

CAMBRIDGE

AGREEMENT

Effective 12/1/19 – 12/1/23

between

GCP APPLIED TECHNOLOGIES

Cambridge, Massachusetts

and

INTERNATIONAL CHEMICAL WORKERS UNION COUNCIL,
UFCW, LOCAL NO. 560-C



TABLE OF CONTENTS

	<u>PARAGRAPH NUMBER</u>
CALL AND REPORTING PAY.....	54
DISCRIMINATION.....	5-6
DURATION.....	92
EXISTING CONTRACTS.....	7-9
GRIEVANCES	
Shop Stewards.....	59
Reporting a grievance.....	60
Steps in grievance procedure.....	61
Payment of grievance time.....	62
Arbitration.....	63
Limitations on arbitration.....	64
Abandoned grievances.....	65
Grievances by the Union.....	66
Union-Management Committees and negotiation time.....	67
Permission to attend meetings.....	68
Discharge and penalty layoff procedure.....	69
Delay in reinstatement.....	70
HOURS OF WORK, OVERTIME AND HOLIDAYS	
Definition of "work day" and "work week".....	33
Overtime payments.....	34
Saturday.....	34(a)
Sunday.....	34(b)
Employee's scheduled day off.....	34(c)
Seventh consecutive day.....	34(d)
Holidays and requirements for holiday pay.....	34(e, f, g)
Daily overtime.....	34(h)
Change of work schedule.....	34(i, j)
Weekly overtime.....	34(k)
Pyramiding of overtime.....	34(l)
Rates for computing overtime.....	35
Scheduling and distribution of overtime.....	36
Shift premiums.....	37-38
Meal allowance.....	39
Lunch period during overtime.....	40
Jury duty.....	41
Military leave.....	42

	<u>PARAGRAPH NUMBER</u>
HOURS OF WORK, OVERTIME AND HOLIDAYS (Cont'd)	
Funeral leave.	43
Volunteer time.	44
Rates for each classification.	45
Probationary rates.	46
Wage incentives.	47
Setting of rates.	48
Pay for time lost due to injury.	49
Direct Deposit.	49.1
 INSURANCE.	 86-91
 LAYOFFS	
Occupational groups for layoff purposes.	25-26
Seniority in case of transfer.	27
Layoff procedures.	28
Rehiring procedure.	29
Notice of Layoff.	30
Equalization of work.	31
Employment of permanently disabled employees.	32
 MANAGEMENT	
Management clause.	77
Promotion and transfer policy.	78-83
Guaranteed rate.	84
 RECOGNITION	
Employees covered.	1
Trainees.	2
Production work by Foremen or other persons.	3
Definition of "employee".	4
 RETIREMENT PLAN.	 85
 SAVINGS & INVESTMENT.	 90
 SENIORITY	
Seniority dates.	21
Seniority lists.	21
Retransfers from non-Union to Union jobs.	22
Changes in seniority lists.	23
Conditions for loss of seniority.	24
 STRIKES AND LOCKOUTS, ETC.	
Prohibited acts.	71

	PARAGRAPH <u>NUMBER</u>
Union responsibility.	72
Discharge of participants.	73
Company's right to terminate Agreement.	74
Waiver of Union liability for breach of contract.	75
Grievance on issues of fact.	76
 TOOL ALLOWANCE.	 58
 UNION MEMBERSHIP	
Terms and requirements of membership.	10-11
Definition of "probationary employee".	12
Union Shop provisions.	14
Rehiring of former employees.	15
Notification to Company of terminated employees in bad standing.	 16-17
Notification to Union of layoffs.	18
Leave of absence for Union business.	19
Checkoff provision and form.	20
 VACATIONS AND VACATION PAY	
Employees Eligible for Severance.	50
Determination of vacation pay.	51
Resigned employees.	52
Vacations not cumulative.	53
 WAGES	
Rates for each classification.	45
Probationary rates.	46
Wage incentives.	47
Setting of rates.	48
Pay for time lost due to injury.	49
Direct Deposit.	49.1
 WORKING CONDITIONS	
Maintenance of sanitary conditions.	55
Smoking privilege.	56
Protective equipment.	57
Uniforms.	57.1
Physical Examination.	57.2
 APPENDICES	
Appendix A - Severance Allowance	
Appendix B - Drug Policy	

This Agreement is between GCP Applied Technologies hereinafter called the Company, and the International Chemical Workers Union Council, UFCW, Local 560-C, hereinafter called the Union. It is effective as of December 1, 2019.

RECOGNITION

- (1) Except as otherwise provided in Paragraph (20), the Company hereby recognizes the Union as the exclusive bargaining agent for all Production, Maintenance employees employed by it in its facility at Cambridge, Massachusetts, except: (a) executives, (b) salesmen, sales engineers and sales service men, (c) superintendents, supervisors and foremen, (d) technical- drafting room staff, chemists, laboratory workers, professional workers, and their helpers, (e) office help and clerical staff of all kinds, and (f) watchmen (i.e., guards).
- (2) Persons being trained for one of the foregoing excepted classifications may work in Facility Services to gain training or experience for the better performance of their duties, without coming under this Agreement.
- (3) If it is considered necessary by the Company, Foremen, Supervisors, and other persons excluded from the bargaining unit may work at any job included within the bargaining unit under the following conditions:
 - (a) in instances when employees are not immediately available and prompt action is necessary to prevent or minimize hazardous conditions, damage to facilities or equipment, loss of materials, breakdown, or the like;
 - (b) in the instruction or training of persons employed by the Company;
 - (c) when experimental, development, and other research work is needed; and,
 - (d) if being trained for a job excluded from the bargaining unit.

- (4) The term "employees" or "employee," when used herein, refers only to employees or an employee of the Company for whom the Union is the exclusive bargaining agent.

DISCRIMINATION

- (5) The Company agrees not to discharge or discriminate in any way against any employee for membership in the Union or proper Union activity.
- (6) The Company and the Union agree that there will be no discrimination against any employee or applicant for employment because of race, creed, color, sex, age, national origin or sexual orientation or any other legally protected category of employee. When the pronoun "he" is used herein, it shall refer to either the female or male employee.

EXISTING CONTRACTS

- (7) The Union acknowledges the right of the Company to require from each employee an Employment Contract which safeguards the property, formulae, and trade secrets of the Company, but which does not limit the employee's right to collective bargaining.
- (8) Existing Employment Contracts are unaffected by this agreement, and shall unless changed by mutual consent, continue in accordance with their terms.
- (9) If there is at any time conflict between the wage provisions of this Agreement and the provisions of Employment Contracts, the wage provisions of this Agreement shall govern.

UNION MEMBERSHIP

- (10) All employees, except probationary employees, are entitled to become members of the Union upon the same terms, except as to initiation fees and dues, as those upon which the original members were admitted. Probationary employees and persons in the excepted classifications are not eligible to become or to remain members of the Union.
- (11) All employees that are specified in (a) and (b) below shall be required to join the Union, and having joined shall, except as otherwise provided by law, remain members in good standing in the Union as a condition of employment within the bargaining unit:
 - (a) Employees who are not probationary employees, after the expiration of thirty (30) days from the date this paragraph becomes effective;
 - (b) Probationary employees -- upon the expiration of their probationary period or after the expiration of thirty (30) days from the date this paragraph becomes effective, whichever occurs later.
- (12) Probationary employees are those employees who have not completed three hundred and twenty (320) hours of actual work for the Company during one period of continuous employment. Temporary summer employees have only one probationary period.
- (13) On the first Monday after they become eligible, the Company will furnish the Union with a list of employees who have become eligible for Union membership during the past week.
- (14) If any employee does not apply to become a member of the Union within ten (10) days of the date on which he becomes eligible for membership, the Union may notify the Company of this in writing. If the employee does not join the Union

within ten (10) days after the Company receives this written notice, his employment will be terminated immediately, unless the employee has returned from a military leave of absence and termination is forbidden by law. Eligible employees who voluntarily discontinue their Union membership after having joined the Union will not be retained in the Company's employment.

- (15) A former employee, if rehired, will (except where the law requires otherwise or unless the Executive Committee of the Union and the Company specifically agree to the contrary in writing) be treated as a probationary employee with no hours of work at the time of rehiring:
- (a) if he was a probationary employee when he last left, except that if any such employee is rehired within ten (10) weeks from the date of his layoff, the continuity of his employment shall not be considered broken by the layoff and he will retain the number of hours of actual work since his most recent hiring standing to his credit at the date of his layoff; or,
 - (b) if he was discharged when he last left; or,
 - (c) if he was a Union member not in good standing when he last left.
- (16) Within one (1) month of their leaving the employ of the Company, the Union will furnish the Company with the names of employees who were Union members not in good standing at the time of leaving.
- (17) The Company will not, except where the law requires otherwise, re-employ a person who was a Union member not in good standing at the time he last left the Company if the President of the Union objects within twenty-four (24) hours after he is notified of the Company's intention to re-employ such a person.

- (18) The Union will be notified of all employees removed or laid off on or before the second Monday after their removal or layoff.
- (19) For the purpose of enabling them to transact Union business requiring their absence, the Company will grant leave of absence without pay for a reasonable time in each year to employees elected by the Union to represent it in the transactions of such Union business, provided:
- (a) that the Company is given reasonable advance notice in writing of the desired leave of absence, and,
 - (b) that not more than two employees will be granted such leave at the same time. This provision may be waived in any particular instance by mutual written agreement between the Company and the Union.
- (20) The Company will recognize and honor written and signed assignments and requests by individual Union members directing and empowering the Company to deduct from the pay of such Union member and transmit same to the office of Local No. 560-C Union membership dues in such amounts as shall be fixed pursuant to the By-Laws and the Constitution of the Union. Deductions will be made on a weekly basis. If a Union member receives no paycheck on this day, his dues will be deducted from the next pay check he receives. The total amount so deducted during each month shall be transmitted to the Union or its nominee not later than the tenth (10) day of the following month. The form of such written assignment and request shall be as follows:

ASSIGNMENT

.....20..

"To GCP Applied Technologies" (as appropriate)

I hereby authorize and request you to deduct from my pay membership dues in the amount fixed pursuant to the Constitution and the By-Laws of the Union and to forward same to the Treasurer or other nominee of the Union. This authorization is valid only while I am an employee of the Company at Cambridge, Massachusetts, and shall be irrevocable for a period of one year from date hereof or until the termination date of the present Agreement between the Company and the International Chemical Workers Union Council, UFCW, Local No. 560-C, whichever occurs sooner and I direct that this assignment shall be automatically renewed and agree that it shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective Agreement between the Company and the Union whichever shall be shorter unless written notice is given by me to the Company not more than twenty (20) and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Company and the Union, whichever occurs sooner."

.....
Signature of Employee

.....
Address

Witness

The Company will notify the Union promptly of any written notices received by it from employees revoking their authorization to deduct membership dues from their pay.

SENIORITY

- (21) The Company will prepare and keep available to a representative of the Union a separate seniority list for the unit. Seniority dates shall be the date of joining the Union.
- (22) Employees who transfer to jobs within the Company outside the bargaining unit, and return to bargaining unit jobs within six (6) months, will have the same seniority date they had at the time they transferred out of the bargaining unit.
- (23) The Company shall change the seniority lists as necessary because of changes in the membership list and shall not change the lists except:
 - (a) to correct errors in the lists at the time they were compiled.
 - (b) to add in their proper place the names of employees as they become Union members.
- (24) An employee will, unless the Executive Committee of the Union and the Company specifically agree to the contrary in writing, lose (except as otherwise provided by law) all seniority and re-employment rights he has if:
 - (a) upon being called back to work after being laid off, he fails either (a) to notify the Company within twenty-four (24) hours that he intends to return to work or (b) to report for work within seven (7) calendar days after being called back;

- (b) he is properly discharged;
- (c) he resigns or abandons his employment;
- (d) he takes an unauthorized leave of absence of one week or more, except for sickness or industrial accident;
- (e) a period of eighteen (18) months elapses since he last worked for the Company;
- (f) he takes employment elsewhere during an authorized leave of absence or during an unauthorized absence;
- (g) he does not return to work at the expiration of a leave of absence granted him, or any extensions thereof.

LAYOFFS

- (25) Layoffs will be by subgroups within the occupational groups. The following will constitute the occupational groups and subgroups for the purpose of layoffs:
- (a) Facility Services Employees
 - Lead Utility Worker and General Utility Worker
 - Maintenance Electrician (Licensed)
 - HVAC Technician (Licensed)
 - General Maintenance and Maintenance Foreman
- (26) When he has the necessary capability, knowledge and skills, arrangements will be made for a Union member who would otherwise be laid off to take the place of a probationary employee in another occupational group or subgroup.
- (27) An employee transferring from one occupational group or subgroup to another will take with him his seniority for purposes of layoff.

- (28) Subject to the special rules stated above where applicable, the following rules will be applied.

When layoffs become necessary in any occupational group or subgroup, probationary employees will be laid off first. Then, among employees with seniority, the order will be on the basis of straight seniority within the subgroup of the occupational group, subject to the Company's right to retain at all times employees with the occupational qualifications and experience required. The Union may challenge such retention of employees by the Company through the Grievance Procedure.

- (29) When they have the necessary capability, knowledge, skill, and training, arrangements will be made to rehire laid off Union members in the order of their seniority in their respective occupational groups or subgroups.
- (30) Whenever possible, employees to be laid off for lack of work will be given, in writing, five (5) working days' notice of such layoff, or such additional notice, which in the exclusive judgement of the Company is reasonable under the circumstances. A copy of each such notice will be furnished the Union on the day such notice is given.
- (31) After all employees in any group or subgroup with less than ten (10) years' seniority have been laid off, the Company and the Union will negotiate whether or not business conditions warrant any equalization of work insofar as possible down to thirty-two (32) hours per week for that group or subgroup and no further.
- (32) The Union agrees to cooperate fully with the Company in providing employment for employees who become disabled while in the employ of the Company.

This does not mean that the Company in any way guarantees employment to any person, whether disabled or not.

HOURS OF WORK
OVERTIME AND HOLIDAYS

- (33) The work day shall begin at 7:30 a.m. and the work week shall begin at 7:30 a.m. on Monday. Any assignment which begins not more than two (2) hours before 7:30 a.m. shall be considered as part of the succeeding day. The normal work week will be Monday through Friday except for four-shift operations.
- (34) Hourly rate employees shall be paid:
- (a) At one and one-half (1 1/2) times the rate shown in Paragraph (46) for all hours worked during the twenty-four (24) hours starting at 7:30 a.m. on Saturday.
 - (b) At twice the rate shown in Paragraph (46) for all the hours worked during the twenty-four (24) hours starting at 7:30 a.m. on Sunday, except that for those jobs scheduled on a four-shift basis, hours worked on Sunday shall be paid for at one and one-half (1 1/2) times the rate shown in Paragraph (46).
 - (c) At one and one-half (1 1/2) times the rate shown in Paragraph (46) for all hours worked during the twenty-four (24) hours starting at 7:30 a.m. on an employee's scheduled day off provided that such employee's job is scheduled on a four-shift basis.
 - (d) At twice the rate shown in Paragraph (46) for all hours worked during the twenty-four (24) hours starting at 7:30 a.m. on the seventh consecutive day of the work week. The referenced holidays in Paragraph (35)(g) herein shall count as days worked for the purpose of determining whether work is done on the seventh consecutive day of the work week, whether work is actually performed on those holidays or not.

- (e) Two and one-half (2 1/2) times the rate shown in Paragraph (46) for all hours worked during the twenty-four (24) hours starting at 7:30 a.m. on Easter Sunday.
- (f) For one (1) shift (not exceeding the number of straight-time hours included in the employee's normal shift) at the rate shown in Paragraph (46) if they are not required to work, but would have been required to work except for the day being a holiday, and at two and one-half (2 1/2) times the rate shown in Paragraph (46) for all hours worked, during the twenty-four (24) hours starting at 7:30 a.m. on each of the following holidays (or on the succeeding day if the holiday is celebrated on the succeeding day):
- (g) Employees shall be entitled to the same holidays as the Cambridge salaried employees.

In order to receive pay for a holiday when not worked, the employee must work his shift on his last working day before the holiday and his shift on his first working day after the holiday, except as follows:

- (1) An employee who is absent one but not both of these working days by reason of illness will nevertheless receive holiday pay unless he does not present a doctor's certificate if requested to do so, within three (3) working days after his return to work.
- (2) An employee who works at least one (1) full shift during the week in which a holiday is celebrated and is subsequently laid off in that same week shall receive holiday pay.
- (3) An employee who works either the day before or the day after the holiday, but is absent on the other day because of an authorized leave of absence granted to him by the Company at least one week in advance of the holiday, shall receive holiday pay.

An employee who is asked at least four (4) calendar days in advance to work on one of these eleven (11) holidays, and who refuses will not receive pay for that holiday.

If an employee is required to work only a part of his shift on any of these eleven (11) holidays, he will be paid for that holiday at two and one-half (2 1/2) times the rate shown in Paragraph (46) for all hours worked, and at the rate shown in Paragraph (46) for the balance of the shift. Holiday time paid for but not worked will be counted as time worked in computing hours worked during the work week. Except in emergencies, or to take care of special requirements of Production, Maintenance, or Safety, it is expected that no work will be performed on any of the eleven (11) holidays enumerated above, and that a minimum of work will be performed on Saturdays.

- (h) At one and one-half (1 1/2) times the rate shown in Paragraph (46) for all hours in excess of eight (8) worked in any one work day or in any consecutive sixteen (16) hours (except when such hours are worked on days listed in (a), (b), (c), (d), (e), and (f) above).
- (i) At one and one-half (1 1/2) times the rate shown in Paragraph (46) for all hours worked outside of the hours assigned to the employee on the posted applicable labor schedule (to be posted weekly by the Company) on the first day he works such outside hours during the week, except that no payment under this subparagraph (h) shall be required for such outside hours:
 - (1) to the extent that they carry premium pay for reason of the provisions of (a), (b), (c), (d), (e), (f), or (g) above;
 - (2) if they worked at the employee's own request;

- (3) if the employee had the opportunity to also work his scheduled working hours on the first day he works such outside hours during the week;
 - (4) if the assignment which includes the outside hours begins not more than two hours before or after the starting time of the employee's originally scheduled assignment for that day.
-
- (j) At one and one-half (1 1/2) times the rate shown in Paragraph (46) for hours in excess of forty (40) worked in any one work week. In computing the number of hours in any work week for which employees are entitled to time and one-half pursuant to this Paragraph, the Company will deduct all hours worked during the week for which employees were paid premium or overtime rates pursuant to (a), (b), (c), (d), (e), (f), (g), or (h) above.
 - (k) At one and one-half (1 1/2) times the rate shown in Paragraph (46) for all hours worked on his next regularly scheduled straight time day to an employee who is assigned to work outside his normal schedule and this assignment is canceled after the employee leaves the Plant on his last working day.
 - (l) The purpose of the above is to be sure that there will be no pyramiding of premium and overtime rates.
-
- (35) Payments made to an employee under any of the provisions of Paragraph (34) above, except payments for time not worked, shall be computed on the basis of (a) the rate of the job to which that employee is permanently assigned or (b) the rate of the job on which he is working such overtime, whichever is greater. Payments for holiday time not worked shall be computed on the basis (c) the rate of the job to which the employee is permanently assigned or temporary assignment on each working day of the week in which the holiday was celebrated, at the rate for the

temporary assignment at which the employee worked the most number of hours during the week or (e) if the employee was not on temporary assignment on each such day but was on temporary assignment on the working day immediately before and the working day immediately after the day on which the holiday was celebrated and he was on the same temporary assignment on each of these two days, at the rate for the temporary assignment, whichever of (c), (d), or (e) is the highest.

- (36) It is the sole prerogative of the Company to determine when overtime shall be worked. The company will divide overtime equitably whenever practical.
- (37) Hourly-rate employees who work four (4) or more of their straight-time hours between 3:30 p.m. and 11:30 p.m. shall be paid a premium of twenty (20) cents per hour for work on their shift, and for additional hours worked directly before or directly after their shift.
- (38) Hourly-rate employees who work four (4) or more of their straight-time hours between 11:30 p.m. and 7:30 p.m. shall be paid a premium of thirty (30) cents per hour for work on their shift, and for additional hours worked directly before or directly after their shift.
- (39) An employee whose scheduled shift is longer than ten (10) hours, (or at least 8 hours on Saturday), and an employee who is asked to extend a shorter scheduled shift by more than two (2) hours will be paid a meal allowance of five dollars (\$5.00), or up to ten dollars (\$10.00) with an appropriate receipt.
- (40) If an employee takes time off the job to eat during overtime work, he will punch out during this time. The employee while doing overtime work is not entitled to the regular shift lunch period.

(41) If an employee (other than a probationary employee) is required to serve as a juror in any legally constituted court, the Company will assign him to the day shift for the period of his jury service and will on any day (Monday through Friday) when he would have been scheduled to work had he not been a juror, pay him the difference between his earnings as such juror and the normal straight-time earnings for that job on the day shift. To be eligible for such payments, the employee must fulfill the following requirements:

- (a) Notify his Supervisor on the first working day after receipt of notice to report for jury duty.
- (b) Furnish a written statement from the appropriate public official showing the date and time he served as a juror and all payments received by him for such service.
- (c) Report for work promptly on any regular working day when he is excused from jury duty before 12:00 Noon or on any regular working day when he has been excused in advance from jury duty.

It is understood that any earnings of an employee for straight-time hours which he works on a day when he has been excused from jury duty are credited toward any payment that may be due under this Paragraph. It is further understood that the Company is not obligated by this Paragraph to make any payments to an individual for a period of jury duty which extends beyond the third month of such duty.

(42) Military Leaves of Absence for temporary training duty are granted upon request to employees in the Armed Forces, Reserves, or the National Guard. Such leaves shall normally not exceed two (2) weeks in any one calendar year.

If any employee chooses not to use his vacation for this purpose, the Company will pay the difference between his base military pay and his straight-time hourly rate for the period of temporary duty up to a maximum of ten (10) days. The employee must present a statement of his base military pay earned during this period of temporary training in order to receive payment.

- (43) An employee who is absent from work because of the death of one of the relatives listed below, will be paid up to a maximum of three (3) regular work days. Payment will be at the straight-time rate of the job to which he is permanently assigned. This policy applies in the case of the death of the employee's own:

Father	Sister
Mother	Husband
Brother	Wife
Child	Father-In-Law
Mother-In-Law	Daughter-In-Law
Son-In-Law	Grandchild

The policy also applies, up to a maximum of one (1) day for an employee who is absent from work on his regularly scheduled work day to attend the funeral services of his:

Sister-In-Law	Grandparent
Brother-In-Law	

This 1 day leave may be extended up to a maximum of three (3) days, if in the sole discretion of the Company, the attendant circumstances of a particular case warrant such an extension. Letter on file extending funeral leave above what is stated in contract at Company discretion.

- (44) An employee will be allowed one (1) day (8 hours) of paid leave per year to participate in volunteer activities sponsored by the United Way, or other organizations approved by the Company provided, however, that the Company

reserves the right to schedule such leave as business conditions permit.

WAGES

(45) Rates of pay for hourly-rate employees will be in accordance with the below job compensation schedule. An employee's rate for any day will be determined by the classification in which he works the greater part of the shift.

		<u>Hourly Rates of Pay</u>			
		<u>Effective Dates</u>			
		<u>12/1/19</u>	<u>12/1/20</u>	<u>12/1/21</u>	<u>12/1/22</u>
(a)	<u>Facility Services</u>				
	• Maintenance Electrician (Licensed)	37.03	37.96	39.10	40.27
	• HVAC Technician (Licensed)	37.03	37.96	39.10	40.27
	• Maintenance Foreman (non-supervisory)	42.64	43.77	45.02	46.37
	• General Maintenance	33.25	34.19	35.21	36.27
	• General Utility Worker	29.98	30.73	31.65	32.60
	• Lead Utility Worker	31.19	31.97	32.93	33.92

*For General Utility and Lead Utility job classifications create, for each, new hire pay rates of \$6.00 (six dollars) an hour less than the current Hourly Rates of Pay schedule in the contract. The New Hire Rate Schedule will apply for all new hires after December 1, 2012 and apply for the full course of employment with the Company while such employees perform these jobs. Employees on the payroll as of November 30, 2012 will not be affected or displaced based on the New Hire Rate of Pay.

**Facility Services occupational group employees in a craft position will be eligible for a five percent (5%) increase in hourly rate for each State of Massachusetts active license, beyond that already required or held for their current trade, with a maximum increase of ten percent (10%) for up to two (2) additional licenses. The categories of licenses included for this premium are Plumbing, Pipefitting, HVAC, Electrical and Sheet Metal. For clarification, any Facilities Services group employee in a craft position with one (1) active MA license in one (1) of these categories would be paid the contractual rate for the job they hold and not qualify for this premium for additional licenses.

(46) The straight-time rate for probationary employees may at the option of the Company, be five (5) cents less than the minimum rates for the applicable classifications specified in Paragraph (45).

- (47) The Company can, after discussion with the Union, introduce or discontinue additional wage incentives over and above the base rate for any job on the basis of measured accomplishment. There will be no change in the basis of the present incentive system without the agreement of the Union.
- (48) The straight-time rates for new, changed, and combined jobs within the bargaining unit, shall be determined by the Company from among those rates provided for in Paragraph (45).

The Union may challenge the rates so determined through the grievance procedure, starting at Step 2, at any time within thirty (30) days after the rate becomes effective. The Company will notify the Union of any new rate on or before the date on which the rate becomes effective. If any change in the rate results, the change will be retroactive to the date the rate was put into effect by the Company, or the date the Union requested the job to be re-evaluated whichever date is earlier.

- (49) An employee who, while at work receives an injury which necessitates his leaving the Plant for the balance of that shift, will be paid for the balance of that shift at the rate at which he would have worked if the injury had not occurred.
- (49.1) Employees shall be paid by direct deposit to designated accounts at recognized banking institutions, authorized to accept electronic transfers. Each employee shall be required to execute an appropriate direct deposit authorization within 6 months from the effective date of this Agreement. Pay stubs will be available online via home or Company computers. Employees may also authorize the Company to access and print pay stubs at the plant.

VACATIONS AND VACATION PAY

- (50) Employees who become eligible for severance pay pursuant to Appendix A hereof, shall be eligible for full vacation pay, less any vacation time taken during the year of the closing.
- (51) Vacation pay for employees who are entitled to such pay is determined as follows:
- (a) An employee with less than one (1) year of service who was hired prior to June 1, shall receive five (5) days of paid vacation. An employee with less than one (1) year of service who was hired on or after June 1, shall receive one day of pay per month of service, up to a maximum of five days.
 - (b) An employee shall receive one (1) week's vacation pay if, on June 1, he has completed one (1) year but less than two (2) years of continuous service with the Company since his most recent hiring.
 - (c) An employee shall receive two (2) weeks' vacation pay if, on December 31, he has completed two (2) years of continuous service with the Company since his most recent hiring.
 - (d) An employee shall receive three (3) weeks of vacation pay if on December 31 of that year, he has completed five (5) years of continuous service with the Company since his most recent hiring.
 - (e) An employee shall receive four (4) weeks' vacation pay if, on December 31 he has completed ten (10) years of continuous service with the Company since his most recent hiring. The fourth week of vacation shall be scheduled in accordance with the provisions of applicable Company policy.
 - (f) An employee shall receive five (5) weeks' vacation pay if, on December 31, he has completed twenty (20) years of continuous service with the Company since his most recent hiring. The fifth week of vacation shall be scheduled in accordance with the provisions of applicable Company policy.
 - (g) Vacations shall be paid at two percent of the employee's gross earnings during the calendar year preceding the year in which vacation is taken, but

not less than forty (40) hours pay. Any employee may take his third (3rd) and fifth (5th) weeks of vacation in single days, but will still receive his vacation pay at the two percent but not less than forty hours per week pay level for each day of vacation taken.

- (h) Continuous service shall be considered to be broken by any of the conditions listed in Paragraph (24).
- (52) An employee entitled to vacation pay who resigns between June 1 and December 31 in any year and before receiving his vacation is entitled to vacation pay in accordance with Paragraph (51). An employee who resigns shall be entitled to vacation pay for that year in which they retire in accordance with Paragraph (51) above.
- (53) (a) Vacations are not cumulative from year to year.
- (b) With the approval of the supervisor and with a minimum of forty-eight (48) hours advance notice, vacation may be granted in increments of one-half day, up to a maximum of ten (10) one-half days per year.
- (c) Subject to the approval of the department head based on business conditions permitting, an employee may be allowed to carry over up to five (5) days of unused vacation into as subsequent calendar year. Such days shall not be cumulative. If in the subsequent year the employee is not permitted to take the week that was carried over, he will be paid at his vacation rate in lieu thereof.

CALL AND REPORTING PAY

- (54) (a) An employee who, on prompt arrival when called is not put to work, or is put to work for less than four (4) hours, will receive four (4) hours of straight-time pay or pay for the hours actually worked, whichever is greater.

- (b) Unless otherwise notified, an employee who on prompt arrival when scheduled to report for work, is not put to work, or is put to work for less than four (4) hours will receive four (4) hours of straight-time pay or pay for the hours actually worked, whichever is greater.
- (c) On occasion when the Cambridge salaried employees are allowed to leave early due to adverse weather conditions, unit employees who are permitted to leave early will have the option of either no pay for hours not worked, or vacation pay unless the Governor declares a state of emergency in which event such employees will be paid. This provision will not affect what they may be otherwise entitled to for reporting pay under Paragraph 56(b).

WORKING CONDITIONS

- (55) The Company agrees to provide, as in the past, proper sanitary health and working conditions in accordance with the laws of the Commonwealth of Massachusetts.
- (56) The privilege of smoking is restricted to designated areas in conformance with City ordinance.
- (57) Upon request, the Company will provide equipment listed below, where needed, to protect employees against injury or against excessive damage to clothing. It will be loaned without charge, and replaced without charge when returned unfit for further use. It will remain the property of the Company, and will be returned to the Company on demand. The Union agrees to assist the Company in the enforcement of Plant rules regarding the wearing of protective devices, where the wearing of such devices is necessary. The Company will provide:
 - (a) Gloves -- in those places where necessary because of handling corrosive materials, or where there is a degree of heat or cold which would be likely to freeze, burn or blister the skin.

- (b) Rubber boots -- in places where wetness or corrosive materials would ruin ordinary shoes.
- (c) Rubber aprons -- in places where splashing or dripping from wet objects would soak through clothing.
- (d) Respirators -- in places where dust conditions prevail, and elsewhere if desired.
- (e) Goggles -- where eye protection is needed.
- (f) Sweat bands -- where needed.
- (g) One pair of safety shoes per year, or more if necessary in the judgement of the Company.

57.1 The Company provides uniforms through a rental service, and the Company cleans and maintains the uniforms at the Company's expense. If an employee is issued a uniform, he will be expected to wear it. The Company will provide a one-time allowance of up to \$200 during the term of the contract to be used for winter gear, such as pants, jackets gloves and/or hats. Employees will be reimbursed for purchases upon providing a receipt

57.2. It is the policy of the Company that employment of any new employee be contingent upon the satisfactory completion of a physical examination performed by a physician of the Company's choosing, to include tests for the use of illegal drugs and other mind-altering substances (as per Appendix B).

Current employees will be subject to a program of periodic physical examinations and/or medical tests appropriate to monitor exposure to known or suspected health risks occurring in the work environment. Each employee will be given a copy of his individual test results and a review of such results by the Company's examining physician.

Nothing in this policy shall be construed as obviating responsibility for compliance with Federal, State and local laws and regulations with respect to health and safety

and fair employment practices, and the implementation of this policy shall be accomplished in accordance with such laws.

TOOL ALLOWANCE

- (58) An employee in a craft position shall be entitled to receive an annual tool allowance for the purpose of purchasing tools needed in the performance of his work in accordance with the amounts specified in the schedule contained herein. The tools are to be purchased through the Company. To qualify for this allowance, an employee must have completed one (1) year of service with the Company. Any unused amount may be carried over for a maximum of two years:

Effective December 1, 2011, up to \$275.00 per year

GRIEVANCES

- (59) There shall be not more than one (1) Shop Steward for every thirty (30) Union members.
- (60) If an employee has a grievance, he may report it to his Shop Steward. If a number of employees have a common grievance, they must, if they desire to report it, select a representative from among them to report the grievance to the Shop Steward. The aggrieved employee (or the representative from among the aggrieved employees) or the Shop Steward will notify the Supervisor if it is necessary for them to stop work for this purpose.
- (61) An earnest effort shall be made to settle all grievances as promptly as possible in the following manner:

Step 1. The Shop Steward shall first attempt to settle the grievance by meeting with the aggrieved employee's Supervisor, in the presence of the aggrieved employee (or the representative from among the aggrieved employees), within thirty-five (35) calendar days from the date of occurrence.

Step 2. If the grievance is not settled at Step 1 within two (2) working days and the Union decides to carry the grievance to Step 2, the Union shall so notify the Supervisor. All Step 2 grievances will be heard by Facilities Supervisor or his appointed representative. In order to initiate Step 2 proceedings, a copy of a written report made out by the Supervisor must be presented by the Union to the appropriate Manager within five (5) working days after Step 1 proceedings have been exhausted. The appropriate Manager and the Supervisor shall then meet and discuss the grievance with a Union official, the Shop Steward, and the aggrieved employee within two (2) working days after receipt of the written report from the Union. The appropriate Manager will give his decision in writing to the Union within five (5) working days after the close of the discussions.

Step 3. Step 3 grievances will be heard by the Director of Facility Services (or his appointed representative) as appropriate. If the grievance is not settled at Step 2, the Union will, if it wishes to proceed further, notify the Manager who heard the case at Step 2 of its intention within five (5) working days after the Step 2 decision has been rendered. Within nine working days thereafter, the Union and the Manager who heard the case at Step 2 will simultaneously exchange and submit to the appropriate Step 3 Company representative, copies of reports stating, (a) the policies, rules or agreements involved in the case; (b) arguments; (c) any action taken or discussed. Within two (2) working days thereafter, the Company's representative, the Manager who heard the case at Step 2, and the Supervisor will meet with the aggrieved employee (or the representative chosen from among the aggrieved employees), the Shop Steward, and three Union officials or Union representatives to discuss and attempt to settle the grievance. Within five (5)

working days after the termination of the discussions, the Company's Step 3 representative will give his decision in writing to the Union.

- (62) The Union members specified in Paragraphs (60) and (61) will be on Company time for such portions of the meetings as occur during their regularly scheduled working hours.
- (63) (a) If the grievance is not settled at Step 3, the whole matter may be submitted by either party to arbitration within two (2) weeks after receipt by the Union of the Company's Step 3 decision, but not thereafter. The party wishing to initiate arbitration must notify the other party, in writing, within the two (2) week period.
- (b) If the parties are unable to agree upon an arbitrator within five (5) working days thereafter, the Federal Mediation and Conciliation Service will be requested to submit the names of five (5) persons qualified to act as arbitrator. Within five (5) working days after these names are submitted, the arbitrator shall be chosen by the Union striking one name from the list of five, the Company striking two names from the remaining four and the Union selecting the arbitrator from the remaining two names.
- (c) Expenses and fees of the arbitrator shall be borne three-fourths (3/4) by the Company and one-fourth (1/4) by the Union.
- (d) A decision or award by the arbitrator shall be final and conclusively binding upon the parties hereto and upon any employee or employees affected. The Union and the Company may settle the matter at any time up to final decision by the arbitrator, in which event both parties will give prompt notice of such settlement to the arbitrator.
- (e) The arbitrator shall give his decision within thirty (30) days after the completion of hearings, unless additional time is requested by him and agreed to by the Company and the Union.

- (64) Subject matter covered by this Agreement may not be the subject matter of grievance proceedings or arbitrations except in case of disputes relating to the proper interpretation of the Agreement or actions in violation thereof.
- (65) Any grievance not pursued as provided for in Paragraphs (63) and (65) above shall be considered abandoned, except where an extension of time has been agreed upon in writing by a majority of the Union Executive Board and by the Company, in which event failure to pursue the grievance within the extended time shall constitute its abandonment.
- (66) If the Union believes that the Company has violated this Agreement and that any employee has been aggrieved by such violation, but the employee involved refused to bring a grievance, the Union may itself bring a grievance in place of the employee.
- (67) An employee attending a Joint Union-Management Committee Meeting called by Management will be on Company time for that portion of the meeting which occurs during his scheduled working hours. The Union clearly understands that employees are not obliged to attend such meetings outside their working hours. An employee meeting with the Company for contract negotiations will be on his own time whether the meetings occur during his working hours or not.
- (68) Except as provided above in Paragraphs (62) through (69) inclusive, Shop Stewards, Union Officials and Union Representatives shall not deal with employees nor conduct Union business during working hours. Even with respect to those activities covered in Paragraphs (62) through (69), employees, Shop Stewards, Union Officials and Representatives will obtain permission from their Supervisor before leaving their jobs. While the Company desires to avoid delay in handling grievances wherever possible, it is understood that the Supervisor may refuse an individual such

permission, and request the Union President to appoint an alternate, if he cannot spare the individual from the job at the appointed time because of the pressure of work.

(69) Discharge or layoff of probationary employees shall not be subject to grievance proceedings. In cases involving a contemplated discharge or penalty layoff of a Union member, he shall be suspended without any pay for five (5) working days. During this time, Management will inform the Union of the proposed discharge or penalty layoff to enable the Union to bring a grievance proceeding if it so wishes. If the Union does not notify the Company of its intention to bring a grievance proceeding within two (2) working days of the time the Union is notified of the proposed discharge or penalty layoff, then the Union's right to a grievance is waived, and the Company will proceed with the discharge or penalty layoff without further discussion. In cases of penalty layoff, the period of suspension will count toward the penalty imposed. The Company will give a clear warning to an employee before suspending him for an offense which merits discharge or penalty layoff, provided the offense is of a kind that takes place over a period of time or is repeated (Chronic Absenteeism, etc.). However, it is the nature of some offenses that they merit discharge or penalty layoffs on their first occurrence and in such cases no warning will be given before suspension.

(70) If, as a result of the settlement or arbitration as herein provided of a grievance relating to the proposed discharge or penalty layoff of an employee, the employee is reinstated, the Company shall pay him at the regular rate at which he was employed at the time of his suspension, for so much of his regular working time as he lost between the beginning of the suspension and the reinstatement because of delay originating with the Company in the settlement or arbitration of the grievance.

STRIKES, LOCKOUTS, ETC.

- (71) The Union agrees there shall be no stoppage of work, strikes, sit-downs, slow-downs, picketing, embargoes, refusals to deliver or handle or ship materials and supplies, or any other suspension or cessation of work in the Company's Cambridge Plant during the term of this Agreement, unless the Company shall first have refused to arbitrate when obligated to do so, or have failed to abide by the terms of an arbitrator's decision or award made pursuant to Paragraph (63) hereof, and the Company agrees that there shall be no lockout unless the Union shall first have refused to arbitrate when obligated to do so or have failed to abide by the terms of an arbitrator's decision or award made pursuant to Paragraph (63) hereof.
- (72) If any of the acts prohibited by Paragraph (71) should occur or be threatened, the Union will promptly, upon written notice from the Company that the prohibited acts are occurring or threatened, publicly declare that such action is unauthorized and order the employee or employees engaging or participating therein, or threatening to do so, to refrain from doing so and will use all effective means at its command to secure compliance with its order, regardless of the existence of any wildcat picket line.
- (73) The Company may discharge any employee or employees engaging or participating in such acts, and discharges pursuant to this provision shall not be subject to grievance proceedings, nor shall the Union question the unqualified right of the Company to make such discharges. The failure of the Company to exercise this right in any instance shall not be deemed a waiver of the right in any other instance.
- (74) The Company may terminate this Agreement if any of the acts prohibited by Paragraph (71) should be committed by a substantial number of members of the Union and the Union fails to procure this discontinuance within forty-eight (48) hours after receipt of written notice from the Company that the prohibited acts are occurring.

- (75) The Union shall not be liable to the Company in damages for breach of contract in the event an unauthorized strike occurs and the Union shall have complied with the provisions of Paragraph (72).
- (76) An issue of fact as to whether or not any particular employee has engaged in, participated in, or encouraged any such violation, may be subject to grievance proceedings and arbitration.

MANAGEMENT

- (77) Subject to the provisions of this Agreement, the Management of the Plants and the direction of the working forces, including the right to hire, suspend or discharge for proper cause, transfer and promote, and the right to lay off employees because of lack of work or for other legitimate reasons are vested exclusively in the Company; provided that these rights will not be used for the purpose of discrimination against any employee because of Union membership or proper Union activity. The Company shall have the right to institute a drug and alcohol policy consistent with the attached guidelines, which are incorporated into this Agreement as Appendix B.
- (78) The Policy stated below is based upon the following important facts:
- (a) High wages and other benefits to labor are possible only if the Company makes good profits.
 - (b) The success of the Company in making good profits depends upon the efficiency with which it is operated.
 - (c) Labor directly influences the efficient operation of the Company in important ways:

- (1) Individual workers differ in their capabilities, in the kind and amount of knowledge and skill they have, and in their productivity (in the amount of work they do).
- (2) The satisfaction of the individual worker with his job, and therefore his willingness to contribute all he can to the efficient operation of the Company depends upon whether he is rewarded for his capability, for increasing his knowledge and skill, and for being more productive.
- (3) The satisfaction of the individual worker with his job, and therefore his willingness to contribute all he can to the efficient operation of the Company depends also on his security of employment and opportunity to progress.

(79) The above facts lead to the following conclusions:

- (a) In order to operate the Company most efficiently (and therefore to provide the greatest return to labor) Management must hire and retain capable workers, and make the best possible use of their individual capabilities, knowledge, and skill.
- (b) In order to encourage each worker to contribute all he can to the efficiency of the organization, Management must insofar as possible:
 - (1) Reward workers for being capable, for increasing their knowledge and skill, and for being productive.
 - (2) Strive to protect workers' security of employment and opportunity to progress.

(80) In line with the above facts and conclusions, the "Policy on Promotions, and Transfers" is as follows:

- (a) In making promotions and transfers, Management's selection will be based primarily upon capability, skill and productivity, except that where these are

equal among two or more of the employees considered, preference will be given in order of seniority. Management will give weight to seniority in considering expressed individual preferences for day work rather than shift work. If in the judgement of Management no acceptable qualified employees apply within the period specified in Paragraph (83) hereof, the Company may fill the opening with a person from outside the bargaining unit and/or Company.

- (b) Management will try to the best of its ability to give pay increases, whether by promotion to another job or by merit increases on the same job, in such a way as to encourage and reward workers who increase their knowledge and skill, and maintain a high level of productivity.
- (81) Management will give consideration to all bargaining unit employees who apply in writing within three (3) working days after the job opening is posted.
- (82) Within forty-eight (48) hours after the three (3) day application period, Management will furnish the Union with a list of applicants together with the names of those employees added to the list by Management and its selection therefrom, if any, but will refrain from filling the position with its selection for twenty-four (24) hours thereafter to enable the Union to discuss the selection with Management if it so desires. Management's selection in promotion cases from within an occupational group, but not in transfer cases, may be challenged by the Union through the grievance procedure.
- (83) When a promotion is for a relatively short period of time (normally less than a month, but not to exceed six (6) weeks) it will be made at the convenience of Management.
- (84) Management will try to the best of its ability to maintain the highest possible security of employment for workers by:

- (a) Giving heavy weight to seniority in making layoffs (see Paragraphs (24) through (29)).
- (b) Being ready to give any worker full information concerning Management's evaluation of his capability, knowledge, skill, and productivity.
- (c) Guaranteeing for thirty-five (35) working days (treating holidays paid for but not worked and paid vacations as working days for this purpose) the rates of hourly-rated employees who are transferred from permanent assignments, except in those cases listed in the following paragraphs.

Employees on permanent assignments who are laid off, demoted for cause, transferred at their own request to a lower-rate job, and employees transferred to temporary assignments and probationary employees are not covered by this guarantee.

An employee on a guaranteed rate who is laid off while on guaranteed pay or who is granted a leave of absence due to personal illness or industrial accident and who returns to work within thirty (30) calendar days from the date of his layoff or leave of absence will receive his guaranteed rate of pay for each day worked after his return to work, up to the number of guaranteed working days (including paid holidays and vacations) which remained at the time he was laid off or granted a leave of absence.

An employee who, while on guaranteed pay, works on jobs other than the one to which he was transferred at the commencement of his guarantee is not entitled to guaranteed pay for more than thirty-five (35) working days. An employee will be paid for all hours worked on days for which his pay is guaranteed at not less than the guaranteed rate of pay.

The Company will notify the Union of employees who are put on guaranteed rates of pay.

RETIREMENT PLAN

- (85) The Company agrees that during the term of this Agreement, it will continue the Retirement Plan now in effect with respect to benefits. It is understood that all employees shall retire as specified in the Plan.

The retirement benefit is \$45.50 per month per year of credited service.

In the event an employee dies before attaining age 55 his/her spouse will be entitled to receive an "immediate" (actuarially reduced) benefit, rather than a deferred one.

INSURANCE

- (86) Medical. Effective January 1, 1998, employees will be entitled to the same medical coverage as salaried employees who are assigned to the Cambridge, Massachusetts facility of the Company ("Salaried Employees"), subject to the same terms and conditions, including employee contribution requirements, as affect said Salaried Employees, which said terms and conditions may be terminated or modified from time to time at the sole discretion of the Company.
- (87) Dental. Employees shall be covered by the same dental plan that is currently in effect for Cambridge salaried employees.
- (88) Under the Consolidated Omnibus Budget Reconciliation Act (COBRA), the Company is required to continue health insurance coverage (dental and medical) for employees and their dependents under circumstances which would normally exclude those individuals from coverage. Such continued coverage, if elected, would be at the employee's expense.

(89) The Company will provide and maintain at its sole expense (except as otherwise specified herein) during the term of this Agreement for each employee with more than ten (10) calendar weeks of continuous service from the date of his/her most recent hiring, the group insurance coverages specified below. Such insurance shall be continued by the Company in respect to any employee only while he remains in the employ of the Company, unless otherwise noted. However, where insurance carrier regulations restrict enrollments, the coverage affected will be effective on the billing date next following the completion of ten (10) calendar weeks of continuous service and will continue in effect until the billing date next following the date of the employee's termination.

A. Life Insurance

(a) Non-Contributory

Active Employees

- Effective 12/1/19 – From \$17,500.00 to \$27,000 per employee.

(b) Contributory.

Active employees. Subject to the terms and conditions of the Company's Supplemental Group Life Insurance Program, active employees may purchase life insurance.

B. Non-Occupational Sickness & Accident Insurance

(a) Payments to start -

- 1st day of accident
- 1st day of illness provided the employee is absent from work for more than four calendar days and he/she sees a physician within three days. The employee must present medical evidence to the Company that

he/she saw a physician. Benefits also start on the 1st day if hospitalized.

- (b) Effective December 1, 2019, the weekly benefit payment amount will be equal to seventy percent (70%) of the employee's forty (40) hour straight time weekly base pay for the first four (4) weeks and then sixty percent (60%) of the employee's forty (40) hour straight time weekly base pay for up to an additional 26 weeks, a maximum period of thirty weeks. Other provisions of the S&A benefit, as described in the relevant plan documents, remain the same.

C. Voluntary Group Accident Insurance Plan.

Active employees will continue to be eligible to participate in the GCP Applied Technologies Voluntary Group Accident Insurance Plan. Effective January 1, 2004, this Plan will be amended in accordance with the terms summarized in Attachment C of the Memorandum of Agreement between the parties that was ratified on November 17, 2003.

- D. Effective in the plan year 2021 active employees may elect at their cost to participate in the Group legal plan and the pet insurance plan offered by the Company.

- (90) Effective January 1, 1996, the Company will make the GCP Applied Technologies Hourly Savings and Investment Plan (the Plan) available to all eligible hourly employees covered by the Collective Bargaining Agreement. The Company will continue to make the Plan available to such covered employees as said Plan may be modified or amended from time to time at the Company's sole discretion, for as long as it makes the same Plan available to certain other hourly employees of GCP

Applied Technologies who are not covered by the Agreement, and on the same terms and conditions as it makes the Plan available to such other employees.

The Union hereby specifically acknowledges and agrees that the Company has the unilateral right to revoke, terminate, suspend or modify the Plan, and interpret and apply the Plan terms, at any time, including during the term of this Agreement, in its sole discretion. The Union hereby waives all rights or claims of right to bargain collectively with respect to the Plan or any similar, supplementary or substitute plan, or with respect to the application, interpretation, amendment or termination of said Plan, and further agrees that it will not attempt to require the Company to bargain over such matters.

The Company agrees to advise the Union of any changes to the Plan adopted by the GCP Applied Technologies Board of Directors.

(91) It is agreed that the Company may, at its option, substitute any other type of plan and/or insurance carrier that will provide benefits at least equal to those of the plans specified in paragraphs (86) through (90) of this Agreement.

(91.1) The GCP Applied Technologies Pay for Performance Plan will continue to be applicable to employees under this Agreement. The base payout (“Target Level/T-100”) under the Pay for Performance Plan will be increased from \$250.00 to \$500.00, effective December 1, 2009. This agreement supersedes any prior agreements concerning the subject matter thereof.

DURATION

(92) Except as provided in Paragraph (74) the provisions of this Agreement shall continue in effect until December 1, 2023 and thereafter for successive one-year terms unless written notice is mailed by either party prior to the expiration date of any such period of the desire to modify, amend or terminate this Agreement.

EXECUTION AUTHORIZED BY THE
INTERNATIONAL CHEMICAL WORKERS
UNION COUNCIL, UFCW

By Eugene White
Gene White
International Representative

By Ken Wardsworth
Ken Wardsworth, President
Local No. 560-C

GCP APPLIED TECHNOLOGIES

By David F. Croce
David F. Croce
Director, Facility Services

By Nikita Subramanian
Nikita Subramanian
Human Resources Business Partner

INTERNATIONAL CHEMICAL
WORKERS UNION COUNCIL, UFCW,
LOCAL NO. 560-C

By Paul Gomes
Paul Gomes/Committee Member

By Daniel McCarthy
Daniel McCarthy/ Committee Member

APPENDIX A

SEVERANCE ALLOWANCE

The Company agrees that should it downsize, permanently discontinue the operation of the plant, or a particular operation, or have all or a portion of the operation move to another location, any eligible employee whose employment is terminated as a result thereof and who is not entitled to other employment with the Company under the seniority provisions of this Agreement, or who is not offered employment by the Company's successor, will be entitled to a severance allowance in accordance with and subject to the following provisions:

A. Eligibility

- (1) In lieu of severance allowance, the Company may offer an eligible employee a job outside the bargaining unit or at another plant. The employee will have the option of either accepting the job offered or receiving severance allowance.
- (2) Employees shall not be eligible for severance allowance:
 - a. In the event they are discharged for cause.
 - b. If they voluntarily terminate their employment for any reason, including retirement, prior to their last scheduled employment date.
 - c. If they resign or die prior to the date of announcement designating their group as employees affected by the downsizing, discontinuance or relocation of an operation of the plant. The Company will make every effort to give reasonable advance notice of such events commensurate with its needs to safeguard operational efficiency.
 - d. If they are not part of a group termination affecting two or more otherwise eligible employees, unless pursuant to a written agreement that releases the Company from any and all claims and potential claims.

- e. If they are offered a job within the bargaining unit under the seniority provisions of the Agreement, whether they accept or reject the job offer, unless the employee cannot perform the available job for physical reasons, as determined by the Company's doctor.
- f. If in the event the business is sold, and they are offered continued employment with the successor employer.
- g. If they fail to respond to a recall of employment during their period of layoff, as elected under Section F below, and they fail to exercise their seniority for any job that is available, other than a known temporary job.
- h. Their seniority rights have expired under Paragraph 25 of the Agreement.

B. Scale of Allowance

An eligible employee will receive a severance allowance based on his seniority at the time of termination as follows, subject to a minimum of four (4) weeks pay.

<u>Years of Seniority</u>	<u>Severance Pay Per Year of Service</u>
1 but less than 20	5 days
Over 20 years	6 days

(Severance Allowance will be apportioned for each full month's service.)

C. Calculation of Severance

One (1) week of pay is based upon 5 regular straight-time days, calculated in accordance with the rates listed in Paragraph 43 of the Agreement.

D. Payment of Severance Allowance

Payment of any severance allowance for which any employee may be eligible will be made in a single lump sum at time of termination, or in installments, at the employee's option.

E. Nonduplication of Allowance

Severance allowance shall not be duplicated for the same termination whether the other obligation arises by reason of contract, law or otherwise.

F. Any employee who is eligible for a severance allowance, may elect to be placed on severance layoff status for a period of eighteen months rather than be terminated and receive severance allowance. At the end of this period, unless an employee is recalled to employment, such an employee will be terminated and receive the severance allowance to which he is entitled, hereunder. If after the date of announcement designating their group as employees affected by the discontinuance, downsizing or relocation of an operation of the plant, but before the end of the eighteen month layoff, an employee should die, his severance allowance will be paid to his beneficiary.

1. An employee on severance layoff who is recalled to work for an expected duration of ten (10) weeks or less, may refuse to return to work for the Company and remain on severance layoff for the remainder of his eighteen month layoff without forfeiture of his severance allowance or seniority because the parties recognize this as a temporary job.
2. An employee on severance layoff who is recalled to work for an expected duration of more than ten (10) weeks, shall report for work within seven (7) calendar days after being called back to work, or he will be paid his applicable severance allowance and in consideration thereof he will lose all seniority and reemployment rights because the parties recognize this as a permanent job.

APPENDIX B

(POLICY "T")

POSSESSION OR USE OF ILLEGAL DRUGS

Policy Statement

It is the policy of the GCP Applied Technologies to promote a work environment and work force which is free of the use of illegal drugs and other mind-altering substances. The possession or use of such substances is prohibited on Company property. Tests for the use of such substances shall be included in all pre-employment physical examinations where legally permissible, and the Company reserves the right to require periodic tests in appropriate circumstances as defined below and as permitted by law, on any or all of its employees to assure compliance with this Policy.

Implementations

It is the responsibility of each Facility to establish programs necessary to assure compliance with this Policy. Such programs will be developed within the following guidelines:

1. Each perspective employee or applicant is informed of the testing requirement;
2. In the case of employees:
 - a. A reasonable suspicion of drug abuse exists, and job performance problems have occurred. Whenever practicable before a test is given, the supervisor shall obtain the concurrence of the department head or his designee and notify the shop steward or available union official.
 - b. Testing is conducted in accordance with a program of periodic testing for drug use by persons employed in critical jobs affecting safety. Before any such tests are conducted, the Company will negotiate with the Union in an attempt to reach mutual agreement as to what jobs are critical. Such

testing will not be done on a random basis. Reasonable advance notice will be given.

- c. Any application of this policy should be carried out in as confidential a manner as possible.
3. All positive test results are confirmed by additional testing regardless of whether discharge, demotion or other adverse employment action is being considered;
4. The confidentiality of all test results is maintained;
5. In addition to other disciplinary and precautionary measures that may be taken by the Company, if a present employee tests positive, and these results are confirmed by additional testing, the employee shall not be discharged unless: (1) he refuses treatment by a qualified drug rehabilitation service, or (2) he has previously tested positive. With respect to the cost of rehabilitation, the company contribution will be limited to the extent such coverage is presently provided under the Employee Assistance Program and company insurance programs that the participating employee is enrolled in.
6. Prior to testing, applicants and affected employees will be asked to give their written consent. The consent form will make provision for the person being tested to list any over-the-counter or prescription medications or other drugs that he/she has taken within the previous ten (10) days. Applicants and employees will also be requested to authorize release of the test results to the company and its appropriate agents. Failure to cooperate will result in termination, or termination of the employment process, as the case may be.
7. Possession or distribution of illegal drugs or other mind-altering substances on Company property is prohibited and will subject the employee to immediate discipline up to and including discharge.

It is further the responsibility of each Facility to:

1. Communicate this Policy to all employees and to obtain, where necessary, the agreement of employees and their representatives for the implementation of this Policy;
2. Establish uniform guidelines and procedures for dealing with issues and situations arising from the violation of this Policy.

It is the responsibility of the Medical Director of the Environment, Health and Safety Department to provide general monitoring of this Policy including:

1. Establishment of criteria for the selection of testing laboratories and monitoring of the performance of such laboratories;
2. Development of appropriate protocols and procedures to assure the effectiveness of these programs;
3. Assisting in the establishment of such other programs as may be necessary to implement this Policy, and
4. Providing Group and Division management with such periodic reports as may be necessary to assure compliance with this Policy.

Legal Review

Prior to the implementation of Facility policies and procedures under this Policy, the proposed program shall be submitted to GCP Applied Technologies Associate General Counsel, Global Human Resources Law for review.

Conflict with Legal Obligations

Nothing in this Policy shall be construed as obviating responsibility for compliance with Federal, State and local laws with respect to fair employment practices, and the implementation of this Policy shall be accomplished in accordance with such laws.