

AGREEMENT

between

SIKA CORPORATION

and

UNITED FOOD AND COMMERCIAL WORKERS
UNION LOCAL NO. 655

April 1, 2019

THROUGH

March 31, 2024

INTRODUCTION:

The Agreement covers all SIKA CORPORATION Bargaining Unit Employees. For ease in reference, provisions specific to the 7-Day Work Force have been separated. This is not intended to create a separate contract for the 7 day employees and should not be interpreted as such. All other provisions of the contract with the exception of those specifically stated, apply equally to both the 5 Day Week Employees and the 7 Day Week Employees.

REPORTING OFF:

If an employee must be absent from work without prior approval, the employee must phone the attendance call in line per the established attendance policy at 636-435-3188.

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PART A

AGREEMENT

THIS AGREEMENT made and entered into this 1st day of April, 2019 by and between SIKA CORPORATION, a corporation with principal offices in Lyndhurst, NJ, or its successors or assigns, hereinafter referred to as the Company, party of the first part, and UNITED FOOD AND COMMERCIAL WORKERS UNION, and its LOCAL UNION NO. 655, hereinafter referred to as the Union, party of the second part, with local offices in Ballwin, Missouri.

ARTICLE 1. GENERAL PURPOSE AND INTENT

SECTION 1. It is the purpose and intent of the parties hereto by this Agreement to promote and improve industrial relations and provide for the orderly and expeditious consideration and settlement of all matters of collective bargaining such as rates of pay, working hours and conditions, and adjustment of grievances.

SECTION 2. This contract applies only to the Company's production and maintenance employees located at 3400 Tree Court Industrial Blvd., Kirkwood, MO, or its successor location.

SECTION 3. It is the work policy of the Company to:

- A. Give an individual no more than can be reasonably handled, either physically or skillfully.
- B. Maintain optimum output per individual, and obtain high quality with minimal waste.
- C. Achieving all safety and environmental goals.
- D. The parties agree that, notwithstanding the provisions of Article 1, Section 3(A), in the particular case of extrusion line operators, no operator will be solely responsible for simultaneous operation of more than one line.

SECTION 4. The Union agrees that its representatives and its members will not take, authorize, or condone any action which interferes with the attainment of the highest level of employee performance and efficiency consistent with safety, good health, and sustained effort in manufacturing the products.

ARTICLE 2. RECOGNITION

SECTION 1. The Union is recognized as the sole collective bargaining agency for all production and maintenance employees at plant or plants in the Greater St. Louis area, as defined in the caption of this agreement, of SIKA CORPORATION, excluding office and clerical employees, engineers, technicians, and supervisors with authority to hire, promote, discharge or discipline or otherwise effect changes in status of employees or effectively recommend such action, all in

accordance with the unit found appropriate and certified by the National Labor Relations Board in Case No. 14-R-1706.

ARTICLE 3. UNION SHOP

SECTION 1. It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing by payment of initiation fees, dues, and assessments uniformly levied on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement, become and remain members in good standing in the Union by payment of initiation fees, dues, and assessments uniformly levied. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union by the payment of initiation fees, dues and assessments uniformly levied. Any such employee who fails to do so shall be discharged forthwith by the Company after written notice from the Union.

ARTICLE 4. PAYMENT OF DUES AND INITIATION FEES

SECTION 1. On receipt of written authorization, in accordance with the Labor-Management Act of 1947, the Company will, during the term of this Agreement, deduct from the employee's pay during each month, the initiation fee, if any, and the Union dues in the amount fixed pursuant to the constitution and by-laws of the United Food and Commercial Workers Union, and the Company will pay the amounts thus deducted, together with a list containing the names of each employee on which a deduction was made, to the financial secretary of Local 655, on or before the tenth day of the following month.

Once each year or each week, the Company will deduct from the pay of the employees, who have certified in writing, a political deduction. The Union shall furnish the Company the amounts to be deducted on the regular monthly billing.

SECTION 2. These authorizations shall remain in effect until March 31, 2024, and shall remain in effect for further successive one (1) year periods, unless same are withdrawn by registered mail both to the Company and the Union within ten (10) days prior to any anniversary date. Such notice must be received or post-marked during the period above set forth.

SECTION 3. The Company further agrees that it will furnish the Union with the monthly dues payments, a list showing the names and date of hire and/or termination of employees during the month.

ARTICLE 5. MANAGEMENT

SECTION 1. The management of the plant and the direction of the working forces, including but not limited to, the right to hire, promote, suspend, transfer, discharge for just cause, to

establish, modify and post plant rules, and the right to relieve employees from duty because of lack of work or other proper reasons, is vested exclusively in the Company; provided that the Company will not discriminate against any employee because of membership in the Union, or act in a manner contrary to the provisions of this Agreement. The Company will give the Union and employees 30 days' notice, unless an emergency issue arises, of changes in plant rules and policies.

SECTION 2. The Company has the sole right to decide the processes of manufacture, the types of machinery and equipment to be used, the methods of operation, types and qualities of products to be made, quality of material and workmanship required, selling price of products, methods of selling and distributing products, and personnel required in supervisory, clerical and other jobs not included in the bargaining unit.

ARTICLE 6. WORK SCHEDULE – TREE COURT

SECTION 1. 5-Day Week employees (Die Crib, Machine Shop, Shipping, Fabrication, Floater, and Warehouse)

- A. First Shift – 8:00 a.m. to 4:30 p.m.
 - 1. Fabrication Class "A" – 6:30 a.m. to 3:00 p.m.
 - 2. Shipping Class "B", Assistant Shipping Clerk – 9:00 a.m. to 5:30 p.m.
- B. Second Shift – 4:00 p.m. to 12:30 a.m.
 - 1. Fabrication Class "A" – 2:30 p.m. to 11:00 p.m.
- C. Third Shift – 12:00 a.m. to 8:30 a.m.
 - 1. Fabrication Class "A" – 10:30 p.m. to 7:00 a.m.

SECTION 2. The work day shall consist of 24 hours and shall begin with the first shift.

SECTION 3. The regular work week shall consist of five days and will begin with the first shift on Monday.

SECTION 4. The Company reserves the right to schedule overtime on Saturday, Sunday and holidays. (Scheduled work must be worked by employees.) The Company will not schedule weekend overtime more than two weekends in a row where employees are required to work said overtime. A written notice posted three working days prior to the day or days to be worked will be sufficient notification. A notice canceling the above must be posted no later than 24 hours prior to the day or days scheduled or show up pay will be paid to the employees involved.

SECTION 5. Lunch breaks and rest periods will be scheduled as follows for 5-day employees (Die Crib, Machine Shop, Shipping, Fabrication and Warehouse).

- A. Lunch breaks – the above employees shall be given a 30 minute non-paid lunch break between the fourth and fifth hour of the shift.
- B. Rest periods – 5-day employees shall be given a 10 minute paid rest period in the morning and a 10 minute paid rest period in the afternoon in addition to a paid 5 minute cleanup period before lunch and a paid 5 minute cleanup period before quitting time. The morning and afternoon break shall be during the employee's second and sixth hour of the regular day's work.

All five day employees working on a second and/or third shift shall be allowed equivalent rest periods, lunch breaks and cleanup periods as given to employees on the first shift.

SECTION 6. A 4-Day alternative schedule is established as production needs and staffing requires. This 4-Day position provides for one-10 hour shift per day. Holidays, vacation, EDO, lunch breaks, and rest periods are guided by the same conditions/provisions as the 5-Day Week employee.

ARTICLE 7. OVERTIME, REGULAR SCHEDULE – TREE COURT

SECTION 1. All work done in excess of eight hours per shift or in excess of forty hours per week and all work performed on Saturday, Sunday and paid holidays shall be considered overtime and shall be compensated as follows: (Vacation, Holidays and Personal Time Off hours will count toward hours worked.

- A. Sundays – Double time including shift differentials.
- B. Holidays – Double time including shift differentials, in addition to the eight hours pay for the holiday.
- C. All other overtime – time and one half including shift differentials.

SECTION 2. Time worked prior to or after an employee's shift shall be compensated at time and one half, except for a shift scheduled to work on Sunday in which case time worked prior to or after the shift shall be compensated at double time.

SECTION 3. All five-day employees will be given a paid ten minute rest period at the end of the shift when required to perform overtime work which is expected to last one half hour or more.

SECTION 4. Daily Overtime: (The 5 day week employees shall be considered as members of the off-going shifts of Team "A" & Team "C").

A. For overtime following a shift:

1. Employees in that classification from the off-going shift will be asked to work the overtime in order of seniority for the first four hours of the oncoming shift.
2. Next, the rest of the employees from the off-going shift in order of plant seniority shall be asked to work the overtime.
3. If no employees as stated in 1 and 2 above desire to work the overtime, then the employees from the opposite team (A-C, B-D) in that classification in order of seniority will be asked next. They will be asked to work the 12 hours or 8 hours of overtime whatever is left.
4. Next, the rest of the employees, as indicated in item #3 above, will be asked to work the overtime in order of plant seniority.
5. If no qualified employees as stated in 1, 2, 3 or 4 above desires to work the overtime, then any remaining employees on the overtime call-up list will be asked first by classification in seniority order then strictly by plant seniority.

B. Overtime will be offered as stated in paragraphs 1 - 5 above, to employees to fill unplanned shift vacancies unless:

1. An employee on the affected shift does not have a full shift's work available.
2. The vacancy develops after the affected shift has started and the preceding shift employees have departed.

C. Unplanned *daily overtime notification will be as follows:*

1. Notification of the first four hours of shift overtime will be addressed with each eligible employee by the supervisor or lead person prior to the end of the shift. Employees are responsible for responding to the supervisor or lead person as soon as possible if overtime is desired.
2. Employees interested in being notified of overtime opportunities when off-duty may place their names on a text alert list. When overtime cannot be filled by on-duty employees, a text alert will be sent to all interested employees advising of the expected duration of the overtime required and the classification of the overtime. Employees will have thirty (30) minutes to respond to the text indicating their willingness to perform the work, and among employees who express interest, the work will be awarded to the most senior employee(s) in the classification that express interest then to the most senior employee(s) outside classification who express interest.

(NOTE: It is understood that this text notification system will be implemented as soon as possible after ratification of the agreement. Until it is implemented, the current method(s) of overtime notification and sign up will be used)

D. Planned Overtime

1. When it is known at least 72 hours in advance that overtime is required, an overtime availability form will be posted to that effect and a text alert will be sent to all employees interested in being notified. Employees will have at least twelve (12) hours to respond to the text alert. (Neither the Company nor the employee can cancel the overtime without at least forty-eight (48) hours notification).
2. The overtime will be made available in 4 hour segments and awarded by regulations stated in Sections 4 A, B, and C.
3. Employees on lay-off will be contacted for overtime needs prior to calling for contract service employees when there is a 48 hour notice.
4. It is the responsibility of the company to notify employees of awarded overtime. It is the sole responsibility of the employee to report for signed up overtime.

SECTION 5. Saturday and Sunday overtime:

- A. Saturday and Sunday overtime will be awarded to the most senior employee(s) in the classification who express interest, then to the most senior employee(s) outside the classification who express interest.
- B. Unplanned Saturday and Sunday overtime:
 1. For overtime which does not exceed two hours, employees in the classification from the off-going shift will be asked to work the overtime in seniority order.
 2. If no qualified employees as stated in B1. desire to work the overtime, employees outside classification from the off-going shift will be asked to work the overtime in bargaining unit seniority order, provided employee's skill, ability, and physical fitness are sufficient to allow the employee to perform the work.
 3. For unplanned overtime which is to exceed two hours, overtime will be handled through a shift supervisor as covered in Article VII Section 4C. Employees signed up will be called by bargaining unit seniority provided job qualifications are present.

SECTION 6. When it is known at least 48 hours in advance that overtime will be required, an overtime availability form will be posted to that effect and a text alert will be sent to all employees interested in being notified. Employees will have at least twelve (12) hours to respond

to the text alert. Neither the company nor the employee can cancel the overtime without at least twelve (12) hours notification.

SECTION 7. While an employee is on vacation the employee will not be subject to overtime call on the weekends prior to, during, and following the employee's vacation.

SECTION 8. For all employees working overtime during a scheduled shutdown or holiday, plant-wide seniority shall prevail.

SECTION 9. Business or shift meetings are necessary to the business for sharing information and complying with Federal and or State mandates for safety and other legally required training. Employees are required to attend meetings as follows:

A. Meetings scheduled off shift (day off) will not exceed two (2) days or eight (8) hours per month with a minimum of four (4) hours pay per meeting.

B. Meetings scheduled after the shift will be for a minimum of one (1) hour pay and will not exceed two (2) hours in length.

In the event the employee will be absent from a meeting, the employee is required to notify the supervisor following the same process used for reporting off. If the employee will cooperate with the Company to attend an alternate meeting, the absence will not be reflected in the attendance record.

In addition to the annual posted calendar of meetings, a reminder notice will be posted one (1) week prior to the meeting at all relevant time clocks (ex: meeting notices for Shipping personnel will be posted at the Shipping time clocks, etc.). When a meeting time or date is changed, a meeting notice will be posted at least one (1) week prior to the rescheduled date and time of the rescheduled meeting.

SECTION 10. Overtime will be allocated by seniority provided job qualifications are present. Employees will be paid the rate of pay for the classification in which they are working. In the event overtime is available in an employee's own classification, the employee must sign up for that overtime first, but are free to sign up for any other overtime available. In the event the overtime is not available in an employee's own classification, but the employee is qualified for overtime in another classification, and is awarded such overtime based on the overtime priority procedures, the employee will be paid at the rate of pay for the classification worked, or the employee's regular classification, whichever is higher.

ARTICLE 8. SHIFT PREMIUMS

SECTION 1. Second shift employees shall receive forty-four cents (\$.44) per hour premium pay in addition to their regular pay.

SECTION 2. Third shift employees shall receive forty-nine cents (\$.49) per hour premium pay in addition to their regular pay.

SECTION 3. The following procedure will be followed for the payment of shift premiums:

- A. An employee will receive the shift differential for the shift the employee is normally scheduled to work during vacations, holidays not worked, paid funeral leave or for other hours not actually worked but where pay is due, including but not limited to jury duty and to vote.
- B. An employee who performs overtime work shall be paid their regular shift premium, or if more than five (5) overtime hours are worked, shift premium will be paid for all overtime hours worked.

ARTICLE 9. PAID HOLIDAYS – 5 DAY EMPLOYEES

SECTION 1. The following holidays will be observed:

New Year's Day	Thanksgiving Day
Good Friday	Day following Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Day before Christmas
Labor Day	New Year's Eve (beginning in 2012)
Easter Sunday (beginning 2013)	One Floating Holiday

In addition to the above Floating Holiday employees will be granted one additional holiday only in their anniversary year as outlined below subject to the same conditions of the floating holiday:

Twenty-fifth (25th) year
Thirtieth (30th) year
Thirty-fifth (35th) year
Fortieth (40th) year

Employees not scheduled to work on Easter Sunday will receive an extra day of straight-time pay [eight (8) or twelve point two (12.2) hours, in accordance with the employee's standard schedule], to be paid during the second week following Easter Sunday.

- A. Each employee may arrange a date to be used as their floating holiday(s), using the following as general guidelines:

- 1. Employee must make request in writing a minimum of one (1) week in advance.

2. Only one employee may be scheduled off at a time unless approved by management. When two employees have requested the same day, the date the request was made will be the determining factor.

3. Floating holiday(s) must be taken in a full day.

4. Employees who choose not to use their floating holidays shall be paid for the floating holiday(s) no later than the second pay day of January in the new year, and the payment will be made on a separate paycheck (in conjunction with payment for earned, unused EDO, and vacation time). (Example: 2017 earned, unused EDO, Floating Holiday, and vacation time will be paid no later than January 13, 2018).

5. Employees who have terminated employment or who have submitted a written request to their supervisor shall receive pay in lieu of the floating holiday(s).

B. The holiday(s) will be celebrated on the day of the holiday or any designated day. Employees shall be paid for eight (8) hours at their regular applicable rate of pay for each of the holidays.

SECTION 2. When a holiday occurs on a Saturday, it shall be celebrated on the preceding Friday. When a holiday occurs on a Sunday, it shall be celebrated on the succeeding Monday.

SECTION 3. The employees who will receive pay for the paid holidays aforementioned are only the employees who have been on the Company's payroll for a period of thirty (30) days, and before any employee can qualify for the receipt of pay for such holiday, the employee must have worked on the scheduled work day before and after the holiday, unless good cause is shown the Company that the employee was not able to work on the scheduled work day before and after the holiday, or if the employee was excused by the Company.

SECTION 4. Where an employee is on leave of absence and a holiday occurs during such period, such employee is not to receive holiday pay, but if such employee returns the day after a holiday, the employee will receive the holiday pay for such holiday preceding the employees' return to work.

SECTION 5. In case of layoff or sickness of an employee within thirty (30) days before or seven (7) days after a holiday, if such employee shall have worked for the Company within thirty (30) days before or seven (7) days after the holiday, such employee will receive holiday pay.

SECTION 6. Where a paid holiday occurs during the employee's vacation period, the employee shall receive one extra day of paid vacation or eight (8) hours pay for such holiday.

ARTICLE 10. WAGE CLASSIFICATION AND RATES

SECTION 1. Payment of wages due shall be made by the Company on Friday for work done during the previous calendar week. If the regular payday is a holiday, or if the employee is not scheduled to work on Friday, payment of wages will be made to the employee on their last scheduled work day preceding Friday. Should any employee be short pay of any regular hours and/or four (4) hours or more of overtime, the Company will correct the problem by the following pay period, provided the employee reports such problem in writing by 3:00 p.m. on Friday.

The Company agrees to furnish each employee with a statement showing the name of the individual employee, wage rate per hour, total hours worked, total earnings, and amount and purpose of all deductions on each weekly payday. Employees' regular paycheck shall be placed in an envelope.

SECTION 2. If and when the Company, during the life of this Agreement, desires to place any of its operations on a piecework rate, then the matter of rate payable on the particular work will be taken up by the Company and the Union so that a satisfactory piecework rate can be arrived at. If new operations are commenced, the parties will negotiate the rate applicable thereto.

SECTION 3. The wage rates applicable to classifications are shown on separate pages marked, "Exhibit A", attached hereto and made a part of this Agreement. The Company further agrees that within the rate range in all classifications it will increase the employee's wages during the appropriate progression schedule to the maximum rate range. Such increases shall be in equal amounts as possible, and will be made to the closest cent per hour. Time lost during the progression schedule due to layoff situations or approved leave of absence will not be counted as time in progression.

It is further mutually agreed between the parties that the Company is given the right to pay wages over and above the established scale. When this is done, the Union Representative of the Union will be notified.

SECTION 4. Temporary Transfers

- A. Any employee in progression transferred temporarily from the employees' regular classification shall be paid the comparable progression wage rate within the new classification. However, if that new rate would cause the employee to suffer a reduction in wages, then the employee would retain employees' current wage rate. An employee temporarily transferred who is at the top of the rate range of the employees' regular classification shall receive the nine (9) months guaranteed rate of the new classification or the employees' regular rate whichever is the higher. This section does not apply to daily transfers of less than three (3) hours duration.
- B. When a classification is filled by a temporary transfer within a shift, the supervisor should consider transferring the most senior employee in that classification on the shift who is

temporarily in another classification due to bumping rights. When shift operating conditions and manning limitations do not support such a move, and when the temporary transfer is for a period greater than three hours, then the most senior employee not currently working in the employee's classification as noted above will be paid the difference between the existing hourly rate and the classification rate for the time the position was filled by another employee on the shift.

- C. If an employee is temporarily transferred to another higher paying classification on the employees' shift for a period of time greater than three hours; and if such employee is not the most senior employee with the minimum job qualifications, then in addition to paying the selected employee as required under the provisions of this section, the most senior employee with the minimum job qualifications will also be paid as specified in Article X, Section 4 for the identical period of time.

SECTION 5. Permanent Transfers – an employee, who successfully bids into a higher rated classification, shall receive their current hourly rate of pay or the nine (9) month rate for the new classification, whichever is higher; assuming employee had already reached nine (9) month level in previous class. If the employee retains their current hourly rate, the employee shall automatically be credited with the time worked in the new classification equivalent to the employees' current wage rate.

SECTION 6. Incapacitated employees unable to continue their regular work may, by agreement between the Company and the Union, be employed at rates of pay or at terms below those provided herein for employees not similarly handicapped.

SECTION 7. If during the term of this Agreement the Company acquires additional jobs or companies, the Union and the Company both reserve the right to open the contract with thirty days advance notice from either party to discuss the acquired Company's jobs only.

ARTICLE 11. REPORTING PAY

SECTION 1. Any employee reporting for scheduled work and not given at least four (4) hours employment, shall be paid a minimum of four (4) hours pay for such day; the employee's regular rate to be applied for report and work performed, except for periodic pre-scheduled meetings at which time the employee will be paid for time involved.

SECTION 2. This provision shall not apply when work is not available due to power failure, steam failure, sprinkler failure, cyclone, fire, delay due to storm or other acts of God.

SECTION 3. Whenever an employee is unable to finish a day's work because of occupational illness or injury, the employee shall receive eight (8) hours pay for that day. Employees who work on an eight point three (8.3) hour regular work schedule will receive eight point three (8.3) hours pay.

ARTICLE 12. CALL BACK

SECTION 1. Call back pay is pay that an employee is to receive for making a trip to the plant at a time other than the employees' regular work time or shift. The foregoing shall not apply with respect to early overtime call in.

SECTION 2. In case of call back of an employee such employee is to receive a premium of twelve (12) dollars with the further understanding that such employee will receive one and one half (1.5) times the regular rate of pay for time worked on such call back. Shift differential and overtime rates shall apply where applicable.

SECTION 3. Any employee called back shall be given two (2) hours pay at time and one half (1.5) and if work is satisfactorily completed in less than two (2) hours, the employee shall be permitted to leave and not be required to do routine work to complete the two (2) hours.

SECTION 4. The provisions of call back shall not be used to offset an employee's regular scheduled work hours.

ARTICLE 13. VACATIONS

SECTION 1. Employees who have worked for one (1) full year or more as of July 1st shall be entitled to a vacation with pay on the following basis:

- A. Employees with one (1) year but less than two (2) years of service with the Company, forty (40) consecutive working hours.
- B. Employees with two (2) years of service, but less than eight (8) years of service with the Company, eighty (80) working hours.
- C. Employees with eight (8) years of service but less than sixteen (16) years of service with the Company, one hundred twenty (120) working hours.
- D. Employees with sixteen (16) years of service but less than twenty-four (24) years of service with the Company, one hundred sixty (160) working hours.
- E. Employees with twenty-four (24) years or more of service with the Company, two hundred (200) working hours.

Effective January 1, 2020, the sections A-E will be changed to:

- A. Employees with one (1) year but less than two (2) years of service with the Company, forty (40) consecutive working hours.

- B. Employees with two (2) years of service, but less than six (6) years of service with the Company, eighty (80) working hours.
- C. Employees with six (6) years of service but less than thirteen (13) years of service with the Company, one hundred twenty (120) working hours.
- D. Employees with thirteen (13) years of service but less than twenty (20) years of service with the Company, one hundred sixty (160) working hours.
- E. Employees with twenty (20) years or more of service, two hundred (200) working hours.
- F. Employee's vacation pay will be figured as follows, whichever is higher:
 - 1. Present classification rate.
 - 2. Last rate earned in highest classification worked for a six (6) month period or longer during the current calendar year.
 - 3. Next higher classification rate when a combination of classifications, higher than present classification, has been worked for a six (6) month period or longer in the current calendar year.

After employees have worked for the Company for two (2) years from their date of hire, their anniversary date for calculating vacation will become January 1 for each following vacation year. Employees short of the one (1) full year and the two (2) full years of service, mentioned in A & B above, as of July 1st shall be entitled to a prorated vacation with pay.

SECTION 2. It is agreed that, if during the total time of a year's work, the employee loses less than three (3) months total time because of layoff or sickness, such employee will not lose their vacation benefits.

Occupational related injuries or diseases shall be considered as time worked for paid vacation.

If during a calendar years' time, an employee has lost more than three (3) months' time due to layoff or sickness, the employee's vacation pay shall be figured on a pro-rata basis as follows:

- A. Only full weeks shall be counted in determining how much time the employee was off. For this purpose, one (1) or two (2) days off within a payroll week shall not be counted; three (3), four (4), or five (5) days shall be counted as a full week off.
 - 1. Four (4) weeks shall be figured as constituting one (1) month, and thirteen (13) weeks as constituting three (3) months.

2. Only full months are to be counted. One (1) or two (2) weeks off shall not be counted as any part of a month, but three (3) or four (4) weeks off shall be counted as a full month.

SECTION 3. When more than three (3) months' time, as determined by the above method, has been lost and the employee otherwise qualifies for a vacation, payment shall be reduced in the proportion as the months off over three (3) are to twelve (12) months. Thus, an employee who is out for a four (4) months period would be out one (1) month over the employee's allowed time, and vacation pay would be reduced by one twelfth ($1/12^{\text{th}}$) or paid at eleven twelfths ($11/12^{\text{ths}}$) of the said vacation pay.

SECTION 4. For the purpose of vacation planning, the work/vacation schedule will be made available to the Union shop stewards by December 1st for the succeeding year. The Union shop stewards on each shift will circulate the plant work vacation schedule in seniority order on their respective shift. After all employees on the shift have had access for vacation planning and no later than March 1st, the schedules will be submitted to the Plant Manager. The Plant Manager will publish a master vacation schedule to be posted in the plant no later than March 15th. The master vacation schedule will indicate the name of the employees scheduled for vacations on specific dates

- A. Green indicates the employee has priority (i.e. seniority) and is approved for vacation on that date.
- B. Red indicates the employee has requested vacation but actual time off is subject to the work hours being covered by overtime with a fully qualified employee.

SECTION 5. All vacation schedules are subject to the approval of Plant Management. It is the Company's intent not to change the vacation schedule after it has been posted, but it may be necessary for vacations to be deferred if production demands make it necessary. In this case, the Company will give the affected employees two weeks' notice and if this is not given, then, the Company may not defer the employee's vacation without consent.

In the event an employee incurs the loss of personal expenses including but not limited to travel, hotel reservation(s) and or deposit(s) for themselves, for a spouse, significant other or other immediate family members) due to cancellation/postponement of the employees scheduled vacation by the company the employee will be reimbursed by the company provided written documentation is provided by the affected employee.

SECTION 6. The Company agrees that it will allow such vacation requests in the order requested, if possible giving due consideration to bargaining unit seniority.

SECTION 7. Any employee with more than one year of service who leaves the employ of the Company shall receive earned vacation pay on a prorated basis at the time of leaving.

SECTION 8. If the Company, in its discretion on account of production problems, determines that actual vacations in whole or in part are not to be granted as scheduled, employees, at their option, may reschedule vacations or receive vacation pay equivalent to that portion of the vacation not granted. If an employee desires to forego vacation due to economic hardship on the employee's part, the Company, after agreement between the Company and the Union, shall give the employee vacation pay equivalent to that portion of the vacation not granted.

SECTION 9. Should it become necessary to close the plant for one (1) or two (2) weeks, then the Company shall post on the plant bulletin board by March 31st a notice to that effect. Employees with vacation earned must take their vacation at that time, except for those employees notified to perform the work involved. Employees with additional earned vacation will then be allowed to take their remaining week(s) vacation at another time. Employees who have no earned vacation due shall be considered unemployed at that time because of lack of work. There would be no scheduled shutdown of the plant for vacation purposes between January 2 and March 31 with the following exception. With the consent of a majority of the scheduled employees, management may choose to shut down during a day, or a shift, due to high absenteeism, excessive requested time off, the Good Friday Holiday, weather conditions, or other acts of God.

SECTION 10. Payment for vacation will be made by separate checks if employee makes request to the supervisor ten (10) days in advance of the time vacation commences, and shall include all wage increases during the employee's vacation period.

ARTICLE 14. EDO (EARNED DAYS OFF)

SECTION 1. All non-introductory, union, plant employees may receive paid wages up to 51 hours, within any calendar year, on approved absences. The accumulation of these paid wages is referred to as "Earned Days Off" (EDO).

A. EDO's are earned by employees as follows: The 8-hour shift employee will accrue one (1) eight (8) hour EDO for every two (2) months worked for a total of 48 hours per calendar year.

B. The 12-hour shift employee will accrue one (1) eight and a half (8.5) hour EDO for every two (2) months worked for a total of 51 hours per calendar year.

C. Actual time worked and benefit hours taken in accordance with policy and approved by management (i.e., holiday hours, EDO's, jury duty, bereavement, and vacation) all count as time worked toward the accrual of the EDO.

D. Absences where no benefit hours are used to cover the scheduled work hours will not constitute time worked for the purpose of accruing the EDO. During the one (1) month measurement period, a minimum of 75% of the scheduled work hours must either be worked or covered by benefit hours.

Examples:

Employee A is an 8-hour shift employee. In a one-month time period (four weeks plus one day), Employee A has holiday and vacation hours which cover 5 scheduled work days, Employee A works 10 scheduled work days, and then is sick with the flu for 3 scheduled work days, returns to work, and works the remainder of the period. $18/21 = 85.7\%$. Employee A accrues the 4 hours of EDO time for that measurement period.

Employee B is a 12-hour shift employee. In a one-month time period (four weeks plus 1 day), Employee B has holiday and vacation hours which cover 4-12 hour shifts, Employee B works 7-12 hour shifts, and then is sick with the flu for 3 scheduled work shifts, returns to work, and works the last scheduled 12 hour shift. $12/15 = 80\%$. Employee B accrues the 4 hours of EDO time for that measurement period.

Employee C is a 12-hour shift employee. In a one-month time period (four weeks plus 1 day), Employee C has a holiday which covers 1-12 hour shift, Employee C works five (5) twelve 12 hour shifts and then has an accident at home falling from a ladder. Employee C's physician requires them to be off work for the next two months. Employee C applies for short-term disability through the H&W benefits (for which the company pays) and receives those benefits during the time Employee C is off. Employee C does not utilize any vacation or previously accumulated EDO hours during this time period. $6/15 = 40\%$. Employee C does not receive any accrual of EDO time for that measurement period.

Time out from the regular schedule due to a Worker's Compensation claim will count as time worked for the purpose of accruing the EDO.

Employee D is a 12-hour shift employee. In a two-month time period (eight weeks plus 5 days), Employee D has a holiday which covers 1-12 hour shift, Employee D works 5-12 hour shifts and then has an accident at work; falling from a ladder. The treating physician requires Employee D to be off work for the next two months. Employee D receives company benefit pay for 3 days and the workers compensation carrier provides benefits for the rest of the time period Employee D is off work. Employee D does not utilize any vacation or previously accumulated EDO hours during this time period. $6+25/31 = 100\%$. Employee D accrues 8.5 hours of EDO time for that measurement period.

E. In the event of a regularly scheduled part-time employee, hours would be prorated based upon the hours scheduled and worked in accordance with the above.

F. Additional hours worked (overtime) may qualify an employee to earn additional EDO hours. Management will review total hours worked annually and determine those employees who may qualify based upon the method of calculation used.

G. Management will provide to payroll the EDO hours accrued for each employee for the purpose of recording these hours on the payroll check stub. In the event where management determines the EDO hours based on future accruals, payroll will be notified of changes based on actual hours earned.

Example:

Management provides hours to payroll twice per year, February 1 and August 1, based on anticipated hours earned working a normal schedule. When the employee's actual working hours deviate from the standard, management will notify payroll of the change and EDO hours advanced will be corrected on the payroll check stub as early as possible.

SECTION 2. EDO hours may be used by the employee in the following manner.

- A. EDO's should be planned and taken at times that are approved by management.
- B. Every effort will be made to enable an employee to take the time when they are not needed. In instances where the EDO is requested to cover unplanned time, such a request must be in accordance with the absenteeism policy as regards notification, etc.
- C. EDO's may not be combined with earned vacation and taken at one time unless the employee's earned vacation is less than the amount of time scheduled for plant vacation shutdown, or prior planning has taken place and approval is received from management.
- D. EDO's may be taken in hourly increments; however, a minimum of 4 hours must be taken at one time unless approved by management.
- E. The Company will pay earned, unused EDO time for the previous year no later than the second pay period of January in the new year, and the payment will be made on a separate check (in conjunction with earned, unused vacation time and earned, unused Floating Holiday time). EDO's can be converted to money with proper notification and approval by management.

Note: Company policies may be modified from time to time to reflect changes in business needs, compliance with various governmental acts or laws, and to correct design flaws/inconsistencies or eradicate abuses as they are brought to management's attention.

In the event an employee entitled to earned paid vacation dies, such earned paid vacation pay shall be paid to the employee's surviving spouse, if any; otherwise, to the employee's estate.

ARTICLE 15. JOB VACANCIES AND JOB POSTING

SECTION 1. New jobs and job openings shall be posted on the bulletin board by the Company for a minimum of five (5) working days. Bargaining unit seniority shall be the governing factor in filling such vacancies with the exception of the lead man and skilled trade maintenance positions.

All copies of job postings shall be given to the Union. Bids shall be in writing on the job bid form with a copy given to the employee's supervisor, shop steward and Union.

- A. Openings created by an employee being placed on a Medical Leave of Absence (MLOA) may be posted only as a Temporary Opening. The successful bidder must return to the employee's former job and shift upon returning from a MLOA, subject to the layoff and recall procedure.

SECTION 2. The posted job shall be filled by the successful bidder within five (5) working days. If such transfer is delayed, the successful bidder shall at the end of the five-day period, begin being paid the appropriate hourly wage rate for the new job. The successful bidder is defined as the employee who is ultimately selected for the job.

SECTION 3. Changes from one shift to another when a shift is reduced will be based on bargaining unit seniority. This latter sentence also applies when a reduction within a classification occurs on a shift.

When a shift is increased, the most senior employee, who has been previously transferred to another shift or laid off due to a decrease in the work load, shall be given the first opportunity to return to the employee's former job classification. This latter sentence would also apply if an opening in the employee's classification should occur on the original shift.

SECTION 4. If no bids are made for a job opening, it is agreed that the Company may transfer the employee with the least plant seniority or make a new hire.

SECTION 5. The successful bidder shall have a fair trial period of actual work by the employee on the job. For employees changing shift, but not classification, the trial period shall be fourteen (14) working days. For employees changing classification, that trial period shall be thirty (30) working days. If during this period, the employee proves incapable of performing the job, or he chooses to return to the employee's former job, he shall be returned to the employee's former shift job, and all other employees shall be returned to their former positions, without loss of seniority, and the job shall again be posted for bid. Performance reviews conducted to evaluate job capability will be directed to the job description and performance standards.

SECTION 6. Down bidding is permissible but only if the Company and Union mutually agree. In this case the Company and Union will determine the pay rate for the employee, but it cannot be higher than the maximum (12 month) rate, but not lower than the nine (9) month rate for the class into which the employee has bid.

SECTION 7. An employee will be allowed to place a job preference form in their personnel file which will be used to hold open a job which is posted during the employee's vacation. Upon return from vacation, the employee will have the right to bid on the job opening. It is the responsibility of the employee to keep plant management advised of their job preference(s).

ARTICLE 16. SENIORITY

SECTION 1. Definitions:

- A. Bargaining unit seniority (also referred to as plant-wide seniority) dates back to the last continuous date of employment. Employees hired on the same day will have their seniority order determined by a coin toss.
- B. Classification seniority dates back to the last hire transfer or bid into the individual's classification. After thirty (30) days in a new classification all bargaining unit seniority is transferred to the employee's new classification.
- C. Shift seniority dates back to the last hire transfer or bid into the individual's shift. Shift seniority applies only to Article 14 Section 3.
- D. For the purpose of this Agreement employee's bargaining unit seniority will be valid and usable only at Tree Court in case of a job bid; layoff and recall; transfer; or daily or weekend or holiday overtime.

SECTION 2. It is agreed that bargaining unit seniority shall govern in all cases of filling of vacancies except Article 14 Section 3 in any positions except in positions of supervisory capacity provided that the following factors shall be considered;

- A. Skill and ability to perform work including employee's past work record and attendance record will be considered. Specifically the Company will consider two (2) active personnel notices for attendance which will be continually active for (forty-five) 45 days or longer as a negative factor when weighing an employee's candidacy for promotion.
- B. Physical fitness.

Where factors A. and B. are relatively equal then bargaining unit seniority shall be the governing factor.

SECTION 3. New employees shall be considered probationary employees without seniority rights until they have had sixty (60) calendar days less any vacation days holidays or shut down days.

In case of a line shut down where factors A and B in Section 2 are relatively equal then bargaining unit seniority shall be the governing factor in who is to be reassigned (unless the senior employee waives this right).

SECTION 4. The Company agrees to prepare a seniority list of all employees who have completed their probationary period. A copy of the list will be furnished to the Union Stewards and Business Representative of the local Union and shall be posted by the Company on the plant bulletin

board. The list shall be revised by the Company on the minimum of every six (6) months. Updates will be available to the Union Stewards upon request.

SECTION 5. A promotion of an employee in the unit to a supervisory, salesman or clerical capacity, shall be a break in seniority. Such employee shall have a fair trial period not to exceed 240 working days. If during this period, the employee is incapable of performing the job as determined solely by management or if the employee chooses to return to their former job, he shall be returned, but he shall not receive credit for seniority during the time that he worked on the promoted job. If after two hundred forty (240) working days, the employee is terminated, for whatever reasons, said employee will not receive credit for any prior bargaining unit seniority if rehired in the unit, as determined by management.

SECTION 6. When it becomes necessary to lay off any employee, the Company will notify the chief steward and shop steward of the name(s) of the employee(s) to be laid off. Employees who are to be laid off shall be given at least sixteen (16) working hours advance layoff notice prior to their shift on which the layoff takes effect.

SECTION 7. Employees laid off because of lack of work will be furnished by the Company with a form for partial unemployment compensation.

SECTION 8. Layoff and Recall Procedure:

- A. All probationary and part-time employees shall be terminated first. Seniority for the purpose of this Agreement shall mean that the last person hired shall be the first one to be laid off, and in case of recalling, the person laid off last shall be the first to be recalled.
- B. In case of layoff or reduction in shift staffing (7 day = A, B, C, D; 5 day = 1, 2, 3), a senior employee shall have the right to exercise their seniority in the order following giving due consideration to qualifications as set out in Section 2 of this article:
 - 1. By replacing any junior employee within the shift in point of seniority in same classification;
 - 2. By replacing any junior employee within the shift in point of seniority in an equal paying classification;
 - 3. By replacing any junior employee within the shift in point of seniority in the next highest classification providing top skill/pay level can be reached within 12 months.
 - 4. By replacing the junior employee to him, or her, exercising plant wide seniority.

In case of a layoff the employee will be paid at their present rate or top rate of lower classification whichever is lower. In case of a shift staffing reduction, any employee

having to down-bid to keep their job shall be paid the employee's current rate of pay for a period of one year.

- C. Employees shall be recalled in the reverse order in which they are laid off, giving due consideration to the skill and ability necessary to perform the work required. Employees not recalled to their classification shall have the right to accept the recall or to stay on layoff unless they are the least senior person on layoff status.
- D. New employees shall not be hired when any qualified employees are laid off. If all laid-off employees refuse work, then Company may hire new employee(s).
- E. On recall, if any employee does not report to work within three (3) days after a certified letter obligation to such employee ceases under this Agreement. The return receipt on certified letter must be signed by employee.
- F. There will be no permanent shift transfer as a result of a recall.

SECTION 9. Performance Evaluation Procedure:

- A. Whenever management is called on to evaluate an employee's qualifications to perform work under various provisions of the contract, such performance evaluations will be based on the employee's past work record as it pertains to the affected job description responsibilities and standards. In all cases except promotion, skill and ability refers to the minimum requirements necessary to perform the job at its acceptable or overall standards of performance.

SECTION 10. A seniority recognition payment will be made as follows:

- A. First year of eligibility is the fifth anniversary of the date of hire.
- B. Ten dollars (\$10) for each year of service will be paid.
- C. An additional five dollars (\$5) for those years of service 15 and above will be paid.
- D. Payment will be made on the third (3rd) pay period of the month in which the employee's actual date of hire occurs.

ARTICLE 17. LOSS OF SENIORITY

SECTION 1. Employees who have been discharged or dismissed from the service of the Company for justifiable reason, or who may have quit the service of the Company of their own volition, or who have refused employment when called, (see Article 15, Section 8C) shall begin their seniority anew after they have been rehired.

SECTION 2. Layoffs of one (1) year or longer, illness and sickness which continue over a one (1) year period (see Article 17, Section 4) or a disability of any kind (excluding workmen's compensation or occupational disease) longer than a one (1) year period, whereby the employee is unable to work, shall constitute a break in seniority. If such employee is rehired at any future time, then their seniority shall begin anew.

ARTICLE 18. LEAVE OF ABSENCE

SECTION 1. Any member of the Union who is authorized by the Union or any branch of the AFL-CIO to perform Union work shall be granted a leave of absence after proper notification by him or her to the Company, with the definite understanding between the parties hereto that no more than one employee shall be granted such leave of absence at any one time. Furthermore, it is understood that an employee's seniority shall not accrue while on such Union leave. It is mutually agreed between the parties that by mutual understanding, other arrangements may be made as to such leave of absence.

SECTION 2. Employees may request a leave of absence for personal reasons which would include but not be limited to sickness, maternity, personal business, or Union business. Employee requests must be made in writing and submitted to the Company five days prior to the requested leave in accordance with Federal and State laws. The Company reserves the right to grant or deny such leaves. Employee's seniority will continue to accrue while on any of the above leaves of absence. In cases of occupational injury or sickness, the Company may initiate a leave of absence.

SECTION 3. In the event an employee covered by this Agreement enters into the Armed Forces of the United States, he/she will be eligible for reinstatement in accordance with the provisions of the applicable Federal legislation.

SECTION 4. All leaves of absence granted under this Article shall be without pay, unless otherwise specified by the Company. All Union leaves of absence, as referred to in Section 1, and personal leaves of absence shall be for a specific period of time, established at the commencement thereof. No Union leave of absence shall exceed twelve (12) months and no personal leave of absence shall exceed one (1) month, unless otherwise specified by the Company and the Union. Persons on leave of absence shall not be entitled to any other benefits under this Agreement, such as holidays, vacations, etc. Persons returning from leave of absence shall be entitled to re-employment to their classification and shift if there is work available for them based on their seniority, skill and ability. To be entitled to re-employment, employees completing leave of absence must report ready for work on the next working day after such leave of absence expires. If an employee fails to return to work at the end of a leave of absence, all of the employee's rights and benefits under this Agreement shall be determined as of that time as though he were a voluntary quit as of that date.

ARTICLE 19. TEMPORARY EMPLOYEES

Temporary employees are defined as those hired by the Company and paid via the Company payroll.

It is the intention of the Company to hire regular employees in the bargaining unit in preference to temporary employees not members of the bargaining unit; further that it is the Company's intention to keep the number of temporary employees at a minimum.

Temporary employees are subject to the same rule in the Union membership as regular employees.

SECTION 1. A temporary employee wage classification is established at a rate of pay no less than ten dollars and fifty-nine cents (\$10.59) per hour and no greater than the Class C Helper starting rate. No temporary employee is to be used in excess of ninety (90) working days of continuous employment. After ninety (90) working days the temporary employee(s) may be converted to regular employee status at the Class C Helper -5 month rate.

SECTION 2. Upon demand every six (6) months the Company will furnish the Union the names and working records of temporary employees performing bargaining unit work.

SECTION 3. The parties agree to review the situation of temporary employees not in the bargaining unit every six (6) months for the duration of the contract the same to be subject to the grievance procedure by the Union.

SECTION 4. No temporary employees should be hired to fill job vacancies resulting from planned and unplanned daily absences unless and until regular employees have been given the opportunity to fill those daily absences with overtime work.

ARTICLE 20. SUPERVISORY EMPLOYEES

Supervisory employees will not do production work except under the following conditions:

- A. To conduct experimental work or to perfect operations of new machinery or methods. In no case should salable products be produced under the above circumstances without an operator present.
- B. To train new employees.
- C. To fill the place of absentees on a single emergency, not to exceed eight (8) working hours and after overtime procedure has been followed.
- D. To relieve employees during lunch.

- E. To help mechanics or repairmen where technical assistance is needed in an emergency.
- F. To fill the place of any worker in a single emergency, not to exceed beyond one half (1/2) working hour.

ARTICLE 21. NON-DISCRIMINATION

The Union and the Company affirm their intention that the provisions of this Agreement will be applied without discrimination because of race, creed, color, religion, sex, national origin, ancestry of the employee, age or disability (provided the employee can perform the essential functions of the job either with, or without, reasonable accommodation).

The Company and Union are committed to a workplace free of sexual, racial, or other forms of harassment. Any violation of the rules prohibiting such harassment will be deemed very serious and cause for severe discipline, up to and including immediate discharge.

ARTICLE 22. PERSONNEL NOTICES

SECTION 1. Whenever an employee is discharged, it shall be solely for just cause. If the Union deems that the discharge is without just cause, then it may file a grievance for such employee, and in such event such grievance may be immediately processed under the third step of the grievance procedure. If no agreement is reached, then it shall be submitted to arbitration as provided herein.

SECTION 2. Whenever the Company writes a personnel notice on any employee, it will give a copy of same to the employee involved, the shop steward, and the Union office within five (5) working days from the occurrence or knowledge of the offense. If the employee believes that the personnel notice is unwarranted, the employee may process the complaint in accordance with the established grievance procedure. Any personnel notice regarding attendance must be presented within ten (10) days unless the auditor is not available during that ten (10) day period.

SECTION 3. Consistent with the principles of just cause, some violations (including violations of major safety rules, fighting, insubordination, drug and alcohol use, and other matters traditionally considered similarly serious) shall be considered cause for discipline up to and including immediate discharge. For other matters where progressive discipline is appropriate, the Company agrees that it will not use personnel notices as a basis for discharge, unless at least three valid personnel notices are in the employee's file. (ie: warning, unpaid suspension up to two (2) working days). It is further agreed that, if the employee maintains a clean record on the same type issue (ie: performance, misconduct, or attendance) without any discipline for twenty-four (24) months, the Company will not use any personnel notice pre-dating that time to support a disciplinary decision.

SECTION 4. All disciplinary layoffs shall be given no later than two (2) working days after the issuance of the personnel notice.

ARTICLE 23. GRIEVANCE AND ARBITRATION –NO STRIKE – NO LOCK OUT

SECTION 1. To facilitate the prompt and orderly handling of grievances, the Company will deal with the stewards and the Chief Shop Steward. The stewards who are designated by the Union shall consist of up to four (4) Union Stewards plus the Chief Steward.

The steward or stewards must be employees of the Company. The Union shall notify the Company of their choice of steward or stewards. In the event it becomes necessary to arrange meetings during the regular working hours, the members of the shop committee shall be paid for the time lost from working hours.

SECTION 2. Should differences arise between the Company and the Union, or any employee of the Company, as to wages, rates of pay, hours of work, and other conditions of employment, or as to the meaning, interpretation or performance under the provisions of this Agreement, there shall be no work stoppage on account of such difference, but the parties agree to settle such differences in the following prompt and orderly manner. Grievance complaints will be held at a time which will be mutually agreed upon by the parties; any meeting to last no longer than two (2) hours. Matters requiring emergency treatment may be held at any time.

SECTION 3. The grievance procedure may be utilized by the Union in processing grievances which allege a violation of the obligations of the Company to the Union as such. In the event an employee dies, the Union may process on behalf of the employee's survivors, any claim he would have had to any monies due under any provision of this Agreement.

SECTION 4. It is mutually agreed between the parties that shop stewards are to obtain permission for time off from their job from their supervisor when such shop steward or stewards are handling grievances or Union business on Company time.

SECTION 5. A prompt and earnest effort shall be made to settle all disputes and grievances in the following manner:

- A. The employee or employees involved and the steward must attempt settlement of the dispute or grievance with the employee or employee's immediate supervisor, and/or Company representatives within fourteen (14) calendar days from the occurrence or knowledge of the grievance.
- B. If not disposed of under Step A. within seven (7) additional calendar days, the grievance shall be reduced to writing by the Union, signed by the employee or employees involved, one copy to be given to the Union and one to the Company, and the grievance shall then be taken up by the shop committee and the plant manager or a supervisory designee.
- C. If not disposed of within fourteen (14) additional calendar days under the procedure set up under Step B., it shall then be taken up by the shop committee and a representative

of the International Union and/or business agent with the Senior Vice President of production or designee. At such meeting, the Union shall have the privilege of having the aggrieved employee or employees present if they so desire.

- D. If the matter is not disposed of after the last meeting under Step C., the dispute or grievance is then to be submitted for a decision to an impartial arbitrator. The matter shall not be submitted until written notification has been made by either the Company or the Union to the other party, provided that no notification for arbitration shall be valid which is not made within fourteen (14) calendar days from the date of the expiration of the previous step.

In the event that the appointed representative of the Company and the appointed representative of the Union cannot agree upon an impartial arbitrator within seven (7) calendar days, then the impartial arbitrator shall be selected from a panel of seven (7) submitted by the Federal Mediation and Conciliation Service all of whom must be members of the National Academy of Arbitrators and on panels for Missouri or Illinois. Each party will delete in turn the name of an undesirable arbitrator until one name is left. The first party to delete a name will be determined by the toss of a coin.

- E. The parties shall meet at the discretion of the impartial arbitrator, who shall hear the matter in dispute and promptly render their decision and supporting opinion in writing, and furnish a signed copy to each party. It is mutually understood and agreed that the decision of the impartial arbitrator shall be final and binding upon both parties.

SECTION 6. All arbitration hearings shall be held in the St. Louis Metropolitan Area, Missouri, and the legitimate expense of the impartial arbitrator shall be borne equally by the Company and the Union. Should either party postpone and/or cancel a scheduled arbitration date, that party shall be responsible for any cancellation fee.

SECTION 7. The mode of procedure having thus been set up for the adjustment of grievances and their arbitration, it is agreed by the parties hereto that:

- A. There shall be no lockout of its employees on the part of the Company.
- B. There shall be no strike, boycott, stoppage, slowdown or other interruption of production on the part of the employees or the Union against the Company during the life of this Agreement.
- C. There shall be no sympathy strikes or sympathy slowdowns. In the event either shall occur they will be subject to arbitration under Article XXII and will be subject to be enjoined until the arbitrator makes a decision.

ARTICLE 24. JURY SERVICE

SECTION 1. When employees covered by this Agreement are called upon for jury service, they shall advise their superintendent upon receipt of such call. All employees required to report for jury duty, regardless of their shifts shall be paid by the Company (i.e., no employee shall be reimbursed less than eight (8) hours pay; employees on an 8.2 daily work schedule shall be reimbursed not less than 8.2 hours pay, etc.) The reimbursement shall include shift premiums and scheduled overtime rates where applicable. This also covers employees called but who do not actually serve.

SECTION 2. Employees shall not be required to perform any work for the Company on those days when required to report for jury duty, even if they do not actually serve.

ARTICLE 25. SAFETY AND HEALTH

SECTION 1. The Company agrees to abide by all Federal and State laws established for the safety and health of employees. The Union and Company shall agree on rules and regulations for maintaining a safe and healthy working environment for all employees.

SECTION 2. The Company will provide, at no cost to the employee, safety wearing apparel and devices, including but not limited to:

- A. Gloves
- B. Noise suppressers worn as " earmuffs" (or ear plugs)
- C. Safety glasses (plastic)
- D. Safety goggles
- E. Breathing masks (respirators)
- F. Safety masks
- G. Protective clothing for dirty jobs

SECTION 3. A management-plant committee comprised of management and four (4) Union members including at least one (1) shop steward, two permanent and the other two (2) to rotate every six (6) months, shall meet regularly.

SECTION 4. If an employee has been injured or is suffering from an occupational disease sustained in the course of employment, the Company agrees that it will make such employee whole for up to three (3) consecutive calendar days following the day of injury. Payment will be based on the employee's regular wage rate and hours lost from the employee's regular work schedule.

ARTICLE 26. MISCELLANEOUS

SECTION 1. Union Bulletin Boards. The Company will furnish and maintain bulletin boards within the plants for the purpose of posting notices of all Union activities. Bulletins posted shall

be confined to the proper business of the Union, and matters of controversial, political, irrelevant or objectionable nature shall not be posted.

SECTION 2. Plant Visitation. The representatives of the Union shall be permitted to visit the plant during working hours to adjust grievances and to confer with the shop stewards, but before entering the plant proper, the Union representative is to report to the office and obtain permission from some official of the Company to enter the plant proper.

SECTION 3. Military. It is mutually agreed between the parties that in the case the United States of America enters a war outside the Continental United States and sends armed forces into armed combat which is comparable to or greater than the Korean War from a military standpoint, then either party, upon ninety (90) days' written notice from the date that its armed forces are sent into combat, may request the opening of this Agreement on the subject of wages.

SECTION 4. Gender. When the pronoun "he" or any other pronoun of the male gender is used in this Agreement, it shall be understood as applying to both male and female employees.

SECTION 5. Uniforms. The Company will pay 100% of uniform costs for those Union employees either required to wear uniforms for safety reasons (ex: mechanics must wear flame retardant garments), or for employees not required to wear a uniform who do not waive the uniform option. All employees not required to wear a uniform must elect to either waive the uniform option, or must wear the uniform (in whole or in part, as reported to Human Resources). Changes to the wearing of uniforms (in whole or in part) must be discussed by the employee with Human Resources to ensure accurate record keeping and cost management of the uniforms. The company reserves the right to make modifications to the uniform requirements as safety needs are evaluated for positions.

ARTICLE 27. BEREAVEMENT PAY

SECTION 1. In case of death of an employee's father, mother, stepfather, stepmother, father-in-law, mother-in-law, son-in-law, daughter-in-law, legal guardian, brother, sister, husband, wife, both employee's and spouse's grandparents, child or grandchild, the employee will be allowed necessary time off with pay not to exceed three (3) scheduled working days within three months following death in the family (supervisor to be kept informed of plans for use of deferred days off; i.e., no employee shall receive less than eight (8) hours pay per day, nor shall he lose a shift premium or scheduled overtime rate where applicable; employees on a 8.2 daily work schedule shall receive not less than 8.2 hours pay per day). No such allowance shall be paid for any period which occurs while an employee is on a layoff or on personal or sick leave, or for any time for which the employee received vacation or holiday benefits.

SECTION 2. In case of death of an employee's sister-in-law, brother-in-law, niece or nephew the employee will be granted, when requested, an excused absence without pay not to exceed three (3) consecutive scheduled working days.

SECTION 3. Appropriate notification and verification of such deaths must be provided under Section 1 and Section 2 above. Upon request, additional time off without pay may be granted.

ARTICLE 28. WELFARE AND HOSPITALIZATION

SECTION 1. The Company shall continue to pay four dollars and thirty cents (\$4.30) per hour for all hours paid with a maximum of forty (40) hours per week for all employees covered by this Agreement, into the United Food and Commercial Workers Union, Local No. 655 Welfare Fund. Effective January 1, 2017, for hours paid in December 2016; the Company shall pay four dollars and sixty-five cents (\$4.65) per hour.

Effective June 1, 2017, for hours paid in May, 2017, the Company shall pay four dollars and eighty cents (\$4.80).

Effective June 1, 2018, for hours paid in May, 2018, the Company shall pay four dollars and ninety cents (\$4.90).

Effective June 1, 2019 for hours paid in May 2019 and for all subsequent periods during the term of this Agreement, the Company will pay the amount uniformly established by the Trustees for other employers contributing for the same classification of benefits.

For purposes of interpreting the provisions of this Section refer to the "Health and Welfare Interpretation Rules Addendum," which is attached hereto and incorporated by reference as if fully set out herein.

For employees whose spouses do not have their own primary health insurance, the Employer will contribute ten dollars (\$10.00); [(effective January 1, 2017, twenty dollars (\$20.00))] per week to the Welfare Fund for spousal coverage.

For employees whose spouses do not have their own primary health insurance, the employee will contribute ten dollars (\$10.00) Effective January 1, 2018, [effective January 1, 2019 twenty dollars (\$20.00)] per week to the Welfare Fund for spousal coverage.

Effective January 1, 2019, any increases to the spousal surcharge will be shared equally by the Company and the employee, not to exceed an increase of five dollars (\$5.00) per week to the company.

Refer to the "Health and Welfare Interpretation Rules Addendum," which is attached hereto and incorporated by reference as if fully set out herein.

SECTION 2. The Company shall not be required to make contributions on behalf of all employees for the first three (3) months of employment. The parties agree that the obligation to contribute begins on the first day of the 4th month of employment, with the first month being defined as the month in which the employee works their first hour.

Example: An employee first works an hour for a contributing employer on July 25, 2018. The Company's obligation begins with hours worked on and after October 1, 2018.

Effective January 1, and thereafter, employees who currently have coverage will remain with the same coverage level (i.e. employee only, employee and spouse, etc.) unless the employee notifies the Health & Welfare Fund office in writing of the employee's desire to change the coverage level, or discontinue coverage, at the annual enrollment prior to the applicable January of each year. Employees, who have not selected an option, will automatically be enrolled in the highest level of coverage for which the employee is eligible, as determined by the hours worked by the employee, unless the employee has opted for a lower level of coverage or has opted for no coverage. Other than for a life changing event, all employees will have the option to change their coverage level (i.e. employee only, employee and spouse, etc.), or discontinue coverage, prior to the applicable January of each year.

The employees' declination of coverage shall not relieve the Employer of its obligation to contribute on behalf of that employee.

SECTION 3. A copy of the Trust Agreement and any amendment thereto shall be made a part hereof as fully as in herein at length set forth.

SECTION 4. If the Company fails to make monthly Health and Welfare contributions as set forth herein, the Company shall be notified by certified or registered mail of the Company's delinquency by the Health and Welfare Administrator if said remittance is not paid within ten (10) days; notwithstanding any provision of this Agreement the Union, without the necessity of giving any other further notice, shall have the right to strike or to take such action as it shall deem necessary until such delinquency payments are made. It is further agreed that in the event such action is taken, the Company shall be responsible to the employees for any losses resulting therefrom. The Company hereby waives the requirement of any other notice or notices being given by the Health and Welfare Administrator or by the Union to the Company or anyone else other than such notice or notices expressly provided for in this Article.

SECTION 5. The Company agrees, upon reasonable notice, to allow records to be checked where necessary for Health and Welfare contributions.

SECTION 6. An Early Retirement Incentive Program (ERIP) shall be offered to all bargaining unit members who meet the following eligibility requirements established by the Trustees of the United Food & Commercial Workers Union, Local No. 655 Welfare Fund (Welfare Fund): (1) are vested with at least twenty (20) full pension credits and are eligible for an early or normal retirement pension from the UFCW Local 655, Food Employers Joint Pension Fund, are age sixty (60) through age sixty-four (64), and are approved to begin receiving the benefits by March 1 or September 1 of the applicable retirement year; or (2) have a minimum of twenty (20) years of participation/coverage in the Welfare Fund and are age sixty (60) through age sixty-four (64) of the applicable retirement year; (4) and fully meet any other optional eligibility guidelines that may be established by the Trustees of the Welfare Fund. To be eligible for the ERIP benefit

pursuant to any of the above-listed basic eligibility options, the bargaining unit member must also meet all other requirements established by the Trustees of the Welfare Fund. Said ERIP shall consist of wherein each participant of the program shall pay one-half (½) of their monthly retiree health care coverage until such time as the participant attains the age of sixty-five (65).

The provisions of this Early Retirement Incentive Program may be modified at the discretion of the Board of Trustees of the Health and Welfare Fund during the term of this Agreement.

ARTICLE 29. PENSION PLAN

SECTION 1. The parties shall institute a pension plan which shall be named the "SIKA CORPORATION Union Employees Pension Plan" by creating and establishing an irrevocable pension fund which shall be comprised of contributions made exclusively by the Company, including dividends, refunds, or other sums payable; and any other property received and held for the uses, purposes, and trusts set forth in the pension agreement.

The plan shall at all times conform to the rules and regulations of the Internal Revenue Code for purposes of tax deduction, exemption from Federal Income Tax.

SECTION 2. Normal Retirement Benefit. The annual benefit payable to a participant who retires at age 65 (compulsory retirement age being age 70; normal retirement age being age 65) shall be equal to the sum of (A) and (B) as follows:

- A. \$40.00 multiplied by the number of years of a Participant's Credited Service at such date of determination.
- B. 7/8 of 1% of the excess of the Average Annual Earnings over \$8,000 multiplied by the years of a Participant's Credited Service at such date of determination.

Effective January 1, 1991, Section 2A & 2B will change as follows:

- A. \$90.00 multiplied by the number of years of a Participant's Credited Service at such date of determination.
- B. 1.5% of the excess of the Average Annual Earnings over \$12,000 multiplied by the years of a Participant's Credited Service at such date of determination.

NOTE: "Annual Earnings" for any plan year shall mean the earnings of the employee excluding overtime and bonus earned in the year coinciding with or immediately preceding the participant's termination of employment which results in the highest such average.

"Average Annual Earnings" shall mean the annual earnings for the five (5) highest years of the last eleven (11) years which results in the highest average. Earnings in the year which you retire may be included in the computation of "Average Annual Earnings".

SECTION 3. The employee shall have vested rights to the accrued pension to the extent of 100% after five (5) years of continuous service. An employee with ten (10) years of service may retire at age 55 with reduced benefits.

SECTION 4. Copies of the pension plan, and copies of all action taken by the Pension Committee shall be furnished to the Union and the Company.

SECTION 5. The pension plan is closed to employees hired after April 1, 2005. A Plan Document amendment reflects this modification to the Plan.

SECTION 6. Employees hired after April 1, 2005 will be eligible for a Company contribution to the 401(k) plan as identified in the Summary Plan Description for Collectively Bargained Employees. Upon meeting eligibility guidelines, the Company will provide for a match of fifty percent (50%) of the first four percent (4%) of the employee's salary deferral and a three percent (3%) Discretionary Non-Elective contribution made annually to eligible employees. Vesting schedule applies to each contribution.

ARTICLE 30. INVENTORY

The number of Company personnel used to take the periodic physical inventory shall not exceed the number of bargaining unit personnel used for this purpose. When overtime is necessary for a timely completion of the inventory, the required bargaining unit personnel will be selected on a bargaining unit seniority basis and knowledge of materials and products within the plant. All classifications will receive consideration. This is applicable only if operations are curtailed due to inventory.

ARTICLE 31. FEDERAL AND STATE LAW CLAUSE

Any provision of this Agreement which are in conflict with the provisions of any law, mandatory order, rule or regulations instituted by any legally constituted authority, shall be considered superseded as long as such law, mandatory order, rule or regulations are in effect.

ARTICLE 32. AMENDMENTS

Amendments to this Agreement may be made at any time during the life of this Agreement by mutual consent of the parties hereto. Such amendments shall be in writing signed by both parties, and shall become a part of this Agreement and shall terminate at the time as does this Agreement.

ARTICLE 33. TEMPORARY CONTRACT LABOR

Temporary contract labor employee is defined as those individuals who are employed by and directly paid by contract or temporary labor services, and not by the Company. Temporary

contract labor employees may perform bargaining unit work, but are not members of the bargaining unit and are not covered by another provision of this Agreement.

It is the intention of the Company to hire regular employees in the bargaining unit in preference to temporary contract labor; and further the Company intends to utilize temporary contract labor employees in accordance with this Article.

SECTION 1. While seniority employees are on lay-off, The Company will limit each temporary contract labor employee to ninety (90) days of work for the purpose of specific production requirements. When there are no seniority employees on lay-off, each temporary contract labor employee will be limited to 180 days on a specific shift. There will be no limitation concerning the utilization of temporary contract labor employees for the purpose of covering employee absences (i.e., sick, vacation, floating holidays, etc.). Employees on layoff will be contacted for overtime needs prior to calling for temporary contract labor employees when there is a 48-hour notice of the need for overtime.

SECTION 2. Temporary contract labor employees will fill the lowest classification jobs available unless doing so impedes safe operations in the plant or adversely affects production.

SECTION 3. Temporary contract labor employees shall not have or gain seniority under this Agreement and no other provision of this Agreement shall apply to temporary contract labor employees. As a consequence, the Company shall not be obligated to make contributions to any Welfare Fund or Pension under the terms of this Agreement on their behalf or for any hours worked by any temporary contract labor employee. Further, the Company shall not be required to grant temporary contract labor employees any other fringe benefit, such as vacations, holidays, etc., or pay the wage rates as provided for in this Agreement.

ARTICLE 34. DURATION

This Agreement shall be and continue in full force and effect from the 1st day of April, 2019 until March 31, 2024 and shall automatically be extended for each subsequent yearly period unless either the Company or the Union shall give notice in writing sixty (60) days prior to the termination date or yearly period thereafter that either party may wish to amend or terminate this Agreement. Negotiations with regard to a new Agreement shall start as soon as possible after notice of amendment has been served. If the Agreement is renewed on April 1, 2024 as herein provided, the "No Strike, No Lockout" provisions of this Agreement shall not apply.

EXHIBIT "A" – JOB CLASSIFICATIONS AND PAY -

Page 48-50 for both Part A & Part B

SIDE LETTERS

SIDE LETTER #1: In the absence of supervision a lead person will direct the work force, but will not have the authority to discipline any employee, but will have the responsibility of reporting to management all conditions during their shift.

SIDE LETTER #2: Job Bidding

Company has agreed that a Union employee will be allowed to bump into a maintenance position provided he can pass a minimal test mutually agreed upon by the Company and the Union.

ABSENTEEISM POLICY: Company has agreed to allow four (4) doctor slips within a calendar year with not more than two (2) to be utilized per quarter.

SIDE LETTER #3: The Excellence in Safety policies of the Company will not be modified from the documents dated 4/1/2019, during the duration of this Agreement without first negotiating with the Union for agreement in any such modifications.

SIDE LETTER #4: Profit Sharing

Greenstreak employees will become eligible for the Sika Corporation Profit Sharing program, subject to all plan terms and conditions.

PART B

Provisions Specific to 7-Day Week Employees

7 Day Week Employees work a specific shift on a specific team (A, B, C, or D) according to a regular schedule.

7 Day Week Employees are those who work as operators, helpers, vacuum formers and mixers, and maintenance.

AGREEMENT -

The same as previously stated on page 1

ARTICLE 1– GENERAL PURPOSE AND INTENT -

The same as previously stated on page 1

ARTICLE 2– RECOGNITION -

The same as previously stated on page 1

ARTICLE 3– UNION SHOP -

The same as previously stated on page 2

ARTICLE 4– PAYMENT OF DUES AND INITIATION FEES -

The same as previously stated on page 2

ARTICLE 5– MANAGEMENT -

The same as previously stated on page 2

ARTICLE 6– WORK SCHEDULE

SECTION 1. 7 Day Week Employees (includes operators, helpers, mixing/vacuum forming and maintenance and AA Maintenance)

- A. First Shift – 5:00 a.m. to 5:00 p.m.
- B. Second Shift – 5:00 p.m. to 5:00 a.m.
- C. Each employee is assigned to a specific team (A, B, C, or D). Teams A and C work the day shift; teams B and D work the night shift.
- D. Extrusion operators, vacuum forming operators, mixers, helpers/floaters, mechanics, and lead persons are required to report 0.2 hours prior to the beginning of the shift for overlap. The overlap is necessary for proper shift turnovers.

SECTION 2. The work day shall consist of twenty-four (24) hours and shall begin with the first shift.

SECTION 3. The regular work week shall consist of thirty-six (36) hours in the first week and forty-eight (48) hours in the second week of the work cycle.

SECTION 4. Lunch breaks and rest periods will be scheduled as follows:

- A. Lunch Breaks – All 7 Day Employees will be allowed a forty (40) minute paid lunch break between their fifth and seventh hour of the shift.
- B. Rest Periods – all 7 Day Employees shall be given a twenty-five (25) minute paid rest period in the morning and a twenty-five (25) minute paid rest period in the afternoon in addition to a paid five minute cleanup period before lunch and a paid five minute cleanup period before quitting time. The morning and afternoon break shall be during the employee's third and tenth hour of the regular day's work.

ARTICLE 7. OVERTIME

SECTION 1. All work done in excess of twelve (12.0) hours per shift or in excess of forty (40.0) hours during a scheduled forty-eight (48.0) hour week and work done over thirty-six (36.0) hours in a scheduled thirty-six (36) hour week shall be considered overtime and paid at time and one-half. (Vacations, Holidays and Personal Time Off hours will count toward hours worked.)

SECTION 2. Work performed on holidays – employees will be compensated with double time in addition to twelve (12.0) hours pay for the holiday.

SECTION 3. All employees will be given a paid twenty-five (25) minute rest period at the end of their shift when required to perform overtime work which is expected to last one (1) hour or more.

- A. When a 7-day employee works a four (4) hour or eight (8) hour segment of overtime on the employee's scheduled day off, he will fall under the 5-day work break schedule.

SECTION 4. DAILY OVERTIME (The 5 day week employees shall be considered as members of the off – going shifts of Team "A" & Team "C".)

- A. For overtime following a shift:
 - 1. Employees in that classification from the off – going shift will be asked to work the overtime in order of seniority for the first four (4) hours of the on – coming shift.
 - 2. Next, the rest of the employees from the off – going shift in order of plant seniority shall be asked to work the overtime.

3. If no employees as stated in 1 and 2 above desire to work the overtime, then the employees from the opposite team (A – C, B – D) in that classification in order of seniority will be asked next. They will be asked to work the twelve (12) hours or eight (8) hours of overtime whatever is left.

4. Next, the rest of the employees as indicated in item #3 above, will be asked to work the overtime in order of plant seniority.

5. If no qualified employees as stated in 1, 2, 3 or 4 above desires to work the overtime then any remaining employees on the overtime call-up list will be asked first by classification in seniority order then strictly by plant seniority.

B. Overtime will be offered as stated in paragraphs 1 – 5 above, to employees to fill unplanned shift vacancies unless:

1. An employee on the affected shift does not have a full shifts work available.
2. The vacancy develops after the affected shift has started and the preceding shift employees have departed.

C. Unplanned daily overtime notification will be as follows:

1. Notification of the first four (4) hours of shift overtime will be addressed with each eligible employee by the supervisor or lead person prior to the end of the shift. Employees are responsible for responding to the supervisor or lead person as soon as possible if overtime is desired.
2. Employees interested in being notified of overtime opportunities when off-duty may place their names on a text alert list. When overtime cannot be filled by on-duty employees, a text alert will be sent to all interested employees advising of the expected duration of the overtime required and the classification of the overtime. Employees will have thirty (30) minutes to respond to the text indicating their willingness to perform the work, and among employees who express interest, the work will be awarded to the most senior employee(s) in the classification that express interest then to the most senior employee(s) outside classification who express interest.

(NOTE: It is understood that this text notification system will be implemented as soon as possible after ratification of the agreement. Until it is implemented, the current method(s) of overtime notification and sign up will be used)

D. Planned Overtime

1. When it is known at least 72 hours in advance that overtime is required, an overtime availability form will be posted to that effect and a text alert will be sent to all employees

interested in being notified. Employees will have at least twelve (12) hours to respond to the text alert. (Neither the Company nor the employee can cancel the overtime without at least forty-eight (48) hours notification).

2. The overtime will be made available in 4 hour segments and awarded by regulations stated in Sections 4 A, B, and C.

3. Employees on lay-off will be contacted for overtime needs prior to calling for contract service employees when there is a 48 hour notice.

4. It is the responsibility of the company to notify employees of awarded overtime. It is the sole responsibility of the employee to report for signed up overtime.

SECTION 5. For Saturday and Sunday overtime see Article VII, Section 5 on page 5.

SECTION 6. For all employees working overtime during a scheduled shutdown or holiday, plant-wide seniority shall prevail.

SECTION 7. Business or shift meetings are necessary to the business for sharing information and complying with Federal and/or State mandates for safety and other legally required training. Employees are required to attend meetings as follows:

- A. Meetings scheduled off shift (day off) will not exceed two (2) days or eight (8) hours per month with a minimum of four (4) hours pay per meeting.
- B. Meetings scheduled before or after the shift will be for a minimum of one (1) hour pay and will not exceed two (2) hours in length.

In the event the employee will be absent from a meeting, the employee is required to notify the supervisor following the same process used for reporting off. If the employee will cooperate with the Company to attend an alternate meeting, the absence will not be reflected in the attendance record.

In addition to the annual posted calendar of meetings, a reminder notice will be posted one (1) week prior to the meeting at all relevant time clocks (ex: meeting notices for shipping personnel will be posted by the Shipping time clocks, etc.). When a meeting time or date is changed, a meeting notice will be posted at least one (1) week prior to the rescheduled date and time of the rescheduled meeting.

SECTION 8. Overtime will be allocated by seniority provided job qualifications are present.

ARTICLE 8. SHIFT PREMIUMS – 7 DAY EMPLOYEES

SECTION 1. Night Shift Employees (Teams B and D) shall receive sixty-five cents (\$.65) per hour shift premium.

SECTION 2. The following procedure will be followed for the payment of shift premiums:

- A. An employee will receive the shift differential for the shift he is normally scheduled to work during vacations, holidays not worked, paid funeral leave or for other hours not actually worked, but where pay is due, including but not limited to jury duty and to vote.

ARTICLE 9. PAID HOLIDAYS – 7 DAY EMPLOYEES

SECTION 1. The following holidays will be observed:

New Year's Day	Thanksgiving Day
Good Friday	Day following Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Day before Christmas
Labor Day	New Year's Eve (beginning 2012)
Easter Sunday (beginning 2013)	One Floating Holiday

In addition to the above Floating Holiday employees will be granted one additional holiday only in their anniversary year as outlined below subject to the same conditions of the floating holiday:

Twenty-fifth (25th) year
Thirtieth (30th) year
Thirty-fifth (35th) year
Fortieth (40th) year

Employees not scheduled to work on Easter Sunday will receive an extra day of straight-time pay [eight (8) or twelve point two (12.2) hours, in accordance with the employee's standard schedule], to be paid during the second week following Easter Sunday.

- A. Seven day employees will receive twelve (12.0) hours pay for holidays. For employees with a mandatory overlap of .2 hours, holiday pay will be twelve point two (12.2) hours. All hours for holidays will count toward the total number of hours worked in a week for figuring any overtime pay as outlined in Article VII Section 1.

- B. If an employee should be required to work on a holiday, he would receive double time plus twelve (12.0) hours holiday pay (or twelve point two (12.2) hours if a mandatory overlap applies).
- C. Each employee may arrange a date to be used as their floating holiday(s) using the following as general guidelines:
 - 1. Employee must make request in writing a minimum of one (1) week in advance.
 - 2. Only one employee may be scheduled off at a time unless approved by management. When two employees have requested the same day, the date the request was made will be the determining factor.
 - 3. Floating holiday(s) may not be linked with vacations or other holidays unless the employee's earned vacation is less than the amount of time scheduled for plant vacation shutdown.
 - 4. The floating holiday(s) must be taken twelve (12) hours at once.
 - 5. Employees who choose not to use their floating holiday(s) shall be paid for the floating holiday (s) (no later than the second pay day of January in the new year, and the payment will be made on a separate paycheck (in conjunction with payment for earned, unused EDO time, and vacation time). (Example: 2018 earned, unused EDO time, Floating Holiday, and vacation time will be paid no later than January 13, 2019).
 - 6. Employees who have terminated employment or who have submitted written request to their supervisor shall receive pay in lieu of the floating holiday(s).
- D. The holiday shall be celebrated on the day of the holiday or any designated day. Employees shall be paid for twelve (12) hours at their regular applicable rate of pay for each of the holidays.

SECTION 2. The employees who will receive pay for the holidays aforementioned are only the employees who have been on the Company's payroll for a period of thirty (30) days, and before any employee can qualify for the receipt of pay for such holiday, the employee must have worked on the scheduled work day before and after the holiday, unless good cause is shown the Company that the employee was not able to work on the scheduled work day before and after the holiday, or if the employee was excused by the Company.

SECTION 3. Where an employee is on leave of absence and a holiday occurs during such period, such employee is not to receive holiday pay, but if such employee returns the day after a holiday, he will receive the holiday pay for the holiday preceding the employee's return to work.

SECTION 4. In cases of layoff or sickness of an employee within thirty (30) days before or seven (7) days after a holiday, if such employee shall have worked for the Company within thirty (30) days before or seven (7) days after the holiday, such employee will receive holiday pay.

SECTION 5. Where a paid holiday occurs during the employee's vacation period, the employee shall receive twelve (12) hours of paid vacation or twelve (12) hours pay for such holiday.

ARTICLE 10- WAGE CLASSIFICATION AND RATES -

The same as previously stated
on page 10

ARTICLE 11-REPORTING PAY – 7 DAY EMPLOYEES

SECTION 1. Any employee reporting for scheduled work and not given at least six (6) hours employment, shall be paid a minimum of six (6) hours pay for such day; the employee's regular rate to be applied for report and work performed, except for periodic prescheduled meeting at which time the employee will be paid for time involved.

SECTION 2. This provision shall not apply when work is not available due to power failure, steam failure, sprinkler failure, cyclone, fire, delay due to storm or other acts of God.

SECTION 3. Whenever an employee is unable to finish a day's work because of occupational illness or injury, he shall receive twelve (12) hours pay for that day. Employees who work on a twelve point two (12.2) hour regular work schedule will receive twelve point two (12.2) hours of pay.

ARTICLE 12- CALL BACK -

The same as previously stated on page 12

ARTICLE 13-VACATIONS – 7 DAY EMPLOYEES

SECTION 1. Employees who have worked for one (1) full year or more as of July 1st shall be entitled to a vacation with pay on the following basis:

- A. Employees with one (1) year but less than two (2) years of service with the Company, forty-two (42) consecutive working hours.
- B. Employees with two (2) years of service, but less than eight (8) years of service with the Company, eighty-four (84) working hours.
- C. Employees with eight (8) years of service, but less than sixteen (16) years of service with the Company, one hundred twenty six (126) working hours.
- D. Employees with sixteen (16) years of service but less than twenty-four (24) years of service with the Company, one hundred sixty eight (168) working hours.

- E. Employees with twenty-four (24) years or more of service with the Company, two hundred ten (210) working hours.

Effective January 1, 2020, the sections A-E will be changed to:

- A. Employees with one (1) year but less than two (2) years of service with the Company, forty-two (42) consecutive working hours.
- B. Employees with two (2) years of service, but less than six (6) years of service with the Company, eighty-four (84) working hours.
- C. Employees with six (6) years of service but less than thirteen (13) years of service with the Company, one hundred twenty-six (126) working hours.
- D. Employees with thirteen (13) years of service but less than twenty (20) years of service with the Company, one hundred sixty-eight (168) working hours.
- E. Employees with twenty (20) years or more of service, two hundred-ten (210) working hours.

SECTION 2. The (7) day work week employees will have their vacation calculated on the required amount of hours they are scheduled to work over a two week period and then divide by two for an average week of vacation.

A.	Class	New Vacation Hrs. per Week
	7 Day Week	42.0 (36.0 hrs. plus 48.0 hrs. = 84.0/2 = 42 hrs./wk.)
	C&F&G&V&K Lead Persons	36.0 hrs. plus 48.0 hrs. = 84.0 hrs. plus (.2 overlap X 7 days) = 1.4 hrs. 84.0 hrs. + 1.4 hrs. = 85.4 hrs./2 = 42.7 hrs./wk.

When pro-rating vacations, if an employee is on the seven (7) day schedule, the employee's vacation will be pro-rated off forty-two (42.0) hours per week. Five (5) day week employees will be pro-rated off forty (40.0) hours.

- B. Employee's vacation pay will be figured as follows, whichever is higher:
 - 1. Present classification rate.
 - 2. Last rate earned in highest classification worked for a six (6) month period or longer during the current calendar year.
 - 3. Next higher classification rate when a combination or classifications, higher than present classification, has been worked for a six (6) month period or longer in the current calendar year.

After employees have worked for the Company for two (2) years from their date of hire, their anniversary date for calculating vacation will become January 1 for each following vacation year. Employees short of the one (1) full year and the two (2) full years of service, mentioned in A & B above, as of July 1st shall be entitled to a pro-rated vacation pay.

SECTION 3. It is agreed that, if during the total time of a year's work, the employee loses less than three (3) months total time because of layoff or sickness, such employee will not lose vacation benefits.

Occupational related injuries or diseases shall be considered as time worked for paid vacation.

If during a calendar years' time, an employee has lost more than three (3) months' time due to layoff or sickness, the employee's vacation pay shall be figured on a pro-rata basis as follows:

- A. Only full weeks shall be counted in determining how much time the employee was off. For this purpose, one (1) or two (2) days off within a payroll week shall not be counted; three (3), four (4), or five (5) days shall be counted as a full week off.
- B. Four (4) weeks shall be figured as constituting one (1) month, and thirteen (13) weeks as constituting three (3) months.
- C. Only full months are to be counted. One (1) or two (2) weeks off shall not be counted as any part of a month, but three (3) or four (4) weeks off shall be counted as a full month.

SECTION 4. When more than three (3) months' time, as determined by the above method, has been lost and the employee otherwise qualifies for a vacation, payment shall be reduced in the proportion as the months off over three (3) are to twelve (12) months. Thus, an employee who is out for a four (4) months period would be out one (1) month over the employee's allowed time, and vacation pay would be reduced by one-twelfth (1/12th) or paid at eleven-twelfths (11/12^{ths}) of the said vacation pay.

SECTION 5. For the purpose of vacation planning, the work/vacation schedule will be made available to the Union shop stewards by December 1st for the succeeding year. The Union shop stewards on each shift will circulate the plant work vacation schedule in seniority order on their respective shift. After all employees on the shift have had access for vacation planning and no later than March 1st, the schedules will be submitted to the Plant Manager. The Plant Manager will publish a master vacation schedule to be posted in the plant no later than March 15th. The master vacation schedule will indicate the name of the employees scheduled for vacations on specific dates:

- A. Green indicates the employee has priority (i.e. seniority) and is approved for vacation on that date.

- B. Red indicates the employee has requested vacation but actual time off is subject to the work hours being covered by overtime with a fully qualified employee.

SECTION 6. All vacation schedules are subject to the approval of Plant Management. It is the Company's intent not to change the vacation schedule after it has been posted, but it may be necessary for vacations to be deferred if production demands make it necessary. In this case, the Company will give the affected employees two (2) weeks' notice and if this is not given, then, the Company may not defer the employee's vacation without consent.

SECTION 7. The Company agrees that it will allow such vacation requests in the order requested, if possible giving due consideration to bargaining unit seniority.

SECTION 8. Any employee with more than one (1) year of service who leaves the employ of the Company shall receive earned vacation pay on a pro-rated basis at the time of leaving.

SECTION 9. If the Company, in its discretion on account of production problems, determines that actual vacations in whole or in part are not to be granted as scheduled, employees, at their option, may reschedule vacations or receive vacation pay equivalent to that portion of the vacation not granted. If an employee desires to forego vacation due to economic hardship on the employee's part, the Company after agreement between the Company and the Union, shall give the employee vacation pay equivalent to that portion of the vacation not granted.

SECTION 10. If an employee gives a minimum ten (10) days advanced request to their supervisor, payment for vacation will be made by separate checks at the time vacation commences, and shall include all wage increases during the employee's vacation period.

The Company will pay earned, unused vacation time for the previous year no later than the second pay day of January in the new year, and the payment will be made on a separate check (in conjunction with payment for earned, unused EDO time and earned, unused floating holiday). (Example: 2019 earned, unused vacation time, EDO time, and floating holiday will be paid no later than January 15, 2020).

In the event an employee entitled to earned paid vacation dies, such earned paid vacation pay shall be paid to the employee's surviving spouse, if any; otherwise, to the employee's estate.

SECTION 11. Should it become necessary to close the plant for one or two weeks, then the Company shall post on the plant bulletin board by March 31st a notice to that effect. Maintenance employees (Class K and Class M) will work all scheduled shutdown days if required by management. There would be no scheduled shutdown of the plant for vacation purposes between January 2 and March 31 with the following exception. With the consent of a majority of the scheduled employees, management may choose to shut down during a day, or a shift, due to high absenteeism, excessive requested time off, the Good Friday Holiday, weather conditions, or other acts of God.

Article 14 – EDO (Earned Days Off)

The same as previously stated on page 15

Article 15– JOB VACANCIES AND JOB POSTING -

The same as previously stated on page 17

Article 16– SENIORITY -

The same as previously stated on page 19

Article 17– LOSS OF SENIORITY -

The same as previously stated on page 21

Article 18– LEAVE OF ABSENCE -

The same as previously stated on page 22

Article 19– TEMPORARY EMPLOYEES -

The same as previously stated on page 23

ARTICLE 20--SUPERVISORY EMPLOYEES

Supervisory employees will not do production work except under the following conditions:

- A. To conduct experimental work or to perfect operations of new machinery or methods. In no case should salable products be produced under the above circumstances without an operator present.
- B. To train new employees.
- C. To fill the place of absentees on a single emergency, not to exceed twelve (12) working hours and after overtime procedure has been followed.
- D. To relieve employees during lunch.
- E. To help mechanics or repairmen where technical assistance is needed in an emergency.
- F. To fill the place of any worker on a single emergency, not to exceed beyond one-half (1/2) working hour.

ARTICLE 21– NON-DISCRIMINATION -

The same as previously stated on page 24

ARTICLE 22– PERSONNEL NOTICES -

The same as previously stated on page 24

ARTICLE 23– GRIEVANCE AND ARBITRATION – NO STRIKE – NO LOCKOUT

The same as previously stated on page 25

ARTICLE 24- JURY SERVICE

SECTION 1. When employees covered by this Agreement are called upon for jury service, they shall advise their superintendent upon receipt of such call. All employees required to report for jury duty, regardless of their shifts shall be paid by the Company (i.e., no employee shall be reimbursed less than twelve (12) hours pay; employees on an 12.3 daily work schedule shall be reimbursed not less than 12.3 hours pay, etc.) The reimbursement shall include shift premiums and scheduled overtime rates where applicable. This also covers employees called but who do not actually serve.

SECTION 2. Employees shall not be required to perform any work for the Company on those days when required to report for jury duty, even if they do not actually serve.

ARTICLE 25– SAFETY AND HEALTH -

The same as previously stated on page 27

ARTICLE 26– MISCELLANEOUS -

The same as previously stated on page 27

ARTICLE 27-BEREAVEMENT

SECTION 1. In case of death of an employees' father, mother, step-father, step-mother, father-in-law, mother-in-law, son-in-law, daughter-in-law, legal guardian, brother, sister, husband, wife, both employee's and spouse's grandparents, child or grandchild, the employee will be allowed necessary time off with pay not to exceed three (3) scheduled working days within three months following death in the family (supervisor to be kept informed of plans for use of deferred days off; i.e., no employee shall receive less than twelve (12) hours pay per day, nor shall he lose a shift premium or scheduled overtime rate where applicable; employees on a 12.3 daily work schedule shall receive not less than 12.3 hours pay per day). No such allowance shall be paid for any period which occurs while an employee is on a layoff or on personal or sick leave, or for any time for which the employee received vacation or holiday benefits.

SECTION 2. In case of death of an employee's sister-in-law, or brother-in-law, niece or nephew, the employee will be granted, when requested, an excused absence without pay not to exceed three (3) consecutive scheduled working days.

SECTION 3. Appropriate notification and verification of such deaths must be provided under Section 1. and Section 2. above. Upon request, additional time off without pay may be granted.

ARTICLE 28– WELFARE AND HOSPITALIZATION -

The same as previously stated on page 29

ARTICLE 29– PENSION PLAN -

The same as previously stated on page 31

ARTICLE 30– INVENTORY -

The same as previously stated on page 32

ARTICLE 31– FEDERAL & STATE LAW CLAUSE -

The same as previously stated on page 32

ARTICLE 32– AMENDMENTS -

The same as previously stated on page 32

ARTICLE 33-TEMPORARY CONTRACT LABOR -

The same as previously stated on page 32

ARTICLE 34– DURATION -

The same as previously stated on page 33

SIDE LETTERS -

The same as previously stated on page 34

EXHIBIT “A” – JOB CLASSIFICATIONS AND PAY -

Page 48-50 for both Part A & Part B

EXHIBIT "A" – JOB CLASSIFICATIONS AND PAY –

RATIFICATION BONUS

The Company will pay seven hundred fifty dollars (\$750.00) as a ratification bonus to all currently active employees no later than the first pay period after date of ratification.

TREE COURT JOB

CLASSIFICATIONS

	3.00%	2.65%	2.65%	2.65%	3.00%
4/1/2018 - 3/31/2019	Effective April 1st, 2019	Effective April 1st, 2020	Effective April 1st, 2021	Effective April 1st, 2022	Effective April 1st, 2023
	\$ Rate	\$ Rate	\$ Rate	\$ Rate	\$ Rate
A - Waterstop Fabrication					
start	\$15.00	\$0.40 \$15.40	\$0.41 \$15.81	\$0.42 \$16.22	\$0.49 \$16.71
End of 2 months	\$16.00	\$0.42 \$16.42	\$0.44 \$16.86	\$0.45 \$17.31	\$0.52 \$17.83
End of 6 months	\$17.00	\$0.45 \$17.45	\$0.46 \$17.91	\$0.47 \$18.39	\$0.55 \$18.94
End of 9 months	\$18.00	\$0.48 \$18.48	\$0.49 \$18.97	\$0.50 \$19.47	\$0.58 \$20.05
End of 12 months	\$0.64 \$21.86	\$0.58 \$22.44	\$0.59 \$23.03	\$0.61 \$23.64	\$0.71 \$24.35
Master Fabricator	\$0.67 \$23.07	\$0.61 \$23.68	\$0.63 \$24.31	\$0.64 \$24.96	\$0.75 \$25.70
B & C - Asst. Shipping Clerk & Helper and Scrap Grinder/Floater					
start	\$15.00	\$0.40 \$15.40	\$0.41 \$15.81	\$0.42 \$16.22	\$0.49 \$16.71
End of 2 months	\$15.50	\$0.41 \$15.91	\$0.42 \$16.33	\$0.43 \$16.77	\$0.50 \$17.27
End of 6 months	\$16.00	\$0.42 \$16.42	\$0.44 \$16.86	\$0.45 \$17.31	\$0.52 \$17.83
End of 9 months	\$16.25	\$0.43 \$16.68	\$0.44 \$17.12	\$0.45 \$17.58	\$0.53 \$18.10
End of 12 months	\$0.49 \$16.93	\$0.45 \$17.38	\$0.46 \$17.84	\$0.47 \$18.32	\$0.55 \$18.86
D - Shipping Clerk					
start	\$15.50	\$0.41 \$15.91	\$0.42 \$16.33	\$0.43 \$16.77	\$0.50 \$17.27
End of 2 Months	\$16.50	\$0.44 \$16.94	\$0.45 \$17.39	\$0.46 \$17.85	\$0.54 \$18.38
End of 6 months	\$17.50	\$0.46 \$17.96	\$0.48 \$18.44	\$0.49 \$18.93	\$0.57 \$19.50
End of 9 Months	\$0.61 \$20.83	\$0.55 \$21.38	\$0.57 \$21.95	\$0.58 \$22.53	\$0.68 \$23.20
End of 12 months	\$0.69 \$23.69	\$0.63 \$24.32	\$0.64 \$24.96	\$0.66 \$25.62	\$0.77 \$26.39

E - Warehouse Employees							
start	\$15.00	\$0.40	\$15.40	\$0.41	\$15.81	\$0.42	\$16.22
End of 2 months	\$15.50	\$0.41	\$15.91	\$0.42	\$16.33	\$0.43	\$16.77
End of 6 months	\$16.00	\$0.42	\$16.42	\$0.44	\$16.86	\$0.45	\$17.31
End of 9 months	\$0.50 \$17.00	\$0.45	\$17.45	\$0.46	\$17.91	\$0.47	\$18.38
End of 12 months	\$0.51 \$17.51	\$0.46	\$17.97	\$0.48	\$18.45	\$0.49	\$18.94
F - Blending & Mixing/Vac Form Operator							
start	\$16.00	\$0.42	\$16.42	\$0.44	\$16.86	\$0.45	\$17.31
End of 2 months	\$16.50	\$0.44	\$16.94	\$0.45	\$17.39	\$0.46	\$17.85
End of 6 months	\$17.00	\$0.45	\$17.45	\$0.46	\$17.91	\$0.47	\$18.39
End of 9 months	\$17.50	\$0.46	\$17.96	\$0.48	\$18.44	\$0.49	\$18.93
End of 12 months	\$18.00	\$0.48	\$18.48	\$0.49	\$18.97	\$0.50	\$19.47
End of 18 months	\$18.50	\$0.49	\$18.99	\$0.50	\$19.49	\$0.52	\$20.01
End of 24 months	\$0.67 \$23.07	\$0.61	\$23.68	\$0.63	\$24.31	\$0.64	\$24.96
G - Extruding Machine Operator							
start	\$16.00	\$0.42	\$16.42	\$0.44	\$16.86	\$0.45	\$17.31
End of 2 months	\$16.50	\$0.44	\$16.94	\$0.45	\$17.39	\$0.46	\$17.85
End of 6 months	\$17.00	\$0.45	\$17.45	\$0.46	\$17.91	\$0.47	\$18.39
End of 9 months	\$17.50	\$0.46	\$17.96	\$0.48	\$18.44	\$0.49	\$18.93
End of 12 months	\$18.00	\$0.48	\$18.48	\$0.49	\$18.97	\$0.50	\$19.47
End of 18 months	\$18.50	\$0.49	\$18.99	\$0.50	\$19.49	\$0.52	\$20.01
End of 24 months	\$0.67 \$23.07	\$0.61	\$23.68	\$0.63	\$24.31	\$0.64	\$24.96
Lead Person	\$0.77 \$26.58	\$0.70	\$27.29	\$0.72	\$28.01	\$0.74	\$28.75
I - Die Crib Attendant							
start	\$16.50	\$0.44	\$16.94	\$0.45	\$17.39	\$0.46	\$17.85
End of 2 months	\$17.00	\$0.45	\$17.45	\$0.46	\$17.91	\$0.47	\$18.39
End of 6 months	\$17.50	\$0.46	\$17.96	\$0.48	\$18.44	\$0.49	\$18.93
End of 9 months	\$0.61 \$20.92	\$0.55	\$21.47	\$0.57	\$22.04	\$0.58	\$22.63
End of 12 months	\$0.67 \$23.07	\$0.61	\$23.68	\$0.63	\$24.31	\$0.64	\$24.96

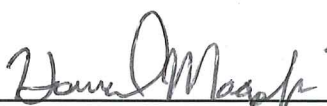
Production Maintenance							
K- Production Mechanic							
start	\$16.16	\$0.43 \$16.59	\$0.44 \$17.03	\$0.45 \$17.48	\$0.52 \$18.00		
End of 2 months	\$17.05	\$0.45 \$17.50	\$0.46 \$17.97	\$0.48 \$18.44	\$0.55 \$18.99		
End of 6 months	\$17.93	\$0.48 \$18.41	\$0.49 \$18.89	\$0.50 \$19.39	\$0.58 \$19.98		
End of 9 months	\$0.63 \$21.76	\$0.58 \$22.34	\$0.59 \$22.93	\$0.61 \$23.54	\$0.71 \$24.25		
End of 12 months	\$0.71 \$24.30	\$0.64 \$24.94	\$0.66 \$25.60	\$0.68 \$26.28	\$0.79 \$27.07		
K - Production Mechanic							
AA	\$0.99 \$34.12	\$0.90 \$35.03	\$0.93 \$35.96	\$0.95 \$36.91	\$1.11 \$38.02		
A	\$0.81 \$27.83	\$0.74 \$28.57	\$0.76 \$29.33	\$0.78 \$30.10	\$0.90 \$31.01		
B	\$0.73 \$25.06	\$0.66 \$25.72	\$0.68 \$26.41	\$0.70 \$27.11	\$0.81 \$27.92		
C	\$0.69 \$23.64	\$0.63 \$24.26	\$0.64 \$24.91	\$0.66 \$25.57	\$0.77 \$26.34		
D trainee	\$0.68 \$23.22	\$0.62 \$23.83	\$0.63 \$24.46	\$0.65 \$25.11	\$0.75 \$25.86		
M - Tool and Die Maker							
start	\$0.69 \$23.84	\$0.63 \$24.48	\$0.65 \$25.13	\$0.67 \$25.79	\$0.77 \$26.56		
End of 2 months	\$0.73 \$25.02	\$0.66 \$25.68	\$0.68 \$26.36	\$0.70 \$27.06	\$0.81 \$27.87		
End of 6 months	\$0.76 \$26.17	\$0.69 \$26.87	\$0.71 \$27.58	\$0.73 \$28.31	\$0.85 \$29.16		
End of 9 months	\$0.89 \$30.69	\$0.81 \$31.51	\$0.83 \$32.34	\$0.86 \$33.20	\$1.00 \$34.20		
End of 12 months	\$0.99 \$34.12	\$0.90 \$35.03	\$0.93 \$35.96	\$0.95 \$36.91	\$1.11 \$38.02		

SIDE LETTER A

Once, each year, during the month of April, the company will provide the employees a safety shoe/boot allowance of up to one hundred-twenty-five dollars (\$125.00), for steel toed shoes/boots to be used at a footwear vendor selected by the company. If the employee chooses a pair of shoes/boots that exceeds one hundred-twenty-five dollars (\$125.00), the additional cost will be paid by the employee. If the employee chooses a pair of shoes/boots which cost less than the one hundred-twenty dollars (\$125.00), the employee will not be entitled to the difference.

For SIKA CORPORATION


By: Howard Magoffin


Director of Manufacturing Date 5/3/19


By: Christina Benson


Director, Human Resources Date 5/3/19

By: William Smith

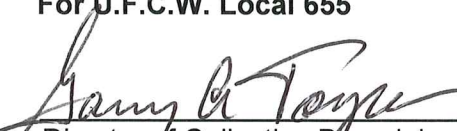

SVP, Operations Date 5/2/19

By: Douglas White



EVP, Production Date 5/2/19

For U.F.C.W. Local 655

By: Garry Torpea


Director of Collective Bargaining Date 5-2-19

By: Robert Spence


Director of Collective Bargaining Date 5/2/19

HEALTH & WELFARE INTERPRETATION RULES ADDENDUM

The parties agree that the following principles will apply in interpreting the Employer's obligation to contribute to the Health and Welfare Fund under Article 28 – Welfare and Hospitalization.

1. The Employer shall contribute on hours paid out in a calendar year as unused vacation from the previous year, up to a maximum of forty (40) hours in the week in which the payout is made.

Examples:

- a. An employee who is paid for forty (40) hours in a week in 2011 (including pay for hours worked and day-off entitlement hours) also receives in the same week pay for twenty-five (25) hours of unused vacation from 2010. The Employer is obligated to contribute for forty (40) hours for that week.
 - b. An employee who is paid for twenty (20) hours in a week in 2011 (including pay for hours worked and day-off entitlement hours) also receives in the same week pay for twenty-five (25) hours of unused vacation pay from 2010. The Employer is obligated to contribute for forty (40) hours for that week.
 - c. An employee who is paid for twenty (20) hours in a week in 2011 (including pay for hours worked and day-off entitlement hours) also receives in the same week pay for fifteen (15) hours of unused vacation time from 2010. The Employer is obligated to contribute for thirty-five (35) hours for that week.
2. The Employer shall contribute on hours paid for vacation entitlement in lieu of time off up to a maximum of forty (40) hours in the week in which the employee is paid the vacation hours.

Examples:

- a. An employee who is paid for forty (40) hours in a week (including pay for hours worked and day-off entitlement hours) also receives in the same week twenty-five (25) hours of vacation pay in lieu of time off. The Employer is obligated to contribute forty (40) hours in that week.
- b. An employee who is paid for twenty (20) hours in a week (including pay for hours worked and day-off entitlement hours) also receives in the same week twenty-five (25) hours of vacation pay in lieu of time off. The Employer is obligated to contribute for forty (40) hours in that week.
- c. An employee who is paid for twenty (20) hours in a week (including pay for hours worked and day-off entitlement hours) also receives in the same week fifteen (15)

hours of vacation pay in lieu of time off. The Employer is obligated to contribute for thirty-five (35) hours in that week.

3. Upon termination of employment, the Employer is obligated to contribute for all hours paid in a lump sum (that is, hours which the employee was eligible to receive upon termination pursuant to the Collective Bargaining Agreement, which may include, but is not necessarily limited to vacation, personal holidays and sick days) without regard to a forty (40) hour cap.

Example: An employee terminates employment (whether by quitting, retiring or involuntary termination). He/she receives a check representing payment for twenty (20) hours worked, eighty (80) hours of unused vacation and sixteen (16) hours of personal holiday. The Employer is obligated to contribute for one hundred sixteen (116) hours.

4. The Employer is obligated to contribute on hours paid for vacation in advance of the time taken off if the time to be taken off as vacation is designated at the time the vacation pay is requested:

Examples:

- a. An employee requests vacation pay for time to be taken off the following week. The Employer is obligated to contribute for these hours.
- b. An employee requests vacation pay for time to be taken off a month after the request is made. The Employer is obligated to contribute for these hours.
- c. An employee has requested vacation pay with no indication of if or when time off would be taken. The Employer's obligation to contribute for these hours would be determined under paragraph 2 above (i.e., pay for vacation entitlement in lieu of time off).