



**2019-2022
AGREEMENT**

between

Cutco Cutlery Corporation

and the

**United Steelworkers
Local 5429**

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

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AGREEMENT

AGREEMENT made this 1st day of September, 2019 by and between the CUTCO CUTLERY CORPORATION, Olean, New York, hereinafter referred to as the “Company” and UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, hereinafter referred to as the “Union”.

ARTICLE 1 **Recognition**

1.1 The Company recognizes the Union as the exclusive bargaining agency for all its employees except executives, supervisors, office and clerical workers, watchmen, and janitors.

1.2 Each employee, with the exception of the temporary college students and seasonal employees, who on the effective date of this agreement, is a member of the Union in good standing, shall as a condition of employment, maintain his membership in the Union. New employees, with the exception of temporary college students and seasonal employees, shall as a condition of employment, acquire and maintain membership in the Union up to but no later than the 90th day of employment. The Company agrees to provide each employee with an agreement booklet at the end of their probationary period. The Company also agrees to let a Union Officer meet with a group of new union members at the end of their probationary period at a pre-arranged and pre-approved time not to exceed sixty (60) minutes.

1.3 The Company agrees at the end of each week to furnish the Union with a list of all new employees who have completed their probationary periods. The Union shall give the Company a list of its officers, its stewards, and its grievance men as of the above date and thereafter shall promptly advise the Company in writing of any change in such officials.

1.4 The Company agrees to deduct once each week from the wages of employees who are members of the Union such dues, initiation fees and assessments, as may be levied in accordance with the Constitution and By-Laws of the international union, providing the Union furnishes the Company with authorization cards approved by the Company and signed by such members. The Company shall remit all union dues deductions to the International Secretary/Treasurer, United Steelworkers, at the address he authorizes for this purpose.

1.5 It is understood that the Union will save the Company harmless against any and all claims of liability which may arise out of, or by reason of action taken or not taken by the Company in compliance with this Article.

1.6 Provisions of this contract shall be applied to all employees without discrimination on account of sex, marital status, race, color, national origin, age, religion, disability, or military service. Throughout this contract the use of the male pronoun, such as him, his, etc. is intended to refer to both male and female employees.

ARTICLE 2

Hours of Employment

2.1 The standard work week shall begin on Sunday at 9:30 p.m. and shall consist of eight (8) consecutive hours each day, (lunch periods excepted) for the five days Monday through Friday. The Company agrees to provide two (2) ten (10) minute paid breaks per the break schedule. This standard work week shall not be construed as a guarantee or as a limitation as to hours of work in any week.

2.1A Normal Shifts are:
Shift 1 - 6:00 a.m. to 2:30 p.m.
Shift 2 - 2:30 p.m. to 11:00 p.m.
Shift 3 - 9:30 p.m. to 6:00 a.m.

It is also understood that certain jobs, due to the nature of those jobs, because of special production requirements or departmental requests for special hours, may require different shift hours other than those listed above. Therefore, the above scheduled shifts may be modified by mutual agreement of the Company, Union, and affected employees. The Company also agrees not to schedule these different shifts for periods of less than one (1) week, unless there is mutual agreement of the Company, Union, and affected employees.

2.2 All work performed in excess of eight (8) hours in any one day or forty (40) hours in any one week, shall be deemed overtime and shall be paid for at one and one half (1 1/2) times the regular hourly rate. However, if he has not worked over eight (8) hours for

Company reasons, the above eight (8) hours restriction does not apply. The time lost during the day attending a compensation hearing or for treatment of work injury or work-related illness will count as time worked for overtime purposes under this section. Hours taken as vacation will count as hours worked under this section as long as vacation is scheduled one (1) day in advance and overtime has been offered to the employee. All hours worked in excess of eight (8) hours in any one (1) day for the purpose of makeup of a Tardy, Leave Early, or Whole Day Absence will be paid at straight time. This will apply even if the employee does not fulfill the total make-up requirement. Employees on restricted/modified duty will not be eligible to work overtime.

2.3 All work performed on Saturday shall be paid for at one and one-half (1 1/2) times the regular rate. All employees will be paid at two (2) times the regular rate for all work performed on a Sunday, provided that they have worked at least five (5) hours of overtime (if offered) during the week prior to the Sunday work. Vacation time, and other approved absences will be excluded from the minimum overtime requirement. If the above requirement is not met, employees will be paid at one and one half (1 1/2) times the regular rate for all work performed on a Sunday. When employees work on holidays, all work performed on such holidays shall be paid for at three (3) times the regular rate [two (2) times the regular rate, plus the holiday pay]. It is understood that when holiday work is required, all attempts will be made to fill the requirement with volunteers before scheduling this overtime.

2.4 Employees who report for work without having been told previously not to report, shall receive not less than four (4) hours pay therefore, or at the option of the Company, not less than four (4) hours work at his regular hourly rate, unless the employees reporting for work were not at work on the workday on which the instruction was given, or if the employee could not be reached by telephone. This provision shall not apply in the event of conditions beyond the control of the Company.

2.5 The Company agrees to advise employees of any daily overtime requirements prior to an employee's lunch break whenever possible. In those situations where circumstances require a later notification, it is understood that any employee's acceptance of overtime would be on a voluntary basis.

2.5A The Company agrees to advise those employees who are at work of weekend overtime by the end of their shift on Tuesday. Employees who are absent and return to work on Wednesday shall be advised upon their return to work. Employees may also contact their Supervisor by phone if absent to confirm overtime. Employees shall have until the end of their shift on Wednesday to accept weekend overtime. In situations where circumstances require notification later than Wednesday, it is understood that any employee's acceptance of overtime would be on a voluntary basis. For overtime that was accepted before the end of the shift on Wednesday and then subsequently canceled by the employee, those hours will be divided by shift among those employees capable of performing the

required work. Each employee will be allotted two of their vacation “call-ins” to be used on the weekends. When these “call-ins” are used on the weekend, the employee will not be charged a vacation day nor paid for a vacation day. The Company will keep all call-in allotments for vacation the same as they currently exist for the duration of the contract.

2.5B It is understood by the parties that to refuse overtime when asked after above designated times will not exempt the employee from being asked to work overtime in the future.

2.6 All overtime shall be divided as equally as practicable and as possible among employees in the following manner (provided they are capable of performing the work):

1. Classification (within dept. and shift)
2. Department (within shift)
3. Classification (within dept. across shifts)
4. Business Unit (within shift)
5. Department (across shifts)
6. Business Unit (across shifts)
7. Post across corporation

2.7 Any employee taking three consecutive vacation days, Monday, Tuesday and Wednesday, and scheduled one week in advance, shall not be charged with any overtime for the weekend prior to the vacation time. Any employee taking three consecutive days, Wednesday, Thursday and Friday and scheduled one week in advance shall not be charged for overtime the weekend following the

vacation time. Any employee off work for any other reason will be charged with any overtime for which they would have been eligible to work.

2.8 Overtime will be distributed equally as practicable and possible in the same department, classification, and shift beginning from the date on which the employee completes their probationary period or is accepted into a classification from a job bid.

2.9 Overtime records will be kept for a calendar year and there will be no carry over to the next calendar year. The Company agrees to provide the Union with electronic copies of overtime records upon request. The overtime records will indicate overtime offered within respective departments to ensure that overtime is distributed equally as practicable as possible among the employees. All overtime worked, refused, or for which an employee would have been eligible for under this section within their own classification, will be counted as charged overtime.

2.10 For the purpose of taking inventory during a shutdown, selection of employees shall be made by seniority from employees not scheduled to work and who are capable of performing the work.

2.10A The Company shall provide the Union with a list of all employees scheduled to work on inventory, including the approximate days and hours they are working, at least one week prior to the actual inventory.

2.11 On all machines requiring three (3) shifts of operation, the first and second shifts will occupy

the machinery the normal eight and one-half (8 1/2) hour shifts and third shift will occupy the remaining approximate seven (7) hours. The third shift will then run other miscellaneous job functions for the additional one and one-half (1 1/2) hours worked during their normal shift. It is, however, agreed that in those cases where third shift employees would report to work finding a temporary employee on their job classification during the second shift, the third shift employee of the proper job would be placed on their classification immediately, filling out the remainder of the second shift and the temporary employee assigned to another job.

ARTICLE 3
Distribution Center (D33)
& Customer Service (D12)
Seasonal Workforce

3.1 Both Cutco Cutlery Corporation and the United Steelworkers, Local 5429, are interested in the continued success of the Company and long-term job security of its employees. Both parties have agreed to work together cooperatively and constructively to accomplish this goal. The purpose of this article is to state the intent of the Company and the Union with respect to the use of Seasonal Employees in both the Distribution Center (Dept. 33) and Customer Service (Dept. 12), and to define the approach of Seasonal Employees in both areas.

3.2 Due to the increasing expectation of our customers regarding immediate delivery of their merchandise and due to the seasonal nature of the sales

and distribution of our products, the parties recognize the need for a Seasonal Employee Program in our Distribution Center (Dept. 33) and Customer Service Center (Dept. 12). To assist with meeting delivery expectations during peak periods, Cutco's established goal is to complete order fulfillment and customer shipment within 24 to 48 hours of receipt.

3.3 The time periods of particular importance are the Summer Season and the Fall Season. The Summer Season is defined as the period of May 1st through August 31st for both Departments 33 and 12. The Fall Season is defined as the period of October 15th through January 31st for Department 33 and November 15th through February 29th for Department 12.

3.4 Distribution Center employees (Department 33) and Customer Service (Department 12) shall be offered ten (10) hours per day and five (5) hours on Saturdays, if any Seasonal Employee is working within the respective department. This provision shall not apply in the event of conditions beyond the control of the Company.

3.5 Before offering any Seasonal Employee overtime the following conditions will be met:

- Department 33 and/or Department 12 employees will continue to be offered ten (10) hours per day and five (5) hours on Saturday.
- Distribution Center and/or Customer Service overtime which cannot be met using Department 33/12 employees will then be offered to all non-

department 33/12 Union employees who are not working overtime in their own departments. The Company will offer overtime of two (2) hours Monday through Friday, and five (5) hours on Saturday.

- This information will be posted via a notice on the main bulletin boards. Employees interested in working overtime and who are capable of doing the required job must contact the Department 33 or Department 12 Supervisor.

3.6 It is the intent of the parties to continue their long-standing use of College Students to assist with the Company's needs during the Summer Season, with the understanding that sons and daughters of Union employees will continue to receive preference during the hiring process provided they are available to begin work when needed.

3.7 Regular full-time Department 33 and Department 12 Union employees will have the opportunity to train for and then upgrade to higher labor grades prior to Seasonal Employees being assigned.

3.8 Non-student Seasonal Employees may be used if a sufficient number of College Students are not available when needed.

3.9 The rate of pay for the Seasonal Employees will be determined on a yearly basis. The Seasonal Employees will receive only those benefits mandated by law; e.g. Social Security, Workers' Compensation and New York State Disability.

3.10 No Seasonal Employees shall work if any full-time hourly employee is on layoff.

3.11 In the event that it is mutually agreed upon that seasonal employees are used in manufacturing and/or maintenance during the Summer Season, the guidelines of Article 3 shall be followed.

ARTICLE 4

Holidays

4.1 During the term of this contract, each employee covered by this Agreement shall be paid for eight (8) hours at his regular straight time hourly rate for the following holidays when not worked: New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving, last work day before Christmas, Christmas Day, day after Christmas, and day before New Year's Day.

4.2 Whenever any of the above-named holidays fall on Saturday or Sunday, the holiday will be observed on a day mutually agreed upon by the Company and the Union. The Company and the Union will mutually agree to the date of observance for third shift holidays.

4.3 Any employee not having completed his probationary period with the Company shall not be eligible to receive such holiday pay.

4.4 Whenever a holiday falls within the first twenty-one (21) days of an employee's disability leave, the employee will receive the difference between their regular holiday pay and the amount they receive under

New York State Worker's Compensation or Disability coverage. In order to compute this pay difference, the Company will need to determine whether an employee is receiving disability pay and the amount of that pay and this could result in a delay of holiday pay difference. The Company will endeavor to make this payment as promptly as possible. If a holiday falls within the first seven (7) days of an employee's layoff, he shall receive such holiday pay. Employee returning from Sick Leave or Compensable Leave will not receive holiday pay for the last holiday preceding their return to work if they were eligible for disability or compensable injury pay for that day.

ARTICLE 5

Personal Day

5.1 Any employee having completed his probationary period with the Company shall be eligible to receive two (2) personal days off with pay each calendar year. These personal days are intended to be used for personal or family illness, bereavement not defined by Article 19, doctor appointments, school events, volunteerism, and other activities of the employee's choice - the purpose of which is to reduce unexcused absences.

Each of the personal days may be used in half (1/2) day increments, all as call-ins if desired. Each such personal day must be taken within a calendar year or it shall be forfeited. There shall be no carryover from one year to the next. In the event a personal day has not been taken by year end, payment for the day shall be incorporated in the last paycheck of the year.

Effective each year beginning January 1, 1997, one (1) of the Christmas/New Year week holidays will be designated annually as a paid floating holiday/personal day and may be taken in the same fashion as other personal days. An employee may elect to take this day during the holiday shutdown or at another time during the year. A personal day may be taken without advance approval providing normal absentee notification has been made.

However, the Company reserves the right to reinstitute advance approval if it becomes necessary.

ARTICLE 6

Vacations

6.1 An employee shall be entitled to a vacation with pay during the calendar year if they have worked in the current calendar year and have worked 1,000 or more hours in the preceding calendar year, with the exception of employees completing their first years' service who must have worked 1,000 hours or more of actual "on the job hours" in the year preceding their 1st anniversary date to be eligible for vacation. Employees who return from layoff and do not meet the 1,000 hours or more of actual "on the job hours" requirement will be permitted to take time off from work (without pay) for the vacation hours not used prior to their layoff.

6.1A It is understood between the parties that time lost as a result of hospitalization, accidental injury, serious illness, jury duty or authorized union business shall be included for the purpose of computing hours worked in Section 6.1.

6.2 The schedule of the vacation entitlement is as follows:

CONSECUTIVE YEARS OF SERVICE	VACATION PAY WITH ENTITLEMENT
1 yr. but less than 3 yrs.	1 wk. (40 hrs.)
3 yrs. but less than 7 yrs.	2 wks. (80 hrs.)
7 yrs. but less than 15 yrs.	3 wks. (120 hrs.)
15 yrs. but less than 25 yrs.	4 wks. (160 hrs.)
25 yrs. or more	5 wks. (200 hrs.)

Vacation entitlements are effective January 1st, provided the employee has completed one full year of employment. Each employee will receive an additional 6th week (240 total hours) of vacation in their 30th, 35th, 40th, 45th, and 50th anniversary years.

6.3 Any vacation time will be scheduled for eligible employees by the employee giving their notice to the Company by March 1 of their preferences for vacation time. Such preferences shall be honored by the Company in accordance with the employee's company seniority, and in accordance with the Company's production requirements.

6.3A All vacation must be approved in advance by the Department Supervisor except as provided in the Company absentee policy.

6.4 It is the Company's intent to allow as many employees as possible who have earned two weeks' vacation to take two (2) consecutive weeks' vacation anytime during the year, considering the Company's production requirements.

6.5 Any alteration to the schedule developed in Article 6.3 may be honored through the mutual agreement of the employee and the Company with a minimum of two (2) weeks prior notice by the requesting party.

6.6 Vacation pay shall be paid to the employee on the payday preceding the taking of the vacation, if the vacation period is for increments of one (1) week or more. Vacation pay will be paid in 40-hour increments with taxes calculated accordingly. Whenever a holiday falls within that vacation week, the holiday pay will be included in the employee's vacation check. In cases of vacation pre-pay at the beginning of the year, payment will be received in the first pay period following the first full week of that year.

6.6A When an employee takes vacation time off of less than one (1) week, they will receive the vacation pay for the half-day, day or days off in their pay check for that period, providing they have not previously received all of their vacation pay.

6.7 An employee whose seniority is terminated on or after January 1 of a calendar year and who had become eligible for a vacation for that year in accordance with the foregoing paragraphs, shall be paid for his remaining vacation for that year.

An employee retiring on or after January 1 will be considered to have worked in the current calendar year.

6.8 It is the Company's basic intention that all earned vacation will be taken as time off. It is

furthermore agreed that for employees who have vacation time in excess of two weeks, each employee must take at least three quarters (75%) of their earned vacation as vacation time off. By mutual agreement of the Company and the Union, however, an employee eligible for a vacation with pay may be allowed to work instead of taking the remaining earned vacation time off and thereby receive vacation pay in addition to their regular pay.

6.9 It is the Company's intention to hold an annual maintenance shutdown week each year to be scheduled out-side our heavy summer workload. The dates of this shutdown will be around the Christmas Holidays. The Company will notify the workforce of all Holidays and maintenance shutdown days by December 15 of the preceding year. It is possible that production circumstances could be such that a maintenance shutdown would not be taken in a given year.

6.9A In the event an annual maintenance shutdown is scheduled, those employees affected by the shutdown will be allowed to exercise the option of either saving vacation pay or taking the time off without pay.

6.9B Employees who volunteer to work the shutdown will have 30 calendar days on either side of the shutdown in which to take their time off. This time must be taken as consecutive days. Time off must be scheduled and approved.

6.9C Employees who are forced to work the shutdown will have 30 calendar days on either side of the shutdown in which to take their time off and can

take it as individual days. Time off must be scheduled and approved.

6.9D Those employees who are forced to work would be allowed excused time off in the event of a severe medical condition of the Employee or immediate family as defined in the current bereavement clause (Article 19.1).

6.9E In the event that unforeseen production requirements occur, it is the Company's option to cancel the maintenance shutdown at any time. In the event a scheduled shutdown is cancelled or modified, the Company will notify the Union by September 1 of the current year. Those employees who have saved vacation time for this shutdown period would still be allowed to take their planned vacation at this time or reschedule for another time as per Section 6.3 above.

ARTICLE 7

Seniority

7.1 All new employees shall be classified as probationary employees for a period up to but not exceeding ninety (90) days during which time the Company reserves the right to transfer, suspend, or discharge all such employees. Provisions of seniority hereinafter set forth shall not be applicable. In the event such employees are retained after their probationary period, they shall be considered as regular employees and the provisions of seniority as hereinafter set forth shall apply. If an employee is laid off before his probationary period is ended, he shall, if called back to work within forty-five (45)

days, receive credit toward filling his probationary period for the days worked before being laid off.

7.1A The classification of Utility Operator, labor grade 3, will be set up as a temporary classification to allow for timely hiring of new employees. This classification would last for a maximum of twelve (12) months, and only new hires would be allowed to enter this classification.

- Utility operators will be assigned to a department, not necessarily to a classification, for overtime purposes.
- Utility operators will be paid at the labor grade for the classification to which they are assigned.
- Utility operators will be the first employees to be forced out of the department.

7.2 After an employee has passed the required probationary period, all provisions of seniority as hereinafter set forth shall be applicable to such employee and his seniority date shall be the date he originally started to work. In instances of more than one (1) employee starting on the same day, a drawing will be held, and this will determine their seniority rank which will become their seniority ranking. This drawing will take place during the affected employees new hire orientation. The assigned seniority rank numbers will be re-sequenced twice yearly, on February 1 and again on August 1. This re-sequencing will not alter any employee's seniority order. It will serve to reorganize the list.

7.3 Seniority shall be length of service from the last date of hiring. In case of a layoff of five (5) or more days, the following shall apply:

- a. When a reduction in force becomes necessary in a shift and classification, the employees in that shift and classification will be affected in the reverse order of their plant seniority.
- b. As an employee is affected by a reduction in force in his job classification, he may elect:
 1. To accept a layoff, or
 2. To exercise his plant seniority to replace another employee with less seniority.
 3. To exercise his plant seniority to replace another employee with less seniority in the Craft and Group Leader positions provided: he has held the job for a minimum of 12 months and he has held that position within the last three (3) years.
- c. In the event of realignment, a reduction in force, or a “bump”, the Company may elect to increase the headcount in a classification into which an employee bumps.
- d. The classification of Bumped Operator will be set up as a temporary classification to allow for processes of realignment, including “bumps” and job eliminations and will follow these guidelines:

- All efforts will be made to place a Bumped Operator into a job classification as quickly as possible.
- Bumped Operators will automatically be placed on all job bids and will take job bids according to their seniority.
- Any bid out of the Bumped Operator classification will be considered as a free bid.
- Bumped Operators will be assigned to a department, but not necessarily to a classification, for overtime purposes.
- Bumped Operators will be paid the labor grade for the classification to which they are assigned.
- Bumped Operators will be the first employees to be transferred out of the department.
- Bumped Operators will be the least senior employees on their respective shift.

7.4 In case of recalling, no new employee may be hired until all employees with seniority rights have been recalled.

7.5 An employee shall cease to have seniority rights if:

- a. He quits.
- b. He is discharged for just cause.
- c. He fails to report to work within seven (7) days after being recalled from a layoff and the Union has been notified of such fact unless the

Company and the Union mutually agree to the contrary. Recall from a layoff shall be made or confirmed by registered letter with a copy of same to be delivered to the Union.

- d. He shall be absent for a period of five (5) consecutive workdays without notice to the Company explaining such absence with a reason acceptable to the Company unless the Company and the Union mutually agree to the contrary.
- e. He has been laid-off for a period of time, according to the following schedule:

<u>LENGTH OF SERVICE</u>	<u>RECALL</u>
Less than 3 years	3 years
3 years or more	4 years

- f. He shall be on medical leave in excess of 4,160 hours (consecutive or non-consecutive) within a rolling three (3) year period.

7.6 During their terms of office, the Company agrees that eight (8) Union Officers – five (5) consisting of the executive committee and three (3) grievancemen shall, if they have a minimum of two (2) years of seniority, have preferential seniority in the event of layoff or recall. The above two (2) year minimum does not apply to the following Union Officers: President, Vice President, Financial Secretary, Recording Secretary and Treasurer.

7.7 Employees reinstated by the Company within ten (10) working days following notice of quitting, shall preserve full seniority.

7.8 A seniority list shall be posted in each Department within thirty (30) days after the date of this Agreement and copies shall be delivered to the Union. Such lists shall be revised every month and revised copies shall be delivered to the Union.

7.9 Insofar as practicable, workers shall be given preference as to the shifts on which they work according to their seniority status. Employees who have become unable to perform their regular jobs properly by reason of physical handicaps, age or infirmities, may, if suitable work is available, be assigned to same. Employees who have been incapacitated by compensable occupational injury or disease and whose compensation case has not closed, shall be offered employment on other work in the plant that they can perform if same is available.

7.10 In the case of layoffs, other than temporary layoffs, the employee and the Union shall be given three (3) or more working days notice in writing before being laid off due to the lack of work. A temporary layoff is considered to be seven (7) working days or less.

7.11

- a. When a job opening exists, due to lack of bids, etc., it will be offered to the most senior employee on layoff. That employee may elect to accept the job opening or remain on layoff. If they elect not to accept the job opening, we will then offer it to the next most senior employee on layoff under the same options. In the event

the job opening is not elected by one of the employees on lay-off, the least senior employee on layoff must take the job.

- b. An employee electing not to accept a job offered under recall will remain on layoff until the next job opening occurs and is offered to the employee.
- c. The procedure defined in section (a) above will be followed each time a job opening is offered to employees on layoff.
- d. If so desired, employees on layoff may review the offered job opening with the appropriate department supervisor prior to making a decision to take the job opening or remain on layoff. Because of time constraints, this review must occur within one (1) day of being advised of the job opening.
- e. Non-biddable jobs are not subject to the above layoff/recall procedure. Recall to Craft and Group Leader positions will be offered to the most senior employee on layoff who has held the job for a minimum of 12 months and who has held that position within the last four (4) years.
- f. Recall from a layoff shall be made or confirmed by registered letter with a copy of same to be delivered to the Union.

7.12

- a. Temporary transfers of employees are permitted for purpose of expediting production, lack of

work or to fill vacancies caused by absenteeism, illness, injury, vacation or leaves of absence.

b. A temporary transfer shall be assigned to the most senior volunteer in the shift/classification that the Company needs to draw from. If no employee volunteers, the least senior employee from the shift/classification the Company selected to draw from, who is capable of doing the job, shall be selected and assigned. Should the more senior employee not volunteer and is later approached regarding another transfer, that senior employee will have preference on all positions that anyone in their classification has been transferred into within the previous five (5) working days.

b1. Any employee that has been displaced from their bid job through a temporary transfer will not be replaced by another employee without the transferred employee's consent.

b2. Department Generalists will not work in a classification if employees of that classification are on a transfer out of that classification without the transferred employee's consent.

c. Transfers Within or Into Production:

- Temporary transfers of more than 1 hour will be counted as 1 day.
- 60 transfer days out of department maximum.
- 120 transfer days within department maximum.

Transfers Within or Into the Distribution Center and/or Customer Returns:

- Temporary transfers of more than 1 hour will be counted as 1 day.
- 120 transfer days maximum.

In all cases:

- All non-mandatory overtime hours are not considered transfers.
- All shift changes will not be considered transfers.
- While on a shift change any movement into another classification will not be considered a transfer.

c1. For temporary transfers lasting five (5) or more days, verbal notification will be given to the Union prior to the transfers.

c2. If an employee exceeds the thresholds above (7.12c), the employee shall have the option to:

- Return to their bid job. At such time the Joint Job Evaluation Committee will meet to review and update the functions and duties of the position.
- Continue to work in the transferred position for a defined period of time through mutual agreement between the Company, Union and the employee.

d. An employee being transferred shall receive the

higher rate of pay between his regular job and the job into which he is being transferred, as listed on the current wage progression table.

The provisions of Article 7.12 shall not apply in the event of conditions beyond the control of the company.

7.13 Employees who accept a job outside the bargaining unit may return to the bargaining unit within two (2) years of the time they left, but only return to a job where there is a posted vacancy. Employees will forfeit bargaining unit rights (seniority, layoff, bumping, and bidding) for time outside the Bargaining Unit. For purposes of pension and vacation determination, total Company Service will apply.

ARTICLE 8

Job Bidding

8.1 When a vacancy occurs in any classification, it shall be posted three (3) consecutive working days as available for job bidding; posted to include Labor Grade, Rate Range, Shift, Department, General Duties required, approximate number of vacancies and will indicate that the job trial may take place on a different shift than the job is posted for. If a job is posted and there are no bids, the Company may hire within thirty (30) days of when the posting comes down. If there are bids, the Company may hire within thirty (30) days following the last trial period. Employees who are off work due to vacation or other reasons may telephone Human Resources to be advised of current job postings. Any employee presently off due to disability or compensable

injury who wishes to bid a job, must have either a full duty return to work slip –or– a slip with restrictions that are within the scope of the job on file at the time the job is posted. Employees off on compensable injury that have either a full duty return to work slip –or– a slip with restrictions that are within the scope of the job will be advised of current job postings by the Human Resources Department provided such employees have a return to work slip on file or if the person has a medical appointment scheduled within 10 working days of the posting. The employee may register a bid by telephone on any current job postings. It is understood that no job shall be held open for more than a two (2) week period from the date the job comes down from posting. The Union shall be given copies of all job bidding information. All job bid applications shall be made out in duplicate, signed/ witnessed and dated by a member of management. The employee will place the original in the bid box and retain the duplicate copy.

8.2 An employee may bid a total of two (2) times in any twelve (12) month period. The above time constraints may be waived in those cases where there are no other job bids on the job and both the Company and the Union agree. For purposes of this paragraph, a Job Bid is defined as an employee beginning a trial period on a job for which he was awarded a bid. When the employee is awarded the job bid, the Company will try to place the employee on the job within fourteen (14) days, but under no circumstances to exceed thirty (30) days.

8.2A Craft classifications will not be subject to bid. Formal notification will be posted for a three (3) day

period on the Job Bidding Board of all job openings in the Maintenance Trainee Program, and all employees wishing to be considered should complete the standard bid form as outlined in Article 8.1. Candidate selection will be made using an evaluation system based on the candidates' qualifications for the job involved (which includes their seniority, education, past experience, attendance and other factors.) Upon completion of the interview and evaluation process, selection will be made by the Company and reviewed with the Union. Complete details of this evaluation system will be developed and agreed to by both parties prior to the implementation date of January 1, 2008. The Company reserves the right to fill all vacancies in craft classifications from outside hires where, in the opinion of the Company, no qualified employees have expressed an interest in the job. In no case will any such outside hires restrict the upward movement of people within the Maintenance Training Program.

8.3 If two or more employees bid on any such vacancy, the employee having the greatest time seniority shall be given preference and shall be given a trial period not exceeding five (5) days, except in cases where the Company provides to the employee and the Union, specific reasons for the extension. An employee must advise the Company within five (5) days if they wish to return to their previous job, even in those cases where the trial period extends beyond five (5) days.

8.4 If such employee is not able to perform the work satisfactorily, he shall be returned to his former

work and the next most senior employee who had bid the job shall be awarded the vacancy. Once the entire bid list has been exhausted, the Company has thirty (30) days to hire a new employee.

8.5 Whenever an employee bids on another job, either a lower or higher rated job, they will receive the top rate of pay for that job as soon as they are accepted on that job, except that, the rate of pay for employees who have not reached the top rate of pay of a labor grade will remain at their rate of pay when they bid into a higher or lower labor grade job. Employees not at top rate will continue to receive merit increases until they reach the top rate. It is understood that this time period would not exceed 12 months worked from date of hire. Hours lost due to a workers compensation injury/illness will count as hours worked toward merit increases.

8.6 Satisfactory performance shall be consistent with performance demanded by the Company of a new employee.

8.7 New employees may not bid prior to completing twelve (12) months of seniority with the Company. In cases where there are no other bids on an open job, new employees may bid to change shift, within their current classification only, and subject to all other provisions of Article 8.

8.8 Temporary jobs defined as job vacancies lasting ninety (90) days or less, may be filled without posting. The Company agrees that a temporary job will not exist for more than ninety (90) days and further agrees that after ninety (90) days, any such job will be posted

for conventional bidding and the employee assigned to the temporary job will be returned to their job. If the temporary job cannot be filled with existing employees, the temporary job would then be filled by first recalling laid off employees, if any exist, or filling the job with a new hire where no laid off employees exist. The Company agrees to provide the Union with written documentation prior to a temporary transfer of thirty (30) days or more.

ARTICLE 9

Job Descriptions and Job Evaluations

9.1 The Company and the Union will continue to maintain the job description, job classification, and job evaluation procedures already established. This will be done through a cooperative, joint Job Evaluation Committee consisting of four (4) Union and four (4) Company representatives. In the event a new job is established or there is a significant change in the duties of an existing job, either an increase or decrease, a job analysis will be performed and a job description developed. The Job Evaluation committee will review the job description, classify, and evaluate or reevaluate the job. In the event a re-evaluation reduces the labor grade, the employees currently on the job will maintain their current rate of pay as long as they remain on that job. Regarding new jobs, the Company agrees that the committee will review the initial job description and evaluation after six (6) months to assure they are accurate. It is further understood that these job descriptions are only representative of general activities of the job and not inclusive of all job activities that may be required.

9.2 The Union may appoint a Job Evaluation Representative. The Local President will make notice of this appointment in writing to the Employer. The Job Evaluation Representative will be a member of the joint Job Evaluation Committee.

9.3 When the employer creates a new job or changes the work of an existing job substantially enough to cause that work to be placed in a different Job Grade, the Employer will notify the Job Evaluation representative in writing prior to instituting a new evaluation.

9.4 Any dispute that there has been a change in job content or a new job not being properly rated must be submitted in writing, dated and signed by the Job Evaluation Representative within thirty (30) days from the date of the alleged change in the existing job or notification to the Union of the new evaluation. Any dispute that remains unresolved will be subject to the grievance procedure

ARTICLE 10

Leaves of Absence

10.1 A leave of absence, not exceeding six (6) months in any calendar year, will be granted to any employee upon written request for a good cause. However, no seniority shall be accumulated for any leave or leaves of absence exceeding six (6) months within any twelve (12) month period regardless of any other paragraph of this Agreement. The Company agrees to provide the Union with a "Leave of Absence" roster which will be kept updated and will provide: employee's name,

date of leave request, and leave beginning and ending dates, and, with other than medical leaves, give a clarified reason for approval/disapproval, and reason for leave request. This leave of absence policy will be administered as fairly as possible.

10.2 Female employees shall be allowed such maternity leave as deemed medically reasonable and necessary.

10.3 Any Officer, Delegate, or Grievanceman of the Union whose duties in connection with Union activities take him away from his employment with the Company, shall be granted a leave of absence for a period not to exceed six (6) months. Such leave may be extended upon approval of the Company subject to the conditions recited in Paragraph 10.1 above.

10.4 No employee shall be entitled to any pay during any leave of absence.

10.5 Any employee on leave of absence shall be presumed to have quit if he:

- a. Overstays his leave of absence without permission of the Company.
- b. Engages in other employment without the consent of the Company.

10.6 Sick leave, if necessary as indicated by a doctor's certification, shall be limited to 4,160 hours (consecutive or non-consecutive) within a rolling three (3) year period. In the event of prolonged sick leave, no seniority shall accumulate after the first twelve (12)

months of such leave. For employees with five (5) or more years of seniority as of the commencement of a prolonged sick leave, seniority shall accumulate for the full twenty-four (24) months of such sick leave.

10.7 The Family and Medical Leave Act is incorporated into this agreement by reference.

ARTICLE 11

Grievance Procedure

11.1 All differences, disputes and grievances that may arise between the Company and the Union regarding the interpretation or application of the terms of this Agreement, shall be adjusted in the following manner as quickly as possible:

- a. Between the aggrieved employee, the Union Steward or Chief Steward and the Supervisor. If either the Union Steward or Chief Steward or the Supervisor are not available, then it will be handled by a representative of the Company and the Grievance Committeeman. The Supervisor or Company Representative shall give a written answer to the employee and his representative within three (3) working days. This written answer shall be signed by Employee, Steward and Supervisor. If not adjusted satisfactorily the grievance shall proceed to step b. with a written copy being presented to the Human Resource department.
- b. Between the aggrieved Employee's steward, the Grievance Committee of the Union and a

representative of the Company. The Company representative shall give a written answer to the Grievance Committee within five (5) working days after the presentation of a grievance. If the answer is not satisfactory in this step, then it shall move to Step C via a written reply from the Union within five (5) working days of the Company's answer. When an off-shift steward attends a step B meeting, the following time frame will be adhered to: 2nd shift stewards will come for meetings before the start of their shift & use a prearranged work schedule for 1/2 or 1 hour; 3rd shift stewards will come for meetings at the end of their shift & use a prearranged work schedule for 1/2 or 1 hour. The steward will not be charged for the prearranged work schedule.

- c. Between the aggrieved Employee's steward, the Grievance Committee of the Union, a representative of the International Union and a representative of the Company. The Company representative shall give a written answer to the Grievance Committee within five (5) working days after the presentation of a grievance. If the answer is not satisfactory, the grievance, if agreed by both parties (Company and Union), will be presented to Federal Mediation within twenty (20) working days. On the day that the mediation session is concluded, representatives from both the Union & the Company will work with the Mediator to write an agreement on the outcome. If the outcome is "no agreement"

the statement of outcome will read that way. Representatives from both the Union and the Company will sign at that time. If mediation is not agreeable by both parties or if the grievance is not settled by Federal Mediation the grievance may then be submitted to arbitration procedure as set forth in Article 12 following. When an off-shift steward attends a step C meeting, the following time frame will be adhered to: 2nd shift stewards will come for meetings before the start of their shift & use a prearranged work schedule for 1/2 or 1 hour; 3rd shift stewards will come for meetings at the end of their shift & use a pre-arranged work schedule for 1/2 or 1 hour. The steward will not be charged for the prearranged work schedule. In cases of termination or suspension with the intent to discharge, the grievance will be immediately moved to Step C. The Company will make contact with the Union with the intent to schedule a Step C meeting within five (5) working days from receipt of the grievance or the suspended/terminated employee will be placed on paid leave until the Step C meeting takes place.

11.2 Any grievance or dispute must be submitted to the first step of the grievance procedure not later than ten (10) working days after the employee becomes aware of it. In cases involving disciplinary action, the grievance must be submitted to the first step of the grievance procedure not later than ten

(10) working days after the employee receives written documentation of the disciplinary action, and the employee must sign the documentation to acknowledge he has received it. No monetary claim shall be allowed as payable prior to the date the grievance concerning that issue is filed unless it was not reasonably possible for the grievant to know he had grounds for the claim, and in such instance, retroactivity shall be limited to thirty (30) days prior to the date on which the grievance is filed, or sixty (60) days prior regarding issues of back wages.

11.3 In the event of discharge or suspension of an employee by the Company, the Company agrees to notify the Union of the name of the discharged or suspended employee and the reasons for the employee's discharge or suspension. The Company agrees to give such notice prior to the discharge or suspension.

ARTICLE 12

Arbitration

12.1 Should the procedural steps outlined in Article 11 fail to resolve a grievance, the matter may then be submitted to an impartial arbitrator chosen mutually by the Union and the Company from a list of seven (7) qualified arbitrators obtained from the Federal Mediation and Conciliation Service. If agreement cannot be reached on one of the seven arbitrators within ten (10) working days, a choice shall be made as follows: The Union and the Company shall strike one (1) name from the list alternately and the remaining name shall be the arbitrator, if he agrees to serve.

12.2 It is mutually understood and agreed that the arbitrator shall not have the authority to add to, subtract from, or alter in any way whatsoever, any of the express provisions of this Agreement. General wage increases and any of the express provisions of a new Agreement shall not be issues for arbitration.

12.3 It is also understood and agreed that no arbitrator has the power to make any of the provisions of any award effective prior to the date of the dispute that led to said arbitration.

12.4 The decision of the arbitrator shall be final and binding on both parties and all fees and expenses shall be divided equally between the Union and the Company.

12.5 The arbitrator shall render his decision not later than thirty (30) days after the final hearing of the case.

ARTICLE 13

Management Rights

13.1 The Company reserves the vested rights of management and direction of its personnel including the rights to schedule work hours, hire, transfer, suspend, lay off, discharge for just cause and all such other rights and privileges as are not expressly limited by the specific terms of this Agreement, provided that the exercise of such rights shall not conflict with the specific terms of this Agreement.

ARTICLE 14

Safety and Health

14.1 The Company and the Union are committed to providing a safe and healthy work environment and encourage the active involvement and engagement of all employees. To achieve this end, both parties will:

- Establish, implement and maintain safety related programs & procedures.
- Align and educate employees on all significant hazards and the tools necessary to help minimize/eliminate them.
- Design, construct, continuously improve, and operate facilities in a manner which encourages the elimination of work-related injuries and illnesses.
- Ensure that all Cutco Cutlery manufacturing operations are in compliance with applicable safety and health laws and regulations.
- Operate a Safety Leadership Team that will look for opportunities to develop our people and lead them towards the corporate mission of providing a truly exceptional experience for our people through “People First” safety leadership guiding principles.

14.2 The Company and Union will continue to be committed to the operation of a Safety Team structure. That structure will consist of a jointly formed Safety Leadership Team and Business Unit Safety Teams.

The Safety Leadership Team will work according to a Strategic Plan that will be jointly developed and reviewed on an as needed basis. Each team's purpose is to lead the way to a safe and healthy work environment; through prevention, education, leadership development and communication. The Union shall designate one (1) representative as the Union Co-chairman. The Company shall designate one (1) representative as the Company Co-chairman. Representatives shall, as deemed necessary by the committee, participate in legitimate safety and health activities such as, but not limited to, safety related meetings, accident investigations, employee safety complaints, OSHA inspections and walk arounds, after proper notification to their supervisors.

14.3 Safety and health inspections shall be made plantwide at least quarterly to determine the safety and health conditions in the plant. The purpose of the plant inspection shall be to observe such things as, but not limited to:

- Machine Guarding
- Chains and Cables
- Respiratory Equipment
- Ventilation
- Fire and Emergency Equipment
- Adequate Lighting
- Housekeeping Practices
- Personal Hygiene Facilities
- First Aid Stations
- Personal Protective Equipment
- Lockout/Tagout Procedures

14.4 The Safety Leadership Team Co-chairmen shall be present for on the spot investigations in case of serious injury. The joint committee will decide on additional members for such investigations if necessary or warranted. The Union will be kept informed in writing of all lost-time injuries.

14.5 The Safety Leadership Team Co-chairmen will be utilized for all safety related inspections of the plant by state or government officials.

14.6 The Business Unit Safety Teams will help address and develop procedures for safety and health concerns such as the following:

1. Proper protective equipment and apparel.
2. Environmental concerns such as air quality, noise levels, lighting, etc.
3. First-aid policies and procedures.
4. Equipment guarding.
5. Safe work practices.

14.7 The Company agrees to the following for plant injuries necessitating the loss of time to an employee:

- a. If an employee receives an injury while actively engaged at his work which requires the services of a physician he shall receive full pay at his regular hourly rate for all time lost on the date of the first treatment, providing he returns to work immediately after seeing a physician.

- b. If an employee receives an injury while actively engaged at his work which requires the service of a physician and upon the advice of a physician he does not return to work on his regularly scheduled shift on such day, then the employee shall receive pay for such time lost at his regular hourly rate in addition to the time worked on such day.
- c. If an employee receives an injury while actively engaged at his work which requires the service of a physician on days subsequent to the first treatment of such injury, he shall be paid at his regular hourly rate for all such time lost, but not exceeding two (2) hours in any one (1) day. In the event that the employee's treatment is out of town or there are extenuating delays, special arrangements may be made.
- d. If an employee is required to appear at a compensation hearing subsequent to a plant injury, it is agreed that the Company will pay the employee for such time lost at his regular hourly rate for four (4) such hearings only for any one (1) compensation claim. Under extremely unique circumstances, the parties may agree to discuss the four (4) hearing limitations which may then be extended by mutual agreement. The Company will pay the employee for their regular time lost from work while attending the hearing and for reasonable travel time to and from the hearing. The normal allowed time for a local hearing in Olean will

be 20 minutes travel each way and 2 hours each way for a hearing in Buffalo. If there are unique circumstances, the employee should advise the Company in advance whenever possible and the amount of travel time to be reimbursed may be adjusted accordingly.

14.8 The Company and the Union have each made a strong commitment to providing a safe, healthy work environment for all employees; reducing the potential for accidents and injuries; and maintaining a high standard of job performance, attendance and quality at their Olean, NY facility. Both parties are concerned about effects of drugs and alcohol abuse in the workplace. Toward this end, the Company agrees to institute a Drug-Free Workplace Policy according to the guidelines established by the U.S. Department of Labor's Working Partners for an Alcohol-and-Drug-Free Workplace.

14.9 If an employee discovers an unsafe working condition in the plant, he should immediately report the unsafe working condition to his supervisor. If appropriate action is not taken, he should report it to a member of the Safety Team in their specific area.

ARTICLE 15

General: Strike / Lockout

15.1 Each party hereto agrees that there shall be no strike or lockout during the period this Agreement is in force.

ARTICLE 16

Miscellaneous

16.1 The Company shall furnish a bulletin board in each manufacturing building for the exclusive use of the Union for the posting of proper notices and items of interest to its employees.

16.2 A duly accredited full time representative of the Union shall have the right to visit the plant during regular working hours for the purpose of conferring with Union officials and ascertaining conditions of work. Such representative shall not be allowed to visit any department in violation of any government regulation and the Company shall have the right to restrict said representatives from any department at its option. The Company shall not be held liable for any injuries sustained by said Union Representative during such visits.

16.3 Supervisors or others outside the bargaining unit will not do production or maintenance work except such emergency minor maintenance as is presently customary in this Company. In these emergency cases, this work would be done in conjunction with a bargaining unit employee. Supervisors or others outside the Bargaining unit may train Union Employees. When testing a new process / materials or setting up equipment verbal notification will be given to the Union.

16.4 Any employee who is summoned to meet with any management representative in a matter involving disciplinary action or possible disciplinary action

shall be accompanied by a Union Representative unless the employee advises the Union Representative otherwise. In instances where Union representation is waived, the employee will acknowledge it by signing the disciplinary form. For purposes of this Article, disciplinary action is defined as any of the following: verbal warning, written warning, time off (disciplinary suspension) or dismissal. Furthermore, at the request of the appropriate Union Representative, Management will discuss the facts of any case in which a written warning has been issued with the objective of avoiding a subsequent occurrence of similar conduct by the employee involved.

16.4A The Union is willing to attempt to provide union representation in disciplinary matters when needed on shifts where a Union Representative is not present. Where Union Representation is not available the Company will attempt to call the Union President or the Vice President. Such representation shall be at no cost to the Company. Nothing herein precludes the Company from taking disciplinary action without Union representation should none be available through the above approach.

16.4B It is agreed that no warning more than one (1) year old will be used as part of a progressive disciplinary step.

16.4C The Company will continue its current practice of issuing disciplinary action within ten (10) days, but not to exceed fifteen (15) days. In disciplinary matters involving absenteeism the Company agrees to issue

disciplinary action within twenty (20) days of the occurrence or no action will be taken on that incident.

16.5 The Company will give first consideration to having members of the Union continue to perform work which is normally assigned to members of this Bargaining Unit, before sub-contracting work to outside contractors. Before the Company subcontracts work it will discuss and explain to the Union Executive Committee the reason for the subcontracting of such work including maintenance tasks, production work, and all other work which is normally assigned to the Union. In the event of an emergency situation the Company may proceed and advise the Union as soon as possible.

16.6 The Company and the Union Executive Committee shall have an annual meeting to discuss and resolve pertinent issues that may come before the parties concerning the application and the interpretation of the terms of this Agreement. The time and dates shall be mutually agreed upon between the Company Representative and a Representative of the International Union.

ARTICLE 17

Group Leader

17.1 There shall be a Group Leader Classification with the responsibilities of the Group Leader to include (in no particular order):

- Performing required setups of equipment and tools.

- Training new employees and re-instruction of older employees.
- Arranging for tools, supplies and work to be available when necessary.
- Performing quality checks.
- Assisting in planning and assigning of work as instructed by Department Supervisor.
- Performing required paperwork as assigned by Department Supervisor.
- Setting a good example to employees on production, quality, work habits, safety and attendance.
- Performing production work as required, without displacing an operator in that classification on the same shift.
- Communicating, when necessary, with the Quality Control, Maintenance or Planning Departments.
- Informing the Supervisor of production and quality problems, changes, etc. as soon as possible.
- Trouble-shooting problem areas when necessary.

It is mutually agreed that the Group Leader Classifications will not include:

- Hiring, promoting, demoting, suspending,

disciplining or recommending disciplining in any fashion.

- Representing the Company in handling employee grievances.
- Determining jobs or the scheduling of hours, days, and weeks during which members shall work.

17.2 The rate range for the Group Leader classification will be \$.50 - \$.75 per hour over the top labor grade of employees and jobs they are responsible for. The employee must demonstrate proficiency in those jobs to reach top rate.

17.3 The Group Leader Classification will not be subject to bid. Formal notification will be posted for a three (3) day period on the Job Bidding Board of all job openings in the Group Leader Classification, and all employees wishing to be considered should complete the standard bid form as outlined in Article 8.1. Selection will be made using the evaluation system originally established in December of 2004 and included in this collective bargaining agreement by letter of intent.

ARTICLE 18

Wages

18.1 This Agreement constitutes a settlement of all wage issues between the Company and the Union from September 01, 2019 until August 31, 2022.

18.2 A general wage increase of 3.00% above the 08/31/19 labor grade wage shall be made to all

employees covered by this Agreement effective September 01, 2019.

A general wage increase of 2.50% above the 08/31/20 labor grade wage shall be made to all employees covered by this Agreement effective September 01, 2020.

A general wage increase of 2.50% above the 08/31/21 labor grade wage shall be made to all employees covered by this Agreement effective September 01, 2021.

It is the Company's intent that all employees will reach the top of their classification wage rate in twelve (12) months worked. Time off for worker's compensation illness/injury will count toward hours worked for this section.

18.3 The starting wage rate for a new employee will range from the mandated minimum wage to the maximum wage rate of their classification, dependent upon their qualifications. This starting rate shall remain the employee's rate of pay throughout their probationary period. The Company agrees to give each employee a \$.25 per hour increase once they have completed their probationary period. Increases there-after shall be merit increases. There may be special circumstances where an employee may be given an increase higher than \$.25 per hour. Under no circumstances will any increases be given which would cause the hourly rate to exceed the maximum.

18.4 Employees will receive shift differentials according to the following tables:

Table 1 - Shift Differential

Shift Worked	Shift Differential
2nd Shift	\$.55
3rd Shift	\$.55

Employees who work other than their normal shifts during the normal workweek will receive shift differentials as outlined in the following tables. All weekend work will be considered to be at the Company's request.

Table 2 - At The Employee's Request

Employees	Shift Working	Differential
1st Shift	2nd or 3rd Shift	None
2nd Shift	1st Shift	None
2nd Shift	3rd Shift	2nd Shift
3rd Shift	1st Shift	None
3rd Shift	2nd Shift	2nd Shift

Table 3 - At The Company's Request

Employees	Shift Working	Differential
1st Shift	2nd Shift	2nd Shift
1st Shift	3rd Shift	3rd Shift
2nd Shift	1st Shift	2nd Shift
2nd Shift	3rd Shift	3rd Shift
3rd Shift	1st Shift	3rd Shift
3rd Shift	2nd Shift	3rd Shift

18.5 The Company and the Union agree that their mutual interests are best served when long term productivity and wage and benefit improvements are consistent; therefore, they have agreed to cooperate fully in the exploration and installation of methods, techniques, etc. of improving and maintaining productivity.

ARTICLE 19

Death in Family

19.1 The Company agrees to pay an employee at his regular straight time rate for all time lost from work as a result of the death of any of the following of such employee's legal relatives: father, mother, wife, husband, child, or stepchild. It is understood that such payment shall not exceed straight time for more than five (5) consecutive working days of (8) hours each, even though such death and funeral proceedings may span a weekend. In the event of multiple approximately simultaneous deaths of such relatives, such payment shall not exceed straight time for more than ten (10) consecutive working days of eight (8) hours each.

19.2 The Company agrees to pay an employee at his regular straight time rate for all time lost from work as a result of the death of any of the following of such employee's legal relatives: brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, step-father, step-mother, grandparents and grandchildren. It is understood that such payment shall not exceed straight time for more than three (3) consecutive working days of (8) hours each, even though such death and funeral proceedings may span a weekend. In the event of multiple approximately simultaneous deaths of such relatives, such payment shall not exceed straight time for more than five (5) consecutive working days of eight (8) hours each.

19.3 Employees may take two (2) additional days off without pay and no absentee points will be assessed for

the death of one of the following relatives: a brother, sister, brother-in-law or sister-in-law.

19.4 Employees may take the day of the funeral off without pay due to the death of an aunt, uncle, niece, nephew, great-grandparents, step-grandparents, or grand-parents-in-law; and it is understood that this absence will not be assessed points under the absentee policy.

19.5 The Company may, at its option, require adequate proof of such death. It shall not be the Company's intent to "second guess" any employee's need for time off within the framework of Article 19.

ARTICLE 20

Pension Plan

20.1 Effective December 31, 2016, the CUTCO Cutlery Corporate Pension Plan for Hourly Employees becomes "frozen". Pension benefits earned prior to this date remain in effect. No additional pension benefit will accrue after December 31, 2016. The pension factor of \$35.50 per month/per year of service remains in effect through December 2016.

The full provisions of the Plan can be found in the CUTCO Cutlery Corporation Pension Plan for Hourly Employees Summary Plan Description.

20.2 The calculation of pension benefit amounts for all employees retiring after September 01, 1987 will include full credit for all past service with the Company even if they have a break in service with the company. All past years of service will be credited at the pension

factor in effect at the time of their retirement. The Company agrees to every September 1st provide the Union an updated listing of Bargaining Unit personnel so affected.

20.3 Long Term Disability

Current Disability Benefit under the CUTCO Cutlery Corporate Pension Plan for Hourly Employees remains in effect at the time of the pension freeze (December 31, 2016).

New/Additional Benefit Effective January 1, 2017:

- \$37.00 per year of service from January 1, 2017
- Benefit ceases at age 65
- If and when an employee qualifies for Social Security disability, the program will pay back benefit pay (including back pay benefit less any health care premiums due)
- The benefit will not be offset by Social Security disability payments or any other disability benefits.
- The benefit will be self-insured by the Company.

ARTICLE 21

Retirement Bonus

21.1 Employees retiring at age 62 or over with five (5) years of service -or- early retirement taken between age 59 ½ - 62 with ten (10) years of service effective September 1, 2019 or after will receive a retirement bonus. This bonus will be \$100 for every year of service and will be paid out as a lump sum payment at the time of retirement.

ARTICLE 22

401(K) Savings for Retirement Plan

22.1 The Company provides a voluntary 401(K) Savings for Retirement Plan. The major provisions of the plan are outlined below and described in detail in the plan document.

1. Description of Plan

The 401(K) Savings for Retirement Plan is designed to provide eligible employees with an opportunity to increase the value of their earnings and to provide for increased retirement benefits through personal savings and special tax advantages associated with a plan such as this. Monies directed into this Plan are not subject to Federal Income tax or state and local income taxes. Interest and dividend earnings are not taxed until distribution and may be eligible for advantageous five (5) year tax averaging.

2. Eligibility

All bargaining unit employees are covered by this plan on a voluntary basis.

3. Employee Contributions

Contributions may be made either as an ongoing payroll deduction or as a lump contribution at the time of profit share distributions - or both. Maximum contribution will be as allowed by law. Contributions made by you are credited to an account maintained in your name in the Plan.

4. Employer Matching Contributions

Effective 1/1/2019 \$.50/\$1.00 match on up to 8.0% savings.

5. Automatic Company Contribution

Effective 01/01/2020 Automatic Company Contribution of \$2,500 (\$208.33/mth.)

Effective 01/01/2021 Automatic Company Contribution of \$2,600 (\$216.66/mth.)

Effective 01/01/2022 Automatic Company Contribution of \$2,600 (\$216.66/mth.)

Auto contributions will be made on a monthly basis in 1/12 increments at month's end provided the employee is actively employed at the end of the month. The employee will receive the company contribution in the event of a retirement, death of employee or total disability of the employee for the year in which the employee became totally disabled. The contribution cannot exceed the employee's yearly wages. Automatic Company Contributions are not subject to borrowing other than hardship provisions set forth by the Internal Revenue Service.

6. Investment Options

Plan participants shall have the opportunity to allocate their contributions and existing 401(K) account balances among fund options provided by the Company. A listing of all available funds can be found in the Summary Plan Description.

7. Plan Administration

a. General

The Plan shall be administered by the Company and the Company shall assume all administrative costs and be responsible for getting Internal Revenue Service approval.

b. Vesting

1. Employee Contributions

All employee contributions and earnings shall be immediately 100% vested in the participant's account.

2. Company Matching Contributions

The vesting schedule for the Company matching contribution is according to the schedule below:

Contributions Made Prior To 2002:

Years of Service

Vested with Company	Amount
Less than five (5) yrs. of service	0%
Five (5) yrs. or more service	100%

Contributions Made In 2002 and After:

Years of Service

Vested with Company	Amount
Less than three (3) yrs. of service	0%
Three (3) yrs. or more service	100%

The Company's matching contribution is fully vested at Normal Retirement Date, or upon the occurrence of death or disability.

c. Withdrawals

Withdrawals from the Plan are available in the event of retirement, death, disability, termination, or at age 59 1/2.

Employees may borrow up to 50% of their vested balance for hardship situations set forth by the Internal Revenue Service and can be found in the Summary Plan Description.

Employees may borrow up to 25% of their vested balance for any other purpose under the following guidelines:

- Minimum loan of \$1,000.
- Only one loan per year.
- Only two loans at any one time
- Consolidations will not be permitted
- There are no restrictions as to the reason.
- Under no circumstances can more than 50% of the vested balance be borrowed.

ARTICLE 23

Jury Duty

23.1 An employee who is called for jury service shall be excused from work for the days on which he serves, and he shall receive for each such lost day of jury service on which he otherwise would have worked, the difference between eight (8) hours times his average straight time hourly earnings and the payment he receives for jury service. The employee will present adequate proof of such service and the amount of pay received therefore.

ARTICLE 24

Group Health Benefits

24.1 Group Health Insurance - Cost Sharing Both Company and the Union recognize the high cost of healthcare and have agreed to work collectively on an ongoing basis to implement changes within the healthcare plan that will help reduce expenses with the understanding and agreement that benefits will not be reduced.

During the life of this Agreement both the Company and Employees will share in the cost of group health insurance. The Employees' portion of health care cost will be as follows:

1/1/2020 – 13%

1/1/2021 – 14%

1/1/2022 – 15%

Cost sharing will continue as a combination of Premiums and the Profit Sharing Program:

- Monthly Premium Contribution (to be paid weekly over a 50-week period)

	Single Weekly	Single +1 Weekly	Family Weekly
2020	\$13.63	\$27.28	\$40.91
2021	\$14.72	\$29.46	\$44.18
2022	\$15.90	\$31.82	\$47.71

- Profit Share Contribution will consist of the total cost sharing amount, less total premiums collected, shared by the same factor used to determine weekly premiums.
- Beginning in December 2017, the amount due from the profit share program will be collected from the December and March distributions.

24.2 Medical Insurance

The Company offers two (2) group medical plans for hourly employees to choose from. One is a Traditional Indemnity Plan and the other is a Managed Care Plan. Included with both plans is a Dental and Vision

Program. The details of both plans are described in the Summary Plan Description Booklet. The Company has the right to change carriers, but it is understood that there shall be no reduction in the benefits during the duration of this Agreement. All full-time Hourly Employees are eligible for this insurance at completion of their probationary period.

Effective September 1, 2013, the Traditional Indemnity Plan will no longer be available to any person hired after September 1, 2013. Any/all participants enrolled in the Traditional Indemnity Plan program as of September 1, 2013 will be “grandfathered” and continue their coverage in the plan. However, after September 1, 2013 no employee can opt in to the Traditional Indemnity Plan.

Co-Pay charges:

	2019	2020	2021	2022
Generic Drugs	\$5.00	\$8.00	\$9.00	\$10.00
Preferred	\$40.00	\$45.00	\$45.00	\$50.00
Non. Pref.	\$60.00	\$75.00	\$75.00	\$75.00
Office Visit	\$20.00	\$20.00	\$20.00	\$20.00
Urgent Care	\$30.00	\$40.00	\$40.00	\$40.00
ER Visit	\$150.00	\$200.00	\$200.00	\$200.00
Inpatient	\$55.00	\$250.00	\$250.00	\$250.00
Physical Therapy	\$20.00	\$10.00	\$10.00	\$10.00

Effective January 1, 2014, all new prescriptions will follow step therapy practice. Step therapy is an approach intended to help control the costs and risks posed by prescription drugs. The practice begins

medication for a condition with the most cost-effective drug therapy and progresses to other more costly therapies only if necessary.

Effective January 1, 2017, Drug Plan Formulary will follow Express Scripts National Preferred Formulary with Drug Exclusions.

24.3 Spousal Reimbursement

The employed spouse of any Cutco employee eligible for medical insurance coverage with their employer must enroll for single medical insurance coverage with their employer, according to the Cutco Corporation Group Medical Spousal Eligibility Policy. If an employee's spouse is eligible for other coverage and fails to enroll in such coverage, the spouse will not be entitled to any coverage under the Cutco plan.

24.4 Dental Insurance

The Company provides dental insurance to employees and their family members and pays the entire cost of the premium.

There are two (2) dental schedules. One is associated with the Group Medical Indemnity Plan and the other with the Managed Care Plan. Dental Plan improvements of 20% will be implemented January 1, 2020. See your Summary Plan Description Booklet for more details on the dental plan.

The Company agrees to the following dental plan:

Indemnity	HMO	
Yearly Maximum	\$1,575	\$1,850
Orthodontic Life Max.	\$2,500	\$3,050

24.5 Vision Care

The Company agrees to provide the same vision plan for both the Traditional Indemnity Plan and the Managed Care Plan. This vision plan provides for one (1) eye exam per year per person for a \$10 co-pay. In addition, the plan provides for one (1) pair of standard frames and lenses per person every two (2) years for a \$25 co-pay or \$75 allowance towards contact lenses per person. Employees must use a provider who is participating in the plan.

24.6 Group Life and Accidental Death and Dismemberment Insurance Benefits

The amount of Life and AD&D Insurance per employee effective September 01, 2004:

Life Insurance Amount	\$ 50,000
Accidental Death Additional Amount	\$ 50,000
Total Insurance for Accidental Death	\$100,000

The Company provides employees with a voluntary life insurance program. For details on this program contact the Human Resources Department.

24.7 Voluntary Cancer Insurance Program

The Company provides employees with a voluntary cancer insurance program. For details on this program contact the Human Resources Department.

24.8 Retiree Life Insurance

The amount of Life Insurance for retirees is:

Retirement Date	Amt of Life Ins.
9/1/1975 – 8/31/1987	\$2,000.00
9/1/1987 – 8/31/1999	\$3,000.00
9/1/1999 – 8/31/2004	\$6,000.00
9/1/2004 or later	\$7,000.00

24.9 Retiree Medical Insurance

The Company will offer Medical Insurance to retirees at the following discounted COBRA rates for the life of the retiree:

- Not to exceed 75% of COBRA for persons over 65 years of age
- Not to exceed 90% of COBRA for persons over 62 years of age

ARTICLE 25

Flexible Spending Account (FSA)

25.1 The Company agrees to provide a Flexible Spending Account (FSA) plan to be used for health benefits and dependent care.

ARTICLE 26

Safety Wear

26.1 The Company will purchase one (1) pair of prescription safety glasses for each employee during the life of this contract. The company will also provide two (2) free pair of replacement safety lenses during the life of this contract.

Plastic and No-line progressive lenses are included in the above agreement (premium progressive and

polycarbonate are not covered). These are to be divided between the three (3) remaining years. All Company purchased and approved safety glasses must be purchased from a company approved vendor and must have approved permanently attached side shields. All glasses purchased must be accompanied with a letter from the Medical Department. Further details regarding the Cutco Safety Glass Policy are explained in the written policy.

26.2 For all classifications, Cutco Cutlery Corporation will provide an allowance of \$100.00 per year toward the purchase of one pair of company approved Protective Footwear for each employee.

Employees may use payroll deduction up to \$50.00 over two pay periods for additional cost. Purchases in excess of \$150.00 (\$100.00 voucher + \$50.00 payroll deduction) are the responsibility of the employee.

Such Protective Footwear will be purchased from “Blue Collar Work Wear” and must meet or exceed ANSIZ41 (1991).

The above allowance is effective every twelve (12) months from the date of previous purchase.

26.3 The Company will continue to provide Arc-Flash personal protective clothing for all employees required to wear such. This clothing will be provided at no cost to the employee – as called for in current practice.

ARTICLE 27
Employee Assistance Program

27.1 The Company has agreed to provide an Employee Assistance Program for employees, retirees, their spouses, and each covered employee's dependent household members.

ARTICLE 28
Retired Employee

Part-Time Work Program

28.1 The retired Employee Part-Time Work Program is as follows:

1. Both the Company and the Union must agree before a Retired Employee is eligible to participate in this Program. The maximum period a retiree may participate in this program is three (3) consecutive years. If approved, employees may continue to work on their current shift.
2. Retired Employees in this Program must pay Union Dues.
3. The employee's rate of pay will be the rate of pay of the Labor Grade of their job.
4. Under this program the employee, the Union, and the Company will establish a work schedule mutually acceptable to all parties. The maximum number of hours an employee may work under this program is 999 hours per year.

5. No employee in this Program will work overtime unless all other employees qualified to do the job have been asked first.
6. In the event a cutback of the work force would be made, temporary part-time employees would be cut back first.
7. This program will be reviewed annually. During this review the continued eligibility of each participant will be determined.
8. An employee enrolled in this program is not eligible to bid or bump.
9. The following is a schedule of benefits for a participant working at least 900 hours per year. Employees working less hours will receive a pro-rated benefits package.
 - A. Holiday Pay - Participants will be eligible for prorated holiday pay.
 - B. Vacation Pay - Participants will not be eligible for vacation with pay. However, time off without pay can be scheduled through their supervisor.
 - C. Health and Dental Insurance - Employees in this program may purchase Group Health Benefits as per the premium contribution detailed in Article 24.
 - D. Life Insurance - Employees in this program are covered under the Retiree's Life Insurance.

- E. Profit Sharing - Employees in the program will receive Profit Sharing on a pro-rated basis as outlined in the Profit Share Policy for part-time employees.
- F. 401K Savings – Employees may participate in the 401K Savings plan as detailed in Article 22.
- G. Bereavement and Jury Duty - Employees in this Program will be eligible for prorated bereavement and jury duty pay.

ARTICLE 29
Disability Insurance Benefits

29.1 The Company agrees to pay the entire insurance premium which is necessary to provide disability benefits during the life of this agreement as outlined below:

Beginning on the eighth (8th) day of disability, 50% of gross weekly earnings with a minimum of the mandated statutory benefit and maximum of \$400.00 per week for a period of thirty (30) weeks. If the statutory benefit increases beyond the maximum of \$400.00 per week, the benefit to the employee will increase accordingly.

ARTICLE 30
Duration

30.1 This Agreement shall remain in full force and effect until Midnight, August 31, 2022, and shall thereafter be renewed automatically from year to year

provided that either party may give to the other party not less than sixty (60) days written notice prior to the yearly contract expiration date of their intention to terminate, amend or modify this Agreement. Upon receipt of such notice, a conference shall be arranged to be held at a time mutually agreed upon. IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed this 1st day of September, 2019 by their proper officers.

UNITED STEELWORKERS OF AMERICA

By:

Thomas Conway, International President
John E. Shinn, International Secretary/Treasurer
D.R. McCall, International V. P. Administration
Fred Redmond, International V.P. Human Affairs
Del Vitale, Director, District 4
Joseph Vertalino, Staff Representative

CUTCO CUTLERY CORPORATION

By:

James M. Stitt, President and CEO
David J. Koebelin, Vice President & Director of
Human Resources
Timothy C. O'Keefe, Chief Operating Officer
Kathleen L. Shelander, Chief Financial Officer
Jenice L. Simpson, Employee Relations Manager

**UNITED STEELWORKERS OF AMERICA
LOCAL 5429**

By:

Leo E. Reynolds III, President
Edward H. Duggan, Vice President
Robert D. DeLong, Recording Secretary
Carl B. Stone, Financial Secretary
Walter J. Rix, Treasurer
Irvin A. Chase, Negotiating Officer

2019 September 01

Local 5429 USW
Olean, NY 14760

Re: Discontinuing the Use of Time Clocks

In our negotiation of the Labor Agreement dated September 1, 1990, and further agreed to in the subsequent negotiations, the Company reaffirmed its belief that the continued growth and prosperity of the Company is based on a growing trust and loyalty between the Company and its employees. In that regard, the Company feels it is time to take a step that reflects its faith in the trust and loyalty of its employees, and thereby has agreed to discontinue the use of time clocks at Cutco Cutlery Corporation no later than January 1, 1991.

The Company and the Union have agreed that under a "No Time Clock Arrangement" it shall be the responsibility of each individual employee to be at work on time and to fulfill his required working period even though there will be no time clocks. The Company furthermore places its faith in the employee and the employee's supervisor to record those occasions where less than the full day is worked. The exact administrative procedures required to make this concept workable will be developed in the period between September 1, 1990 and January 1, 1991.

In the event that this arrangement is found to be unworkable or undesirable by either party, this agreement may be canceled with a thirty (30) day

notice by either party.

James M. Stitt, President
Cutco Cutlery Corporation

CONFIRMED:

Leo E. Reynolds III

Edward Duggan

Bob DeLong

Carl Stone

Wally Rix

2019 September 01

Local 5429 USW
Olean, NY 14760

Re: Company Paid Physicals

In our negotiation of the Labor Agreement dated September 1, 1993, and further agreed to in the subsequent negotiations, the Company will pay for voluntary periodic physicals for all employees as outlined in the plan titled Preventive Physicals for Employees and dated September 1, 1993.

James M. Stitt, President
Cutco Cutlery Corporation

CONFIRMED:

Leo E. Reynolds III
Edward Duggan
Bob DeLong
Carl Stone
Wally Rix

September 1, 2019

Joe Vertalino - United Steelworkers
305 Cayuga Road
Cheektowaga, NY 14225

Dear Mr. Vertalino:

In response to the letter from U.S.W., District 4 of August 13, 1999, and reaffirmed in subsequent negotiations, we have agreed to check-off and transmit to the Secretary/Treasurer of the United Steelworkers of America Political Action Committee (USW PAC) contributions to the USW

PAC deducted from the earnings of those employees who voluntarily authorize such contributions. It is our understanding that forms for this purpose will be provided by USW PAC.

As you stated, the signing of such USW PAC form and the making of such voluntary contribution are not conditions of membership in the Union or employment with the Company. As also stated, we shall expect the Union to indemnify and save the Company harmless against any and all claims, demands suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with your request.

Please be aware that we will require the check-off deduction be a set dollar amount and it will be deducted once each month on the third regular payday. Employees will be able to elect to sign up or change their deduction amount one time per year. We see these

enrollments occurring in December of each year, with an effective date of January 1 of the following year.

If this letter is acceptable, please sign where indicated below and return it to me.

Sincerely,
James M. Stitt
President
Joe Vertalino, USW

**LETTER OF INTENT
BETWEEN
CUTCO CUTLERY CORPORATION
AND
LOCAL 5429, U.S.W.**

The above parties agree to the following policy regarding employee requested, temporary changes of shifts:

- Employees on any shift may request a shift change of up to and including thirty (30) days per calendar year, with a maximum of ten (10) to be used during the regular work week (Monday through Friday). All thirty may be used on weekends. Changes to other shifts will be contingent upon work flow, production needs, and availability of equipment. These changes can be made to any one of the three (3) shifts. Employees may make these changes one (1) day at a time or in multiple days, up to a total of ten (10) consecutive days.
- Employees may change to another shift for a maximum period of up to twelve (12) consecutive weeks in any calendar year. Only four weeks at one time will be approved, then the change must be renewed. Changes cannot be arranged more than thirty (30) days ahead.
 - These changes will only be allowed in cases where two employees on different shifts, in the same department and classification, mutually agree to “switch” for a certain amount of time.
 - It is the responsibility of the employee

requesting the change to find another employee willing to change shifts. Both employees must then notify their own Supervisor. Initial shift change requests will be reviewed on a first come first served basis.

- Once the initial four (4) weeks of the requested shift change has expired, the opportunity will then become available to all employees in the same department and classification. If multiple employees express interest, selection will be based upon seniority.
- These shift changes may be made only within your own department and classification and will be contingent upon work flow, production needs, and the availability of the equipment necessary to perform your own job.
- The minimum change under this longer term shift change will be one (1) week, beginning on a Monday.
- If either party agreeing to the “switch” changes their mind, both parties must then return to their own shift, following completion of that week.
- Employees may switch with other employees who are off on workers compensation, disability, vacation or other leave of absence. However, if the employee who is off on workers compensation, disability, vacation or other leave of absence returns to work prior to the end of the approved shift change, then the employee receiving the change must return to his own shift, following completion of that week.
- For extenuating circumstances, the 12-week duration may be extended upon mutual

agreement of the Company and the Union.

- All change requests must be submitted at least two (2) regular work days (Monday-Friday) prior to the shift change and no change will be allowed until all parties have approved the request. These requests must be approved by the Company and the Union and the approval form must be signed by the employee, the employee's supervisor, union officer/steward, and the business unit manager. Copies of completed approval forms will be given to the Union.

Example: If you are requesting a shift change beginning on Monday, you will have to submit it by Thursday; if you want to change shifts on Friday, you will have to submit it by Wednesday.

- Employees changing shifts at their request will receive the appropriate shift premium according to Table 2, page 50 of the current bargaining agreement.

CUTCO CUTLERY CORPORATION:

James M. Stitt

David J. Koebelin

LOCAL 5429 U.S.W.:

Leo E. Reynolds III

Edward Duggan

Bob DeLong

Carl Stone

Wally Rix

Date: September 1, 2019

**Letter of Intent
Between
Cutco Cutlery Corporation
And
Local 5429, USW**

Group Leader Selection

In our negotiation of the Labor Agreement of 2004 and subsequent negotiations & indicated in article 17.3 of the Collective Bargaining Agreement, the Company and the Union have agreed upon an evaluation system to be used for the fair and equitable selection of job applicants for Cutco Group Leader positions.

The following procedures will be used to accomplish the selection of applicants:

1. The job will be posted for internal applicants.
2. Posting will be placed on the bid boards. All completed job bids should be deposited in the job bid box.
3. Openings will be posted for three (3) consecutive work days.
4. An initial screening of all candidates will be conducted with particular attention given to:
 - Leadership Skills
 - Teamwork
 - Communication Skills
 - Problem Solving Skills
 - Work Ethic
 - Flexibility/Adaptability

- Interpersonal Skills
5. If there are candidates who have done the job previously (within the last 3 years), they will not be required to undergo the initial screening but will proceed to an interview.
 6. The top 3-5 candidates who advance will be interviewed by the Supervisor, Business Unit Manager and a Human Resources Representative. Positions will be filled with the most qualified candidate based upon the standard evaluation system and who meet job requirements as outlined in the Job Description.

The standard evaluation system will adhere to the following process:

- Applicants will be rated on a scale of 1-5, 5 being the highest rating.
- Defined skills, knowledge and abilities will be weighed on a scale of 1-2, 2 being the highest weight.

Skills, Knowledge and Abilities rated shall be:

Skill / Knowledge / Ability	Weight
<p><u>Overall Knowledge of the Department & Ability to train on departmental operations:</u> *Business Unit Manager and Supervisor to create standardized list of job duties (prior to interview process). List will be used to interview finalist. A percentage can be determined. i.e.:</p> <ul style="list-style-type: none"> - Are you knowledgeable of, and can you train someone on how to press and assemble? - Are you knowledgeable of, and can you train someone on how to grind stops? - Are you knowledgeable of, and can you train someone on how to run the bader blend? - Are you knowledgeable of, and can you train someone on how to operate the lathes? - Are you knowledgeable of, and can you train someone on how to operate the GM2? - Are you knowledgeable of, and can you train someone on how to operate the double header? <ul style="list-style-type: none"> • 0 – 20% = 1 point • 21-40% = 2 points • 41-60% = 3 points • 61-80% = 4 points • 81-100% = 5 points 	2
<p><u>Related Work experience (includes outside experiences):</u></p> <ul style="list-style-type: none"> • No experience = 0 points • Up to 2 years = 1 point • 2 – 4 years = 2 points • 4- 6 years = 3 points • 6-8 years = 4 points • 8 or more years = 5 points 	2
<p><u>Previous Group Leader Experience (specific to Cutco):</u></p> <ul style="list-style-type: none"> • No experience = 0 points • Have Trained Before = 1 point • 0 to 2 years = 2 points • 2 to 3 years = 3 points • 3 to 4 years = 4 points • 5 or more years = 5 points 	1

<u>Attendance (avg. points for past 3 years):</u> <ul style="list-style-type: none"> • 0 thru 1 (Presidents Attendance) = 5 points • >1 thru 3 = 4 points • >3 thru 4 = 3 points • >4 thru 5 = 2 points • >5 thru 7 = 1 point • > 7 thru 11.9 = 0 points 	2
<u>Education & Training: (10 courses = 1 yr.)</u> <ul style="list-style-type: none"> • Less than or equal to High School Graduate = 1 point • .5 – 1 year (post HS) = 2 points • >1 – 2 years (post HS) = 3 points • >2 – 3 years (post HS) = 4 points • >3 – 4 years (post HS) = 5 points 	1
<u>Seniority (specific to Cutco):</u> Years of Service <ul style="list-style-type: none"> • less than 4 years = 1 • 4 years but less than 8 years = 2 • 8 years but less than 12 years = 3 • 12 years but less than 16 years = 4 • 16 years or more = 5 	1

In the event that there is a tie, seniority would be the determining factor.

7. Upon completion of the interview and evaluation process, selection will be made by the Company and reviewed with the Union as agreed to in Article 17.3 of the Collective Bargaining Agreement.
8. If the applicant is accepted on the job, the Human Resources Assistant and the Department Supervisor will complete a payroll change notice which must be signed by the Department Supervisor, Department Manager and checked and initialed by Human Resources before being forwarded to the Payroll Clerk in Accounting

9. In cases where an interim Group Leader is needed, the most senior qualified employee within the department shall be selected. Interim is defined as - position is needed for greater than or equal to one (1) week - but not regular. Day to day upgrades will be made at the discretion of management.
10. Temporary Group Leader postings where the duration of the position is greater than an interim position, but not regular, will be selected from the shift and department where the position is needed, and will adhere to the standard evaluation system as indicated in point number six (6) above.

CUTCO CUTLERY CORP.

Labor Grades

- 18 DIE MAKER 1/C
ELECTRICIAN 1/C
MASTER MECHANIC 1/C
- 16 MASTER ELECTRO MECHANIC
- 14 DIE MAKER
ELECTRICIAN
MASTER MECHANIC
- 13 MAINTENANCE TRAINEE
- 12 MAINTENANCE MECHANIC
MAINTENANCE STORES ATTENDANT/
MECHANIC
- 11 AUTOMATIC MACHINE GRINDER 1/C
AUTO MACHINE GRINDER
BLADE PREP OPERATOR
AUTO CNC OPR-DD/AUTO MACH GRIND
FLATWARE OPERATOR
HANDLE POLISH MACHINE OPERATOR
AUTO HAFT/CNC HANDLE POLISH OPR
TRANSFER POLISH MACH OPR
- 10 AUTO PRESS OPERATOR
BUFFER - HIGH SPEED
BUFFER - REPAIR
CNC PROFILE GRINDING OPR
EDGE FINISHER
FINISHER-DOUBLE HEADER
HEAT TREATER
RECESSED EDGE GRINDER
REPAIR ROOM OPERATOR
SHEAR GRIND OPERATOR
SHEAR DRILL & GRIND OPERATOR
SPORT KNIFE EDGE FINISHER
SPORT KNIFE FINISHER
STOREROOM ATTENDANT
STOREROOM CLERK
UTILITY BUFFER

WAREHOUSE CLERK
 WOOD SHOP OPERATOR
 9 AUTO HAFT OPERATOR
 CUTLER SPECIAL PRODUCTS
 FINISHER - UTILITY
 MAINTENANCE LABORER
 PUNCH PRESS OPERATOR
 RETURN WARE CLERK & INSPECTOR
 SHEAR DRILL OPERATOR
 STOCK CLERK
 8 HARD STRAIGHTENER
 MOLD PRESS OPERATOR
 7 ASSEMBLER-DEPT 5
 ENGRAVER
 HONER/CUTBACK
 SPORT KNIFE ASSEMBLER/INSPECTOR
 ULTRASONIC CLEANING SYS OPR
 6 ASSEMBLER - DEPT 59
 ASSEMBLER - DEPT 6
 CLEANING LINE OPERATOR
 CLEANING LINE OPR/KITCHEN TOOL
 DISTRIBUTION CENTER OPERATOR
 INSPECTOR
 SHEAR FINISHER
 5 ETCHER
 SHIPPING CLERK, RETURN/REPAIR
 3 PACKING CLERK
 BUMPED OPERATOR
 UTILITY OPERATOR
 Misc. GROUP LEADER
 DEPARTMENTAL GENERALIST

WAGE PROGRESSION TABLE

Labor Grade	2019	Effective 9/1/19		Effective 9/1/20		Effective 9/1/21	
		3.0% Increase	Rate	2.5% Increase	Rate	2.5% Increase	Rate
18	\$ 25.18	0.76	\$ 25.94	0.65	\$ 26.59	0.66	\$ 27.25
17	\$ 24.55	0.74	\$ 25.29	0.63	\$ 25.92	0.65	\$ 26.57
16	\$ 24.10	0.72	\$ 24.82	0.62	\$ 25.44	0.64	\$ 26.08
15	\$ 23.78	0.71	\$ 24.49	0.61	\$ 25.10	0.63	\$ 25.73
14	\$ 23.59	0.71	\$ 24.30	0.61	\$ 24.91	0.62	\$ 25.53
13	\$ 23.48	0.70	\$ 24.18	0.60	\$ 24.78	0.62	\$ 25.40
12	\$ 23.32	0.70	\$ 24.02	0.60	\$ 24.62	0.62	\$ 25.24
11	\$ 23.10	0.69	\$ 23.79	0.59	\$ 24.38	0.61	\$ 24.99
10	\$ 22.98	0.69	\$ 23.67	0.59	\$ 24.26	0.61	\$ 24.87
9	\$ 22.91	0.69	\$ 23.60	0.59	\$ 24.19	0.60	\$ 24.79
8	\$ 22.76	0.68	\$ 23.44	0.59	\$ 24.03	0.60	\$ 24.63
7	\$ 22.67	0.68	\$ 23.35	0.58	\$ 23.93	0.60	\$ 24.53
6	\$ 22.57	0.68	\$ 23.25	0.58	\$ 23.83	0.60	\$ 24.43
5	\$ 22.47	0.67	\$ 23.14	0.58	\$ 23.72	0.59	\$ 24.31
4	\$ 22.31	0.67	\$ 22.98	0.57	\$ 23.55	0.59	\$ 24.14
3	\$ 22.20	0.67	\$ 22.87	0.57	\$ 23.44	0.59	\$ 24.03

2019

JANUARY

		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

MARCH

					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

MAY

			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JULY

	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

NOVEMBER

					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

FEBRUARY

					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

APRIL

	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
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JUNE

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AUGUST

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11	12	13	14	15	16	17
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OCTOBER

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DECEMBER

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2020

JANUARY

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MARCH

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MAY

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JULY

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SEPTEMBER

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NOVEMBER

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FEBRUARY

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APRIL

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AUGUST

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OCTOBER

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DECEMBER

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JANUARY

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FEBRUARY

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MARCH

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APRIL

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MAY

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JULY

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AUGUST

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SEPTEMBER

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NOVEMBER

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DECEMBER

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2022

JANUARY

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FEBRUARY

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MARCH

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MAY

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AUGUST

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OCTOBER

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NOVEMBER

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DECEMBER

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18	19	20	21	22	23	24
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UNITED STEELWORKERS
AFL-CIO-CLC



THOMAS CONWAY
INTERNATIONAL PRESIDENT



JOHN E. SHINN
INTERNATIONAL SECRETARY-TREASURER



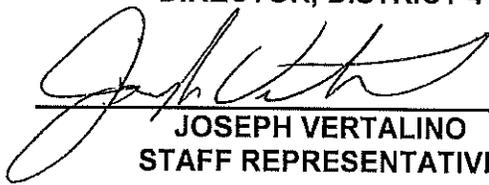
D.R. McCALL
INTERNATIONAL VP, ADMINISTRATION



FRED REDMOND
INTERNATIONAL VP, HUMAN AFFAIRS



DEL VITALE
DIRECTOR, DISTRICT 4



JOSEPH VERTALINO
STAFF REPRESENTATIVE

LOCAL UNION COMMITTEE



LEO E. REYNOLDS III



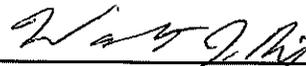
EDWARD H. DUGGAN



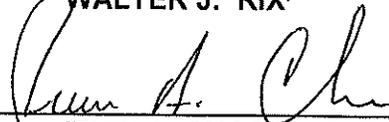
ROBERT D. DELONG



CARL B. STONE

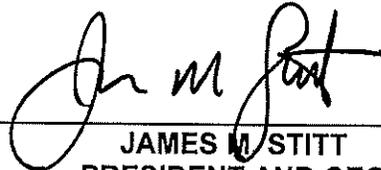


WALTER J. RIX



IRVIN A. CHASE

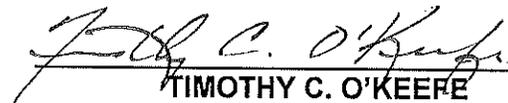
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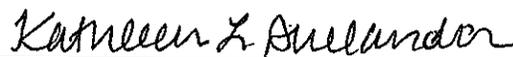
JAMES M. STITT
PRESIDENT AND CEO



DAVID J. KOEBELIN
VICE PRESIDENT & DIRECTOR OF HR



TIMOTHY C. O'KEEFE
CHIEF OPERATING OFFICER



KATHLEEN L. SHELANDER
CHIEF FINANCIAL OFFICER



JENICE L. SIMPSON
EMPLOYEE RELATIONS MANAGER