacation dates will be approved in the order the requests are presented to the Company, subject to the Company's management right to limit requests that would interfere with production.
- (K) The Company may shut the plant down for one or two weeks for vacation purposes, provided notice is posted by March 1.
- (L) No employee shall lose vacation time while on non-occupation sick or injury leave, not to exceed sixty (60) work days, and while on occupational sick or injury leave, not to exceed ninety (90) work days.
- (M) Vacation will be posted in January or February (subject to established minimum number of employees needed to run the department). If it is found by management that they can exceed minimum, additional people can be granted vacation.
- (N) An employee who has fully earned a vacation may request to designate and take a particular full day off as part of the employee's earned vacation, provided that the employee gives the Company at least forty eight (48) hours advance notice of the desired day off, and the Company approves such request, within its business discretion. The Company will agree to either give notice of approval or reason for denial of the vacation request within twenty-four (24) hours of the request being submitted.
- (O) If an employee has earned vacation payable, and becomes sick and unable to work, and calls the Company on the day of the absence and requests to use a vacation day for the sickness, the request will be granted for up to five (5) days per vacation year.
- (P) Each employee having at least three (3) years of continuous employment with the Company shall be credited with an additional 500 hours to be added to time worked for purposes of the 1,000 hour vacation eligibility requirement, for anything other than termination.

ARTICLE 22

BIDDING

SECTION 1. For the purpose of making a selection for promotion, whenever a permanent job opening (more than one (1) week) occurs in an existing classification or a new job classification is created within the bargaining unit, such openings shall be filled as follows:

- (A) Notice of such an opening shall be posted in the plant for a period of three (3) working days.
- (B) Any employee who has six (6) points or less under the Absenteeism-Tardiness Program is eligible to bid upon an opening by signing the notice.
- (C) Should an employee be absent from work for any reason (except those laid off in a reduction of forces) during the time prescribed in the posting procedure, he or she may, if he or she desires, delegate to another employee in writing, the authority to apply for him or her for any vacancy in which he or she is interested. Such authority shall be recorded with his or her supervisor in writing.
- (D) An employee removed from a bid job voluntarily is not eligible to bid upon that job again for a period of thirty (30) working days after the date of leaving the bid job. An employee removed from a bid job involuntarily is not eligible to bid upon that job again for a period of eight (8) months after the date of leaving the bid job. Also, see Section 10 of this Article in regard to an eight (8) month period of ineligibility due to removal from a bid or appointed position because of excessive points pursuant to the Absenteeism-Tardiness Program.

SECTION 2. The Company has the right temporarily to fill any job during the bidding period and until the vacancy is filled. The Company will continue its current practice of posting temporary vacancies for specified periods anticipated to be longer than five (5) work days.

SECTION 3. In making selections of employees for promotion, the Company will give consideration on the following basis:

As between the two (2) or more persons being considered, if ability and applicable experience with the Company are relatively equal and the employee is physically able to perform the job, plant seniority shall govern.

SECTION 4. For purposes of this Article, promotion shall mean transfer to a job classification with an equal or higher rate of pay than the rate for the classification currently held by the employee. Employee awarded job bid will remain on job for at least six (6) months. An employee may bid to a lower rated job or classification if required by reasons of health.

SECTION 5. Nothing in the Article shall prevent the Company, at its discretion, from transferring an employee to fill an open job in a classification with a rate equal to or lower than the rate of said employee, if agreeable to the employee or at his or her request for an unusual reason.

SECTION 6. An employee selected in accordance with Sections 1 and 3 above will be given a trial period up to a maximum of twenty (20) work days to satisfactorily perform the job. If he or she fails to so qualify, or if an employee awarded a temporary bid opening pursuant to Section 2 above fails to so qualify, in the opinion of Management, he or she will be returned to his or her former job classification.

SECTION 7. The Company may fill any job vacancy in any way it desires until the position is permanently filled.

SECTION 8. To be awarded a bid and retained in the utility classification, an employee must take and pass an aptitude and hi lift qualification test. The test is to be administered by Rankin Institute or another third party agreed upon by the Company and the Union. If an employee does not pass the hi lift test, the employee is not eligible for re-testing or being awarded a bid job requiring hi lift driving for a minimum of six (6) months.

SECTION 9. Lead positions, including senior lead positions, are appointed by management, and are not subject to bidding. With the exception of the Lead positions and the Mix, Assistant Lead, Utility, and Porter positions, the other production job positions shall be subject to the following preference selection procedure:

The Company will post a job sign-up preference sheet three (3) times a year. The periods covered by each of the three (3) preference selections

will begin on the first work day of January, May and September, respectively. The sign-up date will be two (2) weeks before the start of the new period. Employees will be assigned to selected jobs during the appropriate period by seniority, provided that the employee is qualified to perform the work. Whenever a selected job is operating, the production workers who have selected that job will, on the basis of seniority, have a right to perform the job. The Company has the sole right to determine which jobs will be operating, and the number of employees to be assigned to that job. When a selected job is not operating, the Company may assign the employee to another job, as needed. Probationary employees have no right to select any job through the sign-up preference procedure.

When daily overtime is available, the employee(s) on the shift involved who has/have “signed” for the selected job pursuant to the provisions of this section will be given the first opportunity to work the needed overtime, on a seniority rotation basis. If the employee refuses the overtime, other employees in the same classification will be given an opportunity to work the overtime.

SECTION 10. An employee in a bid or appointed position shall be removed from the position by the Company if the employee has accrued more than six (6) points under the Absenteeism-Tardiness Program. An employee removed from such a position because of excessive points will not be eligible for a bid or appointed position for eight (8) months after removal from the position.

SECTION 11. To be eligible to be awarded a Mix employee job classification vacancy, an employee must first pass the applicable reading, writing, comprehensive test, and then achieve a satisfactory test score on the applicable qualifying test to be administered by the Company at the conclusion of the trial period provided for in accordance with Section 6 of this Article. Because of the critical nature of the Mix job classifications, the Company will closely monitor performances of Mix employees on an on-going basis to assure continued competency of the employees. Employees not meeting the Company standards of performance will be removed from the Mix job classifications.

SECTION 12. Prior to an employee being awarded a position as a result of a bid, the employee must undergo and pass a “Fitness for Duty” exam.

ARTICLE 23
SAFETY AND HEALTH

SECTION 1. All new applicants for employment may be required, at the sole discretion of the Company and in accordance with applicable law, to pass a physical examination, given by a doctor selected by the Company, and such tests, including drug testing, may be required by the Company. No such physical examination may be given until the applicant has been offered employment, contingent upon passing an appropriate physical examination related to the essential needs and requirements of the job involved.

SECTION 2. The Company will continue its past practice for the safety, health, and welfare of its employees, consistent with the practical operation of the business.

SECTION 3. There shall be a Safety Committee composed of four (4) employees, composed of three (3) Union members appointed by the Union and one (1) management employee. Meetings of the Committee, at which at least two (2) members of the Committee shall be present, will be held monthly on an alternating basis between first and second shifts, to discuss all matters pertaining to Health and Safety. The Union Committeeman will supply names of the employees to the Company to be recognized as part of the Safety Committee. At least one (1) Union appointed member of the Committee will be released from work duties for any safety tour required prior to the meeting.

SECTION 4. If an employee suffers an occupational injury or illness, the Company shall provide transportation to a hospital, clinic or doctor for treatment and to return him or her to work if he or she is able to return. If the employee returns to work for the balance of the shift, he or she will be paid for the time lost in going to the hospital, clinic or doctor. If the attending physician determines that the employee is unable to return to work on the day of the occupational injury or illness, he or she will be paid for the balance of his or her normal shift. An employee requiring added medical treatment during working hours shall be provided transportation to and from the treatment facility for a maximum of two (2) weeks after the occurrence. The Company will make every effort to accommodate any employee who is given work restrictions due to a work related injury.

This may include placing the employee in a different position until the work restrictions are removed or modified.

SECTION 5. The Company shall continue to comply with all State safety and sanitation laws and to provide for the safety and health of its employees during their hours of employment in the interest of maintaining high standards of safety and of minimizing industrial accidents and illness.

SECTION 6. Replacement of prescription glasses will be in accordance with the Company Safety Glass Program.

SECTION 7. The Company shall provide first-aid facilities for the employees, such facility to include a cot, blankets, and first-aid supplies.

SECTION 8. Any employee who is off work for more than 20 working days due to a non-occupational injury will be required to pass a fitness for duty exam before returning to work.

ARTICLE 24

BENEFITS

SECTION 1. Medical Insurance Coverage - The Company will continue to supply the employees with medical/surgical/hospitalization insurance, with the basic coverage, eligibility and co-pays as described by the Company to the Union Committee. If an employee has a bona fide illness, the Company will continue to pay its applicable portion of the premium coming due for such employee during a period of ninety (90) days from the time such absence commences, provided the employee continues to pay his or her required portion of the premium. Employee's portion of the premium is as follows:

The following plans are being offered for the employee's selection. The employee's bi-weekly premiums for February 1, 2019 to October 31, 2019 are as follows:

	BUY-UP PLAN	FLEXPOINT PLAN	HIGH DEDUCTIBLE/ H.S.A.
EMPLOYEE ONLY	\$56.37	\$35.96	\$32.68
EMPLOYEE/SPOUSE	\$203.38	\$131.47	\$119.48
EMPLOYEE/CHILD	\$176.09	\$113.73	\$103.36
EMPLOYEE/FAMILY	\$288.95	\$186.88	\$169.85

Plan offering and rates in subsequent years beginning November 1, 2019 are open to negotiation between the parties.

Opt-Out Option - \$100.00 per month

It is recognized that the Company may change insurance carriers, as long as the coverage remains substantially equivalent to the existing coverage.

SECTION 2. Group Accident and Sickness Weekly Indemnity Benefit -

The Company agrees to continue the Group Accident and Sickness Weekly Benefit Indemnity Plan as now provided. The benefits for non-occupational accidents and sickness shall be \$250.00 per week for 26 weeks from the first day of accident, and \$250.00 per week for 26 weeks from the fourth day of sickness.

SECTION 3. Life Insurance - The Life Insurance coverage provided to employees by the Company, subject to the terms of the applicable Policy, is Fifteen Thousand Dollars (\$15,000.00) for the term of this Labor Agreement.

SECTION 4. Vision Care - The Company will continue to provide the same benefits for an eye program, as has been provided during the prior Labor Agreement, under the present vision care policy. (During the second year of the Labor Agreement, the Company will continue to contribute the same current premiums but does not guarantee what benefits can be obtained for such amount.)

ARTICLE 25

DISCIPLINARY ACTION

Written disciplinary notice, if deemed necessary, will be given to an employee no later than three (3) working days after the offense. At the time an employee is given a written disciplinary notice, a copy will be furnished to the employee and a copy to the Union. Such notices shall only be given in the presence of a steward or a member of the shop committee, if practicable, who shall sign the notice to record his or her presence. The employee involved will be allowed to record his or her comments concerning the disciplinary action on the notice prior to it being placed in his or her personal file.

The Company agrees to disregard disciplinary action write-ups and warnings in the files of employees for purposes of progressive discipline after one (1) year has expired since commission of the act giving rise to the specific write-up or warning, if during that year the employee has not received any further disciplinary action write-ups or warnings for a similar reason.

In the event that the Company desires to discharge an employee other than probationary, a member of the shop committee, if practicable, shall be present when the discharge notice is given.

ARTICLE 26
NON-DISCRIMINATION

There shall be no unlawful discrimination by the parties hereto with regard to the sex, race, national origin, color, creed, disability or age of any employee covered by this Agreement. The parties agree to comply with the applicable terms of the ADA.

ARTICLE 27
401k PLAN

The Company agreed to establish a §401(k) Plan for bargaining unit employees, which was implemented in early 1996. The terms of the Plan will be determined by the Company, and drafted to comply with applicable governmental requirements for such plans. The Company has paid the administrative costs involved in establishing and administering the Plan. In addition, the Company will match 100% of an employee's contributions up to the first three (3) % of their wages in a pay period. The Company will then match 50% of that employee's contributions up to six (6) % of their wages in pay period. The Company will determine minimum optional individual employee payroll deduction amounts for the Plan, along with other applicable Plan requirements.

ARTICLE 28
PLANT CLOSING

In the event the Company permanently closes or moves the St. Louis, MO facility, the Company will agree to the following amount of severance:

<u>YEARS OF SERVICE</u>	<u>BASE PAY RECEIVED</u>
Less than 5 years	3 weeks of pay
At least 5years, but less than 10 years	5 weeks of pay
At least 10 years, but less than 25 years	7 weeks of pay
25 or more years	9 weeks of pay

And two (2) months of medical for employees and dependents at no cost to employees. Severance pay for affected employees will begin after the plant closing and will be paid on a weekly basis at the rate of 40 hours per week times the employee's pay rate per Appendix A until fully paid.

ARTICLE 29
DURATION AND TERM

This Agreement shall become effective February 1, 2019, and remain in effect until January 31, 2023, and for annual periods thereafter, unless the Company or the Union serves notice at least sixty (60) days prior to any termination date of its desire to terminate the Agreement or modify any of its terms. Within such sixty (60) day period, the parties shall meet to negotiate a new agreement or to negotiate mutually satisfactory amendments thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the 12th day of March, 2019.

**Local Lodge 483 of the
INTERNATIONAL BROTHERHOOD
OF BOILERMAKERS, IRON SHIP
BUILDERS, BLACKSMITHS, FORGERS
AND HELPERS AFL-CIO INC.**

WILLERT HOME PRODUCTS, INC.

By <u>Ken Reinhardt President</u>	By <u>W. W. West</u>
By <u>Michael P. Gagliardi</u>	By <u>Jim B. West</u>
By _____	By _____
By _____	By _____

EXHIBIT A
AUTHORIZATION FOR CHECK-OFF FROM WAGES

I hereby authorize Willert Home Products, Inc. to deduct from any wages earned or to be earned by me, as your employee, and assign to Local Lodge No. 483, of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, the sum of money determined by the Union in succeeding calendar weeks, beginning with the week next following thereof, until such weekly deductions shall total the sum of my Initiation or Reinstatement Fees, and thereafter the sum of money set by the Union per month in payment of my Membership Dues, in accordance with its Constitution and By-Laws, and became due it as my Membership dues in said Union.

This assignment, authorization, and direction shall be irrevocable for the period of one (1) year, or until the termination of the current Agreement between the Employer and the Union, whichever occurs sooner; and I agree and direct that this assignment, authorization, and direction shall be automatically renewed and shall be irrevocable for successive periods of one (1) year, or for the period of each succeeding applicable Agreement between the Employer and the Union, whichever shall be shorter, unless written notice is given by me to the Employer and the Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Employer and the Union, whichever occurs sooner.

Executed at _____ this _____ day of _____ 20__.

Employee's Signature

Employee's Clock Number

APPENDIX A
WAGE RATES AND JOB CLASSIFICATIONS

Notwithstanding anything to the contrary in the Agreement, the wage rates shall be as follows:

<u>Job Classification</u>	<u>2/1/2019</u>	<u>2/1/2020</u>	<u>2/1/2021</u>	<u>2/1/2022</u>
Senior Mix	\$21.53	\$21.98	\$22.43	\$22.88
Mix Lead	\$18.54	\$18.99	\$19.44	\$19.89
Mix	\$17.01	\$17.46	\$17.91	\$18.36
Maintenance A	\$26.94	\$27.39	\$27.84	\$28.29
Maintenance B	\$26.56	\$26.01	\$26.46	\$26.91
Senior Line Lead	\$17.59	\$18.04	\$18.49	\$18.94
Line Lead	\$16.06	\$16.51	\$16.96	\$17.41
Assistant Lead	\$15.24	\$15.69	\$16.14	\$16.59
Warehouse Lead	\$17.21	\$17.66	\$18.11	\$18.56
Utility	\$13.73	\$14.18	\$14.63	\$15.08
Porter	\$14.13	\$14.58	\$15.03	\$15.48
Packers				
Hired 2/6/93 or before	\$13.54	\$13.99	\$14.44	\$14.89
Hired 2/7/93 or later	\$10.70	\$11.15	\$11.60	\$12.05

Alternate 12 hour Shift

Senior Mix Lead				
Existing employee	\$21.88	\$22.33	\$22.78	\$23.23
New Hire*	\$21.36	\$21.81	\$22.26	\$22.71
After 3 mths. *	\$21.49	\$21.94	\$22.39	\$22.84
After 6 mths. *	\$21.62	\$22.07	\$22.52	\$22.97
After 9 mths. *	\$21.73	\$22.18	\$22.63	\$23.08
Maintenance A	\$27.29	\$27.74	\$28.19	\$28.64
Maintenance B	\$25.91	\$26.36	\$26.81	\$27.26
Mix Lead				
Existing employee	\$19.35	\$19.80	\$20.25	\$20.70
New Hire*	\$18.89	\$19.34	\$19.79	\$20.24
After 3 mths. *	\$19.01	\$19.46	\$19.91	\$20.36
After 6 mths. *	\$19.12	\$19.57	\$20.02	\$20.47
After 9 mths. *	\$19.23	\$19.68	\$20.13	\$20.58

Mix

Existing employee	\$17.45	\$17.90	\$18.35	\$18.80
New Hire*	\$17.06	\$17.51	\$17.96	\$18.41
After 3 mths. *	\$17.17	\$17.62	\$18.07	\$18.52
After 6 mths. *	\$17.25	\$17.70	\$18.15	\$18.60
After 9 mths. *	\$17.32	\$17.77	\$18.22	\$18.67
Senior Line Lead	\$17.94	\$18.39	\$18.84	\$19.29
Line Lead				
Existing employee	\$16.80	\$17.25	\$17.70	\$18.15
New Hire*	\$16.41	\$16.86	\$17.31	\$17.76
After 3 mths. *	\$16.51	\$16.96	\$17.41	\$17.86
After 6 mths. *	\$16.60	\$17.05	\$17.50	\$17.95
After 9 mths. *	\$16.69	\$17.14	\$17.59	\$18.04
Assistant Lead	\$15.89	\$16.34	\$16.79	\$17.24
Warehouse Lead	\$18.01	\$18.46	\$18.91	\$19.36
Utility				
Existing employee	\$15.82	\$16.27	\$16.72	\$17.17
New Hire*	\$14.08	\$14.53	\$14.98	\$15.43
After 3 mths. *	\$14.50	\$14.95	\$15.40	\$15.85
After 6 mths. *	\$14.96	\$15.41	\$15.86	\$16.31
After 9 mths. *	\$15.40	\$15.85	\$16.30	\$16.75
Production Line				
Hired 2/6/93 or before	\$14.21	\$14.66	\$15.11	\$15.56
Hired 2/7/93 or later	\$11.05	\$11.50	\$11.95	\$12.40

* Valid for employees hired for a 12 hour shift who are hired after the decision to go to a 12 hour shift has been made.

**A Porter performing porter work on the normal basis of four (4) hours per work day shall be paid four (4) hours at the applicable Porter wage rate, and four (4) hours at the applicable Packer wage rate for the packing work performed, regardless of other provisions of this Agreement.

ABSENTEEISM-TARDINESS PROGRAM
PROCEDURES AND DEFINITIONS

Record Period. Records will be kept and appropriate action taken based upon absentee-tardiness records beginning with the first occurrence after November 1, 1986. Each occurrence shall remain as part of an employee's record, but may be considered as part of the progressive disciplinary point system leading to ultimate discharge for only a maximum period of twelve (12) months of actual work by the employee from the date of the particular occurrence involved. An employee who has accumulated twelve (12) points within any twelve (12) month period of actual work shall be discharged as hereinafter provided. Employees shall receive record of their point accrual on a bi-monthly basis. Any dispute to the points must be made with the Human Resource department within four (4) months of accumulating the point(s).

Definition of Occurrence. An occurrence is any one (1) unexcused absence of two (2) consecutive days or less, any one (1) tardiness or any one leaving early. Provided, however, that during the Company's inventory period, an occurrence is charged for each unexcused day of absence.

Points Charged Per Occurrence. An employee will be charged the following points for the specified occurrences:

<u>OCCURRENCE</u>	<u>POINTS</u>
Each absence of the first day or two (2) consecutive days	1
Each day after two (2) consecutive days	1 each day
Each day of absence during the inventory period	1
Each tardiness of more than two (2) hours	1
Each leaving early of more than two (2) hours	1
Each tardiness of two (2) hours or less	½
Each leaving early of two (2) hours or less	½

Example: If an employee is absent three (3) consecutive days, he or she shall be charged two (2) points; for five (5) consecutive days, four (4) points; six (6) consecutive days, five (5) points; and seven (7) consecutive

days, six (6) points. (Except, one (1) point per each day of absence is charged during the inventory period).

Credits. An employee may acquire credits which may be accumulated and/or used to improve the employee's point record. An employee who, in a period of one (1) "calendar month", is not charged with an occurrence shall receive one-half (1/2) credit. For example, if an employee is occurrence free for the month of January, this will produce one-half (1/2) credit.

Credits may be used to offset points charged against an employee for occurrences; and/or may be accumulated if the employee has no points against which the credits may be applied. Credits will be used against the oldest point (s) within twelve (12) months of actual work. Disciplinary suspensions and lack of work lay off shall eliminate employees from acquiring credits during that period of time.

Under no circumstances may an employee earn and use or accumulate more than six (6) credits in any twelve (12) consecutive calendar months; nor may an employee at any time have more than six (6) unused credits.

Additionally, points charged for all occurrences that are older than twelve (12) months, as measured by actual work of the employee involved, and including earned vacation time taken, shall be deducted from the employee's current point total. Further any earned credit that is older than twelve (12) months, shall be removed from the employee's record in increments of one-half (1/2) credit per month.

Exceptions or Excuses. Only absences caused by the following substantiated reasons will be excused and not counted as occurrences within the meaning of the program:

- (A) Bereavement leave granted under Article XVIII
- (B) Jury duty
- (C) Hospital confinement of the employee, or an approved emergency absence of no more than two (2) work days resulting from an injury or illness requiring unanticipated emergency hospitalization of a spouse or dependent child of the employee.

- (D) Work related injury or illness compensable by Worker's Compensation payments.
- (E) Military leave of absence.
- (F) Bona fide medical leave of absence of three (3) consecutive scheduled workdays or more, including maternity leave, as required by and in accordance with FMLA requirements. To be excused, the leave must be applied for in advance, if the employee is aware of the needed days of absence prior to the leave, and otherwise as soon as the employee is aware of the medical need for the absence.
- (G) Absence recommended by the employee's supervisor in advance of the absence and approved by the Human Resource Office in writing, including disciplinary suspensions.
- (H) Snow days or Emergency Closing of the plant, when declared by the Company.
- (I) Court summons as a witness, but not as a party to a court proceeding.
- (J) Any absence necessitated under the Family & Medical Leave Act, and subject to the requirements of an approved FMLA leave.

Absences due to reasons set forth in items (C), (D), (F), and (G) in the preceding Exceptions or Excuses provision in any calendar month shall eliminate the employee from participation for that month in the acquisition of credit. Additionally, the time not worked due to any of such four (4) reasons shall not be counted as part of the twelve (12) month period of actual work that is utilized for measuring the deduction of points based upon occurrences older than twelve (12) months.

The employee's actual work time accumulated toward the twelve (12) month measuring period prior to an excused absence, leave, or layoff will be frozen during his or her absence, and will commence at that point upon his or her return to actual work.

To be excused for medical reasons, the employee must present documented medical proof, specifically designating the medical inability to work during the period involved, and such proof must be presented no later than the first day the employee returns to work. When an employee

is on a bona fide medical leave the employee must contact the Human Resource office at least once a month to advise the Company of the expected return date. The granting of leave of absence privileges is solely a management decision.

Saturday and Sunday Absences. Absences, tardiness or leaving early on Saturday or Sunday will be counted as part of the Absentee-Tardiness program when:

1. The entire factory is scheduled to work, and notification of the required overtime work has been timely given in accordance with the requirements of this Agreement; or
2. The employee's entire classification is scheduled to work, and notification of the required overtime work has been timely given in accordance with the requirements of this Agreement; OR
3. The employee has indicated that he or she will work.

STEPS OF DISCIPLINARY PROCEDURE. When an employee reaches any of the following levels of point totals, the Human Resource Office will notify the appropriate supervisor, who will take the designated action.

<u>STEP</u>	<u>NO. OF POINTS</u>	<u>DISCIPLINE</u>
1	4	WRITTEN WARNING
2	5	WRITTEN WARNING Bid Position Only
3	6	WRITTEN WARNING
4	9	TWO (2) DAY SUSPENSION without pay
5	11	<u>TEN (10) DAY SUSPENSION</u> without pay. The employee will meet with the Human Resource Manager (and his or her appointee) and a Union official to receive this notice.
6	12	TERMINATION

Any employee who has one (1) or more points discounted from his or her total due to the use of credit(s), or due to the passage of twelve (12)

months of actual work from the date of an occurrence, then moves back to that reduced point level. The employee then shall receive progressive discipline for future occurrences in accordance with the above step procedure, even though he or she may have previously received that same step of discipline before the deduction was made.

However, an employee will be allowed only one (1) Ten Day suspension within any twelve (12) months of actual work. When an employee reaches eleven (11) points for the second time they will receive a written warning only. If they reach the eleven (11) point level a third time, within a twelve (12) month period from their second written warning, they will be terminated. Provided, however, this paragraph shall not be construed to authorize the discharge of an employee expressly because the employee has reduced his or her existing point level. This paragraph is an addition and a change to the first paragraph record period.

EXHIBIT 1

OUTLINE OF CONTINUOUS OPERATION SCHEDULES

1. The Company may implement a twelve (12) hour shift program upon thirty (30) days advance notification to the applicable employees and the Union. The twelve (12) hour shift schedule will be continued for a period of three (3) months at any time it is implemented during the term of the labor contract, subject to extension by mutual agreement between the Company and the Union. The twelve (12) hour shift schedule may be discontinued by the Company thereafter, and may be again implemented by the Company for another three (3) month period upon thirty (30) days advance notice.

2. Work Days

- (a) It is anticipated that the twelve (12) hour schedules will include one (1) Extruder line, but could be expanded to two (2) lines. Normally, each line will require three (3) Mix classification employees, one (1) Mix Lead employee, one (1) Line Lead employee, six (6) Production Line Packers, and one (1) Utility employee (Stocker) on each of the required shifts. The twelve (12) hour schedules will be filled first by qualified volunteers from the needed classifications, giving preference to the most

senior qualified employees in the applicable classification who volunteer for the twelve (12) hour schedules. In the event that there are insufficient volunteers for the twelve (12) hour schedules, the Company may assign qualified employees to the twelve (12) hour schedules from the needed classifications, on an inverse seniority basis within the needed classification. No current employee hired prior to February 6, 1996 can be forced by inverse seniority or any basis to work on a twelve (12) hour schedule operation.

- (b) The twelve (12) hour shifts will be 6:00 a.m. to 6:00 p.m. and 6:00 p.m. to 6:00 a.m. The shift schedules for the four shifts shall be as outlined by the Company to the Union.
- (c) Employees will be allowed two (2) paid ten (10) minute breaks during the first half of each shift, a paid thirty (30) minute lunch period, and two (2) paid ten (10) minute breaks during the second half of each shift.

3. Overtime, Mandatory Call-Ins, and Lay-Offs.

- (a) Employees will be limited to twelve (12) hours of work in a twenty-four (24) period.
- (b) Employees needed for absences, vacation openings, or other overtime work requirements will be called in or assigned on the basis of seniority within classification on a rotation basis, rotating such available overtime work among qualified and available employees on a reasonable basis. It is understood that mandatory overtime work may be required, drafting employees who are on their days off by inverse seniority, but on a rotation basis.
- (c) If lay-offs are required at the Company, qualified employees working on eight (8) hour shifts may “bump” into appropriate classifications on the twelve (12) hour schedules on the basis of seniority and qualifications to avoid being laid off.

4. Wages.

- (a) The Company has negotiated a higher wage rate for employees to apply only when the employees in the department are working on a twelve (12) hour shift basis, but not when working on an eight (8) hour shift basis. If an employee working on an eight (8) hour shift basis is temporarily assigned to fill in for an absence, including vacation absences, of an employee on a twelve (12) hour schedule, but only works a shift of eight (8) hours or less, the employee will be paid only at the applicable eight (8) hour wage rate. If such temporarily assigned employee works more than eight (8) hours on the assignment, the employee shall receive time-and-one-half (1½) pay for all hours above eight (8) hours of work on the basis of the eight (8) hour work schedule rates, unless the temporary assignment is for the full work week. If an employee is temporarily assigned to a full twelve (12) hour schedule for the entire work week, the employee will be paid on the basis of the normal twelve (12) hour schedule rates, without overtime pay after eight (8) hours of work.
- (b) Time and one-half will be paid for all hours worked over forty (40) in a work-week, but not after eight (8) or more hours in a work day.
- (c) The applicable holiday rate will apply for holidays. Time and one-half pay for work on holidays, but no pyramiding of holiday and overtime pay. Twelve (12) hours pay for the holiday for eligible employees working a twelve (12) hour shift during the applicable work week in which the holiday falls.
- (d) No premium pay will be provided for shifts regularly scheduled for Saturday or Sunday work. Two (2) of the four (4) shifts will regularly be scheduled for Saturday and Sunday work. Double-time will be paid for Sunday shifts worked by an employee on a non-scheduled Sunday that is not the normal work day of the employee.

5. Other Benefits.

- (a) In the event of the death of a member of the employee's immediate family as defined in Article 14 of the Labor Contract, the maximum three (3) days of paid leave for scheduled days lost from work will be compensated at twelve (12) hours for each scheduled day missed during the work week in which the funeral is held, but the three (3) days need not be consecutive, as long as one of the missed days of work includes the day of the funeral.
- (b) For vacation earning purposes, a week of vacation pay shall mean forty (40) hours pay. If an employee schedules his or her vacation in a week for which he or she is regularly scheduled for thirty-six (36) hours of work, the employee will be provided with thirty-six (36) hours of straight time vacation pay. If an employee schedules his or her vacation in a week for which he or she is regularly scheduled for forty-eight (48) hours of work, the employee will be provided with forty-eight (48) hours of straight-time vacation pay, if the employee has that amount of earned vacation pay. If an employee is granted a one (1) day vacation upon appropriate request, the amount of vacation pay provided shall be twelve (12) hours of straight-time pay, or the remaining amount of the employee's earned vacation pay if less than twelve (12) hours.
- (c) Jury duty pay will only be provided for hours of work actually missed from scheduled work, up to twelve (12) hours per scheduled work day missed because of required jury service.
- (d) Paychecks will be available to employees on the normal payday as provided in Article 7, Section 3 of the Labor Agreement. If the employee is not scheduled for work on such day, the employee may either pick up his or her check on that day, or from his or her supervisor on the employee's next scheduled workday.

6. Re-Adjustment Clause.

The parties agree that it may be necessary to meet after implementation of the continuous operation schedules, to discuss possible adjustments or refinements of the procedures applicable to the continuous operation schedules. The parties agree, in good faith, to attempt to resolve any such problems relating to the continuous operation schedules.