

K# 10007

AGREEMENT

Between

ROTEK INCORPORATED

AURORA PLANTS

and

UNITED STEELWORKERS

LOCAL 8565

EFFECTIVE October 1, 2018

EXPIRES September 30, 2023



K&A Advertising & Printing, Inc.

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ARTICLE I PREAMBLE

This Agreement, made and entered into this 1st day of October, 2018, by and between ROTEK INCORPORATED, its successor or assigns, hereinafter referred to as the “Company”, for and on behalf of its Aurora, Ohio facilities located at 1400 South Chillicothe Road, and the UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION on behalf of Local Union 8565, hereinafter referred to as the “Union” or “USW”. References in this Agreement to he, his, or him shall also include she, hers, or her.

ARTICLE II RECOGNITION

2.1 The Union, having been certified by the National Labor Relations Board as the sole and exclusive collective bargaining representative of the regular employees found in the classifications referred to below, which classifications constitute an appropriate bargaining unit, is so recognized by the Company. Accordingly, the Company will meet and treat with accredited Local and International representatives of the Union with respect to rates of pay, hours of labor, and other conditions of employment of the classifications covered hereby, including such grievances as may arise from time to time.

2.2 The job classifications covered by this Agreement are the hourly production and maintenance employees, inspectors, parts and tooling attendants, and truck drivers job classifications established by the Company, from time to time, at its Aurora, Ohio facilities located at 1400 South Chillicothe Road and set forth by Schedule “A” attached

hereto and a part hereof, and excluding all others of any kind whatsoever.

Employees working in the Ring Rolling Mill facilities located at 1400 South Chillicothe Road, Aurora, Ohio, will consist of a seniority unit, completely separate and distinct from any other seniority unit, represented by the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, or its successor (the Union or USW or United Steelworkers) on behalf of its Local Union 8565.

Employees working in the Aurora Bearing Plant facilities will only use their seniority as applicable in that plant. In no way will they be allowed to use their seniority in connection with the Ring Rolling Mill facilities, nor will the Ring Rolling Mill facilities employees be allowed to use their seniority in connection with the Aurora Bearing Plant facilities.

2.3 Regular employees, referred to as employees for purposes of this Agreement, are those employees who have satisfactorily completed a probationary period of 90 calendar days. The Company may request the Union to extend the probationary period for a new employee for an additional 45 days. If the Company retains an employee after completion of the probationary period, seniority in the bargaining unit shall be computed from the first day of employment.

During the Company's orientation of a new employee, the Company will allow a shop steward or a Union Committeeman to meet with each new bargaining unit employee for purposes of familiarizing the employee to the terms and conditions of the Collective Bargaining Agreement.

2.4 It is hereby stipulated and agreed that the Company may discharge and terminate probationary employees, and the Company's action shall not be subject to the grievance or arbitration provisions of this Agreement.

2.5 The Company will not hire temporary employees to perform bargaining unit work in a plant while employees are laid off from that plant who are qualified or have the ability to perform the temporary work. Temporary employees will be laid off before regular employees. Temporary employees will not be employed for a period longer than 60 days except when employed to replace employees on vacation or employees on leave of absence.

The Company will offer those who hold the classification the overtime before allowing "Temporary workers" to work the overtime. There will not be more than three (3) temporaries in the plant at any one time within a sixty (60) day period.

ARTICLE III COMPANY-UNION RELATIONS

3.1 The management of the Company and the direction of the working force, including the right to plan, direct and control plant operations; to schedule and assign work to employees; to determine the means, methods, processes, materials, and schedules of production; to determine the products to be manufactured; to choose the location of its plants and the continuance of its operating departments; to establish production standards and to maintain the efficiency of employees; to establish and require employees to observe Company rules and regulations; to hire, layoff or relieve employees from duties; and to maintain order and to suspend, demote, discipline, or to discharge employees for just cause, are the recognized reserved rights of the Company.

The exercise by the Company of any of the foregoing rights shall not alter any of the specific provisions of this Agreement; nor shall they restrict from other management rights not specifically set forth; nor shall they be used to discriminate against any member of the Union or bargaining unit.

3.2 (a) All employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall, as a condition of employment during the term hereof, remain members in good standing.

(b) Employees covered by this Agreement who are not members of the Union on the effective date of the Agreement shall, as a condition of employment during the term hereof on the thirty-first calendar day following the effective date of this Agreement, become and remain members in good standing in the Union.

(c) Employees hired after the effective date of this Agreement shall, as a condition of employment, on the ninety-first calendar day following the beginning of such employment (on the 136th day, if the probationary period has been extended), become and remain members in good standing in the Union.

(d) "Good Standing", as aforementioned, shall mean the tender of periodic dues and the initiation fees uniformly required by the Union as a condition of acquiring or retaining membership in the Union.

(e) All employees eventually covered by this Agreement, as a condition of employment during the term hereof, on the thirty-first calendar day following the effective date of this Agreement, or if hired on or after the effective date of this Agreement, on the thirty-first calendar day following the beginning of such employment, pay to the Union an amount equal to the regular monthly Union dues in recognition of the services performed by the Union in administering this Agreement between the parties.

(f) During the term of this Agreement the Company shall deduct from the first pay of each month, and remit the same to International Secretary/Treasurer, or his successor, Five Gateway Center, Pittsburgh, Pennsylvania, 15222 the regular monthly Union membership dues and initiation fee of an employee, providing the Company has received for each employee on whose account such deductions are made, a written authorization which shall be irrevocable during the term of this Agreement.

(g) The Union and the International agrees it will defend and hold the Company harmless from any claims, demands, suits, or other forms of liability as a result of making any deductions in accordance with the foregoing authorizations and assignments.

3.3 During the term of this Agreement the parties hereto agree that there shall be no strikes of any kind whatsoever; work stoppages; slowdowns; or interference or interruption with the production or operations of the plant by any employees or the Union; and there shall be no lock-outs by the Employer. Should an unauthorized strike, slow-down or work stoppage occur, the Union shall immediately instruct its members to return to work. If the employees do not report for work immediately upon instruction of the Union, they shall be disciplined or discharged.

3.4 Neither the Company nor the Union shall discriminate in any way against an applicant or employee because of race, color, religion, sex (including gender identity, gender expression and pregnancy), national origin, age, disability, veteran status, political preference, union membership, sexual orientation, marital status, genetic information or other status protected by law.

ARTICLE IV SENIORITY, VACANCIES, REASSIGNMENTS, LAYOFFS, AND RELEASES

4.1 An employee's seniority rights shall cease and employment with the Company shall terminate when:

- (a) employee voluntarily quits;
- (b) employee is discharged for just cause;
- (c) employee fails to report to work for a period of three (3) working days, without notifying his supervisor or the Human Resource Manager during said period of any valid reason for the absence;

(d) employee is laid off and the layoff is continuous for one (1) year for employees with one (1) year or less seniority. Employees with one (1) or more years of seniority will continue seniority for two (2) years or one-half (1/2) seniority, whichever is greater, not to exceed three (3) years. For recall purposes, seniority will be from the date of hire with the Company.

(e) employee fails to report back to work, following layoff, within ten (10) working days after being recalled by registered/return receipt letter sent by the Company to said employee's last known address on the Company's records;

(f) employee is absent from work on a leave of absence in excess of one (1) year for employees with one (1) year or less seniority. Employees with one (1) or more years of seniority will continue seniority for two (2) years or one-half (1/2) seniority, whichever is greater, not to exceed four (4) years. For union leave of absence, Section 6.13 is applicable. Employees who are on leave in excess of three (3) months will not be contacted for bids, or temporary openings.

4.2 (a) An employee is qualified to do a particular job or operate a type of machine if the individual has been awarded the job through the bidding procedure (either on a permanent or temporary bid) and worked at the job or operated the type of machine for fifteen (15) working days. An employee who is temporarily transferred during the fifteen (15) working day trial period shall continue his trial period upon being re-assigned to his bid job. The Company will endeavor to provide the employee with fifteen (15) days of consecutive and uninterrupted training during the qualifying period.

An employee who has previously obtained the qualifications on a job, will be required to serve the fifteen (15) day trial period each time that he is awarded a bid job for which he is qualified unless he held the classification as a bid job during the thirty (30) months prior to being awarded the bid or worked in the job thirty (30) days or more in the last twelve (12) months.

If the employee is disqualified during the trial period, if requested, the Company will provide the Union and the employee with the written basis for the disqualification.

(b) These fifteen (15) continuous working days shall be considered a trial period. The Company may request an additional trial period of fifteen (15) continuous working days. If an employee shall fail to complete such trial period, either voluntarily or because of a Company decision, the employee may return to the previous job in which the employee was qualified.

(c) Jobs vacated as a result of an employee qualifying for another job will be considered temporary vacancies until such time as the provision of Article IV – Section 2 paragraphs (a) and (b) are fulfilled.

(d) The job or jobs at which an employee is qualified as a result of successfully completing a trial period shall be entered as a permanent part of the employee's employment record. The employee shall also receive a written notification signed by the plant manager of the job qualification. The Company shall prepare and maintain a seniority list, showing qualifications and seniority of each employee. This list will be updated and posted twice a year; copy will be given to the Union.

(e) All job bid awards shall remain valid from date of award until such time as the successful bidder withdraws his candidacy from the award.

(f) If a job opening exists for more than thirty (30) calendar days due to an employee absence, the Company will post the job as a temporary vacancy.

(g) The Company and Union have agreed on the qualifications in specific job classifications for employees who work on half crews in the Ring Mill. Any other employee who feels he has qualified for certain jobs while working a half crew may submit proof of such and it will be evaluated by the Company and the Union.

4.3 (a) If a permanent job opening occurs, the employee with the greatest seniority, previously meeting the provisions of Article IV, Section 2(a) and (b), and having bid the job, will be chosen over other bidders. Down bidding to a lower rated job will be permitted provided that any employee who successfully down bids will not be placed in the new job until a qualified replacement is obtained for his higher rated job. Also, down bidding shall not be permitted out of a classification where the Company has established pre-bid qualifications, as specified in section 4.3 (b) below, for a period of twenty-four (24) months from job award, except to change shifts or with the consent of the Company.

Employees working the Aurora Bearing Plant and Ring Rolling Mill facilities will only be permitted to cross bid on job openings between plants under circumstances provided in paragraph 4.5 (a) below.

(b) If a permanent job opening is not filled by a qualified employee as provided in section 4.3(a) above, then the company may consider other bidders under the following criteria. The company shall have the right to establish pre-bid job qualifications and criteria, which are job related, including the use of tests for job classifications 4 and above and the following classifications in grade 5 maintenance mechanic. In using tests, the Company will follow the guidelines set forth in the Memorandum of Understanding Regarding Testing Guidelines, which is attached to this Agreement. If tests are used to determine the qualifications of the bidders, the opening will be filled by the most senior employee who successfully passes all tests administered for the job opening. If tests are not used to determine qualifications of the bidders, then the highest seniority employee bidding for the job and who through verified prior training and experience, either with the Company or a previous employer, is felt to be trainable for the job will be given a trial period as provided by Article IV, Section 2, paragraph (b).

(c) After an employee has qualified for a bid on a particular job classification, the Company need not consider that employee's bid for

another job classification for twelve (12) months from the bid award except when the employee is bidding across shifts in his current classification or bidding to a newly created job classification or the Company and the Union mutually agree to waive the twelve (12) month rule.

(d) If no employee bids on a permanent job opening, it will remain a temporary vacancy until such time as the Company selects an employee, with his consent, on the basis of seniority, job performance and ability, or hires a new employee.

(e) A permanent job opening, or a shift opening, must occur before an employee can exercise seniority rights.

(f) The above seniority rules do not apply to a particular machine within the classification. It is up to the discretion of the Company as to which machine an employee may operate.

(g) The Company at its discretion and for justifiable employee reason, may permit two employees within the same job classification to change shifts provided both employees consent to the change in shifts. The requested shift change will occur at the beginning of the work week and will not be for less than one (1) week in duration.

(h) An employee who is held in his former classification until a qualified replacement is obtained will begin to receive the higher rate of his new bid job after thirty (30) days even though no replacement has still been obtained.

(i) The Union preserves its right to challenge through the grievance procedure the present and future use of tests by the Company as part of its selection criteria. That being said, the Company agrees that where it uses tests as an aid in making determinations of the qualifications of an employee, such tests will be job-related. In this regard, the Company will use only tests to determine qualifications for a job classification that are recommended by its testing consultants. A job-related test is one which measures whether an employee can satisfactorily meet the requirements of a job including the ability of the candidate to absorb any training that may be provided in connection with the job.

The Company agrees that all tests used by it in these circumstances will be free of cultural, racial or ethnic bias in their makeup and administration. A successfully tested employee shall be one who has met the threshold minimum passing grade for all tests administered in conjunction with the job classification. Anyone who fails to attain the threshold minimum score on any test(s) or fails to obtain the necessary qualifications of the job after having been successfully tested will be notified of his deficiencies and counseled on how to overcome those deficiencies. Should a position be open, the employee will have the opportunity to retest after three (3) months or twelve (12) months after second test failure.

If the Union challenges the Company's use of a test, the Company will furnish to a designated representative of the International Union a copy of the disputed test, together with all background and related materials that may be relevant to the dispute. All tests and information provided to the Union under this paragraph will be held in the strictest of confidence, and such information will not be copied or disclosed to any other person except the Union's expert designated to evaluate the test and any arbitrator appointed to hear the dispute. All tests and materials will be returned to the Company following resolution of the dispute.

4.4 (a) In case of layoff, reduction in classification and recall, seniority will be the deciding factor provided the employee is qualified to do the job involved. The Company will first consider an employee's qualifications, then seniority.

Any employee removed from an affected job classification because of a layoff shall be allowed to exercise his seniority to hold any job for which he is qualified, or he may elect to take a voluntary layoff which shall not exceed ninety (90) days at which time he shall be recalled if not earlier recalled to his regular job classification. Qualified employees electing to bump will be entitled to a ten (10) working day re-familiarization period. If the employee is disqualified, then he will be allowed to exercise his seniority in the Labor Pool. The

Labor Pool in the Bearing Plant will consist of the Utility, Material Handler, and in the Ring Rolling Mill, Utility and Press Helper.

(b) If the Company reduces the work week to less than 40 hours in a classification or department, an affected employee may exercise his seniority to bump the least senior employee in the Labor Pool or in any other job classification on his shift for which the affected employee is qualified for those days in which the affected employees classification does not work. The Company may assign any of the employees to other duties or jobs so long as it does not cause the displacement of a more senior employee. If the Company has no assignment for the employee and the employee elects not to bump, the employee may voluntarily go home. Such election shall waive any right to payment under Article V 5.5(a).

(c) If the Company schedules an operational shutdown of a temporary nature (less than 30 days) within a plant or a department, the Company will attempt to provide the employees affected with one week's notice of the shutdown. If employees are needed to work during this shutdown, the available work will first be offered to the senior employees qualified to do the work. If junior employees are available to do the work, the more senior employees affected may elect to take a layoff and thus require the junior employees to work. This paragraph shall not apply to maintenance employees.

(d) Should a job classification (as listed under Schedule A) be eliminated or permanently discontinued within 12 months of being established, the employee or employees affected by such elimination or discontinuance, shall return to his or her prior position. Should a job classification be eliminated or permanently discontinued more than 12 months after the establishment of such job classification, the employee or employees shall be allowed to exercise his or her seniority to hold any job for which he or she is qualified.

4.5 (a) All hourly job openings will be posted for a period of three (3) working days except that job openings will be posted for seven (7) calendar days when Continuous Operations are in effect. Only

bargaining unit employees working in that facility will be permitted to bid on any such job opening. Any bargaining unit employee who submits a bid during the applicable posting period shall have his qualifications and seniority recognized before an employee from the other plant is considered, or before the new employee is hired. Active employees in the plant where the opening occurs will have the first opportunity to fill the opening. If no employee from the plant where the job opening occurs bids on the opening or is awarded the job, then any employee from the other plant who submits a bid during the applicable posting period shall have his qualifications and seniority considered. Before a new employee is hired, laid-off employees from the other plant will be provided with an opportunity to be awarded the job opening under the provision of section 4.3 (b). Any employee who successfully crossbids to the other plant shall forfeit his seniority and qualifications in the plant where he was working (provided the employee does not voluntarily return within five (5) working days) and the employee will begin seniority in the other plant as if he was a new employee for job bidding, layoff, transfer and recall purposes.

(b) The Company will inform the Union Committee and post a notice five (5) working days in advance of a layoff intended to exceed five (5) working days.

(c) An employee on sick leave, vacation or leave of absence will submit to the Human Resource Manager, in writing, a list of job/jobs for which the employee would like to be considered if the job is posted. If an employee is chosen as a result of this procedure, the particular job will be held open for ten (10) working days subsequent to the selection.

4.6 An employee who permanently transfers into a different job shall be paid the rate of the job into which the employee transfers after satisfying the provisions of Schedule "A" Wages, paragraphs (d).

An employee who is laid off from his job classification and exercises his seniority to obtain a job for which he is qualified shall be

paid only the standard hourly wage rate for the job into which the employee moves.

4.7 (a) Any employee temporarily transferred from one job to another, shall receive the standard hourly wage rate he was being paid for the job from which the employee transferred or the rate of the job to which the employee is being temporarily transferred, whichever is greater. However, when hours exceed 50%, the higher rate will be paid for the day.

(b) The Company may temporarily transfer employees from one job classification to another for a maximum period of forty-five (45) calendar days in a six (6) month period, however, allowing senior qualified employees to refuse if there is a less senior qualified employee. Employees temporarily transferred from their bid classification will be given first opportunity to work overtime in their bid classification. All transfers will be counted as one (1) calendar day when hours equal 50% or more. This limitation does not apply to transfers for vacation or leave of absence replacements. This transfer may be extended an additional forty-five (45) days with agreement of the Company and the transferred employee. Should a vacancy occur at the time of an emergency, or absenteeism with less than twenty-four (24) hours' notice, the Company may if it so desires, transfer a qualified employee to such vacancy, for the period of the emergency or absenteeism [not to exceed three (3) days] without regard to the above provisions of this paragraph.

(c) If employees are laid off at either the Bearing Plant or the Ring Rolling Mill, the Company may offer temporary vacancies occurring at one plant to laid off employees from the other plant. In so doing, the laid off employees must possess the skills and ability to perform the available work and the offering of such temporary openings to laid off employees shall not disrupt production in the facility. Employees who accept a temporary position at the other plant

will be paid the wage rate of the classification to which they are assigned.

If a job becomes available in the employee's permanent facility while he is working on a temporary basis at the other plant, the employee may elect to remain in the temporary job unless he is being recalled to his permanent job or there are no qualified employees on layoff in the recalled job.

An employee who accepts a temporary position at the other plant shall not have his seniority rights affected at his permanent location.

4.8 An employee permanently promoted to a supervisory or permanently transferred to a salaried job with the Company outside of the bargaining unit shall not retain the seniority and qualification rights earned in the bargaining unit.

4.9 In the event of layoffs, Union Committeemen, not exceeding three (3) in number, shall, during each of said employee's term of office, be the last to be laid off from and first to be recalled to his particular job group.

4.10 A supervisory (or salaried) employee will not perform work on hourly rated jobs performed by bargaining unit employees, except when such work arises in line with or in the course of the training and instruction of employees, performing research or experimental work, to protect the safety of employees and equipment, or to overcome production or operational difficulties.

4.11 Seniority in the bargaining unit shall be computed from the first day of employment for employees who have completed their probationary period. By the completion of the probationary period the Company will place the employee in the classification for which he was hired, or another classification which is vacant after bidding.

ARTICLE V HOURS OF WORK – OVERTIME

5.1 (a) The normal work week shall consist of five (5) consecutive days, Monday through Friday.

When operating three shifts, the normal schedule will be as follows:

First Shift:	7:00 a.m. through 3:00 p.m.
Second Shift:	3:00 p.m. through 11:00 p.m.
Third Shift:	11:00 p.m. through 7:00 a.m.

The first day of the normal workweek for the third shift shall begin at 11:00 p.m. on Sunday and the normal workday shall consist of eight (8) consecutive hours, excluding twenty (20) minutes for lunch period, which shall be paid for. When employees are scheduled for a twelve-hour (12) shift, an additional fifteen- (15-) minute paid lunch period will be provided between the eighth and tenth hour of the work schedule.

When either the Bearing Plant or the Ring Rolling Mill operates less than three shifts, the Company shall have the right to adjust the shift starting and ending times for all employees in that plant [except maintenance if working three (3) shifts] so as to provide a thirty (30) minute unpaid lunch period, i.e. First Shift: 7:00 a.m. to 3:30 p.m., with an unpaid lunch period from 11:00 a.m. to 11:30 a.m. In so doing, the Company will make the adjustment in the plant for all employees except maintenance employees.

(b) This provision shall not be construed as guaranteeing any number of hours or days of work.

(c) Employees shall be available and report for the days and hours of work as scheduled or required in their jobs.

(d) An employee, who has left his work after eight (8) hours of work, and is called or scheduled back within his twenty-four (24) hour period, will be paid at the overtime rate for such time worked.

(e) An employee working scheduled daily overtime will be paid the overtime rate for those hours which exceed the first eight (8) hours in a twenty-four (24) hour period (this period commences when the employee begins work).

(f) Employees will be available for weekend overtime in the area and shift where the majority of their week is worked.

5.2 Work performed in excess of eight (8) hours in any single work day, in excess of forty (40) hours in a given work week, or on Saturdays, shall be paid for at the rate of one and one-half (1½) times the employee's regular rate of pay except that an employee will not receive Saturday overtime, as such, if the employee was absent from work during that work week and he received an Absence Occurrence Point for his absence.

5.3 (a) Sundays shall be paid for a rate of double (2) times the employee's regular rate of pay when work is scheduled and performed except that an employee will not receive Sunday overtime, as such, if the employee was absent from work during that work week and he received an Absence Occurrence Point for his absence. If the employee receives an Absence Occurrence Point (s), then he must work the hours that he was absent during the work week before Sunday, or during Sunday, before the Sunday double time premium will apply.

When Sunday work is mandatory, employees who work shall be paid at the rate of two (2) times the employee's regular rate of pay.

(b) Hours worked on a holiday will be paid as follows, in addition to holiday pay: For New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day two (2) times the employee's regular rate of pay; for all other holidays designated in this Agreement one and one-half (1½) times the employee's regular rate of pay.

(c) If an employee is scheduled to work on a Saturday or Sunday, or both days, in a work week then the employee will be

provided the opportunity for forty (40) hours of available work or pay in the following normal work week.

5.4 There shall be no pyramiding of overtime or other penalty or premium pay under this or any other provision of this Agreement.

5.5 (a) An employee reporting for work at his starting time and who has not been notified on the preceding day or three (3) hours before his regular starting time not to so report, except when production difficulties beyond the Company's control created by an Act of God, fire or civil strife, prevent giving such notice, shall be entitled to four (4) hours pay or four (4) hours of work that the Company may assign, commencing with regular starting time.

(b) Employees in maintenance and tooling who are called back to work for repairs will be paid for two (2) hours call-in pay if they do not want to work four (4) hours to receive four (4) hours call-in pay.

5.6 (a) The Company retains the right to schedule, and the responsibility to fill, hours in excess of eight (8) hours per day and weekend overtime, allowing however, senior employees to refuse, if qualified less senior employees are available to perform such work. For example, if one machine is required to be operated and all senior employees refuse the assignment, the least senior qualified employee in a classification may not refuse the overtime. Employees volunteering for the week-end overtime will sign-up by the end of the afternoon shift on the Tuesday preceding the overtime. The volunteer sheet will be posted by 11:00 pm on Sunday. Employees scheduled to work weekend overtime will be notified no later than the end of the second shift on the Wednesday preceding the overtime. Senior employees desiring not to work the week-end overtime will notify their supervisor by the middle of their shift on the Thursday preceding the scheduled overtime. Cancellations will be posted or employees will be notified no later than the end of the third shift on Friday preceding the weekend overtime. Employees will be notified of scheduled daily overtime prior to the end

of the shift preceding the day of the overtime. Twelve (12) hours shall elapse between shifts. Scheduled overtime will be subject to only one (1) change per employee. All employees will have at least two (2) Sundays per month as non-scheduled workdays. Employees (except for maintenance) will not be required to work more than three (3) consecutive Saturdays and Sundays. Maintenance employees will not be required to work more than twenty-six (26) consecutive days without a two (2) day break.

An employee will not be required to work more than eight (8) hours on Saturday and eight (8) hours on Sunday if the employee has worked fifty-six (56) or more hours during the work week (Monday through Friday).

(b) Overtime shall be distributed as equally as practicable among those employees on the shift and within a classification where the overtime is required. The Company will endeavor, when possible to balance overtime in a classification among the shifts.

(c) For purposes of equalization, employees will be charged for the total overtime hours worked. Any employee who bids or bumps, or is transferred into a classification, will be charged with the overtime hours of the highest employee in that classification. The Union will determine the number from the department overtime records. The Company will make available for review by the Local Union, on quarterly basis, department overtime records. The equalization threshold shall be thirty-two (32) hours.

(d) An indirect non-classified overtime list will be established in each plant on which employees may sign-up for assignment to weekend and holiday shutdown overtime on a rotation basis, by seniority. This list will be posted in each plant once every six (6) months and will be open for signature for 14 days prior to the effective start date of the list. In the event that an employee is on leave and cannot sign the posting, the employee must contact the Human Resource Department with his request to be included on the list. Each period of overtime will then be filled in sequence by asking the individuals on the appropriate list in rotation, day by day, commencing

with the employee next after the last employee asked to work. Such an employee shall have preference regarding day and shift.

(e) Employees accepting overtime and not working such overtime as agreed will be charged for such overtime and will be subject to the appropriate discipline.

(f) Employees absent for any reason at the time when weekend overtime is scheduled (unless the employee signs the volunteer sheet) need not be offered weekend overtime. However, the employee will be responsible for the weekend overtime, if scheduled.

(g) Employees may leave their work station to utilize the vending machines providing they adhere to the established shop rules and regulations that are in effect. Abuse of this privilege will result in the Company initiating disciplinary procedures.

(h) After working two (2) consecutive weeks of up to twelve (12) hours per day (up to four (4) hours scheduled mandatory overtime), employees may elect to refuse in excess of ten (10) scheduled hours per day for a period of one week. Employees wishing to exercise their right to restrict their mandatory overtime to the ten (10) hour limit, must provide notification of such intent by the end of the week prior.

(i) For weekend overtime, the Company will seek out volunteers qualified to do the work if none (or, an insufficient number) of the employees in the classifications required are interested in the weekend overtime, volunteers will be selected based upon qualifications and seniority. If no (or, an insufficient number of) volunteers are available, then the required weekend overtime procedures shall apply.

5.7 (a) In addition to Social Security and Withholding Taxes, the Company agrees to make deductions and, with the employee's authorization, will make deductions from your paycheck for Credit Union, and certain charitable contributions.

(b) The Company agrees to furnish, at Company expense, all tools and supplies that are required and deemed necessary in the

performance of the employee's job.

(c) If an error occurs on your pay, please advise the Human Resource Department. An error of less than five (5) hours will be corrected the following week, any hours beyond five (5) will be corrected the next work day.

(e) When a holiday occurs and creates a timeliness problem with payroll, a 40-hour pay for wages earned will be issued and adjustments over or short will be corrected on the following week's payroll.

(f) The parties have agreed to use a direct deposit system for payroll. Employees will receive electronic access to earnings and deductions on the normal payday. In addition, the Company agrees to post every Monday the "basic time report" and to make available upon request, the worksheet showing the employee's hours of work and pay.

ARTICLE VI HOLIDAYS – VACATIONS – BEREAVEMENT PAY – LEAVES OF ABSENCE

6.1 (a) Holidays observed by the Company during this Agreement are Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and the following: Christmas Eve thru New Year's Day.

For 2018 -	December 24, 25, 26, 27, 28, 31
For 2019 -	January 1, December 24, 25, 26, 27, 30, 31
For 2020 -	January 1, December 24, 25, 28, 29, 30, 31
For 2021 -	January 1, December 23, 24, 27, 28, 29, 30, 31
For 2022 -	December 23, 26, 27, 28, 29, 30
For 2023 -	January 2

(b) The Company will observe a holiday shutdown during the following periods:

For 2018 -	December 24 through January 1
For 2019 -	December 24 through January 1
For 2020 -	December 24 through January 1
For 2021 -	December 23 through January 2
For 2022 -	December 23 through January 2

During these holiday shutdown periods, employees will be eligible for holiday pay only for those holidays set forth in paragraph (a) above falling within the applicable shutdown period. Employees scheduled to work during the holiday shutdown shall be permitted to schedule days off, without pay, for those holidays worked for which they did not receive one and one-half premium pay.

6.2 To be eligible for holiday pay, an employee must work the last scheduled work day prior to and the next scheduled work day following such holidays, with the only exception being previously scheduled vacation, hospitalization and/or confinement to the home due to a serious illness (under a Doctor's care), bereavement, and the allowed absence of one opportunity per calendar year to miss a qualifying/eligibility period. Such absence will not penalize the opportunity for holiday pay, but will not be considered an excused absence in the overall attendance record.

In addition, to be eligible for holiday pay, an employee must have performed some work during the seven (7) days preceding or the seven (7) days after the holiday.

6.3 If a holiday falls within an employee's vacation period, the employee's vacation will be extended by one day unless the employee gives 24-hour notice to his supervisor and the Human Resource Manager that he does not want his vacation to be extended.

6.4 Should any of these holidays occur on Sunday, the following Monday will be observed as the holiday. If they occur on Saturday, the preceding Friday will be observed.

6.5 If a holiday occurs within two (2) weeks of an employee's respective layoff, such employee will receive holiday pay according to the terms of this Agreement.

6.6 (a) Annual vacation is earned based on the hours worked in the prior year by the employee based on the employee's anniversary date. To qualify for any vacation, the employee must have worked a minimum of 1,000 hours in the previous year. Once qualified, annual vacation is based on the employee's length of service in accordance with the following schedule:

<u>Service</u>	<u>Vacation</u>	<u>1,000 Actual Hours Worked Qualifies for</u>
1 year, but less than 6 years	10 days	80 hrs.
6 years, but less than 8 years	11 days	88 hrs.
8 years, but less than 10 years	12 days	96 hrs.
10 years, but less than 13 years	15 days	120 hrs.
13 years, but less than 17 years	16 days	128 hrs.
17 years, but less than 20 years	17 days	136 hrs.

20 years, but less than 25 years	20 days	160 hrs.
25 years, but less than 30 years	23 days	184 hrs.
30 years or more	25 days	200 hrs.

(b) The anniversary of the employee's starting date will determine the years of employment.

(c) Vacations are to be taken within a year after they are earned; such year is defined as anniversary date to anniversary date, with the prior approval of the employee's supervisor. One week of vacation time may be carried over to the next year. Otherwise, he may receive up to five (5) day's pay in lieu of vacation time off.

(d) An employee who has attained the years of employment as defined in Article VI - Section 6 Paragraphs (a) and (b), shall receive vacation corresponding to such years of continuous service and vacation pay applicable to the actual hours worked during the preceding twelve months in the calendar year as of December 31. To compute the vacation pay, the individual employee's regular straight time hourly rate, as of the date the vacation is taken.

(e) If so desired, and subject to the approval of the supervisor, an employee may take up to seven (7) separate vacation days and eight (8) separate half (1/2) days. Each request must be accompanied by a notice of at least eight (8) hours to the Company.

However, subject to the above, an employee may take up to five (5) additional separate vacation days for days not worked due to a scheduled short work week.

(f) If an employee leaves the Company after one year of continuous service, such employee will receive vacation pay to which he is entitled, less any vacation already taken in the year of termination, plus a pro-rata share from anniversary date to the date of termination.

(g) After working a minimum of 1000 hours, an employee has earned half of their vacation days, according to their years of service. The employee has the option of taking these vacation days as soon as they are earned, or of using them at a later date in accordance with the terms of this agreement.

(h) An employee will not be required to work the weekend before the start of his scheduled vacation. A week of scheduled vacation consists

of Monday through the following Sunday. Vacation scheduled before weekend posting shall relieve an employee of his overtime obligation. Also, overtime shall not be required on individual vacation days.

(i) Vacation hours used in a vacation year, up to 40 hours per vacation week, will be counted as hours worked for purposes of computing Actual Hours Worked for the next year's vacation under paragraph Section 6.6(a) above.

6.7 Employees on the Company's payroll in the bargaining unit, who have completed their probationary period, shall in the event of death of a parent, step-parent, spouse, child, step-child, brother, sister, parent-in-law, grandchild, legal guardian or grandparent receive up to a maximum of three (3) regularly scheduled work days [and, one (1) day in the event of death of a natural grandparent of the spouse] at straight time pay for work missed, to prepare for, travel to and from, or attend the funeral of such deceased person. Employees claiming the foregoing shall render a written claim stating the facts and give any supporting proof that the employer may request.

6.8 If the employee is on Active Reserve Status with the Armed Services and is called up for two weeks annual training or for temporary emergency duty, a leave is granted without pay and without loss of continuous service for all employees hired after the effective date of this contract. Employees currently employed as of the effective date of this contract will receive the difference between their hourly straight time rate and the monies received from the armed services for

the two (2) week annual training, or up to twenty (20) work days for temporary emergency duties.

6.9 When an employee begins a military leave of absence, the employee will be paid for the actual time worked, plus any unused vacation. The employee must return to work within ninety (90) days after discharge or employment will be considered terminated. Should the employee resign during this period, the effective date of resignation will be the date of receipt of notice. In most cases, the employee's job is protected when inducted into the Armed Forces. If the employee is still qualified to perform the job duties upon return, the employee will be restored to the same position or to a position of like status and pay without loss of continuous service. An employee who returns from a Military Leave of Absence shall be granted a (45) day re-familiarization period in which to re-qualify for his previously held position.

6.10 When it becomes apparent that an employee will be absent from work for a period of one (1) week or more due to illness, a request for a leave of absence is necessary. The starting date of a leave of absence is the date following the last day actually worked. The Company reserves the right to request a written statement from the employee's physician prior to granting a leave of absence.

Subsequent statements from a Company doctor may also be required if reasonable doubt exists concerning the need for a leave of absence. Abuse of this privilege may result in disciplinary action or discharge; prior notice will be given to the employee and the Union before such action.

6.11 Should an employee be called for jury duty, the employee must present the summons to the Human Resource Manager immediately. The employee will be excused from work and will be paid the difference between his scheduled eight (8) hours straight time hourly rate and the pay received for jury duty. The employee is expected to

report to work on all work days during the tour of duty if not required to be present for jury duty.

6.12 An emergency leave of absence may be granted to an employee for personal reasons, not to exceed thirty (30) days, when approved by the Human Resource Manager. Seniority does accrue during a personal leave of absence. The Company will provide group insurance coverage during the first 30 days of an employee's personal leave of absence.

6.13 Any local union officer, grievance committeeman, or shop steward shall be granted, upon his request, a leave of absence for not more than two (2) years for the purpose of working full time for the Local or the International Union, and the period of absence shall be included in his seniority. At no time shall more than two (2) employees be on such leave at the same time.

6.14 If the employee's leave of absence is for reasons other than illness, military reserve training leave, or accident, the employee's insurance, and that of any dependents, will cease thirty (30) days after the last day actually worked. If the employee is laid off, the employee's health and life insurance, and that of any dependents, will cease three (3) months after the employee's date of layoff. Employees on leave of absence for illness or injury shall have their health and life insurance, and that of any dependents, continued for the period in which their seniority continues under Section 4.1(f), but only up to a maximum period of one (1) year. The employee may, however, continue this coverage under the COBRA provision at direct payment premium rates. The COBRA privilege does not apply if the employee has or obtains group hospitalization and medical/surgical coverage through the spouse's employer, an association insurance program or a group retirement plan. Consult the Human Resources Department for details on the benefit.

6.15 Employees working 960 hours of perfect attendance will earn an “illness pay period”. An “illness pay period” will entitle the employee to 20% of his sickness and accident benefit for each day beginning with the first day of illness up to a maximum of five (5) consecutive work days of illness for the period. (As with the Attendance Policy, an illness of three (3) consecutive work days or more must be supported by a doctor’s excuse). An employee must earn 960 hours of perfect attendance to qualify for such pay. Employees may accumulate no more than three (3) “illness pay periods” at any one time. If an “illness pay period” is used by an employee, it can only be replaced by a subsequent period of perfect attendance (960 hours). The use of less than five consecutive days of illness pay in an “illness pay period” is permitted; however, its use will constitute use of the entire “illness pay period” [for example, applying for, and being paid for three (3) consecutive days of illness equals the use of one illness pay period]. Perfect attendance is starting and stopping scheduled work on time, within the rules and regulations in effect. Scheduled vacation, holidays, bereavement leave, jury duty, military leave and excused union business do not alter perfect attendance.

Effective January 1, 2019, the sickness and accident benefit for eligible bargaining unit employees is \$500 per week for a maximum of 26 weeks and effective January 1st, 2022, the sickness and accident benefit for eligible bargaining unit employees is \$600 per week for a maximum of 26 weeks.

ARTICLE VII WORKING CONDITIONS - INSURANCE AND PENSION BENEFITS

7.1 The Company shall create a safety committee comprised of two Union members from each plant and up to four members from the Company for the purpose of discussing Safety and Health. This committee will meet whenever its members feel it is necessary, not to exceed once a month.

7.2 (a) The Company will provide one (1) enclosed bulletin board at each plant for the exclusive purpose of posting Union notices as follows:

1. Recreational and Social Affairs of the Union
2. Union Meetings
3. Union Appointment
4. Union Elections

(b) No provisions of the section shall be construed to permit the posting of any political or advertising matter by the Union on such bulletin board or elsewhere on Company property.

7.3 The Pension Plan will be frozen effective January 1, 2019. Any employee participating on that date will receive an additional three (3) years of credited service. A Summary Plan Description (SPD) of the negotiated benefits will be made available and distributed to each employee/participant upon request.

7.4 The Company agrees to amend the 401(k) Plan to provide the following contributions and matching funds:

Effective January 1, 2019 and each year of this contract, the Company will contribute 3% of the employee's gross annual earnings (as reported on W2, Box 1) plus a 50% percent match on the first 5% of the employee's contributions. All Company contributions are 100% vested.

7.5 (a) Bargaining unit employees may choose to participate in any of the medical, prescription, dental, vision, life and voluntary benefit plans offered to the other employees of the Aurora, Ohio plants. The plan or plans may be modified by the Company at its discretion providing the modified plan is comparable to the existing plan. Annual enrollment and the available programs are summarized in the "Connect" enrollment bulletin.

The most recent bulletin was provided to the Union during collective bargaining. The specific provisions of the PPO Plan listed below may not be modified or removed without the mutual written agreement of the Union.

AURORA PLANTS ONLY

**thyssenkrupp North America
2019 In-Network Medical Plan Designs**

Medical Plan	Harmonized Plan		
	PPO	HSA	HRA
Copays			
Office Visits	\$30	N/A	N/A
Urgent Care	\$75	N/A	N/A
Preventive	100%	100%	100%
Emergency Room	\$150	N/A	N/A
Chiropractor*	\$25	N/A	N/A
Deductible			
Individual	\$500	\$1,500	\$2,250
Family	\$1,000	\$3,000	\$4,500
Embedded Deductible	Yes	No	Yes
Medical OOP Max (Incl. Ded)			
Individual	\$2,200	\$3,500	\$4,000
Family	\$4,300	\$7,000	\$8,000
Embedded OOP Max	Yes	Yes	Yes
Coinsurance			
Plan Pays	80%	80%	80%
HSA/HRA Seed Money			
Single	n/a	\$500	\$750
Family	n/a	\$1,000	\$1,500
Prescription Drugs			
Retail - Generic	\$10	\$10 after deductible	\$10 after deductible
Retail - Preferred Brand	\$35	\$35 after deductible	\$35 after deductible
Retail - Non-Preferred Brand	\$60	\$60 after deductible	\$60 after deductible
Mail Order (90-day supply)	2X Retail Copay	2X Retail Copay	2X Retail Copay
Specialty	\$20/\$70/\$120	\$20/\$70/\$120 after ded.	\$20/\$70/\$120 after ded.
OOPM	\$3,000/\$6,000	Combined with Medical	Combined with Medical

*Benefits for chiropractic and osteopathic manipulation will be provided at 100% of the Maximum Allowance, subject to a Copayment of \$25 per visit, when Covered Services are received from a Participating Provider. Benefits for chiropractic and osteopathic manipulation from a Participating Provider will not be subject to the program deductible.

(b) The spousal and tobacco surcharges will be excluded from the Company plans.

(c) Bargaining unit monthly payroll contributions for 2019 will be:

Medical	2019 Monthly Employee Contributions											
	PPO Plan				HSA Plan				HRA Plan			
	Ee Only	Ee + Sp	Ee + Ch	Family	Ee Only	Ee + Sp	Ee + Ch	Family	Ee Only	Ee + Sp	Ee + Ch	Family
Aurora Employees	\$120.00	\$250.00	\$230.00	\$350.00	\$71.00	\$150.00	\$137.00	\$213.00	\$54.00	\$113.00	\$101.00	\$159.00

(d) Effective January 1, 2020 for the PPO Plan only, year over year increases in employee Payroll Contributions will not be increased more than 5% of the previous year's contribution rate.

(e) In the first year in which an employee elects the HRA or HSA they will receive the following voluntary benefits (Basic Plan): Accident Insurance, Hospital Indemnity Insurance and Critical Illness Insurance at no cost to the employee.

(f) Eligible bargaining unit employees may elect to opt-out of the Company's medical plan with an allowance of \$75/month for Single and \$150/month for Family.

(g) Retiree healthcare coverage – Grandfather the following employees for retiree healthcare as follows: Current retirees will continue to receive the healthcare coverage. The following employees who are otherwise eligible (based upon age and years of service) for early retirement during the term of this agreement will receive this coverage:

Todd Bennett
 Clay Bruckelmyer
 Daryl Lehman
 Russ Rogers
 Stanley Kawskey

David Blake
 Mark Caruthers
 Greg Myers
 Keith Warrick

7.6 You must wear safety glasses and shields in the plant. You also must wear hearing protection in the plant as described by The Company's Hearing Conservation Policy. There are no exceptions to these safety rules. These rules apply to all Rotek employees and any visitors and other non-employees. Disciplinary measures, including suspension if required, will be taken to enforce these protective measures.

7.7 (a) You must wear steel-toed safety shoes if you work in the plant. Disciplinary measures - including suspension if required will be taken to enforce this protective measure.

(b) A \$300.00 annual allowance for safety shoes will be paid in January of each calendar year to eligible bargaining unit employees.

7.8 The successful operation of Rotek's plants requires that certain rules of reasonable behavior and conduct be observed. Understanding, observing, and respecting these rules is required. Disciplinary action leading to suspension and/or suspension pending discharge will occur when necessary.

7.9 An employee who is counseled, warned, suspended, or discharged shall be given a written notice of such, and a copy shall be promptly provided to a member of the Union's Grievance Committee. The Company shall prepare and maintain a disciplinary listing, showing all disciplinary action of each employee. This list will be updated every month and copy will be given to the Union.

7.10 Written verbal warnings will not be considered after 960 hours, so long as no other warnings for the same offense have occurred. Written warnings and more serious discipline will not be used as a basis for further progressive disciplinary action if more than three (3) years old; however, such disciplinary documentation will remain a part of the employee's file.

7.11 Employees must provide the Human Resource Department with a current address, phone number, marital status, number of dependents and life insurance beneficiary.

7.12 The Company, at its expense, will format, print and distribute copies of the Labor Agreement within six (6) months after its effective date provided the parties mutually agree on the color of the Labor Agreement cover. The Union will review the final text and sign-off on its accuracy. A Union Printer will be used.

ARTICLE VIII GRIEVANCES AND ARBITRATIONS

8.1 A grievance is defined as a complaint by any member of the Union, covered by this Agreement, or by the Union in its own behalf, that the Company has violated a specified, express term of this Agreement, or that it has unjustly denied any employee his job contrary to the terms thereof, or has denied any employee any benefit arising out of his job. Such a complaint shall be treated in the following manner: With one (1) exception, suspensions pending discharge, such grievances shall follow this procedure: Letter of suspension will be provided to the local Union within twenty-four (24) hours of the disciplinary action being taken. Suspension of five (5) calendar days or more, shall proceed automatically to step four (4) of the grievance procedure, after first lodging a complaint within the five (5) work day period.

Each party including the grievant, shall follow the specified time limits for processing, appealing or answering grievances as provided in this Article unless the parties mutually agree in writing to an extension date. Failure of either party, or the grievant to follow the specified time limits shall result in default of the grievance in favor of the other party.

STEP 1: The complaining party shall first lodge his complaint in writing with his immediate supervisor within five (5) work days after the incident arose (wage claims excepted). In so doing, the grievant shall set forth the specific incident to which the complaint refers, and the specific term or provision of this Agreement which the grievant claims is being violated.

Thereupon, if requested by the complaining party, his shop steward may be present after first complying with Article VIII, Section 5, and the party and/or parties shall discuss the matter with the supervisor concerned, who shall render a decision in writing within two (2) workdays next following the termination of their discussion.

STEP 2: Thereupon, if necessary and within the five (5) workdays next following, the Grievance Committee of the Union shall serve a written copy of the grievance upon the appropriate Plant Manager, who shall render a decision in writing within the five (5) workdays next following the serving of the grievance or the termination of such discussion, whichever is later.

STEP 3: Thereupon, if necessary and within five (5) workdays next following the decision on Step 2, the applicable shop Union Representatives shall discuss the matter with the Management Committee who shall render a decision within five (5) workdays next following the termination of such discussion.

STEP 4: Thereupon, if necessary a meeting between the Grievance Committee and the Staff Representative of the Union and/or the Local Union President and Vice President and the Management Committee shall be held at a time mutually agreeable to both parties, but not later than ten (10) workdays after referral as above provided, to review the matter and at which management will render a decision with respect thereto, in writing, within the ten (10) workdays next following the termination of such review.

STEP 5: All of the foregoing having been exhausted without a mutually satisfactory settlement of the complaint, then, upon notice in writing, (served by the complaining party upon the opposite party at interest within the ten (10) workdays next following the decision on Step 4 above) either party may require that the matter be submitted to arbitration, if the matter is properly one for determination by arbitration, and provided further, that the subject proposed to be arbitrated is one which has not been excluded from arbitration by some express or implied condition of this Agreement.

Concurrently, with its demand for arbitration of a complaint, the complaining party shall within ten (10) workdays following the notice of intent to arbitrate, meet with the Company representative to select an arbitrator whose decision shall be final and binding. The arbitrator shall be selected from a panel of seven (7) arbitrators provided by FMCS and its process for arbitration. The company and the Union may by mutual agreement use FMCS mediation as a method to resolve a grievance prior to arbitration.

The panel shall consist of seven (7) arbitrators mutually selected between the Company and the Union to serve as a permanent panel during the term of the Agreement. A separate arbitrator shall be selected to hear each grievance submitted to arbitration. The arbitrator will be selected in consecutive order from the panel list. If an arbitrator is unable to serve on the panel for any reason, the parties will mutually select a replacement. Each party shall have the right to remove one (1) arbitrator from the panel during the term of the Agreement.

8.2 The cost of arbitration shall be borne equally by the parties.

8.3 No arbitrator shall have the authority to add to, subtract from, or in any way change any of the terms or conditions of this Agreement or to modify, set aside or extend same. The sole responsibility of the arbitrator shall be to interpret the meaning of the language of this Agreement as it applies to the particular grievance being arbitrated.

8.4 The Grievance Committee shall consist of three (3) employees of the Company, selected by the Union. Members of the Committee and the Local Union President and Vice President (if employed by the Company) will be afforded such time off without loss of pay, as may be required for the following:

- (1) To attend scheduled Union-Management meetings.
- (2) Whenever meeting with the Company in the administration of the collective bargaining agreement.
- (3) Whenever meeting for negotiations with the Company for a new collective bargaining agreement. Not to exceed ten (10) days unless agreed to by the Company.

The Company shall not pay for any time for Union activity when an employee comes in on his own time. Furthermore, all paid time off as stated above will be treated as time worked.

Time off without pay to conduct other Union business, will be permitted for the purposes of attending conventions, district council functions, training seminars, and for conducting legitimate business on behalf of the Union, providing the Company is notified at least five (5) days in advance. Such time off will not exceed 25 days per person per calendar year with no more than two (2) Union members excused at any one time.

8.5 All appointed or selected Union representatives must secure permission from their supervisors prior to leaving the work station and no employee may visit another department in connection with a grievance without permission from the supervisor of that department.

8.6 All appointed or selected Union representatives must record their time-out when participating in plant grievance activity during scheduled work time and record their time-in when returning to the work station.

8.7 The Union shall keep the company currently informed of its local Union officers, grievance committeemen, and shop stewards. There shall not be more than one shop steward per shift.

8.8 The International Representative of the Union shall have access to the plant during working hours for the purpose of investigating grievances after securing permission from the Human Resource Manager.

8.9 Employees scheduled to work on Saturdays of scheduled union meetings will be permitted to attend such meetings provided the employee gives the Company twenty-four (24) hours advanced notice.

ARTICLE IX CONTINUOUS OPERATION SCHEDULE

A. Notice and Intent.

The Company may implement a Continuous Operation Schedule (7 days, 24 hours per day) as described in this Exhibit with regard to any new equipment installed in any new operations/facilities located at the Aurora complex after November 1, 2007. In the event that the Company implements a Continuous Operation Schedule as to new equipment installed in any new operations/facilities, the terms and conditions of this Exhibit B will prevail over any conflicting provisions of the Labor Agreement as to the new equipment or operations. The Company will provide sixty (60) calendar days' notice to the Union prior to implementing the schedule or discontinuing the schedule.

Further, the Company will discuss and consider any concerns expressed by the Union with regard to such implementation.

The Company does not expect to relocate any existing equipment into the new operations/facilities. However, in the event that such a relocation of existing equipment becomes necessary, the Company will negotiate with the Union as to the implementation of the Continuous Operation Schedule.

In addition, the parties agree to the following understandings:

- The parties agree that the 24/7 scheduling may not necessarily be a three (3) on and three (3) off schedule. Such scheduling shall be the subject of the parties' discussions after notice (60 days) is given by the Company.
- The term "New Equipment" applies to the "New Facility"
- "Old Equipment" moved in the new facility is subject to the parties' negotiations.
- "New Equipment" moved into the old facility shall have no applicability to this Agreement.
- No incumbent employee (hired before 11/01/07) will be forced to accept a new position created on new equipment in the new facility if that new position can be scheduled for a continuous operation schedule.

B. Schedule

7-Day

The schedule is back-to-back twelve (12) hour shifts, Monday through Sunday. The following characteristics apply to such a schedule.

1. The shifts run from 7:00am to 7:00pm, and from 7:00pm to 7:00am. The pay period runs from 7:00am Monday to 7:00am the following Monday.

2. Crews A and B work 7:00am to 7:00pm, and Crews C and D work 7:00pm to 7:00am. Crews A and C work 3 consecutive days followed by Crews B and D working three (3) consecutive days. This work pattern repeats every 6 days.

3. Employees choose their shifts by seniority and qualifications.

The parties may modify the Continuous Operating Schedule by mutual agreement by changing starting and stopping times, consecutive days worked, etc.

C. Premium Pay

1. An additional 75 cents (\$0.75) per hour above the regular hourly rate of pay shall be paid while working on the Continuous Operation Schedule.

2. Overtime, at 1½ times regular pay, is paid for all hours worked in excess of 40 hours in a pay period.

3. Overtime is not paid for Saturday within 7-Day Continuous Operation Schedules. Overtime is not paid for Sunday within the 7-Day Continuous Operation Schedule.

4. Overtime is not pyramidal.

5. For the calculation of overtime (1½x for hours worked in excess of 40 in a pay period), the following excused absences are counted towards the forty hours in a pay period: holiday, funeral leave, jury duty and vacation, provided the excused absence falls on a scheduled work day.

D. Breaks

Employees will receive one (1) twenty (20) minute break in the first eight (8) hours of the shift, and another fifteen (15) minute break between the eighth and tenth hour of the shift.

E. Reporting Pay

Employees are eligible for six (6) hours reporting pay.

F. Call-in Pay

Employees are eligible for four (4) hours call-in pay.

G. Holiday Pay/Observance

1. Employees who work a scheduled holiday will receive two (2) times their straight-time pay for all hours worked plus twelve (12) hours of straight-time, non-work holiday pay.

2. Employees will receive twelve (12) hours of straight-time pay for a holiday which falls within their work schedule and for which they are not scheduled to work.

3. Employees will receive eight (8) hours of straight-time pay for each holiday designated by the Labor Agreement which falls outside the employees' work schedule.

4. All other provisions of the Labor Agreement, as they apply to holiday eligibility, apply to the Continuous Operation Schedule.

5. The actual day and date on which a specific Holiday is observed may be modified by mutual agreement.

H. Shift Differential

Employees assigned to the night shift, 7:00pm to 7:00am receive a shift differential of fifty cents (\$0.50) per hour for all hours worked.

I. Funeral Leave

Employees receive a maximum of twenty-four (24) hours pay for approved funeral leave, regardless of whether absence is on scheduled work day [except that twelve (12) hours of pay for natural grandparent of spouse if taken on scheduled work day, or eight (8) hours if taken on scheduled day off]. Article VI para.6.7 outlines the criteria for eligibility.

J. Jury Duty

Employees receive the pay differential for Jury Duty based upon twelve (12) hours of pay for each day lost as a result of approved leave for Jury Duty.

K. Vacation

1. Pay and eligibility is calculated according to the Labor Agreement.

2. Scheduling is on a calendar week basis.

3. One day and half-day vacations may be taken in twelve (12) hour or six (6) hour increments, and charged against the employee's total vacation hours.

ARTICLE X MISCELLANEOUS

10.1 Service Awards

(a) Rotek honors its long-term employees by giving monetary service awards. Service awards will be given to eligible employees via direct deposit through the payroll system and taxed according to Federal guidelines.

(b) Service awards will be given after an eligible employee has completed five (5) years of service and every five years thereafter according to the following schedule:

Years of Service	Service Award
For five (5)	\$200
For ten (10)	\$300
For fifteen (15)	\$400
For twenty (20)	\$500
For twenty-five (25)	\$600
For thirty (30)	\$700
For thirty-five (35)	\$800
For forty (40)	\$900
For forty plus (40+)	\$1,000

10.2 Retirement Awards

(a) To recognize the hard work and dedication of our retiring, long-term employees, retirement awards will be given to eligible employees via direct deposit through the payroll system and taxed according to Federal guidelines.

(b) To be eligible for a retirement award, the employee must be 55 or more years of age and have continuous service of ten or more years. Retirement awards will be given according to the following schedule:

Years of Service	Service Award
For ten –fifteen (10-15)	\$500
For fifteen-twenty (15-20)	\$750
For twenty-twenty-five (20-25)	\$1000
For twenty-five to thirty (25-30)	\$1250
For thirty or more (30+)	\$1500

ARTICLE XI TERMS

Modify Dates

This Agreement shall be in full force and effect from October 1, 2018, until midnight September 30, 2023.

Sixty (60) days before the expiration date of this Agreement, to wit: August 1, 2023 either party may give written notice to the other that it desires to terminate or modify this Agreement, and upon receipt of such written notice, the parties agree to meet and confer for the purpose of negotiating a new agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives:

UNITED STEEL, PAPER AND
FORESTRY, RUBBER, MANUFACTUR-
ING ENERGY, ALLIED INDUSTRIAL
AND SERVICE WORKERS
INTERNATIONAL UNION, AFL-CIO-CLC

BY UNION

Leo W. Gerard
Leo W. Gerard, International President

Stan Johnson
Stan Johnson, International Secretary/Treasurer

Thomas C. Conway
Thomas C. Conway, International Vice President

Fred Redmond
Fred Redmond, International VP (Human Affairs)

David R. McCall
David R. McCall, Director District 1

Gary Thompson
Gary Thompson, Staff Representative

ROTEK INCORPORATED
AURORA, OHIO

BY COMPANY

Burt Valanty
Burt Valanty, VP Human Resources & Labor Relations

Kay Dwyer
Kay Dwyer, Corporate Human Resource Manager

Jason Conley
Jason Conley, Plant Manager Aurora Bearing Plant

Mike Jakubowski
Mike Jakubowski, Plant Manager Ring Rolling Mill

John Papp
John Papp, Treasurer - Controller

LOCAL UNION COMMITTEE 8565

Marcus Graves Jr.
Marcus Graves Jr., LU President

Matthew Kressler
Matthew Kressler, LU Vice President

Kenneth Falkenberg
Kenneth Falkenberg, Unit Secretary

Michael Hessert
Michael Hessert, Unit Chairman

Ken Walters
Ken Walters, Unit Grievance

**APPENDIX A
SCHEDULE A
WAGES**

Economic Items

(a) The Company shall have the right to establish or change the job content (requirements of the job as to training, skill, responsibility, effort, duties, machine manning and working condition) of an existing job. However, before implementing a new job or changing the job content of an existing job, the Company will meet with the Union to explain the basis for the changes, the nature of the changes, and classification rate. If the Company and the Union are unable to agree on the pay rate for the new or changed job, any employee affected by the change may, at any time within fifteen (15) calendar days after the job is installed or changed significantly, file a grievance alleging that the rate for the job is improperly classified.

(b) No basis shall exist for an employee to allege that a wage rate inequity exists on jobs already in effect, and no grievance on behalf of an employee alleging an inequity shall be filed or processed during the terms of this Agreement.

(c) A differential of fifty cents (\$.50) per hour shall be paid for the second and third shifts.

(d) Hourly employees bidding to a higher rated job classification (Example: from grade 6 to grade 5, etc.), shall receive the standard hourly wage rate for the higher rated job classification after being qualified for the job. Until the employee is qualified, the employee will receive his then current rate of pay. The provisions of this paragraph (d) shall also apply to any employee who successfully cross-bids from one plant to the other plant.

Employees who bid to a job with a lower rate of pay will begin receiving the pay rate for the lower-rated job when they begin the new job.

(e) Employees hired after November 1, 2012 shall receive eighty percent (80%) of the base rate of pay. After each year of service,

the base rate of pay will increase 10% until such time as the employee attains the full base rate of pay for their job classification.

(f) The Company may establish working leadmen or shift leaders. Working leadmen or shift leaders shall be paid 10% above their classification rate. Working leadmen or shift leaders shall be governed by the provisions of the Labor Agreement, and shall not be utilized as foremen.

(g) Any incumbent employee assigned to train employees in his classification or classifications shall be paid a 10% premium of his current hourly rate or the hourly rate of the classification assigned, whichever is greater, for the time spent in training.

(h) Wages shall be paid by direct deposit to a financial institution account designated by each employee. Employees will complete direct deposit authorization forms provided by the financial institution of their choice. Employees will have electronic access to all hours, wages and deductions for each pay period.

**SCHEDULE A
ROTEK INCORPORATED
BEARING PLANT**

Classification	Grade
None	10
None	9
None	8
Material Handler	7
Utility	7
Manual Drill	6
Storeroom Attendant	6
Assembly / Refurb	6
Bench Helper	6
Maintenance Apprentice	6
Seal Bonding Technician	6
NDT Apprentice Technician	6
CNC Turn	5
Induction Hardener	5
CNC Drill Single Spindle	5
Gear Cutter*	5
Grinder	5
Inspector	5
Cage Production	5
Maintenance Mechanic**	5
Tooling Coordinator	5
CNC Turn Multi Cell Operator ***	5

CNC Multi	4
CNC Drill Multi Spindle	4
CNC Multi Cell Operator***	4
Sr. Maintenance Mechanic**	3
Tool Maker	3
NDT Tech Level II	2

*Bearing Plant - 10% premium for multiple machine manning.

**Maintenance Classifications Supplement:

Mechanic -	+\$1.50 premium above base wage
Senior -	+\$3.00 premium above base wage

***Bearing Plant - 15% premium for multiple machine manning as expressed in the MOUs of 12.20.16, as amended.

**SCHEDULE A
ROTEK INCORPORATED
RING ROLLING MILL FACILITY**

Classification	Grade
None	10
Outside Utility	9
Press Helper	8
Utility	7
Material Handler	7
Heat Treat Helper	7
Saw Operator	6
Inspector	6
Manipulator Operator	6
Maintenance Apprentice	6
Outside Utility EHS Assistant	6
Heat Treat Operator	5
Machine Operator	5
CNC Press Operator	5
Maintenance Mechanic**	5
CNC RRM Operator	4
Sr. Maintenance Mechanic**	3
Tool Maker	3

****Maintenance Classifications Supplement:**

Mechanic -	+\$1.50 premium above base wage
Senior -	+\$3.00 premium above base wage

WAGE RATES

	<u>New Hire</u>	<u>Oct. 1,</u>				
	<u>% of Base</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
	<u>Rate</u>					
10	80%	21.73	22.27	22.82	23.40	24.10
9	80%	21.92	22.46	23.03	23.60	24.31
8	80%	22.86	23.43	24.01	24.61	25.35
7	80%	23.47	24.06	24.66	25.28	26.04
6	80%	24.02	24.62	25.23	25.86	26.64
5	80%	24.62	25.24	25.87	26.52	27.31
4	80%	25.19	25.82	26.46	27.13	27.94
3	80%	25.71	26.36	27.02	27.69	28.52
2	80%	28.78	29.50	30.23	30.98	31.91

APPENDIX B PROFIT SHARING

The profit-sharing plan as negotiated by the parties is available separately and will be distributed to each employee.

APPENDIX C MEMORANDUMS

Memorandum of Understanding

Re. Overtime Scheduling under Article V, Section 5.6 (a)

Recognizing the provisions of Article 5.6(a), the Company will attempt not to schedule more than thirty (32) full week-ends (both Saturday and Sunday) per calendar year. The remaining week-ends will be scheduled with Saturdays only, and Sundays (if worked) will be voluntary. The Company will post, prior to each calendar quarter, the anticipated week-end work schedule for that quarter. The Company will only change the quarterly week-end work schedule if unanticipated customer service and/or delivery issues arise.

In return, the Union will attempt to provide the Company with their quarterly schedule of upcoming monthly Union meetings.

Memorandum of Understanding

Re. Maintenance Assignments on Transferred Equipment.

The Company and Union agree that maintenance employees from one facility (e.g. Bearing Plant) may be assigned to perform maintenance work on equipment relocated to the other plant (e.g. Ring Mill, VTL Machines) if the maintenance employees in the Ring Mill, for example, are not available to perform the work or are not able to perform the maintenance assignments on the relocated equipment.

Memorandum of Understanding

Re: New Drug Free Workplace Policy.

The Company and Union agree to incorporate by reference into this Agreement the Drug Free Workplace Policy as negotiated and agreed to during the 2018 negotiations.