AGREEMENT

BETWEEN THE

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

AFL - CIO - CLC

LOCAL UNION 14693 - 103
and
PENNSYLVANIA TRANSFORMER TECHNOLOGY, INC. – CANONSBURG, PA

Effective: April 1, 2023

Expires: March 31, 2026

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ARTICLE 1
AGREEMENT

This Agreement is entered into this 1st day of April 2023, between Pennsylvania Transformer Technology, Inc., 30 Curry Ave., Canonsburg, PA 15317, hereinafter referred to as the "Company" or the "Employer" and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial, and Service Workers International, AFL-CIO-CLC, on behalf of the production and maintenance employees at the Company's Canonsburg facility, hereinafter referred to as the "Union".

This is the exclusive Agreement and constitutes the total Agreement between the parties with all prior agreements becoming void on the effective date of this Agreement. This Agreement will include all addenda and letters of agreement executed simultaneously.

The words "his" and "he" as may be used in this Agreement, are gender neutral, and apply equally to either gender, male or female, as if written his/her or he/she.

ARTICLE 2
PREAMBLE – INTENT AND PURPOSE

It is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationships between the Union and the Company and to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

The Union agrees that it will support the Company in its efforts to eliminate waste in production, conserve materials and supplies, improve the quality of workmanship, prevent accidents, strengthen goodwill between the Company, employees, customers and the public, provide good services and ship good quality products at the lowest possible costs.

The representatives of the Company and the Union shall continue to provide each other with such advance notice as is reasonable under the circumstances on all matters of importance in the administration of the terms of the labor agreement, including changes or innovations affecting the relations between the local parties.

ARTICLE 3
NON-DISCRIMINATION

Both the Company and the Union agree not to discriminate against any individual in any way regarding conditions of employment, wages, qualifications, promotions, etc., as a result of Union or non-union status, race, color, age, creed, national origin, sex, disability, handicap or any other applicable anti-discrimination law.

ARTICLE 4
RECOGNITION AND UNION SECURITY

Section 1: Pennsylvania Transformer Technology, Inc. recognizes the United Steelworkers of America as the exclusive bargaining representative for all full time and regular part time production and maintenance employees employed by the Company at its Canonsburg, Pennsylvania facility; excluding all office clerical employees, environmental lab assistants, guards, professional employees and supervisors as defined by the National Labor Relations Act (“Act”), and all other employees.

Section 2: *Part-time, Temporary and Temp-to-Hire Employees*

a. Part-time employees work a maximum of thirty (30) hours per week. A part-time employee will earn a pro-rated credit towards seniority based upon the number of hours worked by the part-time employee. Once a part-time employee works the equivalent of hours of a full-time employee who has completed his or her probationary period, the part-time employee will be given seniority rights.

b. Temporary employees may be hired directly or through a third-party staffing agency to fill temporary or short-term labor needs or special skill needs of the Company, provided that no full time employee in the seniority unit that possesses the skill required for the temporary or special skill work is on layoff or reduced in hours. Temporary employees may be hired for up to 90 calendar days. Extension of this time may be made by mutual agreement of the parties. If a temporary employee remains employed after the 90 calendar days or any extension thereof, the temporary employee’s time worked will be credited towards his probationary period and he will be considered a regular full time or part-time employee depending upon the number of hours per week he is hired to continue working for the Company. A temporary employee will not be eligible for any benefits under the contract during the 90 calendar days or any extension thereof. It is understood that Temporary employees will not be used to fill bid positions, unless the vacancy was not filled through the bidding procedure, or, if mutually agreed upon by the Union and Company.

c. Temp-to-hire employees are workers provided to the Company through a third-party staffing agency with the intent that the Company will eventually hire the worker as a regular full time or a part time employee. Temp-to-hire employees will be hired after working 90 Calendar days, provided the Company still has a need to employ the temp-to-hire employee. The Company may hire the temp-to hire employee at its discretion prior to the temp-to-hire employee working 90 Calendar days. If a temp-to-hire employee is hired by the Company, their time worked while a temp-to-hire employee will be credited towards his probationary period under the contract. A temp-to-hire employee will not be eligible for any benefits under the contract while a temp-to-hire employee. Temp-to-hire employees may work over 40 hours per week. It is understood that the temp-to-hire employees will not be used to fill bid positions, unless the vacancy was not filled through the bidding procedure, or, if mutually agreed upon by the Union and Company.

d. Part-time, temporary and temp-to-hire employees do not receive the following benefits: wage scale as outlined in contract, employer paid insurance, bereavement, holidays or vacations, however, eligibility remains for all other terms of this agreement. Employees who move from full time status to part time status shall retain the hourly rate that they were earning at the time of the change in status, and will not be awarded any additional increases in their hourly rate.

Section 3: *Union Security*

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 on the execution date of the agreement, shall remain members in good standing; and those who are not members on the execution date of this Agreement shall, on the thirtieth (30^{th}) calendar day following the execution of this Agreement, become and remain a member in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the thirtieth (30^{th}) day following the beginning of such employment, become and remain members in good standing in the Union.

As it applies in this Agreement, the term "member in good standing" shall be limited to the tendering of initiation fees and dues as uniformly required by the Union. For purposes of this Section, an employee shall not be deemed to have lost his membership in the Union in good standing until the International Secretary Treasurer of the Union shall have determined that the membership of such employee in the Union is not in good standing and shall have given the Company notice in writing of that fact.

ARTICLE 5
UNION SHOP AND CHECK OFF

Section 1: The Company agrees to retain in its employ only bargaining unit employees who are members in good standing with the Union.

Section 2: During the term of this Agreement, the Company will check off monthly dues, assessments and initiation fees as designated by the International

Secretary Treasurer of the Union. The employee will receive from the Company a dues check off card which will be completed in its entirety and returned to the Company. The Company will supply the Local Union with the appropriate portion of the check off card. Dues check off cards will be supplied by the Union.

Section 3: The Company will remit, once per month, all monthly dues, assessments and initiation fees, along with required lists and the necessary forms to account for such deductions to the International Secretary Treasurer of the Union. The Company will also submit, on a monthly basis to the Local Union, a seniority list of all employees for which said monies were deducted.

Section 4: Dues for a given month shall be deducted from each pay of the month. The deducted dues must be submitted to the Union by the 15th of the following month. Deduction on the basis of authorization cards submitted to the Company shall commence (with respect to dues) in the month which the Company receives such authorization card.

Section 5: The Union agrees to indemnify and hold the Company harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken in compliance with this Article, except where the action taken is action directly controlled by the Company for failure to comply with the provisions of this Article.

ARTICLE 6
UNION BUSINESS AND VISITATION

Section 1: A request by the appropriate International Representative, International Officer, or Local Union Officer must be made to the Company's designated representative for admission or access to the plant at any time during working hours. Admission may not be granted at other times.

Section 2: Visitation may be approved for Union officers, officials or other designated representatives of the Union for determining if this Agreement is being observed by both parties, or for assisting in the adjustment of grievances, provided that Union representatives shall, in no way whatsoever, do anything which would, or could, result in the disturbance of normal operation and of the business of the Company. It is clearly understood that the Union will not abuse the visitation privilege and provisions.

Section 3: Unit committee members will conduct Union business during lunch breaks or before and after work hours, unless approved by the Company and the Unit committee members clock out before undertaking such business.

Section 4: Local Unit representatives and committee members attending meetings (including grievance and safety meetings) with the Company which are called by the Company, will be paid for the time spent for such meetings.

Section 5: Officers of the local Union and/or Unit who are covered by this Agreement will be granted short-term Union leave, up to fourteen (14) calendar days in duration (unless such longer time is mutually agreed to by the parties), for the purpose of attending official Union functions, such as International conventions, conferences, education seminars, etc. provided that ten (10) calendar days advance notification is given to the Company in writing. The Company reserves the right to deny or delay such leave predicated on business needs and specific employee skills. Leaves will not be paid for by the Company, however, employees may use vacation during such leaves.

Section 6. One Union Representative will have up to one hour alone during new hire orientation for all newly hired individuals hired into the bargaining unit at the facility. This orientation will take place within fourteen (14) calendar days of said employees' start date. The Company will strive to notify the Unit President forty-eight (48) hours prior to the allotted time for the orientation meeting.

ARTICLE 7
BULLETIN BOARD

Section 1: A bulletin board shall be provided for the Union's use in order that notices concerning official business of the Union may be posted. The bulletin board will be glass enclosed with a lock. The Union will retain the key and responsibility for the bulletin board. The Company will permit the Union to submit official monthly union meeting notices to the Human Resources department for posting on Company bulletin boards in the production and maintenance areas in order to assist the Union in notifying its membership of these meetings. The Union will provide the Company with a copy of any notice upon the request of the General Manager or the Human Resources Manager.

ARTICLE 8
RIGHTS OF MANAGEMENT

Section 1: Management reserves the right to manage the business and to direct the working forces, including but not limited to, the right to make and enforce reasonable rules and regulations, to hire, suspend or discharge for just cause, or transfer, and the right to relieve employees from duty because of lack of work or for other legitimate reasons, provided that this will not be used for purposes of discrimination against any member of the Union based upon his or her membership in the Union. Management also reserves the right to plan, direct and control operations; to determine when work is to be performed; to determine, alter, revise, change or eliminate any or all means, methods, processes, materials and schedules of production; to determine the existence, number, composition and size of crews; to determine or change the duties of jobs; to establish production and work standards; to transfer and assign orders for production; and to temporarily transfer employees between jobs, shifts and departments in order to maintain efficient and/or economic operations.

Such rights also include, but are not limited to, management's right to establish or continue reasonable policies, practices and procedures for the conduct of the business; the right to determine, and from time to time re-determine, the number, location and types of its operations and the methods, processes and materials to be employed; to change, curtail, or discontinue processes or operations; to determine the need for and identity of suppliers and contractors; to determine the number of hours per day or per week operations shall be carried on; select and determine the number and skill of employees required; to assign work to such employees in accordance with the requirements determined by management; and to establish work schedules and assignments; to transfer, promote or demote employees; or to layoff.

Section 2: Nothing listed in this Article of Management Rights shall be exercised if such right violates any other specific provision of this Agreement.

Section 3: The Union recognizes the right of the Company to have and/or establish reasonable rules and regulations concerning the conduct of the employees, including attendance. Violations or infractions of the reasonable rules and/or regulations shall be sufficient cause for discipline or discharge, provided, that claims of wrongful discipline or discharge shall be subject to the grievance procedure herein.

Section 4: Management employees of the Company excluded from the unit will not perform the work on a job presently and normally performed by an employee in the bargaining unit except in the following types of situations:

a. To instruct, train, or periodically to check the work of employees, provided a bargaining unit employee is or can be present.

b. To do experimental, developmental or setup work, or to make a first part or assembly.

c. To determine corrective measures or to assist an employee when difficulties are encountered on the job.

d. To prevent or minimize interference with operations, bodily injury, or loss or damage to material, equipment or property.

e. When the work is necessary to maintain uninterrupted production and no qualified bargaining unit employee is immediately available but limited until a qualified bargaining unit employee can be obtained. It is understood and agreed that this clause shall in no way be used as a method to alleviate the need for additional hourly employees or to cause bargaining unit employees to be laid off or to be reduced in hours.

f. Work which is negligible in amount.

g. Work which is incidental to supervisory duties on a job normally performed by a supervisor, even though similar to duties found in the jobs in the bargaining unit, shall not be affected by this provision.

ARTICLE 9
SENIORITY

Section 1: Seniority is defined as the length of an employee's continuous service with the Company and shall be expressed as the date on which such continuous service started, i.e., the date first employed by the Company or the date of reemployment after the last termination of seniority.

Section 2: When increasing or decreasing the work force within the bargaining unit, seniority shall be considered along with other criteria by the Company. The following factors shall be considered in determining a case:

A. Ability to perform the work required;
B. Physical fitness; and
C. Length of continuous service.

When factors (A) and (B) are equal as between employees, then length of service shall be the determining factor. The Company agrees that in the case of layoff, part time and temporary employees will be laid off from the affected Area prior to any full time employees being laid off in the affected Area, unless such part time or temporary employees are not performing production work or the part time or temporary employees are the only employees in the plant performing certain production work because of special skills or abilities.

Section 2.5 Reductions in Force: In the event that the Company determines the need for a reduction in the work force within the bargaining unit or a job classification within the bargaining unit, the Company shall first determine the job classification(s) to be affected by the reduction in force. Then, the Company shall select the job classification(s) affected and the number of employees within the job classification(s) to be reduced from the job classification(s).

In accordance with Section 2 above, when decreasing the work force within the bargaining unit or job classification, when ability to perform the work required and physical fitness are equal as between employees, then length of service shall be the determining factor. An employee reduced from a job classification may bump the least senior employee in a higher, lateral or lower job classification, provided that the employee has previously, satisfactorily performed the job classification and can demonstrate full capability of resuming the work with a maximum of five (5) calendar days to refresh.

The employee who is displaced and exercises his/her bumping rights to a lower classification will receive the wage rate of his or her displaced job classification for a period of sixty (60) calendar days, at which point he or she will receive the rate of the lower job classification to which he or she bumps.

Section 2.6. If an employee cannot be placed in a job classification under Section 2.5, then the employee may bump the least senior employee in a job classification listed in the job relationship Chart in Appendix B and will receive the wage rate of his or her displaced job classification for a period of sixty (60) calendar days, at which point he or she will receive the rate of the lower job classification to which he or she bumps.

Section 2.7 Employees displaced from their bid job classification retain rights to that classification for a maximum of two years, provided that their seniority is not otherwise terminated pursuant to Section 5 or 3 of this Article 9. Prior to the Company posting to fill a vacancy, the employee will be given the opportunity to return to his or her bid position from which the employee was displaced. If, during such time that the employee retains rights to return to his or her bid position, the employee refuses the opportunity to return to the position, he or she forfeits the right to the job classification.

Section 2.8 In the event that the reduction in force will result in a layoff of employees in the bargaining unit, layoff and recall will be handled by Sections 3 <u>and 3.5</u> below.

Section 3: <u>Layoffs:</u> It is agreed that in all cases involving layoff, and recall, plant seniority shall prevail, provided however, that in all such cases employees affected must have the skill and ability to perform the available work.

a. In the event of layoff, the Company will provide the Union, and the affected employees, with forty-eight (48) hours' notice of the planned layoff. The Union shall receive a list of the employees to be laid-off, with date of hire and the affected job title(s).

b. An employee, who is placed in a position of layoff or is displaced by a more senior employee, may bump and displace a junior employee in accordance with the job relationship chart attached hereto as Appendix “B”. Should an employee have the seniority, skill and ability to perform another job outside of the job relationship chart in Appendix B, he or she may bump a less senior employee.

Section 3.5 Recall: In the event of a recall from layoff, employees will be recalled based on seniority, provided that the recalled employees have the skill and ability to do the available work. Employees not qualified for recall will retain their seniority status on the recall list for the next or subsequent recall. An employee, who displaced a junior employee from a job or was displaced from a job, must return to the employee’s original bid job when it becomes available based on their seniority.

Probationary employees do not have recall rights. A non-probationary employee’s recall rights from lay-off shall be the employee’s length of service, up to a maximum of two (2) years. An employee who refuses to return to work upon recall, forfeits seniority rights and employment.

Section 4: *Probationary Period:*

a. There shall be a ninety (90) calendar day probationary period for all new employees, with a thirty (30) calendar day extension at the Company’s request and with the Union’s approval.

b. The Company shall have the right to discharge probationary employees during their probationary period, at its sole discretion, without recourse by the Union.

c. The Union will be immediately notified regarding the discharge of any probationary employee.

Section 5: Seniority rights under this Agreement shall be terminated and seniority for an employee shall cease upon the occurrence of any of the following:

a. Quits or voluntarily terminates employment
b. Discharge for just cause
c. Failure to return to work upon expiration of an approved leave of absence, jury duty, vacation, FMLA leave, etc. without notifying the Company
d. Expiration of recall rights as described in Section 3 above

e. Absence due to disability which continues for more than twenty-six (26) weeks, unless approved leave is extended by the Company at its sole discretion
f. Absence from work due to a work-related disability for more than five (5) years
g. Absence from work for three (3) consecutive working days without proper notice to the Company of such absence
h. Failure to return to work within eight (8) calendar days after the Company mails a certified letter to the employee's address on file with the Company as a notice of recall from layoff
i. Failure to return to work as scheduled after agreeing to a return to work date, unless the Company agrees to a later return to work date following a written request from the Union~~.~~
j. Retires

Section 6: In case an employee retires, voluntarily leaves the employ of the Company or is discharged for cause, and afterwards returns to the employ of the Company, he or she shall be treated and considered a new employee for all purposes except retirement benefits if so required by the Employee Retirement Income Security Act ("ERISA").

Section **7**: The Company will provide the Local and Unit Presidents with a list of full time, part time and temporary employees monthly upon request.

Section 8: Vacancies

Short term vacancies which are anticipated to last less than 30 calendar days will be filled as temporary transfers. Temporary transfers which extend beyond 30 calendar days will be posted for bid as a temporary vacancy and the employee who was temporarily transferred will return to his or her bid job. It is understood that upon return to his bid job, the employee who was temporarily transferred between 20 and 30 calendar days will be relieved from further temporary transfers for a period of 90 calendar days, unless mutually agreed upon by the employee, Company and Union. Temporary bids that extend beyond 120 calendar days or are known by management to be permanent in nature will be filled as regular vacancies under the bidding procedure below. No part of this Agreement shall be construed to mean that any open position must be filled.

a. Temporary Transfers

If a temporary transfer exceeds 30 calendar days, Management will offer the continued transfer by seniority, if no volunteers, then the Company will assign the least senior qualified employee. Management will assign an employee to the work on a temporary transfer basis. The employee will receive his or her regular rate during the transfer unless the position to which the employee is transferred has a higher rate of pay. Experience gained during a temporary transfer cannot be used for purposes of awarding bids on regular vacancies. Any employee that is on his/her 90 day bid probation period may not be transferred unless the temporary transfer is necessary to meet immediate production needs and there is no other qualified employee available for the temporary transfer. If this temporary transfer is going to exceed 60 calendar days, then the Company will fill the position by posting a temporary bid and following bidding and posting under Section 11 of this Article.

b. Temporary Vacancies (Temporary Bids)
A temporary vacancy is a vacancy in a bid position, which extends beyond 60 calendar days but is anticipated to remain vacant for less than 120 calendar days. Management will post the temporary vacancy for bid on a temporary basis. Once awarded, the employee will receive his or her regular rate during the temporary vacancy unless the temporary bid position is a higher rate of pay. Experience gained during a temporary vacancy can**not** be used for purposes of awarding bids on regular vacancies (except for experience gained in power test, winding and wire test); but can be used for purposes of layoff and recall in all bids. An employee who is awarded a temporary bid must remain in the temporary bid position until the employee whose absence caused the need for a temporary bid returns to work or the Company makes the decision to permanently bid the position.

c. Regular Vacancies

When an open personnel requisition exists, the Company will post the vacancy within the facility before hiring from the outside, unless the position is a skilled position for which no employees in the facility have the skill to perform the work required. When a regular vacancy occurs, employees will be permitted to bid on such openings as follows:

An employee may bid on a position in his or her own Department or another Department within the facility. The new wage rate for the position will be the rate of pay for the classification as the job appears in Appendix "A".

Section 9: Bidding and Posting

a. When a regular or temporary vacancy occurs, the Company will post the job for bid. The posting must remain up for a bid for a period of five (5) working days, this bid will be placed on a bulletin board or boards designated by the Company so that employees have an opportunity to sign such bid. Such bids shall be awarded within ten (10) working days from the expiration of this five (5) working day period. This ten (10) working day period may be extended by mutual agreement between the parties. The time period for awarding the bid shall be extended by ten (10) working days anytime an employee returns to his prior job pursuant to Section 11(b) below. The Employee being awarded a bid shall be moved to the new bid job within fifteen (15) working days from the awarding of the bid, for a total of twenty-five (25) working days. If the successful bidder is not available to fill the bid within ten (10) working days due to any type of leave of absence (i.e. workers' compensation, STD, FMLA, or LOA), the Company will fill the position by awarding the bid to the next senior qualified bidder who signed the original bid. If the Company fails to move the employee within the time limits specified, said employee will receive his/her current rate or bid rate, whichever is higher. In the event the Company decides not to fill the posted bid the Company must notify the Union. In the event the Company later decides to repost the same bid within one hundred (100) working days from such notice, it is agreed that any employee who was eligible to bid on the original bid shall also be eligible to bid without restriction under this Section or any other provision of this Agreement and regardless whether said bid is an upward, lateral or downward move.

b. The senior employee will be awarded the temporary or permanent bid (except where a qualification test as determined by the Company is required) and the Company shall post the announcement on the bulletin boards within five (5) working days of completion of the bid process unless the Company needs additional time due to extenuating circumstances. For a period of ninety (90) working days, the Company has the right to return the employee to his prior job at his previous rate of pay. Employees who disqualify themselves shall not be permitted to bid laterally or down for a period of 180 calendar days after doing so. At no time during the initial ninety (90) working days will the employee be permitted to bid for another job, except when the employee already possesses the qualifications of the job. In the event that the employee is temporarily transferred or out of the plant (i.e. for a leave of absence, etc.) during the ninety (90) day working period, the ninety (90) day working period shall be extended by the length of such absence from the new job. If the position requires a qualification test before an employee is placed in the position (as determined by the Company) and the employee does not pass the test, the employee will be returned to his/her prior job at his/her prior rate of pay.

c. The Company will furnish a copy of all bids along with the bidders' signature sheets to the Union.

d. Employees will be allowed one (1) successful down bid or one (1) successful lateral bid in a 12-month period starting from the date the bid was awarded.

e. Employees may bid upward without restriction, except for the time limits and requirements in Section 9(b) above.

Section 10: Employees promoted out of the bargaining unit shall retain their rights to return to the bargaining unit for a period of ninety (90) calendar days**.** The employee shall remain a member of the bargaining unit and continue to pay normal union dues during the ninety (90) calendar days, unless the employee voluntarily relinquishes his/her right to return to the bargaining unit under this provision.

ARTICLE 10
JOB DESCRIPTIONS

Section 1: The Company will develop and maintain an outline of responsibilities for each job as well as bid requirements for each job. In doing so, the Company will seek the Union's input. Any disputes regarding the outlines will be subject to the grievance and arbitration procedure in this Agreement.

Section 2: Should any jobs be created or significantly modified after the date of this Agreement, the parties will meet and discuss the classification and rate before the Company establishes the rate and classification for that job. The Union shall have the right to grieve the reasonableness of the duties and or the rate.

ARTICLE 11
WAGES

Section 1: The parties have agreed to provide employees with wages according to their classifications as outlined in Appendix A.

Section 2**:** The parties agree that nothing in this Agreement shall prohibit the implementation of a production incentive program, which may include compensation for piece work or for attaining production quotas, or a gainsharing program. Any such program(s) shall be designed to give employees the opportunity to increase compensation received above and beyond their regular day shift rate, as provided in this Agreement, and may be discontinued at any time in the sole discretion of the Company.

ARTICLE 12
WORKWEEK

Section 1: Workweek

A normal workweek shall consist of forty (40) hours in five (5) consecutive days. This Agreement does not consist of a guarantee of either the number of hours per day or days or hours per week. The workweek begins on Sunday morning (12:00 a.m.) and ends on Saturday at midnight (12:01 a.m.). To accommodate the needs of Company business, certain shifts may vary our workweek.

The Company, at its sole discretion, may reduce the workweek, in which event, the reduced work hours shall constitute the normal workweek. Such reductions in the normal workweek may be uniform for each day or week or may be varied from day to day or may vary from department to department at the sole discretion of the Company.

Determination of the starting times and work schedules shall be made by the Company and may be changed by the Company from time to time to suit business needs. The Company will give employees five (5) calendar days' notice of changes in starting times and work schedules.

Section 2: Shift Differential

If employees work a majority of their work hours in a given day between the hours of 3:30 p.m. to 12:00 midnight, then the employees will receive a shift differential for all hours worked that day. Otherwise, all hours worked in a given day will be paid at the employees' regular rate without shift differential. When applicable, this shift differential is fifty-five cents ($.55) an hour.

If employees work a majority of their work hours in a given day between the hours of 11:30 p.m. to 7:00 a.m., then the employees will receive a shift differential for all hours worked that day. Otherwise, all hours worked in a given day will be paid at the employees' regular rate without shift differential. When applicable, this shift differential is seventy cents ($.70) an hour.

If, for the convenience of the employee, the employee works outside of his scheduled shift, the employee forgoes any shift differential that may be owed on the hours worked outside of his scheduled shift. If an employee works more than 2 hours beyond his scheduled shift, the employee will get shift differential worked in excess of the employee's regularly scheduled shift, if shift differential is applicable. If an employee is receiving shift differential on evening or midnight shifts and he or she works into the next shift, he or she will receive the shift differential for the first two (2) hours of the next shift at the rate of the previous shift.

ARTICLE 13
OVERTIME PREMIUM AND EQUALIZATION

Overtime at the rate of one and one-half (1 and ½) times the regular rate of pay shall be paid for:

A. All hours worked in excess of forty (40) hours in a workweek. Hours for the observance of a paid holiday, paid bereavement, official Union business (whether called by the Company or the Union, provided that the time off occurs Monday through Friday in eight hour increments and is limited to not more than three (3) Union Officials during any one week except during the weeks of meetings called by the Company or during weeks the parties meet to negotiate and/or hear grievances or attend arbitrations in which case the number of Union Officials may be increased) or a day of vacation will be included for the purpose of calculating overtime pay.

B. All hours worked in excess of eight (8) hours in a workday or ten (10) in a workday if the regularly scheduled shift is a ten (10) hour shift, unless the employee failed to work as scheduled during the work week, except when his or her failure to work the regular schedule for the work week was due to the employee's use of approved jury duty, bereavement leave, vacation, or sickness and accident benefits.

C. There shall be no pyramiding of overtime. To the extent that hours worked are compensated for at overtime rates under one provision of this Agreement, they shall not be counted as hours worked in determining overtime pay under the same or any other provision of this Agreement. Hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provisions.

D. Hours paid for but not worked, unless specifically provided for otherwise in this Agreement, shall not be counted in determining overtime liability.

E. Management reserves the right to schedule overtime work as needed. If mandatory overtime is foreseeable, every effort will be made to give employees 24 hours' notice when overtime has been scheduled.

F. The Company shall maintain and make accessible on a weekly basis an overtime record for each crew and/or job title per shift.

G. The Company and the Union will review overtime utilization and equalization on a quarterly basis. If overtime equalization is out of balance greater than 40 hours at the end of the calendar year, employees will be paid the balance over 40 hours.

H. In the event that an employee is asked to work overtime which is anticipated to be two (2) or more hours, the employee will be permitted to take a 10-minute paid break before commencing the overtime.

I. No employee will be required to work more than twenty-one (21) consecutive days. In the event the employee works twenty-one (21) consecutive days, that employee will be given the following two (2) consecutive days off work.

J. In applying the intent and interpretation of this ARTICLE, the Memorandum of Understanding listed in APPENDIX E of this Agreement shall remain in full effect unless otherwise defined by language of the Section.

ARTICLE 14
REPORTING PAY

An employee who reports for work as scheduled will be guaranteed a minimum of three (3) hours of pay at straight time or three (3) hours of work which he is able to perform even though it may be outside the employee's regular duties. No other employee will be deemed to have a grievance because of work performed under such circumstances, so long as the work performed does not deprive another employee that would be entitled to the work. The employee may choose to accept work outside his classification or to leave and thereby forfeit all entitlement to pay for time not actually worked.

The Company will be relieved of this obligation in the following cases:

A. Notification by oral, public address system and bulletin board announcement prior to the end of the previous workday for the shift involved.
B. Advance notification by telegram, radio announcement or phone.
C. Strikes at the Company.
D. National or area emergency.
E. Any case where the employee does not have an operating telephone number on record with the Company.
F. Acts of God.
G. Acts of sabotage which interfere with the work provided.
H. Failure of Utilities or other causes beyond the control of the Company.

ARTICLE 15
HOLIDAYS

Section 1: The days listed below shall be considered as holidays during the term of this Agreement:

New Year's Day, Good Friday, Memorial Day, July 4, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day, Christmas Eve and an additional paid day for their birthday which shall be administered in accordance with the parties' Letter of Agreement dated March 16, 2006. The Company will allow employees to preschedule their birthday holiday as a floater day during the month in which the birthday falls, subject to the vacation rules and the chart in Article 16, Section 5.

Section 2: Full time employees are eligible for holiday pay if the following conditions are met:

A. An eligible employee must work either the day before or the day after the holiday unless on vacation or illness with written verification by a physician.

B. An eligible employee must have completed his or her probationary period.

Section 3: A holiday that is observed within the scheduled vacation of an employee will be recorded as a paid holiday and not a vacation day.

Section 4: If any of the above-listed holidays fall on a Saturday, the preceding Friday (and not such Saturday) shall be treated for all purposes under this Agreement as such holiday. If any of the above-listed holidays fall on a Sunday, the following Monday (and not such Sunday) shall be treated for all purposes under this Agreement as such holiday.

ARTICLE 16
VACATIONS

Section 1: Employees will be entitled to vacation time off with pay in accordance with the following provisions:

A. An employee who works a total of 1040 hours during the calendar year and one day in the subsequent calendar year, will be eligible for vacation pay in accordance with section 6 below. An employee who works at least 700, but less than 1040 hours during the calendar year and one day in the subsequent calendar year, will be eligible for vacation on a pro-rated basis of section 6 below based upon the number of hours worked as follows:

940 hours 75%
820 hours 60%
700 hours 50%

B. An employee will be paid vacation pay equivalent to forty (40) hours at his or her base hourly rate, for one (1) week of vacation, without regard to any shift differential, overtime or other premiums. The number of vacation weeks to which an employee is entitled will be based on the number of years of continuous service, which the employee will attain during the calendar year.

C. If an employee terminates with unused vacation hours, he or she will be compensated this unused portion. If an employee terminates and has been granted advance vacation hours that had not been accrued, these hours will be deducted from the employee's last paycheck.

D. For purposes of calculating hours worked for earning vacation in paragraph A above, hours paid for vacation, holidays, union business and military service shall be considered as time worked.

Section 2: All vacations must be taken within a twelve (12) calendar month period starting with January 1st of each year. For employees with at least five (5) years of seniority, a maximum of three (3) unused days (24 hours) at the end of the calendar year may be carried forward into the next calendar year if the employee is not in active discipline for attendance, provided that the employee schedules and uses the rollover vacation within the first 60 calendar days of the new year. If not used within the 60-calendar day window, such vacation will be forfeited. In the event that an eligible employee is off work and receiving workers' compensation or short-term disability that prevents the employee from fully using their vacation allotment for the given calendar year, the Company will permit the employee to carry forward into the next calendar year such unused vacation. All other unused vacation that is not carried forward under this section will be forfeited at the end of the calendar year.

Section 3: Each employee who is eligible for vacation with pay, will be permitted to take his full entitlement under Section 1. A. above during that calendar year, however, vacation requests must be submitted to the Company prior to February 15 of each year in order to facilitate scheduling.

Section 4: Employees will be permitted to take vacation as follows, provided that the vacation requested does not exceed the maximum permitted as outlined in Section 5 below.

(a) If the Company designates a plant shutdown pursuant to this Agreement, all employees must take one week of vacation entitlement during the plant shutdown if one is so designated by the Company on or before January 15th. The shutdown week will count towards the employee's full week vacation requirement in subsection (b) of this Article.

> (i) On or before January 15th of each calendar year, the Company will designate whether it will utilize a plant shutdown of no more than 7 consecutive calendar days. All employees must take one week of vacation entitlement during the plant shutdown if one is so designated by the Company on or before January 15th. If the Company designates a plant shutdown under subsection (i.) of this Section and later in the year cancels such scheduled shutdown; the Company will afford employees the opportunity to reschedule their vacations, which were previously scheduled for the shutdown week pursuant to the Company's vacation scheduling procedure and seniority.
>
> (ii.) If the Company designates a plant shutdown after January 15th, employees are not required to utilize vacation during the plant shutdown but may do so at the employee's option.

(b) Employees who are eligible for three (3) or four (4) weeks of vacation in accordance with Section 6 of this Article, must take one full week of vacation in five consecutive days.

(c) Employees will be permitted to schedule a single day vacation, provided they request such single day vacation seventy-two hours in advance.

(d) Employees will be permitted to use three (3) single day, same day call-in vacation days, without such days being subject to the maximum chart in Section 5 below. The parties agree that regardless of the maximum number of employees allowed off pursuant to Section 5 below, no employee will be permitted to use a single day, same day call in vacation day on the day before or the day after a scheduled holiday.

(e) Employees will be permitted to schedule up to 3 vacation days as ½ vacation days (6 total ½ days), provided they request such ½ day vacation seventy-two hours in advance. The parties agree that use of a ½ vacation day shall be counted as a day not worked for purposes of the maximum number of employees permitted off as outlined in Section 5**.** In the event that an employee is granted a ½ vacation day and does not work the one half of his or her scheduled shift, the employee will be charged for 2 one-half (1/2) vacation days towards his or her 6 one-half (1/2) vacation day allotment. If the employee does not have 2 one-half (1/2) days remaining, he or she will be charged (1/2) vacation day and an absence under the Attendance Policy.

Section 5. Maximum number of employees off within a job code within each department as listed in Appendix B per day (24 hours) shall be as follows:

Number of Employees in Job Code	Maximum Number of Employees allowed off per day (24 hours)
1 to 5	1
6 to 10	2
11 to 20	3
21 to 30	4
31 to 40	5
41 to 48	6
49 to 54	7
55 or more	8

At the Company's discretion, additional employees may be permitted to take vacation over the maximum numbers specified in the table above, subject to the production needs of the Company.

For purposes of counting the number of employees off work for the above maximums, all employees who are not at work on a given day (including those employees using a ½ day vacation day) will be counted. Employees on workers' compensation, short-term disability, FMLA or a personal leave of absence will be counted for the first 5 days of being off work.

Vacation will be granted pursuant to the maximum listed above on the following basis:

(a) Seniority for vacation scheduled on or before February 15th.
(b) Following February 15th, on a first come, first serve basis.

Section 6: Employees will be eligible for vacation time off and pay in accordance with the following schedule:

Length of Service

After 1 year	1 week (40 hours)
2-5 years	2 weeks (80 hours)
6 years	2 weeks + 1 day (88 hours)
7 years	2 weeks + 2 days (96 hours)
8 years	2 weeks + 3 days (104 hours)
9 years	2 weeks + 4 days (112 hours)

After 10 years	3 weeks (120 hours)
11 years	3 weeks + 1 day (128 hours)
12 years	3 weeks + 2 days (136 hours)
13 years	3 weeks + 3 days (144 hours)
14 years	3 weeks + 4 days (152 hours)
After 15 years	4 weeks (160 hours)

There will be no further vacation carry-overs from one year, except as provided in Section 2 above.

Section 7: Newly hired full time employees that have not worked 1040 hours in their initial year of employment, will earn vacation on a pro-rated basis using the following formula:

> Hours worked in the initial year of employment, divided by 1040 hours times five (5) equals number of vacation days earned. Vacation days under this paragraph will be available for use in the following calendar year provided the employee works one full day in the subsequent calendar year and will be rounded to the nearest ½ day.
>
> Example: Employee is hired and works 600 in year 2013. Vacation is calculated by this formula. 600/1040 x 5 = 2.88 vacation days rounded to the nearest ½ day = 3 vacation days earned.

ARTICLE 17
LEAVES OF ABSENCE

The Company provides leave to employees as follows:

Section 1: Leave under the Family and Medical Leave Act: Employees who have at least one year of service, and who have worked at least 1,250 hours in the previous 12 months, are eligible for up to 12 weeks of unpaid leave for certain specified purposes in any 12-month period, as provided by the Family and Medical Leave Act ("FMLA"). Military caregiver leave under the FMLA entitles an eligible employee who is the spouse, parent, son, daughter, or next of kin of a covered servicemember with a serious illness or injury to take up to a total of 26 workweeks of unpaid leave during any single 12-month period to care for the servicemember. Leave under the FMLA is limited to the following reasons:

A. The birth of the employee's child and in order to care for the child (within one year of birth);

B. The placement of a child with employee for adoption or foster care (within one year of the placement);

C. To care for their spouse, child or parent of the employee if such person has a serious health condition:

D. Because of the serious health condition of the employee who is unable to perform the functions of his or her position.

E. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation;

F. To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member.

Section 1.5: In the event that an employee has a work-related injury or illness, which results in the employee having a serious health condition as defined under the FMLA, the Company will designate the absence as FMLA leave and will count the absence against the employee's FMLA leave entitlement.

A "serious" health condition is defined as a condition that requires in-patient care at a hospital, hospice, or residential care facility, or that requires continuing care by a licensed health care provider. The employee must provide a doctor's certificate of a serious health condition.

Employees may elect to use available vacation time concurrently while taking unpaid FMLA leave. Except for leaves related to workers compensation, Employees certified for intermittent FMLA leave will be required to first use a maximum of one (1) week of vacation time in conjunction with an intermittent FMLA leave that is taken with less than twenty-four (24) hours' notice to the Company. Such vacation time must be taken in two (2) hour blocks of time each day, even if an employee does not take a full day of FMLA leave (notwithstanding the 6 total ½ days limit in Article 16, Section 4(e)). The substitution of paid time for unpaid FMLA leave does not extend the length of FMLA leave and the paid time will run concurrently with the employee's FMLA entitlement.

While the employee is on approved FMLA leave, the Company will continue your health insurance benefits under the same conditions as if the employee had continued to work.

When the employee is ready to return from a leave, the employee will be returned to same job, or one with substantially equivalent pay, benefits, and conditions. If the leave is because of the employee's own serious health condition, a fitness-for-duty certification signed by the employees' health care provider must be provided to the Manager of Human Resources prior to the employee's return to work.

If the employee wishes to take a leave of absence under the FMLA, the employee must make a written request on the form prescribed by the Company to the Manager of Human Resources at least 30 days in advance, unless the leave of absence is not "foreseeable." If the leave is not foreseeable, the employee must make a written request for such leave as soon as is reasonably practical. Request forms may be obtained from the Manager of Human Resources. The company will provide a written response within 48 hours of the request. While the employee is on leave, they must report every thirty (30) days to the Manager of Human Resources regarding their status and probable date of return. If the leave is for the care of a serious health condition, periodic re-certification of the condition may be required.

Section 2: *Military Leave*.

The Company will comply with federal and applicable state laws regarding the granting of military leave and the reinstatement of employees following such military leave. The Company will also comply with federal and applicable state laws regarding employees serving in the military reserves or National Guard. Employees are permitted to apply unused vacation time, if any, to their leave, however, employees are not obligated to use vacation time while on such leaves.

Section 3: *Other Unpaid Leave*.

Unpaid leaves of absence for personal reasons may also be granted at the sole discretion of PTTI, or as required by law.

Section 4: *Jury Duty/Witness Service*

Employees called for jury or witness duty are given time off with pay to a maximum of five (5) days (provided that the witness appearance is not in a legal proceeding against either the Company or the Union). Employees not asked to serve the entire week or those who are dismissed prior to noon are expected to return to work immediately thereafter. If desired, an employee may use vacation time if he or she is a plaintiff, defendant, witness or juror.

Section 5: *Court Attendance (Official Duties)*

When an employee attends court in connection with official duties, no leave is required. If the employee is being fully compensated by the Company for acting as an official of the Company, any fees (up to the value of such compensation) received as a result of such appearance must be turned into the Company.

Section 6: *Funeral Leave*

Paid time off will be allowed for the death of an immediate family member of an employee, up to three (3) days. This includes the day before the funeral and the day of the funeral. Immediate family is defined as mother, father, son, daughter, step-child, brother, sister, spouse, or spouse's parent. Two (2) days will be allowed for the death of an employee's grandparent or grandchild. Additional time may be granted (without pay) or vacation time may be used. Employees who designate a domestic partner in lieu of a spouse and/or a step parent in lieu of a natural parent with HR in advance will be permitted paid funeral leave for such domestic partner or step parent in lieu of leave for a spouse or natural parent under this section.

Section 7: *Union Leave*

A leave of absence for the purpose of accepting a position with the International or Local Union may be available to no more than 2 employees at a time upon written request to the Company. Such leave of absence for Union Business shall be for a period not to exceed three (3) years and may be extended for a future period upon the additional written request to the Company. An employee on Union Business Leave will maintain seniority while on such leave, provided the Union notifies the Company on an annual basis. All wages for such employee shall be paid by the Union, all Company paid benefits will be suspended until the employee's return. The employee will be provided the opportunity to elect COBRA coverage at the commencement of the Union Business Leave. The Company reserves the right to deny such leave predicated on business needs and specific employee skills.

ARTICLE 18
GRIEVANCE PROCEDURE

Section 1: A grievance is defined as a dispute an employee or group of employees may have with the Company concerning the interpretation, application or violation of the express terms of this Agreement by the Company. Should an employee or group of employees have a grievance, the grievance will be adjusted in the following manner:

First Step: A meeting shall be held between the aggrieved employee with a member of the Grievance Committee or Steward, and the Supervisor of the department involved. This meeting will be held within five (5) working days of the incident being protested. If a satisfactory settlement is not reached, the grievance shall be reduced to writing within three (3) working days. The supervisor must issue his or her answer to the written grievance within three

(3) working days of receipt of the written grievance form. The grievance may be appealed to the second step of the grievance procedure by delivering a copy of the written grievance to the Human Resources Department at the plant within five (5) working days after the Supervisor's answer is received.

Second Step: A meeting shall be held between the Grievant or a representative of the class, in the case of a class action, and the Unit Chairperson, the Steward or the Unit Griever and the Human Resources Manager, or his or her designated representative, within five (5) working days from the time of the appeal. The decision of the Human Resources Manager, or his or her designated representative shall be rendered in writing within five (5) working days after this meeting. An appeal from this decision may be made by written notice filed with the Human Resources Department at the plant within three (3) working days after the date of the decision at the second step.

Third Step: A meeting shall be held between representatives of the International and/or Local Union, the Grievance Committee designated by the Union, and the Management Committee within ten (10) working days after the receipt of the appeal. A decision by the Company shall be rendered in writing within ten (10) working days. The Union reserves the right to include the Grievant in this third step meeting.

Fourth Step: In the event that no resolution is reached after the above-mentioned procedure has been followed, then the grievance, only insofar as it relates to the interpretation and/or application of the provisions of this Agreement, shall be subject to arbitration. Either party may request arbitration by filing a written demand with the other party within ten (10) working days after the Company has given its answer, or fails to give an answer in the aforementioned ten (10) working days.

Section 2. In the event that either party does not follow the time limits outlined above, the grievance will be considered disposed of in favor of the other party on a non-precedent basis, unless the parties agree to extend such time limits by mutual written agreement.

Section 3: Upon appeal to arbitration, the grievance shall be automatically assigned to one of three members of a permanent panel of arbitrators agreed upon by the parties in accordance with the procedure set forth herein. The permanent panel of three arbitrators shall be: William Miller, Samuel Spencer Stone and Matthew Franckiewicz, as of the date of this Agreement. The Arbitrators on the panel will be assigned cases on a rotational basis based upon the order above. With regard to any grievance, by mutual agreement of the parties, the parties can agree to by-pass the next arbitrator. Either party reserves the right to request in writing the removal of any of the arbitrators. In the event that an arbitrator is removed from the panel by a party, the arbitrator declines to continue to serve on the panel, or the arbitrator is unable to serve on the panel, then the parties shall discuss and agree upon a replacement on the panel. If the parties are unable to agree on a replacement arbitrator then either party may request that the Federal Mediation and Conciliation Service submit to the parties a list of seven (7) possible replacement arbitrators, who shall all be members of the National Academy of Arbitrators and have a business address within a one hundred (100) mile radius from the City of Pittsburgh. The parties will alternatively strike names from the list until one name remains as the replacement arbitrator who shall serve on the panel. The first party to strike from the list shall be determined by a coin toss. The arbitrator selected to hear the dispute shall not have any power to add to, subtract from, alter, change or modify any term of this Agreement. Said arbitrator must issue a decision in the case within thirty (30) calendar days after the oral closing of the case or receipt of written briefs by the parties. The parties shall follow the American Arbitration Association rules for labor arbitrations with respect to all other rules not specifically addressed in this Article or mutually agreed to by the parties.

Section 4: The decision of the arbitrator shall be final and binding on both parties. The expenses and fee of the arbitrator shall be borne equally by the Company and the Union.

Section 5: All references in this Article to working days refers to Mondays through Fridays and excludes Saturdays, Sundays and holidays observed under the Agreement.

Section 6: The Union agrees that it will have no more than three (3) members of the Grievance Committee attend any of the above referenced grievance meetings (including the Unit President, Unit Secretary, Unit Griever and Steward, but excluding the International Representative and the Local Union President or Business Agent).

ARTICLE 19
DISCIPLINE, DISCHARGE AND SUSPENSIONS

Section 1: The Company will not discipline, discharge or suspend any non-probationary employee without just cause. All discipline of employees by the Company will be issued within fifteen (15) working days of the Company’s knowledge of the alleged infraction or completion of the Company’s investigation, whichever is later.

Section 2: Notice of suspension shall be given promptly to the Union and employee, and the suspension shall take effect immediately.

Section 3: No employee will be disciplined without having Union representation present at such investigatory or disciplinary meeting.

Section 4: In the event the Unit President, Unit Secretary, Chief Griever or a shop steward is not available in a disciplinary situation that will result in a suspension or discharge, an employee may be told to punch out and leave and the Union will be notified by the end of the next workday, excluding Saturday and Sunday. An employee being issued any discipline must have Union representation at the disciplinary meeting, unless the employee refuses such representation.

Section 5: The Company will furnish a copy of any discipline (including suspension and discharge) to the Union promptly thereafter.

Section 6: For purposes of arbitration or union-related cases or proceedings, disciplinary documents (including warnings), cannot be used after completion of eighteen (18) months from the date of the last disciplinary action issued.

ARTICLE 20
STRIKES AND LOCKOUTS

Section 1: During the life of this Agreement, the Union will not cause or initiate or authorize its members to cause or initiate, nor will the Union or any of its members take part in any strike, work stoppage, sit-down, stay in, or slow-down or any curtailment of production or interference with production or maintenance activity of the Company or sale of Company production. Participation is any violation of this provision shall be just cause for discipline, including immediate discharge.

Section 2: In the event any activity prohibited by Section 1 does occur, the Union shall immediately take positive written action to compel its members to discontinue all such activity and commence performing their assigned duties at once. Notice to such written action shall be furnished to the Company by the International or Local Union.

Section 3: The Company agrees that, during the term of this Agreement, there shall be no lockouts.

ARTICLE 21
INSURANCE BENEFITS

Section 1: *Health Insurance*

The Company agrees to provide the full-time employees with health insurance coverage as follows:

The company will contribute 73% of the applicable total monthly Health Care premiums and the employee will contribute 27% of the applicable total monthly Health Care premiums required for the categories: Single, (employee only); Two, (employee and spouse or child); Family, (employee and spouse and/or children).

The plan will be the same health care plan that all Company employees have and shall provide benefits equal to or greater than the plan in effect as of the effective date of this Agreement. The Company will provide and fund a Health Reimbursement Account paying up to a maximum of $2,500/$5,000 (single/family) of the plan's deductibles after the following:

For each health plan year: $300/$600 (single/double and family) annual deductibles, which will be reduced to $100/$200 if the employee (and spouse, if covered) participate in the Company's Wellness Program by verifying completion of an annual physical and health risk assessment questionnaire by February 28 each year, including the final year of the contract to be considered for a reduction of the deductible for the first year of the new contract (subject to the parties' collective bargaining negotiations).

Current plan is a comprehensive PPO that provides $25 office visits and RX of $15/generic and $25 brand and $40 non-formulary for pharmacy and $30, $50 and $80 for 90-day mail order supply.

Section 1.5: The Company will provide the Vision Care to all employees who have Health Care benefits. The Company reserves the right to select the carrier for this insurance, provided benefit levels remain the same.

Section 1.75: The Company will continue to provide health insurance coverage for employees who are disabled and on approved S&A or workers compensation for a maximum of 26 weeks, provided the employee continues to pay his or her portion of the monthly premium.

Section 2: The Company may change insurance carriers and/or plans provided the benefits (including doctors and hospital network) to employees are equal to or greater than the existing coverage and the premiums are equal to or less than the current rates at the time of change. If the Company chooses to change carriers and/or plans, it will meet and discuss such change with the Union prior to the effective date of the change.

Section 2.5 If during the term of this agreement, the Company and/or the employees are subject to an excise tax under the Affordable Care Act (ACA) with respect to the "Cadillac Plan" provisions of the ACA, the parties will meet to discuss alternative plans or plan designs to avoid any such penalty on the Company or employees. In the event that the parties are unable to reach mutual agreement, any excise tax imposed will be shared proportionally between the Company and employees in accordance with the contribution shares listed in Section 1 above.

Section 3**:** *Sickness & Accident Benefits*

The Company will provide to disabled full time employees due to sickness or accident, benefits commencing on the first day of accident, eighth day of illness, as provided in the written plan document, to a maximum of 26 weeks**,** at $375/week.

The Company reserves the right to select the carrier for this insurance, provided benefit levels remain the same.

Section 4: *Life Insurance*

The Company will provide full time employees life insurance during the term of this agreement at an amount of 1 times the employee's base annual wages. The Company reserves the right to select the carrier for this insurance, provided the benefit levels remain the same.

ARTICLE 22
SAFETY AND HEALTH

Section 1: The Company, the Union and the employees recognize their obligations under existing federal and state laws and regulations with respect to safety and health matters. The Company shall continue to meet its obligation of providing a safe workplace in the manner required by law. The Company will provide employees with the protective equipment listed in Appendix C.

Section 2: The Union will cooperate with the Company in encouraging employees to observe all safety and health rules and regulations prescribed by the Company, and work in a safe manner. Failure of any employee to adhere to any safety and health rules may result in discipline up to and including discharge.

Section 3: A Safety and Health Committee will be maintained with three (3) representatives from the bargaining unit, and up to three (3) from the

Company. The Safety Committee will meet and conduct a monthly safety tour. The parties will take minutes of such tour and meeting and said minutes will be posted each month. These minutes will include the problems that were found and/or discussed and such recognized safety problems will be addressed and corrected (if necessary) as soon as reasonably possible. The Company must notify the Union Safety Committee at the monthly Safety Committee Meetings of the estimated time period in which the corrections to the safety problems will be made. The Company will forward a copy of the monthly minutes to the Local Union. One Union member of the Safety Committee shall participate in an investigation of all serious, recordable accidents, provided that it does not result in a disruption of operations and is coordinated by the Company Representatives on the Safety Committee.

Section 4: The Company shall maintain first aid equipment and supplies for all employees during their working hours.

Section 5: If an employee in good faith and with reasonable basis believes that there exists an unsafe condition (apart from the normal hazards inherent in the usual operation of the job) so that such employee or another employee is in danger of injury, he shall immediately notify his supervisor of the specific facts relating to such unsafe condition. The supervisor shall immediately investigate such alleged unsafe condition. If the supervisor is of the opinion that there is not an unsafe condition, the employee shall immediately notify the H.R. Manager**,** or management's designee, and the Unit President, or his or her designee, to review the issue with the supervisor and the employee. If the H.R. Manager or management's designee, agrees with the supervisor's assessment, after investigation and consultation with the employee and Union, if necessary, the Union shall have the right to: a) file a grievance at the second step of the grievance procedure for preferred handling in such procedure; and/or b) relief from job without loss of right to return to such job. At the Company's discretion, the employee may be assigned to another job as is available in the Plant or will be instructed to clock out. Other than communicating to the Unit President, Unit Safety Chair or fellow employee working such assignment or job the facts relating to the safety of the job, an employee reporting such safety issue shall not take any steps to prevent another employee from working on the job.

Section 6: The Safety Committee Company will immediately investigate and take necessary corrective action if warranted. After the investigation and/or corrective action, the Company will determine if the employee should return to the job.

Section 7: An employee, who is injured on the job, and is unable to complete the scheduled shift, shall be paid the balance of the scheduled shift for the day of the injury. The employee shall be furnished transportation to and from the doctor's office, hospital, or home, if necessary, on the day the injury occurred.

ARTICLE 23
SUBSTANCE ABUSE POLICY

The Company and Union agree to the Substance Abuse Policy attached as Appendix "D" to this Agreement.

ARTICLE 24
RETIREMENT PLAN

Section 1: Effective April 1st of contract year**,** the Company will contribute an amount as outlined below for each hour worked into the Steelworkers Pension Trust on behalf of the eligible hourly employees covered by this Agreement, and pursuant to the separate agreement executed by the Company with the Trust. Effective with the contributions by the Company into the Trust on behalf of the employees covered by this agreement, the employees covered by this agreement shall cease to be eligible for any Employer contributions into the Company's 401(k) plan. The Company reserves the right to change the 401k plan and its investment vehicle at its sole discretion. Effective July 1, 2013, employees who wish to participate in the Company's 401(k) plan may do so by electing to make pre-tax contributions, subject to the 401(k) plan's administrative rules. There is no matching contribution on these contributions. Employees are fully vested in the contributions that they make into the 401(k) plan.

Pension contributions for eligible hourly employees for hours worked are according to the following schedule:

Hours worked from 4/1/23 to 3/31/24	Hours worked from 4/1/24 to 3/31/25	Hours worked from 4/1/25 to 3/31/26
$1.10/hr.	$1.15/hr.	$1.25/hr.

Section 2: In the event that the Company determines that it will withdraw from the Trust, the parties agree to meet and negotiate what type of retirement plan will be substituted for the Trust described above as part of their negotiations for a new collective bargaining agreement.

ARTICLE 25
SUB-CONTRACTING

It is the Company's intention to utilize its employees for work covered by this Agreement in cases where in its reasonably exercised business judgment the assignment of particular work to employees of the Company is appropriate. However, the business determination by the Company as to the means and manpower to be used to perform particular work shall be conclusive and shall not be deemed in violation of this Agreement unless that determination is demonstrated to be made in bad faith. In making its determination, the Company shall be entitled to give consideration to any legitimate factor including but not limited to the availability of personnel, tools and equipment; the time required to complete the work; the necessary skills and expertise; the cost of various alternatives to performance; whether the work is of a temporary or ongoing nature; the relative importance of the project; the effective utilization of resources; and other relevant considerations.

The Company and the Union agree to meet in an attempt to discuss any possible use of subcontractors or contracting out of work. This meeting will take place prior to any final decision by the Company. The parties will exchange all relevant information pertaining to the issue of contracting out work or using subcontractors. Relevant information includes but is not limited to, the estimated cost of work to be performed, any applicable warranty information, any required special needs or equipment, and/or the estimated time frames in which the work should be completed.

ARTICLE 26
SUCCESSORS AND ASSIGNS

In the event that the Company is sold, the Company will advise the acquiring entity of the existence of this Agreement and advise the Union of such disposition prior to completion of the sale. The Company will attempt to schedule a meeting between the Perspective Buyer, the Company and the Union prior to the completion of the sale.

ARTICLE 27
LEGALITY

Nothing contained in this Agreement is intended to violate any federal, state laws or regulations. If any provision of this Agreement should be held or adjudged illegal or in violation of any applicable local, state or federal law or regulation, such provision shall be considered invalid. Such invalidity shall not affect any other provision of this Agreement, nor relieve either party from their obligations and liabilities under this Agreement and this Agreement shall continue in full force and effect.

ARTICLE 28
DURATION

The terms of this Agreement and the wages, benefits and terms and conditions of employment described herein shall become effective as of 12:01 a.m., April 1, 2023. Except as otherwise provided below, this Agreement shall terminate at the expiration of 60 days after either party shall give written notice of termination to the other party but in any event shall not terminate earlier than midnight, March 31, 2026. If either party gives such notice, it may include therein notice of its desire to negotiate with respect to the wages, benefits and terms and conditions of employment and the parties shall meet promptly thereafter to negotiate with respect to such matters. If the parties shall not agree with respect to such matters by midnight, March 31, 2026, either party may thereafter resort to strike or lockout as the case may be in support of its position.

Any notice to be given under this Article shall be given by certified mail addressed to the United Steelworkers, 5 Gateway Center, Pittsburgh, Pennsylvania 15222, with a copy to the United Steelworkers, 210 West Pike St. Suite 2, Canonsburg, PA 15317 or to Pennsylvania Transformer Technology, Inc., 30 Curry Ave., Canonsburg, PA 15317. Either party may, by like written notice, change the address to which certified mail notice to it shall be given.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 1st day of April 2023.

For the Company

RN Rahangdale

Ravi Rahangdale, President

Shashi R Rahangdale

Shashi Rahangdale, Vice President

Sandeep Chakravarty, COO

Daniel J Kopchak

Daniel J. Kopchak, CFO

Dennis M Blake

Dennis Blake, General Manager

Pamela Florian

Pamela Florian, Human Resources Mgr.

For the Union

Thomas Conway

Thomas Conway, International President

John E. Shinn

John E. Shinn, International Sec./Treasurer

D.R. McCall

Dave R. McCall, International VP (Admin)

Kevin J. Mapp

Kevin Mapp, International VP (Human Affairs)

Bernie Hall

Bernie Hall, District 10 Director

John Ratica, Staff Representative

Bob Alderson

Bob Alderson, Pres. Local #14693

Gregory E McBride

Greg McBride, Unit President

Brian Callahan

Brian Callahan, Unit Griever

Phil McGivern, Unit Secretary

Matthew Post, Committee Member

APPENDIX "A"
WAGE SUMMARY

Only the classification list in this Appendix may be used.

Newly hired and Class 1 employees who move to a higher job classification will receive a wage rate that is $1.00 per hour less than the rate in the wage scale chart, for two (2) full years of employment, unless mutually agreed to by the Company and the Union. This provision is inapplicable to the following jobs: electrician, electronic technician, welder, wire test and power test. Employees hired into these job classifications will receive a wage rate that is $1.00 per hour less than the rate in the wage scale chart for the first six (6) months of employment.

The following positions are assigned the following job classes:

Class 5:	Electrician, Electronic, Machinist, Mechanic**,** Georg Machine Operator
Class 4:	Winder, Welder/Fitter, Tester (Wiring), Tester (Power), LTC/NLTC Assembler, O.C.B. Service, Copper Fabricator, Transformer Specialist.
Class 3:	Plate Burner, Machine Operator, Insulation Fabricator, Electrical Finisher, Coil Treat-A**,** Assembler/Finisher, Coil Preparation & Finisher, Wire/Cable Wrapper, Painter, Overhead Crane Cab Operator-Assembly/Finish**,** Core Line Worker
Class 2:	Receiver/Storeroom**,** Plant Services, CT Winder, Blaster, Grinder/Machine Operator Helper -Tank Shop**,** Coil Treat - B, Welder trainee
Class 1:	Plant Laborer

With respect to the following job classes, the parties agree as follows:

1. Coil Treat:

Class 3 Coil Treat - A: know how to size coils, install top and bottom stacking without assistance, operate hydraulic pack, calculate forces from winding sheets and perform all other Class 2 duties.

Class 2 Coil Treat-B: The Company will give formal 1 hour training within the first 2 weeks in the bid position. Training will be on reading, interpreting, and using the hydraulic jacks for pressures and will be trained on how to read the winding sheets and can install the top and bottom stacking without any assistance. Within the first 60 days they will be tested in this, if they show they can perform this function they will become a class level 3 and receive retroactive pay for up to 60 days at the Class 3 rate. If they fail, they will get another 1-hour training and will be re tested in the next 30 days. If they fail, they will be disqualified from the job. If the company does not provide the above-listed training or allow the employee to test during the first 60 days but the company does not disqualify the employee during the first 90 days, the employee can remain in the job and receive the Class 3 rate going forward.

*As of the effective date of the 2023 Agreement, the Senior Coil Processor position will be re-named to Coil Treat-A, and the Coil Processor position will be re-named to Coil Treat-B

2. Core Line:

Class 5 Georg Machine Operator: Employee operates the Georg core cutting line and trouble shoots any performance/operating issues and performs all Class 3 Core Line duties.

Class 3 Core Line Worker: Following ratification of 2019 CBA, all new Core Line workers who bid or are transferred into the Core Line will be paid a Class 3 job code. *The five employees holding a bid position on the Core Line as of April 1, 2019, who are not the two Georg Machine Operators as of April 1, 2019, are grandfathered at a Class 4 while holding the bid job of Core Line Worker, until they bid out or are bumped from the Core Line.

WAGE SCALE CHART – Job classes and rates

Job Class	Positions	Current Rates	1-Apr-23	1-Apr-24	1-Apr-25
1	100	13.00	$16.50	$16.70	$16.90
2	200 - 207	18.56	$20.56	$21.56	$22.06
3	300 - 309	19.95	$21.95	$22.95	$23.45
4	400 - 409	20.20	$22.20	$23.20	$23.70
5	500 - 504	20.45	$22.45	$23.45	$23.95

APPENDIX "B"

JOB CODE	POSITION	CLASS	JOB RELATIONSHIP
100	Laborer	1	100
200	Blaster	2	200, 100, 206
201	CT Winder	2	200, 100
203	Plant Services	2	200,100
204	Receiver/Storeroom	2	200,100
206	Grinder/Mach Oper Helper – Tank Shop	2	200, 100
207	Coil Treat-B	2	200, 100, 206
208	Welder Trainee	2	100
300	Assembler/Finisher	3	200,100, 206
300c	Assemb/Fin Crane Cab Op*	3	200, 100, 206
301	Coil Treat-A	3	200,100, 206
302	Electrical Finisher	3	200,100, 206
303	Insulation Fabricator	3	200,100, 206
304	Machine Operator	3	200,100, 206
305	Plate Burner	3	200,100, 206
306	Coil Preparation & Finisher	3	200, 100, 206
307	Wire/Cable Wrapper	3	200, 100, 206
308	Painter	3	200, 100, 206
309	Core Line Worker	3	200, 100, 206
400	Copper Fabricator	4	200,100, 206
402	O.C.B. Service	4	200,100, 206
403	LTC/NLTC Assembler	4	200,100, 206
404	Tester (Power)	4	405,302,200,100, 206, 300
405	Tester (Wiring)	4	302,200,100, 206, 300
406	Welder/Fitter	4	200,100, 206
407	Winder	4	303,201,200,100, 206, 306
409	Transformer Specialist	4	200, 100, 206, 306
500	Electrician	5	302,203,200,100, 206
501	Electronic	5	500,302,203,200,100, 206
502	Machinist	5	203,200,100, 206
503	Mechanic	5	203,200,100, 206
504	Georg Machine Operator	5	200, 100, 206, 309

*Assembly Finish Overhead Crane Cab Operator will not be a full time position but will be utilized when an employee is needed to operate the crane from the overhead cab. The Overhead Crane Cab Operator will continue to work in the Assembly Finish Department when not directed by management to be in the Crane Cab.

APPENDIX "C"
PERSONAL PROTECTIVE EQUIPMENT
SUPPLIED BY COMPANY

Air supply helmet for shot blasters

All required lenses for welding hoods

Blasters – annual chest x-ray****

Blasters – steel-toe-shoe allowance*

Employees – steel-toe-shoe allowance**

Dust masks

Ear protection

Face shields for grinding

Gloves

- Burning
- Cotton
- Hi-Voltage
- Kevlar
- Latex
- Leather
- Lineman
- Neoprene
- Nitrile coated
- Rubber
- Silver shield
- Vinyl
- Welding

Half face respirators

Heavy denim coveralls for shot blasters

Hi-voltage hot sticks

Hooded air supply

Inserts for welding hoods

Leather aprons

Leather leggings

Leather shoe protector

Non-prescription safety glasses

Prescription safety glasses***

Oxygen analyzers

Painters – annual pulmonary function test****

Rubber Aprons

Safety harnesses and lanyards

Vapor Phase – rubber boots

Vy-tek plastic suits

Welding hoods

Welding sleeves

Welder and Mechanic Uniforms

– Flame Retardant (3 changes/week)

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* 2 pair/yr. up to $105 per year each with receipt.

** Employees will be entitled to reimbursement for their cost of 1 pair of safety boots per contract year up to a maximum of $110 with a receipt.

*** Safety Glasses: Employees who need prescription eyeglasses will be reimbursed up to $135 each year after presenting a receipt for prescription safety glasses.

**** These services will be provided through the Company's health insurance provider for employees covered by the health insurance and the Company will reimburse the employee upon receipt, the cost of any applicable co-pay. If an employee is not covered by the Company's health insurance, the Company will pay the cost for such services.

****Gloves: The first pair of Hi-voltage, Kevlar, Leather, Lineman, and welding gloves are given at no cost to the employee. To replace gloves, the old pair must be returned to the supervisor or attendant resulting in no cost to the employee. If the gloves are intentionally damaged, the employee must pay the replacement cost of the gloves.

The first set of Leather aprons, leather leggings, rubber aprons, and welding hoods, are supplied at no cost to the employee. To replace the apparel/ equipment the old pair must be returned to the supervisor or attendant resulting in no cost to the employee. If the equipment/ apparel is intentionally damaged, the employee must pay the replacement cost of such equipment/apparel.

APPENDIX "D"
SUBSTANCE ABUSE POLICY

POLICY

It is the Company's policy to operate and maintain its facilities in a safe and efficient manner and to provide a safe work environment for its employees. Consistent with the spirit and the intent of this policy, the Company prohibits the possession, ingestion, use, trafficking and being under the effects of drugs, alcohol or any other substance which affects the senses on the Company's premises (premises includes all Company property, facilities, buildings, storage areas, parking area, vehicles, etc.) Additionally, it is the policy of this Company to provide our employees with opportunities for rehabilitative assistance when required so that they might retain their employment relationship.

Employees operating equipment, performing work above ground level, or operating a crane, forklift or motor vehicle must be able to maintain concentration, attention, and reaction time so as not to be impaired while performing assigned duties. If an employee is experiencing diminished concentration, attention or reaction time due to any cause, including but not limited to, the use of to any prescription or over-the-counter medication (regardless of whether or not there is a warning on such medication), the employee cannot operate the equipment or perform the duties and must advise supervision of his or her need to refrain from such activities, until the employee is no longer experiencing such diminished concentration, attention or reaction time. Failure to abide by this requirement is a violation of this policy and grounds for severe disciplinary action, up to and including discharge, subject to the just cause standard under this Agreement.

Employees operating equipment, performing work above ground level, or operating a crane, forklift or motor vehicle who is taking a prescription (including medical marijuana) or over-the-counter medication that provides a warning or cautionary statement to the effect "may cause dizziness or drowsiness" or "may impair the ability to drive or operate machinery" cannot undertake the operation of an industrial truck (including a front-end loader or similar equipment), without first providing certification from his or her prescribing physician that the employee's use of such prescription or over-the-counter medication while operating the equipment does not pose a risk of injury to the employee or anyone else at the facility. Upon receipt of such certification, the Company reserves the right to confirm with the prescribing physician such certification or to require the employee to be evaluated by a Company physician for a determination of the employee's fitness to operate the equipment. Failure to abide by this requirement is grounds for severe disciplinary action, up to and including discharge, subject to the just cause standard under this Agreement.

PURPOSE

2.1 The purpose of this Drug and Alcohol Abuse Assistance program, here and after meaning Program, is to set forth policies and the procedures concerning employee possession or use of Alcohol and Controlled Substances or Drugs, as defined in Paragraph 4.0.

3.0 SCOPE

3.1 This Program shall apply to all Pennsylvania Transformer Technology, Inc. employees working at the Canonsburg, Pennsylvania facility.

3.2 This policy and program outlines the procedures to be implemented regarding the reporting, testing, rehabilitation and restoration of active employment necessary to ensure compliance with our policy of operating in a totally safe, healthful and productive environment.

4.0 DEFINITIONS

4.1 Controlled Substances - Any drug or substance listed in Controlled Substance Drug Device and Cosmetic Act 64, including but not limited to:

Cannabis	(Marijuana, Hashish, Hashish oil, etc.)
Stimulants	(Amphetamines, cocaine, crack, etc.)
Depressants	(Barbiturates, Quaaludes, Valium, etc.)
Narcotics	(Morphine, heroine, opium, Dilaudid, etc.)
Hallucinogens	(LSD, PCP, mescaline, peyote, "designer drugs", etc.)

4.2 Drug - Any substance which requires a prescription or other writing from a licensed physician or dentist for its use and which may impair an employee's ability to perform his/her job or whose use may pose a threat to the safety of others.

4.3 Alcohol - Any alcoholic beverage, the consumption of which affects the performance and actions of an employee.

4.4 Medical Authorization - A prescription or other writing from a licensed physician or dentist for the use of a Drug in the course of medical treatment, including the use of methadone in a certified drug program or valid certification to use medical marijuana consistent with Pennsylvania's Medical Marijuana Act.

5.0 REPORTING

5.1 When an employee is scheduled for a drug test, he is under the affirmative obligation to report the use of any drug or substance, whether or not used pursuant to proper medical authorization. Questions concerning the effect of a prescription drug on performance should be referred to the Human Resources Manager.

5.2 Each employee shall provide evidence of medical authorization upon request. The failure to report the use of such Drugs to management as directed in 5.1 above, or the failure to provide evidence of medical authorization upon request may result in disciplinary action.

6.0 TESTING

6.1 Applicants are not covered by the parties' collective bargaining agreement, and therefore, their testing is not subject to or covered by this policy.

6.2 Employees shall submit to drug and alcohol testing paid for by the company on the basis of the following circumstances:

6.2.1 Following an extended absence due to layoff, medical or personal leave of absence in excess of thirty (30) days or more for any reason.

6.2.2 Where there is reason to believe based upon objective verifiable facts that substance or alcohol use is or may have contributed to an employee's unusual behavior, attendance record, or job performance; or accident frequency of more than one (1) accident in the last twenty-four (24) months. In all such cases, the employee's supervisor and his Union representative (if applicable) will be notified prior to the employee submitting to the test. The employee shall be sent for testing on Company time or shall be paid for any lost time.

6.2.3 An employee who has successfully completed rehabilitation will be subject to random testing for one year.

6.2.4 Except as provided in 6.2.3 above, there shall be no random or blanket testing.

6.3 Refusal to take such tests as provided above constitutes a violation of this policy and will result in disciplinary action up to and including discharge. Inasmuch as it is the Company's serious intent to achieve full participation, the provisions of Section 9.0 (Restoration) shall not apply to employees dismissed as a result of such refusal.

6.4 Any employees voluntarily reporting his/her abuse of Controlled Substances, Drugs or Alcohol may be temporarily placed on an unpaid leave of absence for participation in a rehabilitation program approved by the Company's health insurance provider. Such leave may be subject to S&A coverage.

6.5 When testing is confirmed as in Section 7.2 to be positive and it is the first occurrence of a positive result for the employee, the employee will be referred to a properly accredited Drug and Alcohol agency for counseling. Failure to report to or participate in counseling may result in disciplinary action up to and including discharge. Any employee so referred must report to or arrange an appointment within three (3) working days of the date referred to the agency. The provisions of Section 9.0 (Restoration) shall not apply to employees dismissed under this Paragraph.

6.6 Employees who are referred to counseling pursuant to Paragraph 6.5 where the counselor so recommends, will be placed on an unpaid leave to complete the appropriate rehabilitation.

6.7 When an employee is referred to counseling and counseling reports that the employee has not met the requirements of the Drug and Alcohol Program, the employee may be subject to discipline up to and including discharge. The provisions of Section 9.0 shall not apply to employees dismissed under this Paragraph.

6.8 An employee referred to counseling and/or a Drug and Alcohol Program will execute an authorization allowing the counselor or Program to disclose information to the Company with respect to the employee's participation in the counseling or Program. Failure to execute such authorization constitutes a violation of this Policy and may subject the employee to discipline, up to and including discharge. The counselors shall notify the Company's Human Resources Manager immediately in all cases where an employee has failed to cooperate or satisfactorily meet the requirements of the rehabilitation program prescribed. Such notification shall be in writing. The counselor shall update the Human Resources Manager of the condition of the employees receiving treatment. The provisions of Section 9.0 shall not apply to employees dismissed under this Paragraph.

6.9 In all cases, employees undergoing a rehabilitation program as prescribed by the accredited Drug and Alcohol Agency must be released by the agency to fulfill full time employment before reinstatement.

6.10 If an employee is tested and confirmed the second time as positive he shall be dismissed from employment. Any such employee will not be offered the opportunity for restoration to active service.

7.0 TESTING PROCEDURES

7.1 Type of Test: Testing may include urinalysis for drug testing, breathalyzer test, blood test or other approved drug/alcohol test/screen procedure. Testing will be collected and screened in accordance with Department of Transportation testing regulations.

7.2 All specimens will be initially tested (screened) for the following eight drugs or their metabolites at cutoff levels not greater than those specified below:

Maximum Acceptable Cutoff	Drug/Drug Metabolite in ng/ml
Marijuana metabolites	100
Cocaine metabolites	300
Opiate metabolites	300
Phencyclidine (PCP)	25
Amphetamines	1000
Methaqualone	750
Benzodiazepines	350
Barbiturates	200

Initial tests (screens) will be considered negative if immunoassay tests performed at cutoff levels equal to or less than those specified above yield a negative result. If initial tests which are positive are confirmed by GC/MS, the results will be considered negative if they cannot be confirmed by GC/MS using cutoff levels not greater than those specified below:

Maximum Acceptable Cutoff	Drug/Drug Metabolite in ng/ml
Marijuana metabolites	15
Cocaine metabolites	150
Opiate metabolites	300
Phencyclidine (PCP)	25
Amphetamines	500
Methaqualone	750
Benzodiazepines	300
Barbiturates	200

7.3 A test result determined to be positive under the above criteria may be regarded as negative if the drug or metabolite detected results solely from the individual's consumption of prescribed or over the counter medication in accordance with a physician's instructions, provided disclosure is made to the medical person conducting the test, at the time of such test**.** The provisions in Section 4.4 shall apply to any employee taking prescribed medication. In the event an employee claims that a positive test for marijuana is the result of the use of medical marijuana pursuant to and consistent with a valid authorization under Pennsylvania's Medical Marijuana Act, the employee must produce a valid receipt or receipts from an authorized medical marijuana dispensary to support such claim. A failure to do so will be deemed a violation of this policy.

7.4 An employee will not be discriminated against based solely upon the employee's status as an authorized user of medical marijuana pursuant to Pennsylvania's Medical Marijuana Act. However, medical marijuana may not be used on Company premises or during working hours. The employee will otherwise be subject to the requirements of this Policy.

7.5 Testing for alcohol whether measured by breathalyzer or by blood alcohol tests will be considered positive if the blood alcohol level measures higher than 0.02, below the legal limit as per the PA Motor Vehicle Code (other than the CDL levels).

7.6 All records of tests and test results will be handled only by the Human Resources Manager on a confidential basis and will not be released to a third party without the employee's written authorization. However, the Company will provide upon request a semi-annual report to the Union showing the number of tests done, the reason for the test, the number positive, the substance, and the action taken. The Company will not release the identity of any employee tested.

7.7 If an employee is to be disciplined or discharged as a result of violation of this policy, the Company will advise the employee that he or she has the right to Union representation for any such meeting and it is the employee's option to indicate whether or not he or she would like Union representation present for the meeting.

8.0 COUNSELING

8.1 In order to create a drug and alcohol-free work environment and to ensure a safe and productive workplace, the Company will provide to each employee confirmed as testing positive initial and follow up counseling. This service will also be made available to any employee who may voluntarily wish to participate in such counseling. Costs of any treatment, as prescribed by the provided agency will however be the responsibility of the employee, unless such benefit is covered by the employee's health insurance coverage.

8.2 Employees referred to counseling must comply in all respects with the directions and program requirements of the counseling agency or be subject to dismissal from service.

9.0 RESTORATION TO ACTIVE SERVICE

An employee who has been provided an unpaid leave of absence to undergo counseling and subsequent treatment will be restored to active duty if he or she is certified by such program or other medical authority as being free from use of alcohol, drugs or controlled substances as defined in Section 4.0 of this policy and procedure. Employees desiring to obtain counseling or treatment in a program or under medical authority not under the jurisdiction of the Company must obtain prior approval to use such treatment program or medical authority. Treatment rendered under such approved program or medical authority must be reviewed and approved by the Company prior to a recommendation of restoration to duty.

10.0 ADDITIONAL VIOLATIONS OF THIS POLICY

10.1 Deliberate tampering with or substitution of a specimen by any employee shall subject the employee to discipline up to and including discharge.

10.2 Any request for rehabilitation shall not preclude discipline for violations of the Company's policies or rules of conduct.

10.3 When an employee test positive a second time, then the employee will be discharged. Additional requests for rehabilitation under the terms of this policy may be granted at the Company's discretion.

10.4 Employees are required to sign a written consent form before testing and the employee refuses to sign such consent form, such refusal constitutes a violation of this policy and subjects the employee to discipline, up to and including discharge.

APPENDIX E
MEMORANDUM OF UNDERSTANDING
EQUALIZATION OF OVERTIME
March 23, 2016
Revised April 1, 2019

1. If overtime is offered on a voluntary basis across the job title per shift, there is no need to track the overtime offered because it is equalized by the offer of voluntary overtime itself. This language applies if the company schedules mandatory overtime across the entire job title per shift.

2. When voluntary overtime is offered to less than all of the employees in the job title, there will be a rotation of overtime opportunity within each job title per shift starting by seniority and seniority shall be utilized when everyone in the job title per shift has an equal amount of overtime. Otherwise, when it is necessary to work overtime, the Company shall offer the employee by job title and shift with the lease amount of overtime the first opportunity for overtime. If the employee being asked to work overtime declines such overtime, the employee will be charged the number of hours of overtime offered.

3. Voluntary daily overtime opportunities involving a task to be continued from the regular shift, shall be offered first to the employee performing the task. If the employee declines the opportunity it will be offered to another employee on the shift willing to stay. Daily overtime will not be counted for equalization purposes.

4. Employees who bid into another job title regardless of shift will have their hours adjusted to the average of all employees in the employee's new job title, crew and/or shift. If an employee changes his hours of work or shift due to the employee's convenience, the employee will be charged for overtime that employee could have worked.

5. Employees who are not present at work for any reason (call offs, vacation, leave of absence, FMLA, etc.) when overtime is offered, will be charged towards the equalization of overtime as if they were working the shift and worked the overtime.

6. Once the Company exhausts the job title and goes to the work area and or the Plant, the employees in the Work area or Plant will not be charged the overtime hours for equalization.

7. In the event that the Company requires mandatory overtime of less than all employees in the job title per shift, there will be a rotation of overtime opportunity within each job title per shift starting by seniority, and seniority shall be utilized when everyone in the job title per shift has an equal amount of overtime. Otherwise, when it is necessary to require mandatory overtime in a job title per shift, the Company shall post the number of required overtime slots and employees will be given an opportunity to sign up for the overtime that is scheduled. Overtime slots will be assigned first to those employees on the list who have the lowest charted overtime hours. If the employees with the lowest overtime hours do not elect to sign up, they will be charged the overtime offered. Then overtime slots will then be assigned based upon seniority to those who signed up. If there are insufficient employees for the scheduled slots through sign up the junior employees in the job title per shift will be scheduled to work and all employees within the job title per shift will be charged as if they worked the overtime.

8. The Company may use Lead Techs for training purposes outside of the Equalization of Overtime herein.

9. The Transformer Specialist will be excluded from equalization of the first year of the 2019 CBA. Starting with the second year of the 2019 CBA, the Transformer Specialist will follow equalization with their own job code.

APPENDIX F LETTER OF UNDERSTANDING
FIELD SERVICE WORK

October 31, 2014

Mr. James Woodward
Staff Representative
United Steelworkers, District 10
1945 Lincoln Highway
North Versailles, PA 15137

RE: Letter of Understanding
Hourly Wage Rate for Field Service Work performed off-site

Dear Jim:

As you know, PTTI utilizes service technicians (both within the Company and from outside) to perform field service work off-site ("Field Service Work"). The nature of this work is outside of the Union's jurisdiction and coverage of the parties' collective bargaining agreement ("CBA"). The Company is not relinquishing that work traditionally performed by service technicians, either by PTTI nonunion employee's PA Breaker employees or outside contractors.

However, at times, the Company has utilized and may continue to utilize some bargaining unit members to assist with or perform some aspects or assignments of Field Service Work. The parties acknowledge in this letter of understanding that the Company reserves the right to select the bargaining unit employees that will, from time to time, be asked to perform some aspects or assignments of Field Service Work at the Company's discretion.

This letter is to confirm our discussions regarding the pay rate that bargaining unit employees will be paid when assigned to perform some aspects or assignments of Field service Work. As of November 1, 2014 The Company and Union Agree to the following:

1. Union employees will receive a rate for such Field Service Work that is equal to their contractual base wage rate, plus $2.50/hour, to reflect their additional responsibilities, when performing Field Service Work for PTTI. Employees will not receive shift differential, unless the hours worked would require payment of shift differential under the CBA
2. The Company will reimburse employees who are performing Field Service Work for their meal expenses up to a maximum of $60.00 per day, provided the employees submit receipts to substantiate said expenses.
3. Travel expenses will be paid for by the Company including personal mileage if/when applicable under the Company's mileage reimbursement policy when employees are performing Field Service Work. Mileage reimbursement does not include commuting mileage to and from the plant.

4. Travel Pay will be in accordance with Company practice for field service personnel, and applicable Federal and State regulations that govern employee pay and travel time.
5. The Field Service Work rates will only be paid when bargaining unit employees are working off site. Similar work performed in the facility will be paid at the employee's base hourly wage rate under the CBA.
6. The parties further acknowledge that this letter does not alter or amend the parties' rights and responsibilities under any language of the CBA.

If the above letter of understanding reflects our discussion and agreement, please sign on the confirming line below

Sincerely,

Charles Mosca

Concur:

James Woodward, Staff Representative

Pennsylvania Transformer Technology Inc.
PTTI Laborer Duties

4/27/2016
Revised 3/18/19

General Scope: The laborer performs various labor assignments within the transformer operations and outside of the facility as directed. The laborer also assists other classifications in the performance of their duties and completes tasks with direction from the high class employee. The laborer supports productions picking up and delivering parts, tools and equipment as assigned and performing set up, tear down and clean-up of work areas and other general housekeeping measures. The laborer can use basic hand and power tools, as well as forklifts, pendant cranes material handling devices and other motorized vehicles in performance of assigned duties once the laborer has been provided with instruction on the necessary PPE and the proper use and safety of applicable equipment for the assigned task.

The laborer duties will also include the following:

A. General
   a. Assist all skilled and semi-skilled job classifications to help them perform theirs jobs in a more efficient manner.
B. Electrical Finish
   a. Assist in installing conduit, pulling wire, moving inventory
C. Winding/Coil Prep/Coil Treat
   a. Cleaning leads
   b. Assisting in the Upending of Coils
   c. Spacers – stacking, cleaning, sorting, pre-loading
   d. Assist Set up Reels
   e. Assisting in Unloading Coils off of mandrels
   f. Cut up Ending Blocks
   g. Help with flops
   h. Unwrap/Peel back crape paper on leads prep for burning and cleaning
   i. Stage/Sort insulation cart for the vertical machines
   j. Cut shield to length
   k. Refill alcohol for leads
   l. Refill glue bottles
   m. Assist with preloading coils
   n. Retrieve/clean plates to stage coils
   o. Assist in the adding or removing of ribs from the mandrel to the required diameter
   p. Swap out empty tanks for brazing wire/burning leads
   q. Assisting coil treat, coil prep, and winders

    r. Staging inventory, to relocate or reposition only, not routine material handling

D. Assembly/Finish
    a. Sort and count bolts, rods and hardware
    b. Hooking up transformers to lift lugs under direction of experienced employee
    c. Assist in loading and unloading parts from forklifts, trucks and pallets
    d. Chalking of Tanks
    e. Standing Fire Watch on welding operations with proper instruction

E. Assembly/Finish
    a. Assist Crane Operator in secure loads such as parts for shipment.
    b. Spot for Crane Moves, but only to assist experienced employee.
    c. Operate Forklift
    d. Spot for Forklift Driver
    e. Assist in assembly of woodwork
    f. Assist Cable cutter in stacking of cut lead cables into Storage baskets
    g. Stripping lead cables
    h. Organize Stock Materials in Bins and on Storage Shelves
    i. Maintain cleanliness of Floors
    j. Empty Trash cans into staged hoppers
    k. Apply Epoxy on Core Limbs with paint Brush
    l. Operate Vacuum for cleaning of equipment
    m. Clean Tooling by hand wiping with cleaners
    n. Cover Product with plastic to prevent contamination
    o. Move empty Material carts from department to department
    p. Move unused cribbing/lumber to storage locations

F. Insulation
    a. Sanding/Shaving/Scraping, Cleaning
    b. Assist with moving large sheets to cut on the shear or panel saw
    c. Stage upcoming jobs on the panel saw

G. Copper Fab
    a. Hydro Blast

H. Maintenance
    a. Painting
    b. Cutting grass and snow removal
    c. spreading salt
    d. All yard maintenance
    e. Assisting mechanics and electricians once proper training has been held, and the work at hand does not place the employee in imminent danger, i.e., energized electrical boxes or direct exposure to other forms of potential or stored energy that require specialized training such as lockout/tagout, confined space entry, etc.
    f. General cleaning, vacuuming, waste removal from trash cans

I. Welders
    a. Assist welder in set up and clean up
J. Painting
    a. Assisting Painter in sanding, scraping, masking and cleaning
    b. Washing tank
K. Blasting
    a. Watching from outside of Blast Area
    b. Assist Blasters in set up, clean up and plugging holes
L. Burn Table
    a. Assisting to load burn table and all unloading of burn table
M. LTC
    a. Hand Stamp Copper Hylugs with lead numbers as directed by Lead Tech

Mr. Todd Clary
Staff Representative
United Steelworkers, District 10
1945 Lincoln Highway
North Versailles, PA 15137

RE: Letter of Understanding on Transformer Specialist Job Classification

Dear Todd:

During our negotiations, we discussed the establishment of a Transformer Specialist position. The parties agree that during the term of the new 2019 collective bargaining agreement. The parties agree to the following:

1. The Transformer Specialist ("TS") will be a labor grade 4
2. The TS can be assigned into any job code, as deemed necessary by management
3. Management will determine when a TS position is bid and the number of TS positions needed based upon production needs
4. Management shall determine a minimum level of qualifications (skill and ability) required to qualify for the TS position
5. Management will seek input from the Union on the minimum level of qualifications for the position
6. A successful bidder shall have 90 calendar days in which to elect to remove himself or herself from the bid position. If a successful bidder removes himself or herself from the TS position, the employee is restricted from another bid in accordance with Section 11b of the CBA. At no time during the initial 90 calendar days, will the employee be permitted to bid for another job, except when the employee already possesses the qualifications of the job.
7. Management reserves the right to remove a TS within the first 180 calendar days (such time to be extended by any absence from the plant due to an approved leave of absence)
8. Management and the Union may mutually agree to extend the 180 calendar days
9. A successful TS bidder shall retain his or her prior job classification for purposes of bumping, layoff, recall, subject to the terms in Article 9.

If the above letter of understanding reflects our discussion and agreement, please sign on the confirming line below.

Sincerely,

Ron Fullman
Human Resources Manager

Concur:

Todd Clary, Staff Representative