

# AGREEMENT

PERFORMANCE PRODUCTS DIVISION

and

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION.

AFL-CIO-CLC  
LOCAL14693 -AC

Effective: March 1, 2024 to February 28, 2027

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## AGREEMENT

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of March, 2024 is by and between Performance Products Division, Route 136 and Mitchell Road, Eighty Four, PA. (herein called the "Employer" or the "Company").

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION AFL-CIO-CLC, on behalf of LOCAL UNION NO. 14693-AC (herein called the "Union").

WITNESSETH

WHEREAS, the parties hereto are desirous of entering into an Agreement as to wage rates, hours and other conditions of employment and to do away with the possibility of strikes, boycotts, lockouts and the like.

NOW THEREFORE, the Employer and the Union acting by and through their duly authorized representatives, hereby agree as follows:

### ARTICLE 1 - INTENT AND PURPOSE

Section 1. It is the purpose of this Agreement to assure the efficient, economical and profitable operation of the Company, to secure and sustain maximum work effort of each employee covered by this agreement; to maintain harmonious relationship between the employees in the bargaining unit and the Company; to establish wages, hours and working conditions; to prevent strikes, slowdowns, and any other disturbances which interfere with or interrupt operations; and further, to set forth the entire agreement between the Company, the Union, and the employees covered by this Agreement concerning rates of pay, wages, and other conditions of employment to be observed by the parties hereto.

### ARTICLE 2 - RECOGNITION AND NON-DISCRIMINATION

Section 1. The Company hereby recognizes the Union as the exclusive collective bargaining representative with respect to wages, hours of employment and other working conditions for all production and maintenance employees employed by the Employer at its Eighty Four, Pennsylvania Facility; but excluding all office clerical and technical employees, guards, professional, confidential employees and supervisors.

Section 2. This Agreement shall be binding upon the successors and assignees of the parties hereto, and no provision, term or obligation contained herein shall be

affected, modified, altered or changed in any respect whatsoever by any change in the regular status, ownership or management of either party hereto. If the Company shall move its present operation to another location, all members of the bargaining unit shall be given the opportunity to transfer to the new location.

Section 3. No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. The Company and the Union agree that there will be no discrimination against any employees on the basis of race, color, religion, sex, national origin, age, marital status, physical or mental handicap, disability, or any other reason prohibited by applicable federal and/or state law.

### ARTICLE 3 - UNION SHOP

Section 1. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective or execution date of this Agreement, whichever is the later, shall remain members in good standing and those who are not members on the effective or execution date of this Agreement, whichever is the later, shall on the thirtieth (30th) working day following the effective or execution date of this Agreement, whichever is the later, become and remain in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective or execution date, whichever is the later, shall on the thirtieth (30th) working day following the beginning of such employment become and remain members in good standing in the Union.

Section 2. During the term of this Agreement, the Company will, on the basis of individually signed voluntary check-off authorization cards, check-off Union initiation fees and regular monthly dues and assessments as designated by the proper Union officials from the first paycheck of each month for the preceding month's dues. Said deductions and required completed forms shall be immediately forwarded to the International Secretary Treasurer, United Steelworkers, Five Gateway Center, Pittsburgh, Pennsylvania 15222. A check-off list shall accompany the deductions setting forth the names of the employees and respective amounts of dues and initiation fees.

### ARTICLE 4 - MANAGEMENT RIGHTS

Section 1. Except as may be expressly limited by the terms of this Agreement, the responsibility for managing the business and operating the plant is vested exclusively in the Company. This includes, but is not limited to, the responsibility to plan, direct, control and increase, decrease, or discontinue operations; to demote, suspend, discipline or discharge employees for just cause; to add to or reduce shifts and working forces; to schedule work and assign employees in accordance with production needs; to install revised, improved or new production methods, systems or equipment; and to devise and implement reasonable work rules. The Union shall have the right to submit any objections to Company work rules to the grievance and arbitration provisions of this Agreement.

Sub-contracting – It shall be the general policy of the Company not to contract any work which is ordinarily and customarily done by its regular employees. However, in the event the Company determines that certain jobs or departments are no longer cost effective, then the company has the full right to contract to the outside. However, prior to such subcontracting, the Company agrees to meet with the Union's International Representative to discuss the work which is to be subcontracted. Such a meeting shall not be required if the work in question has an estimated value of less than \$7,500 and/or is of an emergency nature required to assure the ongoing operations of the plant.

## ARTICLE 5 - GRIEVANCE PROCEDURE

Section 1. Grievance Defined - A grievance is defined to be matter(s) involving an alleged violation of this Agreement, rules, policies, and/or procedures by the Company as a result of which the aggrieved employee maintains that his rights or privileges have been violated by reason of the Company's interpretation or application of the provisions of this Agreement, rules, policies, and/or procedures. Such matter(s) shall be exclusively resolved in accordance with the procedure herein provided.

Section 2. Time Limit for Filing Grievance - All grievances shall be barred and not considered if not raised orally within 10 working days from the occurrence.

Section 3. Procedure - All disputes between the parties relating to this Agreement, its meaning, application or interpretation shall be settled in accordance with the following grievance and arbitration procedure:

STEP 1: All grievances shall be taken up by the grieving party and his immediate foremen representing the Company in the first instance, and they shall endeavor to arrive at a settlement of the dispute. Both parties will complete the Grievance First Step Form. The Company, through its foremen, shall give its oral answer to said dispute within five (5) working days from the day the grievance is first presented.

STEP 2: In the event no agreement is reached in the First Step, the aggrieved party may within five (5) working days from the date of the Company's First Step answer reduce the grievance to writing and present it, in triplicate, to the Company's Plant Manager, or his designee. The Local Union Grievance Committee and Plant Manager, or his designee, shall discuss the grievance within five (5) working days from its presentation to the Second Step, and an answer in writing by the Company shall be made in the Second Step within five (5) working days from the Second Step meeting, with copies to the Local Union Grievance Committee and a Representative of the Union's Local Office or his designee.

STEP 3: In the event no agreement is reached in the Second Step, the Representative of the International Union or his designee may within fourteen (14) working days from the date of the Second Step answer, appeal the grievance to the Third Step which shall consist of a meeting between the International Representative or designated representative and the Company's Vice-President or authorized representative. The International Representative or designated

representative and Employer representative shall discuss the grievance within fourteen (14) working days from its referral to them; and an answer in writing shall be made by the Company in the Third Step within five (5) working days from the Third Step meeting.

STEP 4: In the event no agreement is reached in the Third Step, either the Union or the Company may upon written notice to the other, appeal the grievance to arbitration within ten (10) working days from the date of the Third Step answer.

Section 4. Arbitration. - If the parties are unable to so mutually agree upon an impartial arbitrator, then the Company and the Union shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) names of suggested arbitrators (and that the selection be limited to arbitrators who are members of the National Academy of Arbitrators). The parties shall then select the impartial arbitrator from such list by each party alternately removing one name from the list until but one name remains.

Section 5. Authority of Arbitrator. - The decision of the arbitrator shall be final and binding on the parties and on any employees involved. Further, any mutual settlement between the authorized representatives of the Company and the Union or grievants at any step of the grievance procedure shall be final and binding on all parties, including the grievant.

Section 6 Decision Due Date. An arbitrator must render a decision within 30 calendar days from the date of arbitration's closing summation or the submission of the briefs.

Section 7. Arbitration Expenses. - The expenses of the arbitrator selected, the hearing room and of the transcript of the testimony, if the parties mutually agree upon having the testimony of the hearing transcribed, shall be borne equally by the Company and the Union.

Section 8. Effect of Time Limits. - The parties agree to follow each of the foregoing steps in the processing of a grievance. The failure to meet this time limit specified by either party will result in the grievance being advanced to the next step of the grievance procedure.

Section 9. Extension of Time Limits. - Extensions of days to answer or move a grievance may be extended by mutual agreement. Mutual agreements must be noted in writing and signed by both parties.

Section 10. Investigation of Grievance. - No committee person shall investigate or process a grievance during either his working time or the working time of a grievant or grievants, unless the committee person has obtained permission from his immediate supervisor. Such permission shall not be unreasonably withheld.

The grievant shall have the right to be present at each step of the grievance and arbitration procedure. The Company will not pay any grievant or Union Committee person for attendance at grievance and arbitration meetings.

Section 11. Use of Email. - Email may be used any time a written response is required in the Grievance procedure.

## ARTICLE 6 – WORK RULES

Section 1. Employees shall comply with all reasonable work rules. Employees may be disciplined for violations thereof under the terms of this Agreement, but only for just cause and in a fair and impartial manner. In any dispute over the propriety of any disciplinary action taken against an employee, the reasonableness of any written rule, as well as the application or enforcement of any such rule, shall be subject to the provisions of the grievance and arbitration procedure.

Section 2. The Company reserves the right to delete, add to, or amend in any manner, any of the reasonable work rules, at any time, provided that the Company and Local Union President or his designee meet and discuss such changes of rules prior to said rules prior to said rules implementation.

## ARTICLE 7 – ABSENTEE POLICY

### Section 1. Purpose of Policy

Both parties recognize that it is exceedingly important that employees are on time and ready for work each and every assigned shift. The Company and the Union recognize that there are times when employees cannot meet a predetermined work schedule. It is the purpose of this policy to redefine reasonable control limits as to how frequently absences can be accommodated, and to clarify on a Company-wide basis when disciplinary steps need to be taken so that consistency can be achieved. It is not the Company's or the Union's intent to assign blame for an absence. Rather, it is the purpose of this policy to establish a reasonable number of absences consistent with getting the work done on an efficient and timely basis. It is not the intent of the policy to provide an avenue for employees to improve their status under the attendance policy by missing work. Therefore, this policy is based on rolling consecutive twelve (12) month periods. This means twelve (12) consecutive months of actual work or time without discipline, and any time off work for a leave of absence will be added to the rolling twelve (12) months for tracking purposes.

### Section 2. Definitions

2.1 Absence – An absence occurs any time an employee fails to work all or part of an entire assigned shift. Absences may be excused if the employee has obtained written approval from his or her supervisor to not work all or part of the shift or shifts in question. Absences may also be unexcused if the employee is absent without permission or otherwise fails to appear for work. An unexcused absence for two (2) working days in a rolling calendar year without notification to the Company (unless the employee cannot or is unable to notify the company because of a proven physical disability or act of God) shall result in the termination of an employee for a "no call/no show" violation.



2.2 Occurrences – An occurrence is defined as one or more consecutive days off for the same reason in which an employee is absent from his or her assigned work, exclusive of scheduled days off.

2.3 Tardy or Leaving Early – There is a fifteen (15) minute grace period at the beginning of a shift provided that this grace period is not being abused as determined by the company. Any time an employee is more than fifteen (15) minutes late for the start of the shift shall result in one (1) occurrence. Any time an employee leaves early and fails to complete the entire shift shall result in one (1) occurrence, unless permitted to do so with written permission from their Supervisor.

Employees are required to provide a doctor's excuse prior to returning to work after an absence of three (3) days or more. An employee who is injured in a non-work-related incident/accident shall report the nature of the injury to their supervisor immediately upon reporting to work following the incident/accident. If a Doctor has not seen the employee, the supervisor will assess whether or not the employee in their judgement should be referred to a doctor for evaluation.

Employees with two (2) occurrences or less will go to zero occurrences on January 1 of each year.

### Section 3. Progressive Discipline for Occurrences

3.1 Rolling twelve (12) month period – Discipline under this system will begin during any twelve (12) month period worked in which an employee has three (3) occurrences. The date of reaching the third occurrence shall be the start of an employee's "rolling twelve (12) month period". If the employee takes a leave of absence, including but not limited to an approved FMLA leave, the consecutive twelve (12) month period shall be extended by the number of days spent on leave. By example, if an employee takes a three (3) month leave, then the time frame for tracking occurrences shall be fifteen (15) months rather than twelve (12) months. Once an employee is disciplined, he/she will continue to progress through the discipline steps under this policy, unless he/she has had twelve (12) consecutive months worked without an occurrence that requires discipline. Once an employee reaches a final written warning, any additional occurrence shall result in termination. There shall be no exception to this rule. Also, notwithstanding the aforesaid, this policy is solely based on the number of occurrences achieved. The listed discipline steps are examples of possible progressive discipline, but some or all of the steps may be skipped if an employee, due to the number of occurrences, or the timing of the occurrences, reaches a higher required level of discipline before discipline is issued.

3.2 Disciplinary Action Date – The date of any occurrence that results in discipline will be considered the disciplinary action date regardless of the date the discipline is actually administered for purposes of calculating the rolling twelve (12) consecutive month period.

- A. Oral Written Warning – Three (3), but less than five (5) occurrences.
- B. Written Warning – Five (5), but less than seven (7) occurrences.
- C. Final Written Warning – Seven (7), but less than Eight (8) occurrences.
- D. Termination – Eight (8) or more occurrences, regardless of whether any of the steps above have been followed.

#### Section 4. Exceptions

The following will not count as occurrences within absenteeism policy:

4.1. Absences due to hospitalization or outpatient surgery providing the employee gives proper notification to the Company as soon as he or she is able and presents a physician's certificate verifying the required hospitalization and/or surgery and the required days off.

4.2. An absence which has been approved as a qualified leave under the Family Medical Leave Act (FMLA), providing the employee has either complied with the Company's FMLA Policy or presents documentation verifying qualifications for family medical leave not later than fifteen (15) days following the absence.

4.3. Any absence related to a medical procedure that requires an employee to receive conscious sedation, provided documentation is provided within two (2) workdays following the employee's return to work or fifteen (15) days if said absence qualifies for coverage under Section 4.2 above (FMLA).

4.4. Approved leaves of absences, holiday time, paid personal time off, and personal days provided under the Collective Bargaining Agreement.

4.5. Absences due to a work-related injury.

4.6. Excused absences without pay as defined in this Collective Bargaining Agreement.

### ARTICLE 8 – ATTENDANCE INCENTIVE PLAN

Section 1. The company values those employees who can reliably meet their designated schedule. For those reliable employees the Company will pay an Incentive Attendance bonus for superior attendance as follows:

- 1.1. Two thousand five hundred (\$2,500.00) dollars to any employee who has zero (0) attendance occurrences.
- 1.2. One thousand dollars (\$1,000) to any employee who has one (1) attendance occurrence within a calendar year

ARTICLE 9 – PROGRESSIVE DISCIPLINE (OTHER THAN FOR ABSENTEEISM)

Section 1. Progressive Discipline – In the exercise of its rights set forth in Article 4, management agrees it will discipline employees based on just cause and progressive discipline. In issuing such discipline, the Company shall not consider in determining the severity of the discipline, any prior discipline imposed more than 12 working months for a minor violation, and 18 working months for a major violation, prior to the latest disciplinary event. Progressive discipline shall include the following:

- First Offense - Receives a Verbal Written Warning
- Second Offense - Receives a Written Warning
- Third Offense - Receives a Two (2) Day Suspension
- Fourth Offense - Suspension Pending Investigation (which shall result in a discharge if the infraction is confirmed.)

Section 2. Major Offenses – In the case of a major offense as described below, an employee shall not be peremptorily discharged. In such cases, employees shall be suspended, pending investigation, initially for not more than five (5) calendar days. During this period of suspension, the employee may, if he believes that he has been unjustly dealt with, request a hearing and a statement of the offense before his supervisor, the Plant Manager, the Director of Human Resources and his Grievance Committee. At such hearing, the facts concerning the case shall be made available to both parties. If no such hearing is requested, Management may conclude whether the suspension shall be converted into a discharge or, dependent upon the facts of the case, that such suspension should be extended or revoked. A disposition shall result in either the affirmation or extension or the suspension or discharge of the employee. The employee may, within five business days (being Monday through Friday) after such disposition, file a grievance in accordance with the Grievance Procedures.

The Employer shall not be bound to follow the progressive discipline system in cases involving major offenses listed below. The circumstances listed below are not inclusive of all circumstances and may be amended and/or changed from time to time by the Company with notice to the Union.

Major Violations: Employees may be suspended or terminated

1. Violation of the Drug & Alcohol Policy (Appendix D)
2. Theft of Company or co-worker property
3. Serious, flagrant violation of Safety Rules
4. Racial, sexual, or any other form of unlawful harassment
5. Fighting, disorderly conduct, or any other illegal or immoral conduct
6. Release of confidential information
7. Falsification or alteration of company records
8. Violation of the Zero Tolerance Policy (Appendix E)
9. Falsification, omission or misrepresentation of employment records, qualifications or experience
10. Intentional damage to Company property or equipment, careless and reckless operation of Company vehicles or equipment
11. Illegal or hazardous materials in lockers, desks or work areas. Attempting to tamper

- with or enter another employee's locker, desk or personal items
12. The possession of firearms or other weapons on Company property
  13. Insubordination: failure to follow reasonable instruction from supervisor
  14. Sleeping on the job
  15. Walking off the job or leaving work without permission from a Supervisor

## ARTICLE 10 - WAGES, HOURS AND WORKING CONDITIONS

Section 1. Wages - The job classifications of employees covered by this Agreement, and the hourly compensation or wages to be paid to such employees in their respective capacities are set forth in Appendix "A" which is attached hereto.

Section 2. Existing Shifts are as follows:

2.1. Eight hour shift schedule:

The eight (8) hour shift schedule will continue as currently scheduled. No change is anticipated, however, if the company determines that business reasons necessitate a change in the shift start times, then at least two (2) weeks advance notice will be given before the change is implemented.

2.2. Twelve hour shift schedule:

First (Day) Shift:	8:00 a.m. to 8:00 p.m.
Second (Midnight) Shift:	8:00 p.m. to 8:00 a.m.

Section 3. No Work Guarantee - This Article 10 is intended to define hours of work and overtime pay rights, but shall not be considered as a guarantee of hours of work per day or per week, or of days of work per week.

3.1. Workweek Defined - The normal workweek for eight (8) hour shift schedule employees shall consist of forty (40) hours, Monday through Friday, scheduled in five (5) days of eight (8) hours. The Company reserves the right to operate the plant on seven (7) or six (6) day basis. Employees on such continuous operation jobs shall be assigned to any five (5) consecutive days, the two (2) remaining days to be two (2) consecutive twenty-four (24) hour periods which are to be considered their regularly assigned days off duty. However, the Company shall expressly have the right to split employees' workweeks as needed to insure continuous production.

The normal workweek for twelve (12) hour shift schedule employees shall consist of a three (3) or four (4) twelve (12) hour shifts, depending on the weekly schedule.

3.2. Workday Defined - The employees working an eight (8) hour schedule shall be provided a twenty (20) minute mealtime close to the mid-point of that employee's shift as possible, which shall be working time. Ten (10) minutes breaks, consisting of two (2) per shift, will continue to be given in accordance with past practices.

Employee working a Twelve (12) hour shift schedule shall be provided with two (2) thirty (30) minute breaks.

Section 4. Overtime Pay - Overtime pay shall be as follows:

4.1. Daily - Employees shall be paid at the rate of time and one-half (1 ½), i.e., straight time plus half time, for all hours worked in excess of eight (8) hours, for eight (8) hour schedule employees, and twelve (12) hours, for twelve (12) hour schedule employees, within the twenty-four (24) hour period commencing with the time the employee begins work.

4.2. Weekly - Employees shall be paid at the rate of time and one-half (1 ½), i.e., straight time plus half time, for all hours worked in excess of forty (40) hours per week;

4.3. No Pyramiding - There shall be no pyramiding of overtime.

Section 5. Premium Pay - A premium of three dollars (\$3.00) per hour shall be paid for all hours worked on Sunday. Such premiums will be added to the base rates for overtime calculations.

Section 6. Holiday Pay - Where a holiday falls within an employee's workweek, the holiday shall be considered as a day worked for purposes of determining overtime pay in that workweek. If a recognized holiday falls during an employee's scheduled vacation time, the employee will have the option of receiving either an additional day off with pay or an additional eight (8) or twelve (12) (depending on schedule) hours of pay but no additional time off.

Section 7. Vacation Pay - Where a scheduled Vacation or Personal Day is taken in the first forty (40) hours of an employee's workweek, the vacation or personal day shall be considered time worked for purposes of determining overtime pay in that workweek. Vacation or personal days taken on the sixth or seventh workday do not count as time worked for purposes of determining overtime in that workweek. Jury Duty, Funeral Leave, and unpaid time spent on Union business shall not count as time worked for purposes of calculating overtime.

Section 8. Overtime Scheduling - The Company has the right to require employees to work overtime as may be necessary to meet operating requirements. In the event overtime is scheduled, the supervisor of the department will assign overtime in accordance with the policy\*. The Company will notify the employee thirty-six (36) hours in advance if the employee will have to work any overtime during their scheduled day(s) off.

Employees will be notified of overtime work as set forth. The parties recognize, however that conditions beyond the control of Management may occur which will prevent the required notice.

\* See Memorandum of Agreement for overtime policy

Section 9. Injury at Work - An employee who suffers an injury arising out of and in

the course of his employment and is required to leave the plant premises will be paid from the time of his injury to the end of the shift on the day of such injury. The employee must also report his medical status to one of the following individuals: his Supervisor, Plant Manager, Safety Director and/or Human Resources as soon as possible after receiving medical treatment.

Section 10. New Position - In the event the Company creates jobs different from those set forth in the schedule attached hereto, the Company agrees to meet with the Union in order to classify and set rates to be paid in connection with said new job(s). If the parties are unable to agree, the Company shall classify jobs and set rates as it deems proper; and the Union shall have the right to submit any objections to the grievance and arbitration provision of this Agreement.

Section 11. Assignment Change - An employee who is assigned to work in a higher classification shall receive the rate of pay for such higher classification for the hours he so works. However, if an employee is assigned to work in a lower classification, he shall nevertheless be paid his regular rate of pay for the day he so works.

Section 12. Union Business - Local Union officers, committeemen and members of the bargaining unit (if needed), with permission of their immediate supervisor, shall be afforded such time off without pay as shall be required:

12.1. To attend meetings with representatives of the Company pertaining to grievances;

12.2. To attend meetings - conferences called by their International Representatives by notification of not less than a twenty-four (24) hour notice given to their supervisor;

12.3. To visit departments other than their own, with the supervisor's permission, for the purpose of transacting legitimate business of a committeeman;

Section 13. Local Union officers, committeemen and members of the bargaining unit (if needed), with permission of their immediate supervisor, shall be afforded such time with pay as shall be required to attend grievance meetings if scheduled during their shift, to attend Safety meetings, or any other Company called meeting.

Section 14. Employee Assistance Program (EAP) - All employees are provided with the Employee Assistance Program (EAP), which makes available professionally trained counselors that have experience assisting employees and eligible family members with a wide range of personal problems.

Section 15. Longevity premiums – a premium of one-dollar and twenty five cents (\$1.25) per hour shall be added to the employee's rate of pay, as defined in Appendix A Pay Schedule, for those employees who have reached fifteen (15) years or more of company service and who work in a position other than Assistant Operator.

## ARTICLE 11 - SENIORITY

Section 1. **Seniority Defined** - Seniority is defined as the length of an employee's continuous service with the Company starting with the employee's original date of hire. Seniority will be the number one factor in determining all cases of promotions (within the bargaining unit), demotions, layoffs, recalls, bumping, abolishment of work operations, awarding of job bids, increasing and decreasing of work forces provided that the senior employee is qualified to perform the work. In applying this provision, seniority will be administered separately in accordance with the individual descriptions of the Operations Safety Coordinator and Maintenance Apprenticeship programs.

Section 2. **Layoff and Recall** - In the event of layoffs, introductory employees shall be laid off first. If further layoffs are necessary, the last person hired shall be the first laid off providing that remaining employees are qualified, to perform the work available. In the event of recall, employees shall be recalled in the reverse order of layoff subject to the same condition. The Company will not hire new employees when there are existing qualified employees, (whose seniority and employment relationship have not been broken), on layoff from the PPD facility.

Section 3. **Loss of Seniority and Termination of Employment** - Seniority and the employment relationship shall be broken and terminated if an employee:

Works for another employer during a leave of absence, except where the employee is self-employed, said employee would not suffer a loss of seniority. Said self-employment should not interfere for availability for work at PPD.

Quits or retires.

Fails to report for work at the termination of a leave of absence or any authorized extension thereof.

Is discharged for just cause.

Absence from work due to layoff for a period of Three (3) years.

Is absent from work for three (3) consecutive working days without notification to the Company, unless the employee cannot notify the Company because of a proven physical disability or proven act of God.

Fails to advise the Company of intent to return to work within three (3) working days after receiving a notice of recall from layoff directed to his last known address.

Fails to return to work within three (3) working days after notifying the Company of intent to work after receipt of a notice of recall from layoff.

Fails to report back to work within three (3) working days, or seven (7)

working days if seeking a second opinion, when recalled to work after termination of disability or illness. (It is the responsibility of the employee to keep Management aware of his status)

Fails to notify the Company of return to work release, either full duty or light duty, within three (3) days after obtaining the doctors release from a Workers Compensation injury. The employee will be returned to his regular shift as soon as possible after full duty release notification is given to the Company. For a light duty release, the employee will be returned to work as soon as possible, provided light duty work can be made available based on the employee's work restrictions.

Section 4. Introductory Period - It shall also be a condition of employment that each newly hired employee (including employees rehired following a break in service) successfully complete a one hundred and twenty (120) calendar day introductory period. An employee can be released prior to the completion of the one hundred and twenty (120) calendar day period and the Union agrees not to grieve the termination unless for reasons of discrimination under Article 2, Section 3 of this Agreement.

Section 5. Voluntary Layoff - Senior plant service employees will be given an option to waive a reduction in force due to plant layoff and be placed on voluntary layoff.

5.1. An employee electing voluntary layoff shall notify the company 30 days in advance of his desire to return to work.

5.2. An employee electing voluntary layoff must be available for recall when the need arises.

5.3. Accepting voluntary layoff will have no effect on the employee's seniority status at the plant.

5.4 The Management of the Company reserves the right to grant voluntary layoff to employees as a group and on an individual basis.

## ARTICLE 12 - JOB POSTING, BIDDING AND TRANSFERS

Section 1. Posting of Jobs - In the event a job vacancy occurs which the Company desires to fill, notice of such vacancy shall be posted on the Company bulletin board within 30 days of the occurrence. Job bidding shall consist of signing a bid sheet in the Foremen's Office. There are two types of job bids; temporary and permanent.

1.1. Procedure - All job vacancies shall be posted for ten (10) working days before being filled and shall be filled within five (5) working days after awarding. During this vacancy the Company will fill the position under the temporary assignment section of this article.

Employees on light duty may exercise their seniority to bid on a job. However, the Company may fill the job with the next senior employee who bid the job, until such time that the senior employee is released from light duty and capable of performing



the job at which time that senior employee will be awarded said job bid. All affected employees will be placed back on their former bid job upon the senior employee reporting to the job.

An employee who is off on illness, vacation or other compensable time off shall be given five (5) working days from the day he returns to put in for a job awarded to a younger service employee. Any employee returning to work will be given an opportunity to bid only on one previously posted job.

1.2. Bidding rights - It is agreed that employees may exercise their bidding right only once in a thirty (30) calendar day period. This provision applies unless a job bid is open due to death, quit or discharge during the 30 calendar day period or a bid job of a higher rate pay rate is posted.

Section 2. Filling of Job Vacancy - Qualifications - Where this Agreement calls for the filling of vacancies through job posting, those vacancies shall be filled as follows and the following factors shall be considered:

2.1. Qualifications. The term "qualified" whenever used in this Agreement as descriptive of an employee, shall mean the possession by the employee of the ability and skill necessary for the satisfactory performance of the work for which the employee is being considered. In applying this provision, the use of the term "qualified" will be administered separately in accordance with the individual descriptions of the Operations Safety Coordinator and the Maintenance Apprenticeship programs.

2.2. Seniority. Where, among the employees concerned, factor a is substantially equal, factor b shall govern.

The Company reserves the right to establish and give any applicant a job related oral and written test. A passing grade shall be established by the Company, and communicated to the Union, prior to the test being given to an employee.

#### Bids-

- a. Test results to be shown to individuals.
- b. Passing grade of two (2) or more employees, go by seniority.
- c. Union Officers shall have the right to see the test score of the successful bidder. Other test results will only be given to Union Officers with the permission of the individuals.

Any employee who is awarded a job under this procedure will be given a maximum of sixty (60) calendar days to demonstrate his qualifications to properly and fully perform the job bid on. The employee reserves the right to disqualify himself from the job bid during this time period. If the employee is taken off the job before or at the end of the qualification period for unsatisfactory performance, he shall return to his previous job.

The Union agrees that the Company has the right to disqualify an employee from a job for unsatisfactory performance. In an attempt to provide a more structured and documented system of disqualification, the Company is willing to meet and discuss with the

Union the circumstances of an employee showing unsatisfactory work performance in his new job bid. The Company and Union mutually agree to a sixty (60) calendar day training period with progress reports to be given to the employee.

Section 3. Filling of Job Vacancy--No Qualified or No Bidders - If there are no bidders or no qualified bidders, nothing contained in this article shall prevent the Company from offering the job to any employee it determines to be qualified or from hiring a new employee for the job. If an employee is placed in a job which they have not bid on, and after a one hundred twenty (120) day for 12 hour shifts and sixty (60) day period for eight (8) hour employees, said employee will be returned to their previously held job if they so choose or remain on the assigned position and will then be considered as having accepted said bid. An employee shall not be placed in the same job after the completion of their 120 days (for 12-hour employees) or 60 days (for 8-hour employees) period.

Section 4. Temporary Assignment - Temporary assignments, defined as those assignments not in excess of sixty (60) calendar days, will be made when a vacancy occurs and where management determines the need to fill the vacancy exists.

- 4.1. Filling of Job Vacancy – In making such assignments, in accordance with efficient operations of the plant, the assignment will be offered to the most senior qualified employee within the Plant who is able to perform the job. The least senior employee within the Plant who is able to perform the job will not have the option of refusing, but must accept the assignment. This provision shall not apply to temporary vacancies of eight (8) hours or less .
- 4.2. Temporary Posting - When a temporary assignment exceeds sixty (60) calendar days, a temporary posting will be made. The successful bidder will be subject to the promotion provisions of this Section and will be paid the rate of the posted job. If there is no successful bidder, the Company may fill the opening under Section 3 of this Agreement. All temporary postings, not covered by Section 4.3 below, are not to exceed six (6) months in duration.
- 4.3. Returning to Work - The employee who is off due to sickness, disability, leave of absence, workers compensation, light duty, or other legitimate reason, shall claim his job when he is able to return to full duty status.
- 4.4. Bumping Rights - More senior employees cannot bump bid jobholders to take other jobs when their Temporary bid expires.
- 4.5. Employees who hold a Temporary Bid are eligible to exercise their bidding rights if a Permanent Job should become available without restrictions.

Section 5. Promotion – In the event that an employee covered by this Agreement is promoted to a position not covered by this Agreement, the employee shall maintain his

seniority as accrued at the time of his promotion, plus time spent in the position up to sixty (60) calendar days at any facility, following his promotion.

Section 6. Bumping Rights – An employee displaced out of his department due to lack of work or other reasons may exercise his seniority in other department provided the employee is qualified. The employee will be given the same training procedure that applies to the filling of the job bid. Once a bumped employee signs a job bid, he relinquishes his displaced job bid. Should his displaced job become available, the employee has a one (1)-time option to return to that job.

### ARTICLE 13 - STRIKES AND LOCKOUTS

1. No Strike - The Union agrees that there shall be no strikes, slowdowns, or other interruptions of work by any of its members during the term of this Agreement, but that disputes or differences shall be taken up under the grievance and arbitration procedure of this Agreement.

2. No Lockout - The Company agrees that there shall be no lockouts during the term of this Agreement.

3. Union Responsibility in case of Interruption – In the event of a work stoppage or any other interference with the Company's business in violation of this Agreement, the Union, immediately upon being notified of the violation, will exert its best efforts in good faith through all of its appropriate officers, representatives, and stewards to cause the employees involved to return to work and cease the interference, including, without being limited to, notifying the employees personally and in writing that their action is not authorized by the Union and is in violation of this Agreement and advising the employees to return to work.

### ARTICLE 14 - LEAVE OF ABSENCE

Section 1. Eligibility - Employees shall be eligible for a written leave for compelling personal or medical reasons. Leave time shall not be considered time worked.

Section 2. Procedure - Employees shall make written application for leaves to the Human Resources Office and shall, except in the case of illness or injury, make application ten (10) calendar days prior to the desired starting date of the leave.

#### Section 3. Types of Leaves

3.1. Personal - An employee may request a meeting to discuss any Request for Personal Leave. Upon receipt of such a request the plant manager or his designee, and the Director of Human Resources will meet with the Employee. The Employee may have a Union representative attend this meeting. After said meeting, the Company in its sole discretion, may grant a leave of absence without pay for any reason deemed acceptable to the Company for a period not to exceed thirty (30) calendar days or in accordance with Federal and State Law, whichever is less. To be eligible for any such leave, an employee must have completed his one hundred and twenty (120) day introductory period of employment. An employee may

request and the Company may grant in its discretion, an extension of such leave by making written application five (5) days prior to the expiration of the original leave and supported by appropriate reasons. The maximum cumulative leave under this paragraph shall be three (3) months.

3.2. Armed Forces - Leaves of absence shall be granted to employees in accordance with Federal Law.

3.3. Other Employment - Any employee who is granted a leave of absence under this article and while on such leave accepts employment with another employer shall be considered a voluntary quit.

3.4. Return to Work - Any employee who is granted a leave of absence under this article shall give the Company twenty-four (24) hours notice before the expiration of the leave indicating his intent to return to work following the termination of said leave period supported by valid medical proof if the employee was on a sick leave. The employee shall be restored to the job previously held (or to a job comparable with respect to work rate of pay, if available). An employee who refuses to accept his previous job (or a comparable job,) will be deemed to have voluntarily quit his employment.

3.5. Benefits - Employees shall not be entitled to any benefits while on leave of absence, except as specifically set forth in this agreement.

3.6. Family and Medical Leave - Full time employees may, with proper certification, take an unpaid leave of absence of up to twelve (12) weeks in any twelve (12) month period for (a) the birth of their child during the first twelve (12) months following birth, (b) receiving placement of a child for adoption or foster care during the first twelve (12) months after placement, (c) to provide necessary care for a spouse, child, or parent who has a serious health condition, and (d) where an employee's own serious health condition renders him or her unable to perform his or her job functions. This leave shall be in accordance with federal law. Employees certified for an intermittent FMLA leave will be required to first use one (1) week of vacation time in conjunction with an intermittent FMLA leave that is taken with less than twenty-four hours notice to the Company. Employees are to give at least (30) days advance notice of such leave when the leave is foreseeable and otherwise as much notice as possible. The Company will comply with all other applicable provisions of the Family and Medical Leave Act, and also has the right to exercise all other options, privileges and powers available to it under the Family and Medical Leave Act. An extension of FMLA leave will be granted at the discretion of the Company after the first 12 weeks of FMLA has been exhausted. Such extensions of leave will not be unreasonably denied. The Company will consider such factors as performance, absenteeism, and the future duration of the serious illness or health condition (FMLA qualifying condition). Said extension of leave shall be without pay or benefits and in no circumstances will the FMLA leave be extended for more than an additional 3 months. If an employee is receiving short term disability benefits, any resulting leave of absence shall be considered as, and run simultaneously with his FMLA leave. However the Company agrees that an employee may not be terminated during any period in which he is receiving short-

term disability benefits. No employee will be asked to apply nor forced to accept FMLA leave while on Workers Compensation.

3.7. Union business – A leave of absence for the purpose of accepting a position with the International or with the Local Union shall be available to a reasonable number of employees. Each leave is to be granted at the discretion of the employer, such permission is not to be unreasonably denied. Such leave of absence shall be for a period not to exceed one term in office, (3 years) and may be renewed for a future period by written mutual consent.

3.8 Paid Medical Leave – Employees shall be granted up-to five (5) days of paid medical leave per calendar year to cover scheduled medical treatments or procedures for covered illnesses as defined by the Critical Illness Insurance. Said days shall be requested and verified in advance and shall not count as an occurrence under the attendance or attendance incentive provisions contained in this agreement. Employees may use the paid medical leave in one-half (1/2) day increments.

In the event the member wishes to participate in multiple opportunities, the member shall request a separate leave of absence for each event.

During this leave of absence the employee shall continue to accrue seniority and shall not be broken with the Company. Employees wishing to be reinstated with the Company shall give written notice thirty (30) calendar days prior to reinstatement and shall be reinstated by the terms of the agreement at that time.

All dues and wages for such employee shall be paid by the International or Local Union. Any compensation for medical or pension benefits for such employee shall be paid by the Union, directly to the Company, if accessible.

## ARTICLE 15 - GENERAL PROVISIONS

Section 1. Bulletin Board - The Company agrees to install a bulletin board to be used exclusively by the Union provided materials placed on the bulletin board are strictly confined to matters relating to Union business.

Section 2. Gender Clause - Whenever any words herein appear in the masculine they shall be construed as though they appear in the feminine except where the context clearly requires otherwise.

Section 3. Working Days - Whenever the term "working days" appears, it shall be construed as those days exclusive of Saturday, Sunday and Holidays.

Section 4. Plant Visitation - Business Representatives of the Union shall be admitted to the plant of the Employer at any time during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties hereto or shall be so admitted to the plant or office of the Employer for the purpose of assisting in the adjustment of complaints or grievances, provided prior notification of at least twenty-four

(24) hours is given to the Employer, except in cases of safety and health grievance meetings where no prior notification shall be required.

Section 5. Team Concept – The Company and the Union have entered into a process of working toward a team concept with the goal of everyone being self-directed. Both the Company and the Union agree to continue this quest so that we may further ensure our long-term success and survival. This quest does not include changes in the seniority clause or the grievance procedure. The Company and the Union also recognize that any changes to this Agreement (i.e. bidding procedure or any other clause) must be mutually agreed to by both parties.

Section 6. Labor Management Meeting – On an annual basis, the Company will review the state of the business with representatives of the Union. At the option of the Company this annual meeting may be held jointly with representatives from all or any one of its other plants. The Company agrees that quarterly labor / management meetings will be held to provide an opportunity to discuss matters of mutual concern and any agenda items submitted in writing by the Union at least ten (10) days in advance of the meeting. Employees shall be paid for any time spent in attending such meetings, and such time shall be considered time worked for purposes of wages, including overtime and determining benefit eligibility. Not more than three (3) bargaining unit members shall be paid to participate in such meetings. The Company reserves the right to limit the number of employees in attendance and the length of the meetings, taking into consideration the efficiencies of the plant operations.

Section 7 - The Company will provide the necessary tools to perform the work.

Section 8. – New employees to start at agreed upon rates of the Contract. The Company maintains and reserves the right to adjust the rates of the new hire (starting and up to 1 year) provided the rate is not more than that of an Assistant Operator. See Appendix A.

#### ARTICLE 16 - NON-UNIT COMPANY EMPLOYEES

Section 1. Work of Non-Unit Employees - Non-bargaining unit employees or supervisors shall not perform work on a job normally performed by an employee in the bargaining unit; provided, however, non-bargaining unit employees or supervisors shall not be precluded from performing the following types of work:

1.1. Experimental work;

1.2. Demonstration work performed for the purpose of instructing and training employees or for the purpose of indoctrinating the non-unit employee or supervisor; and

1.3. Work required by emergency conditions when no bargaining unit employees are available through the standard call out procedure which if not performed might result in interference with operations, safety to the employees, bodily injury, or loss or damage to material or equipment.

## ARTICLE 17 - REPORTING AND CALL IN PAY

Section 1. Reporting Pay - regular employees shall be guaranteed a minimum of four (4) hours work or pay at their applicable rate of pay on any day they are required to report to work unless the Company exercises due diligence in notifying them not to report to work at least one (1) hours before their scheduled starting time. Due diligence means notification of employee by calling him at last known telephone number provided by the employee to the Company. In the event of acts of God, power or mechanical breakdown or any other act beyond the Company's control, this guarantee shall not apply.

Section 2. Reporting Off - It is general policy, when an employee is unable to work, he shall report off at least one (1) hour before he is scheduled to work.

## ARTICLE 18 - VACATIONS

Section 1. Eligibility - Employees shall become eligible for vacations with pay in accordance with the following schedule of years of continuous service:

<u>Years of Continuous Service</u>	<u>Vacation Pay (8 Hour Shift)</u>	<u>Vacation Pay (12 Hour Shift)</u>
0 but less than 1	16 Hours	24 hours
1 but less than 3	56 Hours	72 hours
3 but less than 9	80 Hours	96 hours
9 but less than 15	120 Hours	144 hours
Greater than 15	160 Hours	192 hours

Section 2. Vacation Pay - Vacation pay shall be computed at the rate of eight (8) hours at the employee's regular straight time rate for employee's scheduled on the eight (8) hour shift schedule and twelve (12) hours at the employee's regular straight time rate for employee's scheduled on the twelve (12) hour shift schedule. Vacation must be taken in eight (8) or twelve (12) hour increments, in accordance with the employee's regular schedule.

Section 3. Eligibility - To be eligible for any vacation with pay in any calendar year, an employee, regardless of his years of continuous service, must have worked at least sixty percent (60%) of the pay periods in the preceding calendar year, provided compensable time off work shall be counted as time worked for this purpose. Compensable time off work shall only be counted as time worked for a period of one year after the date of injury and/or disability for the purpose of determining the eligibility for vacation pay.

Section 4. No Accumulation - Vacations are not cumulative and must be taken within the year in which they are granted with the exception that if an employee's anniversary date of employment falls such that he is unable to take all or part of the vacation within the year granted, the employee shall be entitled to carry any such unused vacation not able to be taken into the next succeeding vacation year only.

Section 5. Vacation Scheduling - Vacations will, so far as possible, be granted at the time most desired by the employee, but the final right to allotment of

vacation period is reserved to the Company in order to insure normal operations, provided seniority will control to the extent feasible.

5.1. Before January 31<sup>st</sup> of each new year, vacations by seniority.

5.2. After January 31<sup>st</sup>, a vacation shall be granted first by date and time received, second by multiple consecutive days taking precedent over single days, and finally by seniority. The Employer will give notice to the employee as soon as possible. If the Company fails to notify the employee(s), in the time frame stated in this paragraph, the employee(s) will take the vacation as they requested. In applying this provision, no employee will be permitted to bump any employee whose vacation is already submitted, scheduled, and /or approved. The employee shall notify the company not less than ten (10) calendar days in advance of taking such a vacation. The company must notify the employee of the granting or denying of said vacation not less than five (5) scheduled days from the time that such requested vacation days will be taken, provided such permission is not reasonably withheld.

5.3 As a general scheduling guideline one (1) employee per department per shift will be approved. Additional requests for vacation beyond this guideline will be considered and not unreasonably denied.

5.4 New employees hired after March 1, 2024 shall receive 12 hours of PTO. At 60 days they shall receive one vacation and personal day. At 120 days then they shall receive their second vacation and personal day.

5.5. All vacation requests must be turned in to a supervisor so they can be dated and initialed at the time of submission.

5.6. No vacation request will be approved without a date and a supervisor's initials on the vacation slip.

5.7. To check to see if you're your vacation has been approved, please check the vacation calendar in the supervisor's office. Check your vacation date and if your name has been highlighted and initialed by a supervisor then your vacation has been approved. If it has not been highlighted and initialed, it has not been approved.

5.8. If your vacation falls into two different weeks, please fill out 2 separate vacation requests. The week goes from Monday to Sunday.

5.9. No vacation request will be unreasonably denied.

Section 6. If an employee schedules a five (5) consecutive day vacation and a sixth day is then posted, he will not be required to work that sixth day. Should an employee schedule a vacation day and thereafter another new unscheduled day be added, the Company will so far as possible not require him to work or to be counted against him for



the purpose of our absenteeism policy.

## ARTICLE 19 - HOLIDAYS

Section 1. **Recognized Holidays** – All eligible employees scheduled on an eight (8) hour shift shall receive holiday pay at the rate of eight (8) hours straight time pay. All eligible employees scheduled on a twelve (12) hour shift shall receive holiday pay at the rate of twelve (12) hours straight time pay. Employees will receive holiday pay for each of the following designated holidays not worked, or days nationally celebrated in lieu thereof.

The holiday period will begin at 8 am the day of the holiday and end at 8 am the following day; This may be changed by mutual agreement of the Local Unit President and the Company, provided it is done for each specific occurrence.

***** New Year's Day (V)	Labor Day (V)
* Good Friday/Easter (V)	Thanksgiving Day (V)
Memorial Day (V)	Christmas Day (V)
Independence Day (V)	** Floating Holidays
	**** 12 Hours Paid Personal Time Off

\* Good Friday/Easter – In observation of the Good Friday/Easter Holiday, those employees on a 7-day, 24 hour rotation schedule will get Easter Sunday (V) as their holiday. For those employees on a non-rotating, Monday through Friday schedule, Good Friday (V) will be observed as the holiday.

\*\* Floating Holiday – An employee shall give the Company One (1) hour notice prior to taking a floating holiday, provided the request is not unreasonably denied in the case of an emergency, with the final right of allotment reserved to the Company in order to insure normal operations. The employee shall talk with their Supervisor when using their floating holiday. All employees scheduled on the eight (8) hour shift will receive three (3) floating holidays to be used as three (3) eight (8) hour days. All employees scheduled on the twelve (12) hour shift will receive two (2) floating holidays to be used as two (2) twelve (12) hour days.

\*\*\* One additional Floating Holiday for employees with three (3) or more years of service with not less than one (1) hour notice.

\*\*\*\* Paid Personal Time Off – Each employee shall be given twelve (12) hours of Paid Personal Time Off to be used in not less than one (1) hour increments. For Paid Personal Time Off taken between December 22<sup>nd</sup> and December 31<sup>st</sup> each year, requests for more than four (4) hours in one shift requires a supervisor approval. Requests will not be unreasonably denied. This time may be sold for pay in lieu of time off.

\*\*\*\*\* New Year's Day – Holiday will be designated from 8:00 PM December 31<sup>st</sup> until 8:00 PM on January 1<sup>st</sup> of the new year

(V) Should the Company designate these holidays to work, it would be on a volunteer basis. When volunteers are being asked to work for V-days, qualified volunteers will be scheduled by plant seniority only. Full shift volunteers will have precedent over Employees who volunteer for a partial shift on a V-day.

The Holiday Rule applies to an eight (8) hour shift schedule; i.e., When any holiday falls on a Sunday, the following Monday shall be observed as a holiday. When any holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.

The Holiday Rule applies to a twelve (12) hour shift schedule; When any holiday falls on a day which is otherwise an employee's scheduled day off work, he shall be paid for the Holiday but not receive any additional time off. The date a holiday is recognized may be changed upon mutual agreement.

Section 2. Eligibility - To be eligible for holiday pay an employee must:

2.1. Have actually worked a minimum of eight (8) hours in the pay period in which the holiday occurs, and providing the Company has not made it impossible for the employee to actually work eight (8) hours by ceasing operations during the pay period in which the holiday occurs.

2.2. Have worked the scheduled full shift on his last regularly scheduled workday immediately preceding the holiday and his first regularly scheduled full shift following the holiday. The only exception to this requirement is if the employee is off work due to a scheduled vacation, a bereavement leave, receives a written excused absence from his supervisor, or an early shutdown.

Section 3. Pay for Worked Holiday - Any regular full-time employee working on any above-recognized non- (V) holidays will receive two and one-half (2 ½) times his regular hourly rate for all hours worked on a holiday. For those holidays designated as voluntary (V), employees will receive three and one-half (3 ½) times their regular hourly rate for all hours worked on (V) holidays. Notwithstanding the aforesaid, If an employee does not meet the eligibility requirements of Section 2.2 above, he will receive one and one-half (1 ½) times his regular hourly rate for all hours worked on a non- (V) holiday and two and one-half (2 ½) times his regular hourly rate for all hours worked on a voluntary (V) holiday.

## ARTICLE 20 – BEREAVEMENT LEAVE

Section 1. Immediate Family/Relative – When death occurs to an employee's legal spouse, son, daughter, step children the employee, upon request, will be excused and paid for up to one (1) week (48 hours for twelve (12) hour shift, and forty (40) hours for an eight (8) hour shift) off with pay (straight-time pay). When death occurs to an employee's legal guardian, mother, father, brother, sister, grandparents, grandchildren, spouse's grandparents, or life partner, the employee, upon request, will be excused and paid for up to a maximum of three (3) days pay.

Section 2. Definition of Life Partner - A life partner is defined as a non related individual, of the same or opposite sex, who has cohabitated with the employee for a period not less than one year immediately proceeding the date of death, and has maintained a committed emotional relationship with the employee for reasons other than convenience or financial benefit and in a manner as the term "life partner" is customarily understood and defined. The Company may require that the life partner relationship be substantiated by documentation or other appropriate evidence.

Section 3. Pay Provisions / Eligibility - The pay for each such bereavement day will equal eight (8) hours regular straight time pay. An employee will not receive bereavement pay when it duplicates pay received for time not worked for any other reason. In the event of a death during an employee's vacation, the days will be added to the end of his scheduled vacation time.

Section 4. Unpaid Leave – In the event of the death of an employee's Life Partner's parents, grandparents, or children, an employee may request an unpaid leave of (1) day.

#### ARTICLE 21 - JURY DUTY

Section 1. Jury Duty - An employee who is called for jury service or subpoenaed as a witness shall be excused from work for the days on which he serves, and he shall receive for each such day of jury or witness service, on which he otherwise would have worked, the difference between eight (8) or twelve (12) times, according to schedule, his bid hourly rate and the payment he received for jury or witness service. The employee will present proof that he did serve or report as a juror or was subpoenaed and reported as a witness and the amount of pay received therefore.

#### ARTICLE 22 - BENEFITS

Section 1. Medical, Dental and Vision Benefits. The Company shall continue the current medical, dental and vision benefits plans (the "Plans") for Bargaining Unit employees with no change in premium contributions until December 31, 2024. Effective January 1, 2025, the Medical, Dental, and Vision insurance plans for bargaining unit employees covered by this Agreement shall be the same as the current corporate plan structure and current corporate contribution scale (with no change in premium contributions). Employees and eligible spouse who complete a health risk assessment and biometric screening will be eligible for the "wellness rate".

The employee shall pay a portion of the healthcare premiums for the Company's Health Insurance as outlined in Appendix B, which is attached hereto. Said health insurance premiums may not increase but could decrease on January 1<sup>st</sup> of each year, following the Company's open enrollment period by the same percentage that the Company's per employee cost for health insurance decreases from the previous year. The Company reserves the right to change healthcare carriers, and the plan design for any of the benefit plans during the term of this Agreement, provided that the benefit levels are comparably equal to or greater than the existing coverage (including doctor and hospital networks). In the event comparably equal benefits are not offered, the parties agree to

negotiate other healthcare options. The parties agree to meet not less than annually to review and discuss health care costs and any proposed plan design changes.

Section 2. Coverage - Unless precluded by the rules and regulations of the relevant insuring companies, the benefits provided hereunder by the Company shall commence as of the first of the month following the month in which a full-time employee completes his introductory period or is recalled from layoff or other separation from employment not causing a loss of seniority. Benefits shall terminate as of the first of the month following the month in which such an employee with less than two (2) years service is discharged laid off or otherwise separated from employment. For full-time employees with more than two (2) years of service, benefits shall terminate as of the first of the sixth (6th) month following the month which he is laid off, disabled or separated from employment not causing loss of seniority. Work Injury - When an employee is hurt on the job, his insurance coverage shall continue while the person is receiving workers compensation benefits (not to exceed six (6) months.)

Section 3. Booklets - The Company shall provide each covered employee with a summary plan description booklet describing the health and welfare benefits established under this Agreement.

Section 4. 401(k) Savings and Retirement Plan – The Company's 401(k) plan is more specifically described in Appendix C attached hereto.

Section 5. Short Term Disability - The Company will pay the entire cost of the short term disability insurance which will commence on day one (1) of a hospital admission or injury, and day eight (8) of sickness, provided the employee provides the Company with a doctors verification that the employee is unable to work. The amounts of said benefits will be paid on a weekly basis during the period of time the employee is unable to work in the amount of \$ 425 per week. The maximum period of benefits is twenty-six (26) weeks for any one condition.

Section 6. Life Insurance & AD&D - The Company will pay the entire cost of Life Insurance and Accidental Death & Dismemberment Insurance. The amount of Life Insurance is \$60,000 per employee and the amount of AD&D insurance is \$ 120,000 per employee (AD& D is double the Life Insurance benefit).

Section 7. Optional Vision and Dental Insurance - The Company will pay ½ of the employee's optional monthly dental premium, with the employee paying the remaining ½ of monthly premium. The employee pays 100% of the optional Vision Insurance premium.

Section 8. A tobacco surcharge of \$400 per tobacco user (not to exceed \$800) per year will be charged for employees and covered dependents who use tobacco products within the calendar year.

Section 9. If an employee with five (5) or more years of continuous service passes away, their surviving family members will continue current benefit coverage for two (2) months (for eligible dependents) following the month of the death of the employee.

## ARTICLE 23 - SAFETY AND HEALTH

Section 1. Safety Committee – A safety committee consisting of three (3) employees designated by the Union and three (3) management members designated by the Company, shall be established to discuss safety problems on a monthly basis. The number of committee members can be changed by mutual agreement between the Company and the Union. Only bargaining unit members appointed by the Local Union and the equal number of Company representatives may participate in the decisions acted on at the monthly safety meeting. Members of this in plant safety committee may be appointed to the Company's Cross Plant Safety Committee in accordance with the Agreement Related to Cross Plant Safety Committee attached to this contract.

Section 2. Procedure - In the event the Union and Management members of the Committee believe that an unsafe or unhealthy condition exists on the job, they shall notify the Company that such conditions exist by an appropriate report. The Company agrees to do all in its power to undertake to remedy the situation if in the Company's opinion it does exist. In the event of a disagreement between the parties, the Union shall have the right to refer the matter directly to the Third Step of the grievance and arbitration provisions of this Agreement. Any employee who believes he is being forced to work on an unsafe job or under an unsafe condition beyond the normal adherent dangers of the job may request relief to another job in the facility without loss of their right to return to such job or jobs, or may file a grievance to have such job or condition corrected. Such grievance will be immediately written and processed in Step 3 of the Grievance and Arbitration Procedure as stated in Article 5 of this Agreement. In the event that the employee exercises his right of relief, the employee will be paid his rate of pay for the job which he holds the bid or the rate of the job for which he is assigned, whichever is higher. In the event that the employee is sent home, said employee will be compensated for all hours lost if the job or condition was deemed to be unsafe by the Safety Committee or an outside agency.

Section 3. Records - The Company shall make available on request at reasonable times to the Safety Committee its file on all accidents the Company is required by law to submit to state Workers' Compensation Agencies.

Section 4. Safety Equipment - The Company shall continue to make reasonable provisions for the safety and health of its employees at the plant during the hours of their employment. Protective devices, wearing apparel and other equipment necessary to properly protect employees from injury shall be provided by the Company in accordance with practices now prevailing.

For Protective Footwear:

4.1. All Protective footwear must contain a steel or equivalent toe, and must meet the ANSI Z41-1991 standard for impact and compression protection. In addition, Maintenance personnel must wear protective boots that are also rated for electrical hazards (EH).

4.2. The annual allowance for each individual required to wear protective footwear is two hundred and twenty five dollars (\$225.00). Please see your

supervisor or Plant Manager for approval for any replacement issues due to normal wear and tear and/or damage prior to the annual replacement time limit.

4.3. The Company agrees to provide an employee with special footwear needs an additional allowance to purchase safety shoes. The employee must provide doctor's certification and the increased allowance will be considered on an individual basis.

#### ARTICLE 24 - SEPARABILITY

Section 1. Past Practices – All understandings with the Union or practices established by negotiations with local union officers, and all conditions relating to work practices which are presently in effect, except those which conflict with the terms of this Agreement, shall continue in effect for the life of this agreement.

#### ARTICLE 25 - WAIVER AND ENTIRE AGREEMENT

Section 1. Legal Action - The parties hereto expressly agree that neither of them shall bring, nor cause to be brought, any court or legal or administrative action against the other until the dispute, claim, grievance or complaint shall have been brought to the attention of the party against whom it shall be made and that said party after actual notice of same shall within reasonable time fail to take steps to correct the cause or circumstances giving rise to such dispute, claim, grievance or complaint, and until the grievance and arbitration provisions of this Agreement, where applicable, are exhausted. "Notwithstanding the aforesaid, nothing herein shall prevent an employee from exercising his rights to file an individual action before any Federal, State or governmental agency."

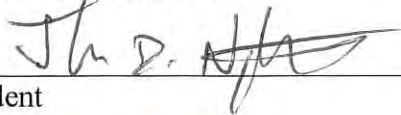
Section 2. Validity - In the event that any provision of this Agreement shall at any time be declared invalid by a court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the expressed intention of the parties that all other provisions shall remain in full force and effect. However, if such court does declare a provision of this Agreement to be invalid, the parties will meet and attempt to negotiate a remedy of the effected provision.

#### ARTICLE 26 - DURATION OF AGREEMENT


Section 1. This Agreement shall become effective on the 1st day of March, 2024 and shall remain in full force and effect until Midnight of February 28, 2027 and shall continue in full force and effect from year to year thereafter subject to amendment, alteration or termination by either party upon written notice given sixty (60) days prior to the anniversary date of the Agreement.

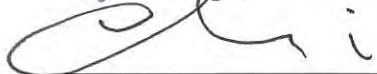
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names of their respective representatives thereunto duly authorized.

**FOR THE COMPANY**

  
\_\_\_\_\_  
President

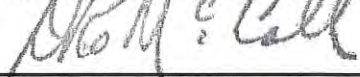
  
\_\_\_\_\_  
Vice President of Manufacturing


  
\_\_\_\_\_  
Plant Manager

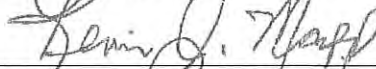
  
\_\_\_\_\_  
Global Director of Compensation and Benefits


  
\_\_\_\_\_  
Human Resources Generalist


**FOR THE UNITED STEELWORKERS**

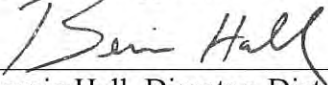
  
\_\_\_\_\_  
D. R. McCall, Int'l President


  
\_\_\_\_\_  
John E. Shinn, Int'l Secretary-Treasurer

  
\_\_\_\_\_  
Kevin I. Mapp, Int'l VP Administration

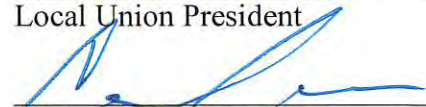
  
\_\_\_\_\_  
Emil Ramirez, Int'l VP Administration

  
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Kevin I. Mapp, Int'l VP Human Affairs

  
\_\_\_\_\_  
Bernie Hall, Director, District 10

  
\_\_\_\_\_  
James ...  
Staff Representative

  
\_\_\_\_\_  
Bob Adleson  
Local Union President

  
\_\_\_\_\_  
...  
Union Representative

  
\_\_\_\_\_  
...  
Union Representative

  
\_\_\_\_\_  
...  
Union Representative

# LETTERS OF AGREEMENT

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## 1. Overtime Procedure for 8-hour Shift Schedule

### PPD Scheduled Overtime

The following is the procedure used for overtime coverage when an employee is scheduled absent or overtime is scheduled in advance:

1. Vacation requests will be posted in the Forman's Office.
2. An overtime list will be kept in the Forman's Office that will contain all scheduled overtime available.
3. Anyone interested in working overtime should check the list in the Forman's Office for overtime available.
4. All employees who want to work overtime should sign up for the specific shift(s) they are interested in working.
5. Overtime will be offered to those who signed the list in order of seniority not less than five (5) working days before the scheduled overtime shift.
6. The employee who accepts the overtime offer may refuse the overtime not less than three (3) days before the scheduled overtime shift.

The following is the procedure used for unscheduled overtime (call-offs, short notice Personal Days), or when no one accepts the scheduled overtime:

Note: The Company will utilize a one call service to notify employees of available overtime. This service will provide record of dates and times calls are made. The employee is responsible for keeping all phone numbers up to date and accurate.

1. Ask the shift preceding the opening to stay to cover, offering overtime to qualified employees by seniority within the department
2. Ask the shift preceding the opening to stay to cover, offering overtime to qualified employees by seniority outside the department
3. Ask the shift following the opening to come in early, offering overtime to qualified employees by seniority within the department.
4. Ask the shift off that day to cover, offering overtime to qualified employees by seniority.
5. Ask employees outside the department, offering overtime to qualified employees by seniority.
6. In the event the overtime is still not filled, mandate the overtime or fill with non-bargaining unit employees.
  - a. Mandate the junior qualified employee yet to be mandated on the shift preceding the opening within the department, rotating from junior to senior employee. Employees will be given 30 minutes notice, if practical, of any mandating of overtime.
  - b. Mandate the junior qualified employee yet to be mandated on the shift



following the opening within the department, rotating from junior to senior employee.

- c. Employees may refuse mandation twice in contract year.

Note: A list will be kept to allow employees to request not to be called at home for overtime.

## **2. MEAL ALLOWANCE DURING PERIODS OF MANDATORY OVERTIME – 8-hour Shift Schedule**

Between Performance Products Division and the United Steelworkers of America AFL-CIO, Local 14693.

It is recognized that during periods of mandated overtime, employees are not always able to plan for meals at work. The following guidelines will be used to provide a meal allowance (or meals) for those employees who are mandated to work overtime.

1. Employees who are mandated to work overtime increments of no less than four (4) hours will be provided \$ 10.00 for the lunchroom vending machines. Employees who work voluntary or non-scheduled same day overtime in increments of no less than four (4) hours will also be provided with \$ 10.00 for a meal allowance. This meal allowance will allow for the purchase of a sandwich, bag of chips or snack, and a beverage. Meal allowance will be available from the Shift Supervisor.
2. In the event a large group of employees are mandated to work a minimum of four (4) hours, or if the vending machines are empty, the shift supervisor may use his discretion and make arrangement for meals to be delivered to the plant.
3. A meal under this program should generally provide the employee with a sandwich or pizza, snack and a beverage.

## **3. TIME OFF FOR OVERTIME HOURS WORKED- 8-hour Shift Schedule**

Between Performance Products Division and the United Steelworkers of America AFL-CIO, Local 14693.

It is recognized that during periods of unscheduled overtime, some employees may prefer time off to additional compensation. However, since departments must be scheduled to meet the commitments of customers, the Company must control the permitted time off to facilitate production schedules.

The following is agreed to accomplish both objectives:

1. Effective with unscheduled overtime worked on or after the ratification of this Agreement, an employee's unscheduled overtime hours worked will be accumulated on a calendar year basis. When an employee has worked forty (40) unscheduled overtime hours, he will be eligible for eight (8) hours time off from future mandated unscheduled overtime hours. This option can only be exercised 4 times each contract year.
2. The employee is responsible for notifying the Plant Manager by completing the Overtime Hours Worked Form, indicating the number of unscheduled overtime hours worked, within ten (10) calendar days of working such unscheduled overtime. Unscheduled overtime hours will not be counted for this program unless the Plant Manager is notified of the employee's hours worked within 10 calendar days.
3. Not more than two (2) employees per Department will be excused from (up to eight (8) hours) of mandated unscheduled overtime during any week. In the event more than two (2) employees in any Department request to be excused from mandated unscheduled overtime, the two (2) most senior eligible employees will be granted the time off based on a rotating seniority list. Rotation lists will be maintained in each department to ensure qualified employees wishing time off are eventually granted their requests.
4. For each eight (8) hours time off granted to an employee his accumulated unscheduled overtime hours will be reduced by forty (40) hours.

#### **4. Scheduled Overtime for 12-hour Shift Schedule**

The following is the process to be used for overtime coverage of shifts when an employee is scheduled absent or overtime is scheduled in advance:

1. Vacation requests will be posted in the Forman's Office ten (10) day in advance.
2. An overtime list will be kept in the Forman's Office that will contain all scheduled overtime available.
3. Anyone interested in working overtime should check the list in the Forman's office for overtime availability.
4. All employees who want to work overtime should sign up for the specific shift(s) they are interested in working.
5. Overtime will be offered to those who signed the list, in order of seniority.
6. Employees who voluntarily accept and work a scheduled overtime shift will be moved to the bottom of the shift's mandation list.

NOTE: The Company will utilize a one call service to notify employees of available overtime. The service will provide record of dates and times calls are made. The employee is responsible for keeping all phone numbers up to date and accurate. If the Company cannot cover the scheduled overtime through volunteers it may decide to "mandate" employees to work overtime by following the process outlined below:

1. A mandation list will be maintained for each department (Extrusion and Maintenance) within each shift. The initial order of the mandation list will be by reverse seniority.
2. When an employee is mandated to work overtime, said employee will be moved to the bottom of their department and shift's mandation list.
3. The Company will mandate overtime to the qualified employees who are on their seven (7) days-off, in accordance with the department and shift's mandation list or fill with non-bargaining unit employees.
4. Effective upon ratification of this agreement, all 12-hour employees shall be granted two (2) mandation refusals annually. The mandation refusal can be used to refuse a mandated overtime. When using a refusal, the employee will be moved to the bottom of the shift's mandation list, as if they worked the mandated overtime. Employees can earn an Overtime Incentive Day off with pay (12 hours) after volunteering and working for every ninety-six (96) hours (eight twelve-hour shifts starting at 8:00 and ending at 8:00) of scheduled overtime in a calendar year (January 1 – December 31). Eight (8) hour employees may also earn an Overtime Incentive Day off with pay (12 hours) after volunteering and working in Extrusion for every ninety-six (96) hours (eight twelve-hour shifts starting at 8:00 and ending at 8:00) of scheduled overtime in a calendar year (January 1 – December 31). If an Overtime Incentive Day is earned, it must be scheduled ten (10) days in advance.
5. Employees who are on scheduled vacation will be skipped over when mandating overtime.
6. Employees who are mandated to work overtime are required to work the scheduled shift or find a qualified replacement. The qualified replacement who works will be moved to the bottom of their shift's mandation list and the employee who was originally mandated will be moved back to the top of their shift's mandation list.

NOTE: A list will be kept to allow employees to request not to be called at home for overtime

## **APPENDIX A**

**Wage Rates – effective first pay period in March**

<b>Position</b>	<b>3/1/24</b>	<b>3/1/25</b>	<b>3/1/26</b>
New Hire*	\$21.77	\$22.68	\$23.39
Assistant Operator	\$22.77	\$23.68	\$24.39
Operator	\$24.61	\$25.59	\$26.36
Shipper - Blender	\$23.97	\$24.93	\$25.68
Asst. Maint. Tech.	\$27.42	\$28.52	\$29.38
Maintenance Tech.	\$30.22	\$31.43	\$32.37

\*New employees to start at agreed upon rates of the Contract. The Company maintains and reserves the right to adjust the rates of the new hire (start and up to 1 year) provided the rate is not more than that of an Assistant Operator.

\*\* Starting wage rate effective 12:01 am on March 1, 2024.

**APPENDIX B**

**PPD Division  
Summary of Medical Benefits**

Effective January 1, 2025 all bargaining unit employees will be covered by the Company's current Medical, Dental, and Vision Plans. The following is a summary of the Company's current plans:

	Single		Employee + Child(ren)		Employee + Spouse		Employee + Family	
	Full Rate	Wellness	Full Rate	Wellness	Full Rate	Wellness	Full Rate	Wellness
Medical – Non-Deductible	\$29.64	\$19.64	\$55.81	\$45.81	\$58.35	\$48.35	\$69.38	\$59.38
Medical – HDHP w/HSA	\$22.76	\$12.76	\$38.52	\$28.52	\$40.45	\$30.45	\$50.65	\$40.65
Vision	\$1.14		\$2.29		\$2.17		\$3.36	

	Employee	Family
Dental	\$3.60	\$10.58

\*Dental and Vision rates are subject to annual adjustments

**LIFE AND AD&D**

Life Insurance	\$60,000
AD&D	\$120,000

**SHORT TERM DISABILITY**

First Day Accident	
Eighth Day Sickness	
26 Weeks Duration	
70% of Salary (Maximum)	\$ 425/Week

\* Employee paid Dental and Vision benefit premiums are subject to change during the life of this agreement.

## APPENDIX C

### **401 K SAVINGS AND RETIREMENT PLAN**

The Company's 401 K Plan provides for discretionary company contributions <sup>1</sup> in accordance with the Summary Plan Description given to the Union which in summary provides as follows<sup>1</sup>:

1. Matching Contributions. The Company will make matching contributions for all eligible Participants in an amount equal to 100% of the first one percent of an employee's eligible compensation, and equal to 50% of the next five percent of an employee's eligible compensation, contributed to the Plan by the employee as Deferral Contributions. The amount of matching contributions that an employee will receive under this formula will be as follows:

EMPLOYEES CONTRIBUTION (As a percentage of his Plan Compensation)	COMPANY'S MATCHING CONTRIBUTION (As a percentage of his Plan Compensation)
0%	0%
1%	1%
2%	1.5%
3%	2%
4%	2.5%
5%	3%
6% or more	3.5%

2. Non-Elective Contributions. In addition to the matching contributions set forth above, the Company will make discretionary non-elective contributions on behalf of eligible participants in an amount annually to be determined by the Company's Board of Directors. To be eligible for such non-elective contributions an employee must have completed at least 1000 hours of service during the Plan Year and must be employed as of the last day of the Plan Year. The Company agrees that the amount of this contribution shall be discretionary on an annual basis, but shall not be less than the percentage amount of the non-elective contribution it makes for its non-bargaining unit employees.
3. Vesting. Employees shall always be 100% vested in their 401 K accounts for any contributions made by them. Matching contribution accounts and Non-Elective contributions made by the Company will be vested 100% upon an Employee's completion of two (2) or more years of service.

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<sup>1</sup> These contributions are discretionary both as to the matching contributions and the Non-Elective contributions and may be suspended by the Company with notice to the Union.

## APPENDIX D

### **Drug and Alcohol Policy (Effective 1/1/15)**

#### **Washington Penn Plastic Co., Inc. - Drug and Alcohol Policy Performance Products Division**

##### **I. Policy Overview:**

Washington Penn Plastic is responsible for maintaining safe, healthy and efficient working conditions for its employees and for protecting the safety and security of its products and facilities. Being under the influence of any drug or alcohol on the job constitutes a potential danger not only to the welfare of the user but also to all those individuals who work with the substance user. The possession, use, or sale of an illegal drug or alcohol in the work place also poses unacceptable risks for safe, healthful and efficient operations. With these basic objectives in mind Washington Penn Plastic has established the following Policy with regard to the use, possession or sale of alcohol or drugs.

##### **II. Scope:**

This policy applies to all regular full-time, and part-time bargaining unit employees working at the Washington Penn Plastic Company's Performance Products Division facility.

##### **III. Policy Statement:**

1. Employees are prohibited from the use, sale, dispensing, distribution, possession, or manufacture of illegal drugs and narcotics or alcoholic beverages on Company premises or work sites. In addition, employees are prohibited from the off premises use of alcohol and possession, use, or sale of illegal drugs when such activities adversely affect job performance and/or job safety.
2. The Company will maintain pre-placement drug screening practices designed to prevent the hiring of individuals whose current use of illegal drugs or alcohol indicates a potential for impaired or unsafe job performance.
3. Employees will be subject to disciplinary action, up to and including termination, for violations of this policy. Such violations include, but are not limited to, possessing illegal or non-prescribed drugs and narcotics or alcoholic beverages while at work or on company premises; being under the influence of such substances while working; using such substances while working; or dispensing, distributing or illegally manufacturing or selling them on company premises and work sites.
4. Employees who use prescribed drugs during work will be required to disclose all prescription drugs to a confidential testing administrator prior to being tested under this policy for drugs or alcohol.



5. Supervisors should report immediately to the Plant Manager or the Human Resource Department any action by an employee who demonstrates an unusual behavior pattern. A determination will be made whether there is reasonable cause for the employee to be examined by a physician or clinic and/or tested for drugs and alcohol. Employees believed to be under the influence of drugs, narcotics, or alcohol will be required to submit to drug/alcohol test or leave the premises. Refusal to submit to a drug test will be considered insubordination and subject to disciplinary action, including the immediate termination for a first refusal or any subsequent refusal. The Safety Director, Human Resource Manager or Shift Supervisor should be notified to arrange safe transit if the employee is required to leave Company property.

#### **IV. Drug and Alcohol Testing:**

Testing will be done by a facility certified by the Federal Department of Health and Human Services. The Company may require a blood test, urinalysis or other drug/alcohol screening in the following circumstances:

1. Pre-Employment. Every prospective employee who has been offered a position with the company is subject to drug screening prior to employment. Those who test positive will, as a general rule, be rejected.
2. Reasonable Suspicion. Those persons reasonably suspected of using or being under the influence of a drug or alcohol on the basis of behavioral characteristics or other information. Reasonable suspicion means suspicion based on specific personal observations of the appearance, behavior, speech or breath odor of the suspected employee or performance indicators of probable use.
3. Random Drug Testing. All bargaining unit employees will be subject to random drug testing once employed by the Company. Each month a certified third party administrator will draw names and collect samples for testing. For purposes of confidentiality the Director of Human Resources will be the primary contact for receiving test results and notifying Supervisors that an employee has been selected for testing. The selected employees will be notified and be expected to immediately report to the testing site for specimen collection. Approximately four percent (4%) to five (5%) percent of all bargaining unit employees will be tested monthly.

When an employee is asked to submit to a drug and/or alcohol test, he/she and his Union representative will be informed of the reasons why he/she is being asked to submit to the test. Employees will be asked to sign the appropriate voluntary consent forms prior to testing. Failure to sign the consent forms will constitute a refusal to submit to the testing. An employee's refusal to submit to such a test will constitute a presumption of a violation of this policy, and subject the employee to disciplinary action, up to and including termination for refusing to be tested. After the test has been administered, any employee tested because he is reasonably suspected of using drugs or alcohol the will be subject to suspension without pay pending the receipt of the results of the test by following normal suspension procedures. If the test results are negative the person will be reinstated to his position, with back pay for any time lost from work. The above is not an exhaustive list of all circumstances under which drug screening may occur.

## **V. Alcohol and Drug Abuse Policy: Relationship to Employee Assistance Program (EAP)**

The company maintains an Employee Assistance Program (EAP), which provides help to employees who suffer from alcohol or drug abuse and other personal/emotional problems. In the instance when an employee tests positively for drugs or alcohol he will be offered rehabilitation through the EAP for a first offense. Following an employee's completion of the EAP he will be subject to periodic drug testing in accordance with the recommendation of the EAP counselor. This offer will not be available to any employee who refuses to be tested. Any such person will be terminated from employment. If an employee refuses to attend the EAP and / or to fully complete and follow the terms and conditions of the Program he will be terminated. Following the completion of the Program if an employee test positive for drugs or alcohol within a two (2) year period he shall be terminated. Once a violation of this policy occurs, subsequently using the EAP or a rehabilitation program on a voluntary basis will not necessarily lessen disciplinary action and may, in fact, have no bearing on the determination of appropriate disciplinary action. The employee's decision to seek prior assistance from the EAP or a rehabilitation program will not be used as the basis for disciplinary action and will not be used against the employee in any disciplinary hearing.

## **VI. Positive Test for Alcohol or Drugs**

An employee whose alcohol or drug test is positive is considered in violation of this policy and will be subject to rehabilitation, suspension and/or discharge. The choice as to whether rehabilitation or discipline is selected will depend on all the circumstances. The determination as to whether an employee is impaired will be the responsibility of Company management based on all the circumstances, including the laboratory report. All employees will be offered EAP in lieu of termination for a first offense.

## **VII. Rehabilitation**

1. An employee testing positive for prohibited alcohol or drug use who is determined to be entitled to undergo rehabilitation therapy may be permitted the opportunity to enter a Company approved rehabilitation/treatment facility. Refusal to participate in rehabilitation, as prescribed below, will be cause for disciplinary action up to and including termination.
2. An employee is eligible to participate in a company-approved substance-abuse rehabilitation facility with job retention and benefits only once in a 12-month period and not more often than twice during the term of employment. The employee is to be placed on immediate leave of absence, referred to the EAP Coordinator and given the option of participating in an evaluation at a Company approved alcohol or drug treatment facility. This evaluation will determine the required treatment program the employee will need to complete, i.e. Inpatient or Outpatient treatment or both, post program follow-up care, therapy, meetings, evaluations and tests. If within 90 days following the conclusion of the initial period of treatment the employee voluntarily requests an opportunity for a second course of treatment because the first was unsuccessful, and the employee is at that time not under investigation for being under the influence of alcohol and/or drugs at work, the employee will be allowed to submit himself/herself for a second course of treatment.

- 3 To be eligible for return to work, the employee must complete, to the full satisfaction of the rehabilitation clinic or counselor, the required course of treatment, and the employee must, to the satisfaction of the rehabilitation clinic or counselor, continue with all post program follow-up care, therapy, meetings, consultations, tests and evaluations. Upon complying with the above conditions, the employee will be eligible to return to work upon signing the appropriate Return to Work Agreement. An employee who tests positive for alcohol, but is determined not to require treatment by a rehabilitation clinic or counselor, may at the discretion of the Company be required to agree to comply with the terms of the probationary Return to Work Agreement to be eligible to return to work. Employees, at the discretion of Management, may be offered an opportunity to repair a lapse in recovery from drug or alcohol abuse by undergoing further therapy if they voluntarily submit to such treatment and are not at that time under investigation for Reasonable Suspicion or post casualty testing. The employee will be placed on immediate leave, referred to the EAP Coordinator for mandatory participation in a Company-approved alcohol or drug treatment program. The employee may not return to work until he/she has completed the treatment program to the full satisfaction of the rehabilitation facility or counselor.
- 4 Each rehabilitation program must be approved by the Human Resource Department for the employee to be validly enrolled therein. All employee rehabilitation programs and the reasons for employee participation in these programs will remain confidential. The Human Resource Department will subsequently notify other Company managers of the employee's leave of absence on a need-to-know basis.
- 5 All costs associated with any recommended treatment or rehabilitation program are subject to payment in accordance with applicable benefits of the employee's health care plan and allowable EAP reimbursement, and are not otherwise supplemented by the Company.
- 6 Employees who are not eligible for rehabilitation because of having previously completed a treatment program or those who do not successfully complete the program or violate the provisions of follow-up care or violate the conditions of the return to work agreement during the probationary period are subject to discharge.

#### **VIII. Confidentiality**

Only Human Resource Personnel will be authorized to receive testing results. They will notify other Company managers of such results strictly on a need-to-know basis. Laboratory reports or test results will not be included in an employee's personnel file. Information of this nature will be included in the employee's medical file.

#### **IX. Communication of the Drug and Alcohol Policy**

All employees and applicants of Washington Penn Plastic will be notified of the Company Drug and Alcohol Policy. This dissemination of information will be handled in the following manner:

1. All applicants will be advised of a Drug and Alcohol Test as part of the employment process. Every prospective employee who has been offered a position with the company is subject to drug testing prior to beginning employment. Those who test positive, as a general rule, will be rejected.
2. All employees will be notified of the entire policy in the Employee Handbook.
3. The Local Union President and Unit President will be notified in writing of any modifications to appendix D..
4. All Managers/Supervisors will receive a copy and in addition receive training on Substance Abuse awareness through the EAP Coordinator.
5. A general summary of rehabilitative services and benefit coverage, as well as the procedure for utilization is published in each employee's health benefits booklet.
6. All employees will be advised of the seriousness of the Drug and Alcohol Abuse and the consequences of a violation of the Policy.
7. All employees will have access to the Employee Assistance Program for Substance Abuse problems.

## **X. DEFINITIONS**

1. For the purposes of this policy, an employee will be considered "on the premises" whenever he/she is on Company property, including parking lots.
2. "Illegal Drug or controlled substance" is any drug which is not legally obtainable or a drug which is legally obtainable but has not been obtained legally. The term includes prescription drugs not legally obtained and prescription drugs not being used for prescribed purposes. It also includes marijuana. Controlled substances are any substances or medications that will modify one or more of the normal body functions (i.e., coordination, reflexes, vision, mental capacity or judgment, etc.) when taken by an individual, with the exception of prescription or non-prescription medication, as outlined below.
3. "Prescription medication" is medication prescribed by a physician for an individual. Any prescription medications taken or in possession on Company property must be in the original prescription container and prescribed to that individual. Any non-prescription medication or over-the-counter medication taken or in possession on company property must be in the purchased container and in legal form. Legal form means using the medication for the purpose for which it was prescribed or manufactured.
4. "Alcohol" - the intoxicating agent or drug in fermented or distilled liquors. It includes but is not limited to beer, wine and liquor.
5. "Under the influence" - means, for the purpose of this policy, that the employee is affected or impaired by a drug or alcohol or the combination of a drug and alcohol in any detectable manner, or having the presence of alcohol or an illegal drug in the individual's system that is

detectable by a scientifically valid test. The symptoms of influence are not limited to those consistent with misbehavior, or to the obvious impairment of physical or mental ability, such as slurred speech or difficulty maintaining balance. A determination of influence can be established by a professional opinion or scientifically valid test.

6. "Reasonable Suspicion" means suspicion based on specific personal observations of the appearance, behavior, speech or breath odor of the suspected employee or performance indicators of probable use.

## APPENDIX E

### **Zero Tolerance Policy Statement**

Washington Penn Plastic is striving to maintain a productive work environment free from the threat of any violence. We are committed to the safety and health of our employees, customers, and visitors.

The threat of violence is defined as: “any comment or behavior that would be interpreted by a reasonable person as indicating the potential of physical violence toward people or property.” Some examples of workplace violence are, but not limited to:

- physical assault, threat to assault, or stalking an employee or customer,
- possessing or threatening with a lethal weapon, vandalism or arson,
- racial epithets or other derogatory remarks associated with hate crimes,
- bizarre or offensive comments condoning or inciting, violent events or behaviors,
- harassing phone calls, voice mails, e-mails, faxes, or written messages

Any employee who observes or has knowledge of any violations of the Zero Tolerance Policy should immediately contact their Supervisor, Manager, or the Human Resource Department. Any employee in violation of this policy will be subject to discipline, up to and including termination. Any violation of this policy, even a first offense, can result in termination.

All employees are responsible for safety and helping to ensure a workplace free of danger, threatening remarks and/or gestures.

## APPENDIX F

### **Agreement Relating to Cross Plant Safety Committee**

**THIS AGREEMENT** is made and entered into this 19<sup>th</sup> day of July, 2012.

**WHEREAS**, Grievance 14693-04-2012 involving the Cross Plant Safety Committee and the selection process for said Committee was scheduled for an Arbitration before Arbitrator Talarico on February 13, 2013, and

**WHEREAS**, prior to the commencement of the hearing the parties amicably resolved the grievance and placed their Agreement on the record with the Arbitrator, and

**WHEREAS**, although the parties Agreement was placed on the record the parties desire a signed Agreement for their files and future reference.

**NOW THEREFORE**, intending to be legally bound hereby, the parties mutually agree as follows:

1. **Appointment of Union Committee Members:** The parties agree that the Union shall have the right to appoint from its existing in-plant safety committee, union members who will serve on the Company's monthly Cross Plant Safety Committee (hereinafter "Committee") Said Committee is designed to share safety issues, problems, and resources with members from the Company's other plants.
2. **Rotation of Committee Members if More than Three Appointed:** If the Union appoints more than three (3) individuals to serve on said Committee, the additional individuals shall be rotated so that everyone has a chance to participate in the Committee appointments on a rotational basis.
3. **Company's Right to Limit the Number of Participants:** The parties agree that Company shall at all times have the right to limit the number of participants designated to serve on the Committee to not more than four (4) in number if it so chooses, one of which may be an appointment by the Company as set forth in Paragraph 4 below.
4. **Right of Company to Appoint one Committee Member:** The Union agrees that the Company shall have the right to appoint one (1) additional volunteer from within the bargaining unit who has not been appointed by the Union to

serve on said committee if such individual expresses a desire and interest to serve on the Committee and accepts the appointment.

5. **Minimum Service Requirement and Compensation:** The parties agree that appointed members are expected to serve for a minimum period of at least one year, but shall not be required to do so, and that Union members will be paid for time spent in attending said Committee meetings.
6. **Plant Wide Notice of Openings:** The parties agree that a plant wide notice will be posted at least annually, announcing the openings for appointees and requesting volunteers for the Committee. Bargaining unit employees interested in serving on said Committee shall express their interest by signing their names on said posting. Candidates will then be selected by the local Unit President, subject to the right of the Company to select from said list, one (1) additional member to serve on the Committee.

**IN WITNESS WHEREOF** and intending to be legally bound hereby the parties have set their hands and seals the date and year set forth above.

Washington Penn Plastics, Inc.

United Steel, Paper and Forestry,  
Rubber, Manufacturing, Energy,  
Allied industrial and Service  
Workers International Union,  
AFLCIO, CLC, Local 14693

By \_\_\_\_\_  
Phillip J. Binotto, Attorney for Washington  
Penn Plastics, Inc. – PPD Division

By \_\_\_\_\_  
James Watt, Staff Representative

\*Signatures on file\*



## APPENDIX G

### Maintenance Steady Shift Agreement

This agreement is made and entered into this 21<sup>st</sup> day of November, 2013, by and between United Steel, Paper, Forestry, Rubber, Manufacturing, Energy, Allied, Industrial Service Workers International Union AFL-CIO CLC, Local 14693 (hereinafter the "Union") and Washington Penn Plastic Company, Inc., Performance Products Division (hereinafter the "Company")

WHEREAS, the Union has filed grievance number 02-13 relating to the Company's decision to rotate every six weeks employees assigned to work the steady 8:00 am to 4:00 pm shift in the maintenance department at its Performance Products Division plant; and,

WHEREAS, an arbitration hearing was scheduled for today, November 22, 2013, before Arbitrator Helen Witt; and,

WHEREAS, prior to the commencement of the arbitrator, the parties met and resolved the grievance in question; and,

WHEREAS, the parties desire to set forth their resolution and agreement in writing.

NOW, THEREFORE, intending to be legally bound hereby, the parties mutually agree as follows:

1. The parties agree that so long as the Company maintains a steady 8:00 a.m. to 4:00 p.m. shift in the maintenance department at its Performance Products Division plant, that is not otherwise included in the existing shift rotation among maintenance employees, that it will offer said shift to employees on a seniority basis as follows:
  - A. Effective January 1, 2014, the maintenance supervisor shall offer said steady shift assignment department who volunteers to work said shift.

- B. Thereafter, said shift assignment will be rotated every six weeks by offering said shift to the next senior maintenance employee on the seniority list who volunteers to work the shift until every employee has been given an opportunity to work the shift assignment.
  - C. Once all employees have been given an opportunity to work the shift assignment, the maintenance supervisor shall start over at the beginning of the seniority list, seeking volunteers to work the shift.
  - D. If no maintenance employee volunteers to work the said shift, the Company shall mandate the least senior employee in the department to work the shift for six weeks. Thereafter, all maintenance employees shall be mandated to work the said shift on a rotational basis by following inverse seniority order unless someone volunteers to work the shift assignment.
2. The parties agree that the person assigned to work this steady daylight shift shall also be used to cover for leaves of absences, vacations, and other work shortages in the schedule in accordance with the past practice.
  3. The parties agree that the six-week rotation may be interrupted or suspended by the Company to accommodate employees who return to work for a light duty assignment, or employees who return to work with restrictions and are assigned to work the steady daylight shift by the Company.

(The remainder of this Page is intentionally Blank. Next Page is Signature Page)

IN WITNESS WHEREOF, the parties have set their hands and seals the date and year set forth below. This Agreement shall be effective November 21, 2013.

\_\_\_\_\_  
James Watt, Staff Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phillip J. Binotto, Jr., Esquire  
Washington Penn Plastic Co., Inc.  
Performance Products Division

\_\_\_\_\_  
Date

\*Signatures on file\*

**APPENDIX H**

Company's Discretionary Bonus Incentive Plan

Agreement

The United Steelworkers of America, AFL-CIO-CLC, Local 9125, ("Union"), on behalf of itself and the employees it represents, and Washington Penn Plastic Co., Inc. and its subsidiaries, divisions and affiliates, ("Company"), hereby agree, in consideration of the Company's current continuation of its random monthly bonus payments, to the following.

This bonus, when paid, shall not be considered a violation of a written or implied contractual agreement or obligation by the Company. This bonus, if continued, shall not at any time become or be considered a matter of obligation or right. No claims of past practice or any other claims as to its amount or continuation shall be valid or be made. It is understood that this bonus is and will remain discretionary, with the Company having the full and unrestricted right to alter or discontinue this bonus (either permanently or for particular months), with or without notice.

FOR THE UNION:

FOR THE COMPANY:

\_\_\_\_\_  
Denny Cregut  
Union President

\_\_\_\_\_  
Jeffrey E. Ross  
VP of Human Resources

\_\_\_\_\_  
Louis Kelley  
International Representative

\_\_\_\_\_  
Robert Andy  
Executive Vice President

## **APPENDIX I**

### **ASSISTANT MAINTENANCE TECHNICIAN TRAINING PROGRAM –**

#### **Job Bid**

- 1.) Post job bid for 10 days
- 2.) Those candidates that bid will proceed through the below selection process

#### **Selection Process**

Candidates will qualify in the following order. They will be disqualified to continue if any phase is failed.

- 1.) Written Test – Must pass Aptitude test that tests for general mechanical and electrical aptitude.
- 2.) Hands-on test – Must pass each section. Must put away tools to be considered passing test.
  - Hands-on Electrical test
  - Hands-on Mechanical test
- 3.) Award Bid – Most senior candidate that passes all sections will be selected.

#### **Assistant Maintenance Technician Training Program (1 Year Training Program)**

- 1.) Assistant Maintenance Technician Pay:
  - Prior to ratification of new contract, Assistant Maintenance Technicians' are paid at the current Maintenance Technician rate.
  - Post ratification, paid as an Assistant Maintenance Technician
- 2.) Training will be performed in the following areas:
  - a. Mechanical
  - b. Hydraulic/Pneumatic
  - c. Plumbing/Piping
  - d. Welding
  - e. Electrical/PLC

#### **Maintenance Technician**

- 1.) Testing – After 1 year of training program, each trainee must pass written and hands-on test.
  - a. Written Test
    - i. Achieve a passing score on a comprehensive multi-craft assessment
  - b. Hands-on Tests
    - i. Mechanical
    - ii. Electrical/PLC
    - iii. Welding
    - iv. Hydraulic/Pneumatic (conveying)
    - v. Feeder-Extruder-Washington Penn Equipment

## 2.) Pay

Once all phases of testing are successfully passed, Technician's pay will increase to the contractual rate for Maintenance Technicians.

\* Candidates can only take the written test once every 3 months and 3 failed tests will result in their return to the labor pool.

\* Candidates will be given 3 years, from the effective date of bid, to complete all training and pass all of the testing or will be returned to the labor pool.

\*\* Any employee that is a Maintenance Technician prior to March 1, 2018, shall be paid \$1.20 less than the Maintenance Technician rate under the terms of the new contract, once ratified. Those Maintenance Technician agree to be assessed and trained according to that assessment. In order to receive the full Maintenance Technician rate, those candidates must fulfil the same criteria as the Assistant Maintenance Technician's. Any Maintenance Technician after March 1, 2018, will be paid under the Assistant Maintenance Technician rate.

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*Appendix J*  
MEMORANDUM OF AGREEMENT – D-LINE OPERATORS

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This agreement represents the discussions between the Company and Union regarding the payment of a Retention Premium for D-Line Operators.

The company and the union agree to the following:

D-Line Operator Retention Premium

- 1.) D-Line Operators with six (6) months of continuous job service on D-Line will receive an additional \$0.75 per hour to their contractual hourly rate.
- 2.) D-Line Operators with one (1) full year of continuous job service on D-line will receive another additional \$.075 per hour, \$1.50 per hour total, to their contractual hourly rate.
- 3.) Employees with previous D-Line service will have their service grandfathered for the purpose of this Retention Premium.
- 4.) This additional Retention Premium will be added to the employee's contractual hourly rate and will be used in the calculation of overtime, Holiday pay, etc.
- 5.) The Retention Premium is strictly intended for D-Line Operators. Once a D-Line Operator bids and/or moves to another position and/or line, for any reason, they will forfeit the Retention Premium and will receive the contractual hourly rate for the new position.

Either party may terminate this agreement at any time with proper notice and discussion with the other party.