

**2025
AGREEMENT**

between

FLEXSYS

AMERICA L.P.

Monongahela, Pennsylvania

and

**United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial
and Service Workers International Union
AFL-CIO, CLC**

on behalf of

LOCAL 14693-94

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AGREEMENT

This Agreement entered into by and between Flexsys America LP, Monongahela Plant located at Monongahela, Pennsylvania, hereinafter referred to as the "Company," and the United Steel, Paper and Forestry, Manufacturing, Energy, Allied Industrial And Service Workers International AFL-CIO-CLC, hereinafter referred to as the "Union," on behalf of Local Union No. 14693-94.

1. Five-year agreement terminating April 30, 2030.

WITNESSETH

Whereas, the parties hereto desire to cooperate in establishing and maintaining conditions of employment within the premises which will promote and improve the relationship between the Company and the employees with respect to wages, hours, and conditions of employment, and to provide methods for the fair and peaceful adjustments of all grievances and disputes which may arise between them, so as to insure and secure uninterrupted operation.

Now therefore, in consideration of the mutual promises and covenants and other good and valuable consideration which are binding hereto, the parties hereto agree as follows:

ARTICLE 1. RECOGNITION AND CHECK-OFF

- a) The Company agrees to recognize the Union as the sole and exclusive bargaining unit for all Maintenance and Production employees (excluding only supervisory, clerical, laboratory, and technical employees) in regard to hours of work, wage rates, working conditions and all other conditions of employment at the above plant.
- b) It is the continuing policy of the Company and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religion, national origin, age, sex, disability or veteran status so long as such application is consistent with State and/or Federal laws. All references to "employee," "employees," "he," or "his" in this Agreement cover both male and female employees. The terms are used for the purpose of brevity and understanding only.
- c) Foremen, supervisory employees, or any other employees not included in the bargaining unit as defined herein, shall not discriminate against any employee because of membership in the Union.
- d) No Union activity is to be conducted by the employees on Company time or property except with the express permission of the Plant Manager to a designated Union Representative.
- e) It will be a condition of employment that all present employees included in the bargaining unit defined above who are now members of the Union, shall remain members of the Union during the term of this Agreement. All new employees hired to fill classifications covered by this Agreement and, therefore, eligible for inclusion in the bargaining unit, shall become

members and maintain membership in the Union during the term of this Agreement. However, no employee shall be required to become a member of the Union during the first thirty (30) days following either commencement of his employment or the date on which this Agreement is signed, whichever is later. The Union agrees to accept into membership employees as prescribed herein above.

- f) The Company, for each employee who has signed or shall hereafter sign an authorization therefore, shall deduct from one pay check each month the union dues for the preceding month and promptly remit the same to the International Secretary Treasurer, United Steelworkers of America, P.O. Box 644485, Pittsburgh PA 15264-4485.

The initiation fee, assessments and dues as designated to the Company by the International Treasurer of the Union shall be deducted by the Company and remitted to the Treasurer of the Union in the same manner as dues collection. A check list shall accompany the deduction setting forth the name and amount of dues or initiation fees or assessments. A copy of said list shall be forwarded to the Financial Secretary of the local Union.

The check-off provisions will be uniformly applied to all employees.

The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that arise for the purpose of the Company complying with any provisions of this section.

ARTICLE 2. HOURS

- a) It is not the intent of management to guarantee any specified work week, but as far as possible the following will be effective:

Eight (8) consecutive hours of work (exclusive of lunch period for employees not engaged in continuous operation in any twenty-four (24) hour period), shall constitute the regular work day. Any five (5) days in any one (1) payroll week shall constitute the regular work week. Two payroll weeks shall constitute a pay period. The payroll week shall begin and end at twelve (12) a.m. Mondays unless as otherwise agreed to by both parties.

- b) Time and one-half (1 1/2) regular rate shall be paid for time worked in excess of eight (8) hours in any twenty-four (24) hour period, or in excess of forty (40) hours in any one (1) payroll week. In no case shall daily and weekly overtime be paid for same hours worked. Payment of time and one-half (1 1/2) the regular rate for time worked in excess of eight (8) hours shall not apply to shift workers who work short swings of their own volition as the result of a shift swap with another employee.

All shift swaps must be approved in advance by a department supervisor.

- c) Employees shall be paid at a rate of time and one-half (1 1/2) for work performed on the sixth (6th) consecutive day worked in the payroll week.

Whenever an employee works a minimum of six (6) hours on any day, that shall constitute a day worked for the purpose of computing overtime for work performed on the sixth (6th) day worked in a work week, provided he/she shall have received his/her supervisor's permission to take off the remaining two (2) hours, or less, prior to so being excused.

- d) Premium and/or overtime pay shall not be pyramided, but the higher of the two rates of pay shall apply.
- e) Overtime/Assignment: The management shall endeavor to assign any overtime as evenly as possible to qualified members of a department before assigning it to other employees. Overtime assignment opportunities will be determined according to charged overtime hours during the calendar year.

Overtime assignments will first be offered on a voluntary basis to qualified employees, and lowest overtime hours will be used to determine who will be given the overtime assignment.

Should Management be unable to fill the overtime assignment with a volunteer, Management may force the qualified employee with the least amount of charged overtime hours to work the overtime assignment.

Seniority will be used to determine overtime assignments between eligible employees with the same amount of charged overtime (within one hour). The least senior will receive forced overtime assignments and the most senior will receive voluntary overtime assignments.

Job continuation, where employees stay on a job that goes past their scheduled shift and no one else was given the opportunity, will not count towards charged overtime hours.

Callouts that are declined or not answered will not be subject to charged overtime hours. All call-outs that are accepted and worked will get both charged/worked overtime hours applied.

Holidays worked shall not be included in the year-to-date overtime tabulation unless they constitute a sixth (6th) or seventh (7th) day.

Overtime shall be posted on the basis of overtime refused by employee and shall be counted as overtime worked.

Overtime shall be posted every two weeks.

It is understood that notification of a worker verbally, when he is present at the plant, or by telephone when he can be reached, is as far as Management can be expected to go in its efforts to carry out these provisions.

Probationary employees with special skills including qualified rotating production employees may be offered overtime/call-outs before non-probationary employees; otherwise,

probationary employees will be offered overtime/call out assignments only after all other qualified employees in the designated department (currently: Maintenance, Production, Utility) have been canvassed.

Employees will not be required to work more than sixteen (16) consecutive hours in any twenty-four (24) hour period, except in emergencies. Employees who voluntarily work more than sixteen (16) consecutive hours must have the prior approval of the respective department head.

Employees who work beyond the above sixteen (16) consecutive hours will be given the flexibility to adjust their starting time equal to the hours in excess to sixteen (16) hours that the employee actually worked to obtain adequate rest.

- f) Overtime Error Adjustment: It is recognized by both parties that overtime will be assigned as equally as possible and practical and that most overtime assignments/request errors are the result of honest mistakes.

When an error occurs in assigning overtime, the normal remedy will be make up overtime in the following manner:

- ◆ At equivalent rates and hours to missed opportunity.
- ◆ Within a reasonable time.
- ◆ Mutually convenient to both parties.

Assignment will not include work available on an overtime basis, i.e., will not take away from overtime opportunities. Each employee is obligated to notify the supervisor when they know or suspect that an assignment error is being made prior to the start of such overtime opportunity.

In cases where excessive mistakes or favoritism is shown the remedy will be a monetary award for the overtime in question.

- g) Pay for Call-In Work: Whenever an employee reports to work in answer to special notification, he shall be paid five (5) hours at his regular straight-time rate or at the rate of time and one-half (1 1/2) for all time worked, whichever is greater. In case of emergency, where an employee is called out for such emergency work, the employee shall be permitted to leave as soon as the condition of emergency is terminated or upon completion of the emergency repair work he was called in to perform without regard to length of time he has been working. In the case of an employee called in prior to the start of his scheduled shift, he shall be expected to continue on into his scheduled shift if requested to do so by the Company.

No employee shall be asked to take time off from regular scheduled work hours for the purpose of off-setting overtime work.

An employee who has already punched out after completion of his regular day's work and is then requested to work overtime will be entitled to call-in pay.

In a call-out situation, the five (5) hour minimum is applied to tasks requested in the call-out. If additional work of a non-emergency nature is offered, the called-out employee will have the option of working said hours at the rate of time and one half (1 1/2) regardless of the time required for call out tasks.

- h) Reporting Pay: In the event an employee reports for work on his regular schedule shift, and there is no work available at his regular occupation, the Company will endeavor to furnish four (4) hours work as whatever work may be available. Should there be no alternate work available, the employee will be paid for four (4) hours at his regular rate and allowed to return home.

In the event of an emergency, beyond the control of the Company which prevents the operation of the plant, then the Company shall not be required to comply with the above provision.

- i) Rates on Change of Job: When an employee is temporarily transferred to a higher rated job, he shall receive the higher rate of pay for the time worked on the higher rated job; provided, the work is one (1) hour or more in duration. When an employee is transferred to a lower rated job, he shall receive the former rate of pay for one (1) week, unless he is given at least one (1) week's notice of such transfer.
- j) Making changes in existing job classifications, creating new job classifications or combining or eliminating job classifications because of new manufacturing processes, changes in equipment or changes in content of job, shall be the function and responsibility of the Company. The Company shall notify the Union of the above in a timely manner.

When changes are made in equipment or method of processing which would result in new job classifications or substantial changes in job duties or requirements, rates of pay will be set in line with the existing rate structure, giving due consideration to such factors as degree of skill, effort, job knowledge experience, responsibility for material and equipment, mental and physical demands, and job conditions. Adjustment in rates of pay, where warranted, will be discussed between the Company and Union within ten (10) days of such change(s). If this matter is not resolved through these discussions it will be processed through the grievance procedure.

Twelve-Hour Schedule

The following guidelines have been established to help make the program work as a mutual benefit to both the employee and the Company.

Plant management reserves the right to discontinue the twelve-hour schedule and return to an eight-hour schedule with 60 calendar days' notice if the twelve-hour schedule program adversely affects the plant environment. For example, but not limited to, the following:

The overall safety, morale, efficiency and productivity of the plant must not be adversely affected, therefore, the program must not result in an increase in accidents, absenteeism, disciplinary action, turnover, or overtime.

Explanation of Twelve-Hour Schedule

1. **Schedule:** The work schedule is commonly referred to as "3 on 2 off and 2 on 3 off" shift. It is an **eight-week** rotation with every other weekend off. The schedule is outlined below:

WEEK	SUN	MON	TUE	WED	THU	FRI	SAT	WEEKLY HOURS
1	-	D	D	-	-	D	D	48
2	D	-	-	N	N	-	-	36
3	-	N	N	-	-	D	D	48
4	D	-	-	D	D	-	-	36
5	-	N	N	-	-	N	N	48
6	N	-	-	D	D	-	-	36
7	-	D	D	-	-	N	N	48
8	N	-	-	D	D	-	-	36
8 Weeks - 336 Hours								

***This shall go into effect on January 11, 2026.**

2. **Work Day:** A work day will be defined as a consecutive twenty-four hour period beginning at 6:00 a.m. Eight hours constitute a day worked.
3. **Work Week:** A payroll week will be defined as seven consecutive days from 12:00 a.m. Sunday to 11:59pm. the following Saturday
4. **Work Schedule:** A normal work schedule will consist of a twelve consecutive hour period. The Day Shift Schedule will be from 6:00 a.m. to 6:00 p.m. The Night Shift Schedule will be from 6:00 p.m. to 6:00 a.m.

Explanation of Pay Formula

Under the twelve hour schedule, time and one-half (1-1/2) regular rate shall be paid for time worked in excess of twelve (12) hours in any twenty-four (24) hour period, or in excess of forty (40) hours in any one (1) payroll week. In no case shall daily and weekly overtime be paid for same hours worked. Weekly income will vary depending upon whether a thirty-six (36) hour or a forty-eight (48) hour week is worked.

Shift Differential: No shift differential is paid for the twelve hour day schedule.

Overtime Pay: Premium pay of one and one-half (1-1/2) will be paid for:

- a) All hours worked in excess of twelve (12) hours in one workday.

- b) All hours worked in excess of 40 hours in one week.

Split week vacation time under the 12-hour schedule will count as hours worked for purpose of computing overtime pay for hours worked in excess of forty in one week. This applies only if the employee performs work on an unscheduled day during the week. Full week vacation time will not count as hours worked.

Vacation: Vacations will be scheduled in twelve (12) hour increments.

For example, two weeks of vacation (80 hours) will be six twelve hour days, plus eight hours. Upon obtaining supervisor's approval, shift employees will be permitted to take seven twelve hour days of vacation, but pay for the seventh vacation day would be limited to eight hours. However, if the employee voluntarily, or by Company request, works the four hours and only takes off eight hours vacation, the employee will then be paid for the four hours worked.

Conversion of Vacation Days to Vacation Hours:

- 1 weeks vacation (40 hours) = 3/12 hour days + 4 hours
- 2 weeks vacation (80 hours) = 6/12 hour days + 8 hours
- 3 weeks vacation (120 hours) = 10/12 hour days
- 4 weeks vacation (160 hours) = 13/12 hour days + 4 hours
- 5 weeks vacation (200 hours) = 16/12 hour days + 8 hours

Holiday Pay: Employees working a holiday will receive premium pay of one and one-half for all hours worked on the holiday, plus 12 hours of holiday pay. If scheduled off on a holiday, the employee will be paid eight hours holiday pay.

Call-Out Pay: No change to the existing contract.

Report In Pay: No change to the existing contract.

Sick Pay: The non-occupational weekly sickness and accident benefits will remain as addressed in the existing contract.

Funeral Leave: With the present eight hour shift, an employee is granted up to three consecutive days off with pay (24 hours) to attend the funeral of a member of your immediate family. Under the twelve hour schedule, you will be allowed **three** consecutive twelve hour days off (36 hours) with pay. With regard to the one day of funeral leave, the employee will receive the one day off with **twelve hours** pay.

Jury Duty: Payment by the Company shall not exceed twelve (12) hours in any one day, forty-eight (48) hours in any week, or seven (7) scheduled work days for any one (1) jury call.

Meal Allowance: Employees will be eligible for meal allowance after the 14th consecutive hour of work.

Personal Holiday: Time taken by the employee will be paid twelve hours pay at straight time.

ARTICLE 3. POSTING OF JOBS

- a) Notice of all vacancies and newly created jobs covered by this Agreement shall be posted on the plant bulletin boards for a period of five (5) calendar days. The nature of the job, negotiated wage rate, the main qualifications, and whether job is day and/or shift job will be stated in the notice.
- b) All applications shall be made on forms furnished by the management and filed with Plant Manager. The management agrees to post on bulletin board announcement of decision in regard to appointment or disposition of applications, within one (1) week following end of application period. Employees will not be permitted to remove their bid sheet from the bidding procedure once the notice of job vacancy posting period has ended.
- c) In the event that more than one (1) qualified employee applies for a job, the job shall be assigned on the basis of seniority, fitness and ability—where qualifications as to fitness and ability are equal, seniority shall prevail. The Company reserves the right to determine fitness and ability. For the purposes of this Article, qualified is being defined as being able to pass a written test and practical test and demonstrate skill in an average workmanlike, safe manner.

The Company shall have the right to use written and/or practical tests in determining fitness and/or ability to fill any or all vacancies.

Unsuccessful applicants may request a review of the test scores with the Company and the Grievance Committee.

In the event the vacant position is not filled by an employee covered by this Agreement, it shall be filled by hiring from outside the Company or at the Company's sole discretion by any of the following means:

- 1) A qualified person may be hired to fill the vacancy, or
- 2) The youngest service employee in the Utility Group shall take the posted job, except in the maintenance department, or
- 3) It will permanently be assigned to the least senior qualified employee, provided he/she has a minimum of two (2) years' experience in the qualifying position.
- 4) Employees bidding a new job will have a probationary period with an option to return to their original job. This right will extend so long as the Company is notified within 14 calendar days of reporting to this assignment.

In the event the job is not awarded to the senior bidder(s) as a result of the written and/or practical test scores, the unsuccessful senior bidder(s), if not satisfied with the award, may request a review of the test results with the Company and the Grievance Committee.

Posting and Filling Vacancies in the Maintenance Department

If it is necessary to fill openings in the Maintenance Department, management has the exclusive right to determine the class level to be filled (whether it be Class 1, Class 2 or Control Systems Mechanic).

The process that will be used to fill the open Maintenance Department position will be as follows:

1. Bids will be accepted from current employees who are able to pass the certification exam. The best qualified candidate will be awarded the position.
2. If there are no qualified bidders, then the Company has the right to hire from outside applicants.

Where an employee bids on a job for which the Company feels he is not qualified, he will be so informed by his supervisor in a constructive manner and in the presence of the steward.

- d) The Company understands that employees who successfully bid on a vacancy are looking forward to moving to their new position. With this in mind, the Company commits that it will move the successful bidder to his/her new position not later than 90 calendar days of being awarded said job. In the event there are extenuating circumstances that prevent the transfer from taking place within this timeframe, the Union and Company agree to discuss and work out a mutually agreeable resolution.

ARTICLE 4. SENIORITY

- a) Employee's seniority shall be determined by length of continuous service with the Company.

Continuous service shall not be broken by:

- 1) Vacation.
 - 2) Leave of absence not to exceed fourteen (14) days in any one (1) year.
 - 3) Disciplinary layoffs.
 - 4) Sickness and non-compensable accidents not to exceed one hundred and eighty (180) days in any one (1) year.
 - 5) When an employee is absent in excess of any of the above allowances, his service date shall be adjusted for the amount of the excess.
- b) Any employee "laid off" through no fault of his own will not lose seniority accrued prior to layoff, if the period of layoff is not in excess of his accumulated seniority, or a period of three (3) years, whichever shall be the lesser.

Layoffs shall be classified as either "temporary" or "indefinite." A temporary layoff shall not exceed thirty (30) calendar days.

The Company shall make every effort to give those employees laid off for an indefinite period, a twenty-one (21) day notice before such layoff becomes effective.

- c) Employees with less than ninety (90) working days shall be considered **Probationary Employees** and may be laid off or reemployed without reference to seniority.

This probationary period may be extended by mutual agreement between the Company and the Union.

- d) Any employee who voluntarily terminates his service with the Company, or who is discharged for just cause, shall lose his seniority standing.
- e) Any member of the Union who is elected or appointed to office or who is delegated to perform any Union activity necessitating a temporary leave of absence from his job shall be granted said temporary leave of absence, not to exceed one (1) year, without pay, and shall at the end of his service on behalf of the Union be guaranteed reemployment at his former job at his former rate of pay, in accordance with his seniority rights, plus any increase which may have become effective in his absence and without loss of other rights and privileges pertaining to said job, provided however, that not more than one (1) person shall receive such leave of absence at any one time.

The Union agrees that any employee coming under this classification shall give the Company notice of such leave two (2) calendar weeks in advance of his date of his leaving and will advise the Company of the probable duration of his absence. Such leaves may be renewed after one (1) year.

- f) When it becomes necessary to reduce the manning in a job classification, the least senior employee(s) will be laid off from such job classification.

Employees laid off from a job classification under the paragraph above, may exercise their seniority to displace the least senior employee in any job classification where they have the present skill, ability, qualifications and physical fitness to perform the work. Employees displaced under this section will have the same right to exercise their seniority as set forth in this section.

- g) In the event of recalling, employees shall be notified by registered mail at their last known address to return to work. If they fail to notify the Company of their intention of returning to work within seven (7) calendar days, they shall be considered as having voluntarily quit their employment and any existing seniority rights which they may have had shall thereupon terminate. If it is not possible for a former employee to return to work within the first seven (7) days and he has properly notified the Company of his intention to return to work, a maximum seven (7) additional days may be granted so that any necessary arrangements can be made prior to returning to work. In the event of necessity, management shall be privileged to hire new workers on a temporary basis pending the return of old workers who have been notified under provision.

- h) In the event there is a permanent layoff, the Company agrees to severance pay for permanently laid off employees in accordance with the following chart:

Years or part thereof Employed	Weeks of Pay
1-5 years	6 Weeks
6-10 years	9 Weeks
11-15 years	12 Weeks
16+ years	16 Weeks

ARTICLE 5. VACATIONS

The Company shall grant vacations with pay for the calendar year upon the following basis:

- a) All employees with less than two (2) years of service, shall receive one (1) week of vacation with pay. All employees hired after March 28, 2025, will no longer accrue vacation in arrears. Employees will accrue vacation during the vacation year and be eligible for their full vacation allotment on January 1. Newly hired employees will receive prorated vacation based on the month they were hired during the vacation year. Vacation will accrue on the 15th of each month.
- b) All employees having two (2) years or more of service shall receive two (2) weeks of vacation with pay.
- c) All employees having five (5) years or more of service shall receive three (3) weeks of vacation with pay.
- d) All employees having ten (10) years or more of service shall receive four (4) weeks of vacation with pay.
- e) All employees having twenty (20) years or more of service shall receive five (5) weeks of vacation with pay.

Employees will be granted the next level of vacation weeks (per above) beginning the January 1 of the year in which his/her anniversary occurs.

Employees eligible for less than three (3) weeks' vacation will not be required to take their two (2) week military reserve summer training as part of their vacation unless mutually agreed between the Company and the Union.

Vacation pay shall be computed on the basis of the prevailing work week, not to exceed forty-eight (48) hours, at the employee's prevailing rate, without any overtime premium pay.

Vacation period shall be governed by the allowance outlined under Article 4 - Seniority, in regard to illness, non-compensable accidents, and leaves of absence. Should absences exceed

allowances, employees will be given a vacation period based on time worked plus allowance as it is proportional to one (1) year.

Vacations shall be granted when due and in a single period unless otherwise agreed to.

Vacations shall be allotted as far as possible at the time desired by the employees, but final decision shall be allowed to the Company in order to insure the orderly operation of the plant. Once a vacation is submitted, the Company will confirm or deny that request within seven (7) business days.

Employee's schedule of vacation time shall be arranged on the basis of seniority insofar as it does not interfere with the continuous operation of the plant. Those employees entitled to a vacation shall take the time off. Should the employee's absence seriously conflict with the continuous operation of the plant, due to breakdowns, turnaround and emergency needs of the plant, the Company may request the employee to reschedule or forego his vacation and he will be given his vacation pay allowance. Employees with three (3) or more weeks of vacation eligibility shall be afforded the right to schedule two (2) weeks of their vacation one (1) or more days at a time provided this request is made to supervision before Friday of the preceding workweek. Any employee with two (2) weeks' vacation will be allowed to split one (1) week.

If one (1) of the recognized holidays falls within an employee's vacation period, he shall be given an extra day's vacation with pay or an extra day's pay in lieu thereof at management's discretion.

Prior to April 30, vacation requests by more senior employees can replace vacation selected by less senior employees. After April 30, seniority does not apply.

Vacation time may be blocked during any scheduled shutdown. However, for vacation blocking periods that last longer than two continuous weeks during a scheduled shutdown, employees will be allowed to take up to two (2) single vacation days, with supervisor approval, during the duration of the vacation block.

ARTICLE 6. HOLIDAYS

- a) The Company will set **eleven (11)** holidays each year. In addition, each employee will be granted one personal holiday that must be taken during the calendar year.

Holidays falling on a weekend will be celebrated on an adjoining weekday.

Holiday premium will be paid on the designated day (not the off day).

Holidays not worked shall be counted as time worked for the purpose of computing overtime.

- b) All employees required to work on any of the above specified holidays shall be paid straight-time rate, plus time and one-half (1 1/2) for the day. Any employee who is scheduled for work on a holiday and fails to report, shall receive neither pay under this provision, nor payment under the provisions of the following paragraph.

Production employee(s) scheduled for twelve (12) hour shifts will be paid double time and one-half (2 1/2) for all hours worked in excess of twelve (12) hours on a holiday.

- c) Employees not working on a specified holiday shall receive their regular daily earnings, i.e., regularly scheduled number of hours at their regular rate, provided that he shall have worked his full scheduled work day immediately preceding and immediately following the holiday unless his absence on either of such days occurred with the express consent of his immediate supervisor, or was caused by personal illness, certified by a reputable physician, and/or Company doctor, if deemed necessary.

If an employee works one day in a week where a holiday falls and the employee is off work due to a work-related or non-work-related injury, that employee will be entitled to the difference between their benefit pay and the holiday pay. At no time can benefits be pyramided.

Further, the employee must have worked a minimum of one (1) day (eight (8) hours) in the work week in which the holiday occurs unless prevented from working in accordance with the bereavement provision of this Agreement, or prevented from working due to a jury duty summons.

ARTICLE 7. MISCELLANEOUS

Lunches: The Company shall provide a meal allowance to all employees who are required to work continuously two (2) hours or more in addition to their regular scheduled work shifts. The dollar amounts stated in this section (a) will be a net of **ten dollars and fifty cents (\$10.50)**.

No meal allowances will be paid during scheduled shutdowns.

- a) **Tardiness:** In the event a shift worker in reporting for work is late in excess of thirty (30) minutes, management may call in a qualified shift Operator. If the regular Operator reports after a replacement has been called, the regular Operator may be refused work on the shift and the called-in Operator is to be given the work. All employees are to remain on the job until relieved by a qualified replacement.

Employees who are late in reporting for work more than five (5) minutes and less than fifteen (15) minutes may be docked one-quarter (1/4) hour's pay. Likewise, if employees are more than five (5) minutes late in succeeding fifteen (15) minute periods, they may be docked a full quarter (1/4) hour's pay for such periods. Employees prevented from reporting to work by reason of illness or other sufficient cause must notify the Company as far as possible in

advance of their scheduled reporting time so that work schedules may be changed. Inability to work, so reported, shall be deemed to continue until the employee notifies the Company that he is able to return to work. Absences exceeding five (5) calendar days must be substantiated by a certified physician with periodic updates. At least twenty (20) hours advance notice prior to returning to work is necessary so that the Company can schedule change without incurring overtime.

Habitual tardiness in reporting for work and absenteeism may be taken as cause for reprimand and ultimate dismissal.

- b) Industrial Accidents: If an employee is injured in the course of his employment and must go home as a result of such an accident, the employee shall be given a full day's pay at his regular rate for that day.
- c) Overlapping Work: The Company and Union agree that salary will not perform production, utility, and maintenance work except in the following situations:
 - a) In emergencies when regular employees are not immediately available
 - b) In the instruction or training of employees
 - c) In the testing of material and production
 - d) Providing temporary assistance in the performance of necessary work
 - e) To address unsafe situations

Similarly, for a cooperative work environment and productive and successful operation, bargaining unit employees may be assigned to or share responsibilities for functions normally considered as non-bargaining unit work. Assignments to, or performance of, such non-traditional non-bargaining unit work shall not create any extension of the bargaining unit's jurisdiction nor shall it create any continuing right to perform such work.

- d) Death in Family: An employee having completed his probationary period with the Company who is excused from work because of death in his immediate family shall be paid his straight-time rate for his scheduled working hours so excused, during the first three (3) days starting on the day following the death. Members of the immediate family for the purpose of administering this benefit shall be father, father-in-law, mother, mother-in-law, sister, brother, son-in-law, daughter-in-law, grandparents and spouse's grandparents. When the deceased is a spouse, son or daughter, the number of days will be increased to five (5) days. The day of the funeral shall be granted as a day of funeral leave in accordance with the provisions of this section in the event of the death of a brother-in-law, sister-in-law, aunt, or uncle.

No leave or allowance shall be granted when the employee does not attend the funeral of the deceased. Satisfactory proof of death of member of family and evidence of employee's attendance of service shall be submitted to management if so requested. In the event the funeral is delayed because of religious regulations concerning Sunday burials, and the employee attends the burial, he shall receive compensation for the day, provided it is his regularly scheduled day of work and the employee has not already been paid for three (3) or five (5) days or equivalent under this provision.

- e) Union Visitation: The International Representative of the Union and District Director will be permitted access to the premises at reasonable hours for the purpose of adjusting grievances and other business with the Company which relates to the administration of the collective bargaining agreement. Such access will be granted after receiving advance permission from the Company and complying with established Company regulations. Such business may be conducted in an area designated by the Company. When entry into the plant work areas is necessary, a Company Representative will accompany the Union Representative specified above.

Visits will be exercised in a manner in which there will be no interference with operations and no time will be lost unnecessarily to the Company.

- f) Jury Duty: Employees summoned for jury duty will be excused from work to serve such jury duty.

An employee who has completed one (1) or more years of continuous service with the Company and is summoned for jury duty shall be paid his or her regular straight time hourly rate, provided the employee gives the Company as much advance notice of his selection for jury duty as possible and reports for work on each day of jury service when released by the Court. He shall also be required to furnish the Company with proof of having served on jury duty, and the period of time served. Payment by the Company shall not exceed eight (8) hours in any one (1) day, five (5) days in any one (1) week, or ten (10) days for any one (1) jury call. Hours paid under this provision shall not be counted as time worked for the purpose of computing overtime.

- g) Family and Medical Leave (FMLA): Eligibility: Employees who have worked at least 1,250 hours during the 12-month period immediately preceding the date on which leave will begin.

Leave Entitlement: Eligible employees are entitled to a total of twelve (12) weeks of unpaid leave during any rolling 12-month period (measured backwards from the date of leave) for a qualifying reason under the federal FMLA.

Pay and Benefits: Employees are required to substitute for unpaid FMLA leave up to one-half (1/2) of his or her accrued paid vacation. This substitution of paid vacation does not extend the FMLA leave period.

Although FMLA leave is generally unpaid, employees on FMLA leave may receive workers' compensation benefits or disability benefits (for non-occupational conditions), if the employee qualifies for either of those benefits.

An employee returning from FMLA leave will be reinstated to the same or an equivalent position. An employee on FMLA leave, however, shall enjoy no greater job protection than if he had been working.

Medical Certification: A medical certification is required if an employee requests leave to care for a spouse, parent, or child with a serious health condition, or because of the employee's own serious health condition. Disputes regarding medical certification will be resolved by obtaining a second opinion and, if necessary, a third opinion. The second opinion will be from a physician selected by the Company and the third opinion from a physician agreed to jointly by the parties.

Leave Schedules: Employees may request FMLA leave for time periods other than consecutive weeks when (1) medically necessary or (2) at the Company's discretion in the case of the birth, adoption or foster placement of a child. In these circumstances, the Company (notwithstanding any other provision of this Agreement) may assign the employee to another position with equivalent pay (either inside or outside of the bargaining unit) and/or reasonably adjust the employee's schedule to better accommodate the leave request or eliminate the need for using FMLA leave.

Notwithstanding any other provision of this Agreement, to accommodate an employee's FMLA leave request, the Company may temporarily transfer another employee. The temporarily transferred employee may be displaced to reinstate the employee returning from FMLA leave.

Productive Maintenance: The Company and Union recognize that substantial changes are required and necessary to improve the flexibility and efficiency of the maintenance functions at the Monongahela Plant. Improvements in productivity and flexibility in the utilization of maintenance employees are essential based upon the principle that work must be performed in the most efficient and competitive manner. Consistent with these principles it is specifically agreed that:

- 1) Routine, unskilled and semi-skilled work which is now or may have been traditionally performed by the maintenance job classifications may be assigned, without restriction or limitation, to production classification or other non-maintenance job classification; and
 - 2) It is understood that Supervisors, Engineers, Technicians and other non-bargaining unit employees of the Company shall have significant latitude in performing work that may also be performed by the maintenance job classifications. Such employees may be involved in testing, diagnostic, and troubleshooting functions together with the accessing, review and downloading of computer software programming. Working together to solve problems and "get the job done" should be emphasized over any claimed rules of "jurisdiction."
- g) **Miscellaneous:** Other than new construction, major maintenance and emergency work, day to day maintenance will not be contracted out without notification and discussion with the Union.

ARTICLE 8. MANAGEMENT CLAUSE

The management of the Company and the direction of its working forces including the right to hire, lay-off, suspend, or discharge for just cause, or to promote, subject to seniority section herein, together with the right to relieve employees from duty because of lack of work subject to the provisions of this Agreement, is vested exclusively in the Company. In addition, the products to be manufactured, methods, processes and means of manufacture are recognized by the Union as the exclusive function of the Company. The Company also has the exclusive right to establish work schedules and assignments, except as outlined in Article 2 of the Agreement, and to make changes therein essential to the efficient operation of the plant, to establish, modify and enforce reasonable work rules and regulations which shall include provisions for employee alcohol and drug testing and the right to develop and implement award and reward programs. It is agreed that the enumeration of the above functions shall not exclude customary management functions not herein enumerated.

ARTICLE 9. SAFETY AND HEALTH

The Company and Union agree that they will do everything practical to improve, promote, and ensure the safety, health and sanitation of the working conditions in the plant, promote a zero incident culture and ensure problems involving these matters are addressed by the Plant Safety Committee.

The Joint Union and Company Safety Committee will include three to five (3-5) bargaining unit members, appointed by the Union who will be equally represented from the Production, Maintenance and/or Utility Groups. The parties further agree that all committee members will support the development, revision and or implementation of safety and health programs to promote a zero incident culture at the site. The Safety Committee members will be expected to actively participate in and promote all site safety programs, to attend additional Safety Committee related training both on and off site, to actively participate in safety activities that may include but are not limited to process hazard analysis, capital projects, improvement suggestions, incident investigations, audits, off-site visits and inspections. The safety committee will meet on a monthly basis or more frequently as required.

It is mutually agreed that efforts both of the Company and the employees will be directed toward maintaining all equipment and tools in safe and efficient working order. The regulations and safety code adopted by the Department of Labor and Industry Commonwealth of Pennsylvania, in the interest of protecting the safety and health of employees, will be strictly observed by both the Company and the employees.

Each employee will be entitled to **two hundred and seventy-five dollars (\$275.00)** annually towards the purchase of safety shoes. **This amount will increase \$10 annually beginning the 4th and 5th year of the Agreement.** Receipt of purchase must be submitted for reimbursement.

The parties acknowledge that employees may be required by the Company to take periodic physical examinations and tests as a condition of employment. In conducting such examinations and tests, it is agreed that:

Confidentiality of employee medical records will be maintained and these records will be stored by **Flexsys Human Resources**.

Should the present or subsequent Company physician administering an examination detect a medical condition he believes requires further medical attention, he will advise the employee that he should consult his personal physician.

Medical data will only be released with the written consent of the individual involved to himself or a physician of his choice.

Such examinations will be made during regular working hours and the employees will be paid for the time required for the examinations at their prevailing rates. The examination will not be used for the purpose of removing an employee from his job unless management and the Union agree that it is in the best interest of the employee and/or other employees. This provision does not apply to examinations necessitated by sickness and accident.

ARTICLE 10. STRIKES AND LOCKOUTS

The Union agrees that, during the term of this Agreement, there shall be no strike, sympathy strike, stoppage of work, boycott, picketing, diminution, or suspension of work or any other type of organized interference, coercive or otherwise, with the Company's business, and the Company agrees there will be no lockout of covered employees.

If any employee or group of employees represented by the Union violates this Article, the Union, through its International Representatives, will promptly notify such employee or employees in writing of its disapproval of such violation and will take steps to effect a prompt resumption of work. The Company may also require Local Union officers to verbally notify such employee or employees that their conduct is or would be in violation and will take steps to effect a prompt resumption of work. It is understood that the Company shall have the unqualified right to discipline or discharge, in its discretion, employees engaging in, participating in, or encouraging conduct in violation of this Article. Such discipline or discharge shall be final and binding upon the Union and its members and shall in no case be construed as a violation by the Company or any provision of this Agreement. However, an issue of fact as to whether or not any particular employee engaged in, participated in, or encouraged any such violation may be subject to the grievance procedure and/or arbitration.

ARTICLE 11. GRIEVANCE PROCEDURE

- a) The Company agrees to meet and deal with duly elected representatives of committee of the Union on questions of grievances and controversies arising under and out of any interpretation of any of the articles of this Agreement.

The Union for the purpose of furthering representation of its members will elect and the Company will recognize and deal with a Grievance Committee consisting of four (4) members who are chosen in each instance by the local members of the Union.

When an employee's conduct appears to warrant termination, as judged by the Company, he will be suspended pending the Company's final determination which may result in termination or some lesser discipline.

Any employee who feels aggrieved shall file such a grievance not later than four (4) of his regularly scheduled work days after the alleged occurrence and within forty-eight (48) hours in event of discharge.

- b) The procedure outlined below shall be followed in cases where any employee feels aggrieved after attempting to settle the grievance with his supervisor. Where time limitations are specified, it is understood that Saturdays, Sundays, and holidays are not to be counted.

FIRST STEP: Any complaint of an employee shall be taken up by the shop steward, aggrieved party, and the supervisor of the department involved. If the matter is not satisfactorily settled within two (2) days thereafter the complaint becomes a grievance. The supervisor shall then acknowledge by his signature, the receipt of copy of report on the grievance from the aggrieved party or parties and then presented by the shop steward. A date shall be set for the second step within three (3) days from the date of receiving the grievance.

SECOND STEP: The matter shall be taken up between the Grievance Committee, with or without aggrieved employee and representatives of the Company to consider and settle same. A written report of the decision reached at such meeting shall be made by a representative of the Company to the Grievance Committee of the Union within seven (7) days of the joint meeting. If the grievance is not settled in the second step, a date shall be set for the third step within one (1) week from the date of the written report.

THIRD STEP: If grievance is not settled to the mutual satisfaction of both parties by the previous steps, the grievance shall be taken up by representatives of the Union and the Grievance Committee, with or without aggrieved party and representatives of the Company. If no satisfactory settlement can be reached within two (2) days thereafter, then a mutually satisfactory date shall be agreed upon within two (2) weeks for the processing of the fourth step by selecting a mutually satisfactory arbiter, or, in the event an arbiter cannot be agreed upon within the two (2) week period, the Office of Federal Mediation and Conciliation Service shall be asked to submit a panel of arbitrators who are members of the National Academy of Arbitrators. The parties shall select the arbitrator by alternatively striking from such list.

FOURTH STEP: The arbiter agreed upon or selected, as provided in Step 3, shall consider the submitted grievance. The decision of the arbiter shall be final and binding on both the Company and the Union for the life of this Agreement. The fee and expenses of the arbiter shall be borne equally by the Company and Union.

- a) Nothing in the foregoing shall be construed to empower the arbiter to make any award amending, changing, subtracting from or adding to the provisions of this Agreement and/or supplements hereto.
- b) It is understood and agreed that the wage scale, which is part of this contract, shall not be subject to arbitration.

ARTICLE 12. BENEFITS

Union-represented employees shall be eligible to participate in the following benefits and the Company will notify and discuss with the Union of any significant changes, including costs, prior to the implementation.

A. HEALTH AND WELFARE BENEFITS

Union-represented employees will be eligible to participate in the **Flexsys America L.P.** Medical Assistance Plan, Dental Assistance Plan, Life Insurance Plan, Dependent Life Insurance Plan, Dependent Accidental Death Insurance Plan, Accidental Death Insurance Plan, Occupational Accident Death Insurance Plan, Long-Term Disability Plan, Limited Purpose Flexible Spending Account Plan, Healthcare Flexible Spending Account, Dependent Care Flexible Spending Account Plan, Employee and Family Assistance Plan, Long Term Care, Adoption Assistance Plan, Employee Stock Purchase Plan, and Job Related Fatality Coverage, and under the same terms and conditions as offered to all eligible **Flexsys America L.P.** employees and its subsidiaries in the United States. The Company or the plan sponsor shall have the right to amend these plans at its discretion during the term of this Agreement. The Company will notify and discuss with the Union any significant changes, including costs, prior to the implementation.

Notwithstanding anything to the contrary to this Agreement, the Company agrees to continue the Solutia Inc. Short-Term Disability Plan and will increase the weekly benefit to \$780 of each year of Agreement beginning **April 1, 2025**, with new disability claims. **For both the 4th and 5th year of the Agreement, this weekly benefit amount will increase \$50 per year.**

All employees who have completed their probationary period will be eligible to take one (1) paid sick day at their straight-time rate per calendar year.

Notwithstanding anything to the contrary to this Agreement, the Company agrees to the following exception under the Long Term Disability Plan. An employee will be terminated from employment once the employee's disability is deemed either to be total and permanent (any occupation) or exceeds 16 months.

Effective May 1, employees will be eligible for 40 hours of paid and 120 hours of unpaid leave under the Flexsys Parental Leave Policy.

Employees will not be eligible until they have completed 12 months of continued service with the Company.

Requests for Paid Parental leave will be treated the same as the terms for vacation in this agreement.

B. SAVINGS AND INVESTMENT PLAN

Union-represented employees will be eligible to participate in the **Flexsys** Investment Plan and Employee Stock Ownership Plan and under the same terms and conditions as offered to all eligible **Flexsys America L.P.** employees in the United States and the Company or the plan sponsor shall have the right to amend the plan at its discretion during the term of this Agreement, except for the following:

The Company will match 100% to employee's 401(k) account on his/her contributions of up to 7% of eligible pay. Employees will not be eligible for the **Flexsys** Retirement Savings Contribution (RSC).

C. RETIREE PREMIUM REIMBURSEMENT PLAN

All current active employees with ten (10) or more years of service and who are at least fifty-eight (58) years of age will qualify to participate in an employee medical premium reimbursement account for post-retirement medical premium insurance costs. Those qualifying employees, or in the event of their death their legally recognized spouse, will be eligible to have their medical premiums reimbursed up to \$5,000 annually (\$2,500 annually after age 65) and/or until they have reached a lifetime maximum of \$35,000. This Plan will not be provided to new employees after June 30, 2013.

D. ANNUAL INCENTIVE PLAN

Union-represented employees will be eligible to participate in the **Flexsys** Variable Incentive Pay Program if and to the extent **Flexsys America L.P.** offers such a plan to all eligible **Flexsys** employees in the United States.

E. VOLUNTARY GROUP BENEFITS

The Company may provide access to voluntary group benefit plans at group rates at its discretion when possible and competitively priced. Union-represented employees will be eligible to participate in such voluntary benefit plans when and if offered by the Company to all eligible **Flexsys** employees in the United States. These voluntary benefits will be entirely at the employee's cost, but the Company will provide the convenience of payroll deductions for employee premiums.

Except as expressly set forth herein, this Article constitutes the entire agreement between the Company and the Union regarding benefits for the Union-represented employees and there are no other understandings or agreements, written or oral, between them relating to benefits for the Union-represented employees.

ARTICLE 13. COMPLETE AGREEMENT

Upon the effective date of this Agreement, all prior practices, understandings, grievance settlements, arbitration awards, side letters, and any department agreements shall be null and void, whether written or oral. Any new agreements must be in writing and signed by both parties.

ARTICLE 14. TERM OF AGREEMENT

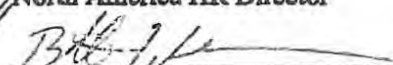
- a) The Agreement shall be and remain in full force and effect from 12:01 p.m., April 30, 2025, to 11:59 p.m., April 30, 2030. The contract will continue from year to year thereafter unless sixty (60) days prior to April 30, 2030, or any year thereafter, written notice is given by either party that the contract:
 - 1. be terminated, or
 - 2. that it is to be opened for negotiations as to any individual article or articles.
- b) If such notice is to negotiate, then joint conference between the representatives of the Company and the Union shall commence negotiations within ten (10) days after said notification and shall continue for the purpose of collective bargaining in an endeavor to reach a revised agreement.
- c) This Agreement when signed by the Company and the Union shall constitute the sole agreement between the parties hereto, superseding all prior agreements except that any agreement decided upon in local negotiations during the term of this Agreement shall be reduced to writing, signed by the parties, and made a part hereof.
- d) Should any section or paragraph of this Agreement be in violation of existing or future enacted statutes of the State or Nation, that section or paragraph shall not be binding on either party nor shall it invalidate the remaining sections or paragraphs of this Agreement.

The parties having met for the purpose of negotiating a collective bargaining agreement, declare that the foregoing represents the sole and complete Agreement between the Company and the Union for the period of 12:01 p.m., April 30, 2025, to 11:59 p.m., April 30, 2030; further, each has had the opportunity to bargain on all issues and matters during the negotiation and that, all other requests and proposals made by each of the parties are waived and withdrawn herewith.

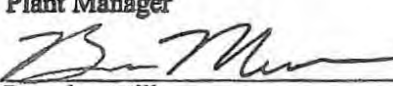
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized Representatives on the 30th day of April 2025.

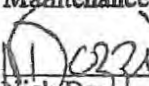
Flexsys America LP.,
Chemical Company/
Monongahela Plant


Joshua Elliott
North America HR Director

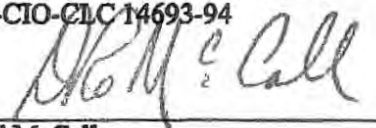

Brittne Williams
HR Manager


Ed Dikum
Plant Manager


Brandon Miller
Maintenance Manager

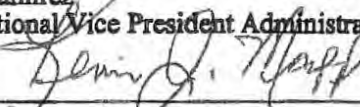

Nick Dozzi
Production Manager

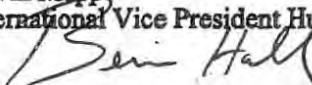
UNITED STEEL, Paper and Forestry,
Manufacturing, Energy, Allied Industrial
and Service Workers International
AFL-CIO-CLC 14693-94


David McCall
International President


Myles Sullivan
International Secretary-Treasurer

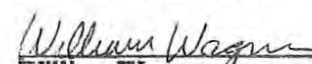

Emil Ramirez
International Vice President Administration

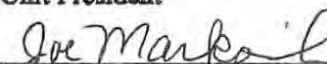

Kevin Mapp
International Vice President Human Affairs


Bernie Hall
Director District 10


James P. Watt
Staff Representative


Bob Alderson
Local 14693 President


William Wagner
Unit President


Joe Markovich, Unit Secretary


Bjorn Sahn, Unit Committee

Appendix A: Wages

General Wage Increases:

	3/24/25	5/1/2026	5/1/2027	5/1/2028	5/1/2029
	4%	3.5%	3.5%	3%	3%
Technician I	\$32.94	\$34.09	\$35.28	\$36.34	\$37.43
Technician II	\$37.73	\$39.05	\$40.42	\$41.63	\$42.88
Operator	\$39.30	\$40.68	\$42.10	\$43.36	\$44.66
2 nd Class Mechanic	\$37.96	\$39.29	\$40.66	\$41.88	\$43.14
1 st Class Mechanic – Multi-Craft	\$40.48	\$41.89	\$43.36	\$44.66	\$46.00
Control Systems Mechanic	\$41.65	\$43.11	\$44.62	\$45.96	\$47.34
Material Handler Start	\$32.94	\$34.09	\$35.28	\$36.34	\$37.43
Material Handler	\$36.17	\$37.44	\$38.75	\$39.91	\$41.11

Shift Differential

Second Shift (12 hr)	\$ 1.43	\$ 1.43	\$ 1.43	\$ 1.43	\$ 1.43
Second Shift (8 hr)	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Third Shift (8 hr)	\$ 1.15	\$ 1.15	\$ 1.15	\$ 1.15	\$ 1.15

- All Technician I employees will automatically be upgraded to the Technician II classification when they satisfactorily meet the qualification requirements.
- All Technician II employees will automatically be upgraded to the Operator classification when they satisfactorily meet qualification requirements.
- The job title formally known as Relief Operator will now be called Operator. All Production Department employees who have not been previously grandfathered will now be required to progress to the Operator classification.
- Additionally, the Parties agree that the functions associated with Operator position will be made available as a preference to the employees of a crew on the basis of seniority. Management retains the right to assign employees to other functions as needed for training or other operational reasons.
- When an employee is forced from Utility to Technician I, the employee forced to work in the Production Department shall maintain his normal rate of pay until he is qualified as a Technician II. This will not apply to an employee who bids from Utility to a Technician classification.

- Advancement through 2nd Class to 1st Class is required within 18 months and consideration for advancement to the Control Systems Mechanic position requires demonstrated advanced skills, knowledge, and education. See Memorandum of Understanding titled Memorandum of Understanding Monongahela Maintenance Skills Program.
- The Company may utilize a Temporary Relief Maintenance Supervisor or Temporary Relief Maintenance Planner as a temporary alternative up to forty (40) days per year by the Company. An Employee may be used more than forty (40) days per year by mutual agreement with the Local Union. This is a voluntary position and will be filled by special selection by management. Employees will remain in the bargaining unit.
 1. The Temporary Relief Maintenance Supervisor or Temporary Relief Maintenance Planner shall receive an additional \$1.00 per hour above the Control Systems Mechanic rate of pay.
 2. The Temporary Relief Maintenance Supervisor or Temporary Relief Maintenance Planner may participate in the hands-on completion of work.

MEMORANDUM OF UNDERSTANDING:
Monongahela Maintenance Skills Program

During the 2013 negotiations, the parties discussed at length the importance of maintaining safe and reliable operations at the Monongahela site. As a result of these discussions, the parties agreed that one of the essential components of a comprehensive site reliability plan is the implementation of a program that will ensure the development and sustainability of relevant craft (Mechanical and Electrical & Instrument) skills necessary to maintain the integrity of OSHA PSM regulated equipment and deliver safe and reliable operations consistent with the needs of the Monongahela site.

The parties further agree that communication and teamwork are essential to the success of this program. Management will coordinate periodic meetings with craft persons to identify, discuss and review opportunities for improvements to this program as well as other reliability improvement efforts at the site.

Production or Utility Progression to Maintenance:

Hourly staff currently in non-maintenance roles who wish to progress into Maintenance as skilled craft persons in the future are expected to develop relevant Maintenance skills and knowledge in advance of any bid on their own time.

Mechanical and Electrical knowledge and skills can be developed through Company approved courses (one example is the CCAC Mechatronics Certificate) and hands on training within the Maintenance department assisting qualified Mechanics and/or Electricians.

Progression 2nd Class (Trainee) to 1st Class (Qualified):

2nd Class Mechanics (Trainee) must progress to 1st Class Mechanic (Qualified) within 18 months by successful completion of Company approved training and demonstration of required skills during day to day work.

2nd Class Mechanics will be awarded incremental wage increases provided they maintain satisfactory progress and performance during the training period, as follows:

- a) 25% of differential to 1st class rate after 1/4 of the required training is successfully completed.
- b) 50% of differential to 1st class rate when 1/2 of the required training is successfully completed.
- c) 100% of 1st class rate at successful completion of Company approved training and demonstration of required skills at the 1st Class level.

A 2nd Class Mechanic in training will be restricted from bidding on jobs until he/she has performed as a 1st Class Mechanic for 5 years.

A 2nd Class Mechanic who fails to pass a training course will be required to retake the course. Failure to pass a training course a 2nd time will result in disqualification.

A 2nd Class Mechanic who fails to achieve the 1st Class Mechanic classification within the 18-month time frame will result in disqualification unless circumstances beyond their control prevented timely progression. Management will evaluate an extension to the training period on a case by case basis.

Progression 1st Class (Qualified) to Master (Advanced):

1st Class Mechanics who wish to develop advanced skills and knowledge and be rewarded as a Control Systems Mechanic may volunteer to attend Company approved advanced training.

The Company will determine the suitability, number and timing of candidates to enroll in the Control Systems Mechanic program. Suitability will be determined by demonstration of skills at the 1st Class level, demonstrated initiative to develop advanced skills and knowledge as well as behaviors as detailed in Flexsys' Guiding Documents.

Control Systems Mechanic candidates will be awarded incremental wage increases provided they maintain satisfactory progress and performance during the training period, as follows:

- a) 50% of differential to Control Systems Mechanic class rate when the required training is successfully completed.
- b) 100% of Control Systems Mechanic rate at successful demonstration of required skills and behaviors.

1st Class Mechanics who do not complete Control Systems Mechanic training within 24 months or fail to maintain their skills and knowledge at the Control Systems Mechanic level will be provided the opportunity to retain their 1st Class Mechanic classification

unless circumstances beyond their control prevented timely progression. Management will evaluate an extension to the training period on a case by case basis.

1st Class Mechanics who begin Control System Mechanic Training will be prevented from bidding on any other job for 5 years.

Assessment and Enhancement Process for 1st Class Mechanics:

The parties agree that knowledgeable, empowered and skilled employees are their best asset to maintain safe and reliable operations at the Monongahela site. The parties further agree that an investment in its workforce is essential to a successful operation. Toward this end the Company will assess the current skill level of all mechanics periodically to identify any gaps in skill, knowledge, and work execution to assure world class performance. These assessments may include written or practical tests, feedback from each craft person and observation of day to day work performance. Once identified, retraining and enhanced training will be part of a regular program to improve and maintain the skill level of all employees. All mechanics will be expected and required to participate in this program for the successful operation of the facility.

Program Administration:

The Company will pay wages, travel costs and course fees necessary for Mechanics to complete required training.

MEMORANDUM OF UNDERSTANDING:
Maintenance Shutdown Agreement

During plant shutdowns for maintenance turn-around only, employees who are temporarily assigned to perform semi-skilled maintenance work and/or otherwise assist with maintenance functions from the classification of Material Handler and/or Technician II shall receive the Mechanic 2nd Class rate of pay, as established in the Collective Bargaining Agreement. This is a temporary assignment for the duration of the assignment during shutdown and will not be construed as a change in regular pay rate, job classification, and/or classification. This Memorandum is not intended to and shall not be construed to limit or otherwise affect the provisions of the Collective Bargaining Agreement concerning Productive Maintenance set forth in Article 7, Miscellaneous j1, or the Company's established practices thereunder.

MEMORANDUM OF AGREEMENT

Article 5 – Vacation
JUNE 30, 2016

In the event that Flexsys America L.P. ("the Company") becomes subject to any federal, state, county, or city law or regulation that requires the Company to provide employees subject to the Collective Bargaining Agreement between the Company and the United Steel, Paper and Forestry,

Manufacturing, Energy, Allied Industrial Service Workers International AFL-CIO-CLC Local 14693-94 ("the Agreement") paid time off from work for sick leave (including, without limitation and by way of example, illness, injury, care, treatment, or medical appointments of the employee or the employee's family member), domestic violence leave, and/or similar reasons ("sick leave law"), the Company shall be permitted to adopt, as of the effective date of such sick leave law, a policy that relies, in whole or in part, on vacation time granted under Article 5 of the Agreement as the means of providing employees with paid time off from work required by the sick leave law, to the extent that such reliance is permitted by the sick leave law. Such policy will not alter grants of vacation under Article 5 of the Agreement, and the Company will only rely on such vacation time grants to the extent necessary and permissible to provide the allotment of paid time off required by the sick leave law. In addition, such policy will modify the terms and conditions of use of the portion of the vacation time allotment relied upon in the policy, to the extent necessary to comply with the sick leave law.

MEMORANDUM OF UNDERSTANDING:
1st Class Mechanic Wages

It is understood that the 1st Class Mechanic Multi-Craft wage rates in this collective bargaining agreement reflect the rate for fully qualified 1st Class Mechanics as outlined in the Notice of Staffing Change issued on April 02, 2018. Current 1st Class Mechanics who are not fully qualified because they have been grandfathered will be paid \$1.00 per hour less than the listed 1st Class Mechanic Multi-Craft wage rate through the life of this agreement. Current 1st Class Mechanics who are not fully qualified because they have not fully completed training and are not grandfathered will be paid as follows:

- 1st Class Mechanics who have completed less than one (1) year of the required training program will be paid \$1.00 per hour less than the listed 1st Class Mechanic Multi-Craft wage rate.
- Mechanics who have completed one (1) year or more of the required training program will be paid \$0.50 per hour less than the listed 1st Class Mechanic Multi-Craft wage rate until fully qualified.
- Should a 1st Class Mechanic not fully qualify within 24 months, their rate of pay will be adjusted to \$1.00 per hour less than the 1st Class Mechanic Multi Craft
 - 1st Class Mechanics who fail to qualify within 24 months may request additional time to qualify. Additional time will be considered on a case-by-case basis at Management's discretion.
 - Additional time to qualify will only apply to on-the-job training. No classroom retraining will be granted without express permission from the Plant Manager.