A G R E E M E N T

WASHINGTON PENN PLASTIC CO., INC.

V-BAT DIVISION

and

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION.
AFL-CIO-CLC ON BEHALF OF
LOCAL14693 -AD

Effective August 28, 2024 through September 2, 2027

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A G R E E M E N T

THIS AGREEMENT, made and entered into this 28th day of August, 2024 is by and between
Washington Penn Plastic Co., Inc., V-BAT Division (herein called the "Employer" or the "Company")

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION. AFL-CIO-CLC; on behalf of LOCAL14693 –AD (herein called the "Union").

WITNESSETH

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

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

ARTICLE 1 - INTENT AND PURPOSE

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

Section 2. It is mutually understood that the following terms and conditions relating to the employment of workers covered by this agreement have been decided upon by means of collective bargaining and that the following provisions will be binding upon the company and the union during the term of this agreement and any renewal thereof. This agreement during its life may be modified only by mutual written consent of the parties hereto. The provisions of this agreement shall be subject to any federal and state legislation, regulations or specifications.

ARTICLE 2 - UNION RECOGNITION AND NON DISCRIMINATION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining in regard to wages, hours and other terms and conditions of employment for all production and maintenance employees at the

Employer's Washington, Pennsylvania facility, excluding all other employees, all office clerical and technical employees, guards, professional and confidential employees and supervisors as defined in the Act.

Section 2. This Agreement shall be binding upon the successors and assignees of the parties hereto, and no provision, term or obligation contained herein shall be affected, modified, altered or changed in any respect whatsoever by any change in the regular status, ownership or management of either party hereto. If the Company shall move its present operation to another location, all members of the bargaining unit shall be given the opportunity to transfer to the new location.

Section 3. Non-Discrimination - No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall discriminate for or against any employee or applicant for employment covered by this Agreement on the basis of race, color, religion, sex, national origin, age, marital status, physical or mental handicap, disability or any other reason prohibited by applicable federal and/or state law.

Section 4. The Company will notify the Union of the date, place and time of pre-arranged new-hire orientation sessions. The Union shall have thirty (30) minutes at a meeting at the plant to address the new hires within the new employee's first week of employment at the plant. These hours will count as hours worked, and will be compensated.

ARTICLE 3 - UNION SHOP AND CHECK-OFF

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

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

ARTICLE 4 - MANAGEMENT RIGHTS

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

Section 2. Sub-contracting – It shall be the general policy of the Company not to contract any work which is ordinarily and customarily done by its regular employees. However, in the event the Company determines that certain jobs or departments are no longer cost effective, then the company has the full right to contract to the outside. However, prior to such sub-contracting, the Company agrees to meet with the Union's International Representative to disccuss the work which is to be subcontracted. Such a meeting shall not be required if the work in question has an estimated value of less then $7,500 and/or is of an emergency nature required to assure the ongoing operations of the plant.

ARTICLE 5 - GRIEVANCE PROCEDURE

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

Section 2. Any grievance arising between the Company and the Union or an employee represented by the Union shall be settled in the following manner:

FIRST STEP: All grievances shall be raised orally in the first step within ten (10) days from the occurrence of the event about which the party is grieving. All grievances shall be taken up by the grieving party and his immediate foreman representing the Employer in the first instance, and they shall endeavor to arrive at a settlement of the dispute. The Employer, through its foreman, shall give its oral answer to said dispute within four (4) working days from the day the grievance is first presented.

SECOND STEP: In the event no agreement is reached in the First Step, the aggrieved party may within six (6) working days from the date of the Employer's First Step answer reduce the grievance to writing and present it, in triplicate, to the Employer's Plant Manager, or his designee. The Local Union Grievance Committee and Plant Manager, or his designee, shall discuss the grievance within five (5) working days from its presentation to the Second Step, and an answer in writing by the Employer shall be made in the Second Step within three (3) working days from the Second Step meeting, with copies to the Local Union

Grievance Committee and a Representative of the Union's District Office.

THIRD STEP: In the event no agreement is reached in the Second Step, the Representative of the District Office may within fourteen (14) working days from the date of the Second Step answer, appeal the grievance to the Third Step which shall consist of a meeting between the Union's full-time District Officer and the Employer's Vice President or other authorized representative. The District Officer and Employer representative shall discuss the grievance within five (5) working days from its referral to them; and an answer in writing shall be made by the Employer in the Third Step within three (3) working days from the Third Step meeting.

FOURTH STEP: In the event no agreement is reached in the Third Step, either the Union or the Employer may upon written notice to the other, appeal the grievance to arbitration within ten (10) working days from the date of the Third Step answer. The parties shall then promptly attempt to mutually agree upon an impartial arbitrator within five (5) working days after the notice of appeal to arbitration. If the parties are unable to so mutually agree upon an impartial arbitrator, then the Employer and the Union shall request the Federal mediation and Conciliation Service to submit a panel of seven (7) names of suggested arbitrators. The parties shall then select the impartial arbitrator from such list by each party alternately removing one name from the list until but one name remains.

Section 3. The grievant shall have the right to be present at each step of the grievance and arbitration procedure.

Section 4. The decision of the impartial arbitrator shall be final and binding on the parties and on any employees involved. Further, any mutual settlement between the authorized representatives of the Employer and Union or grievant at any step of the grievance procedure shall be final and binding on all parties, including the grievant. Further, if no appeal is filed within the prescribed time limits from any step of the grievance procedure to the next, the grievance shall be considered by the parties to have been dropped. If the Employer fails to answer said grievance in the time limits prescribed the grievance will be awarded without precedent and/or prejudice.

4.1. The arbitrator selected to hear the dispute shall not have any power to add to, subtract from, alter, change or modify any terms of this Agreement. Said arbitrator must issue a decision in the case within thirty (30) calendar days after oral closing of the case or receipt of written briefs by the parties.

Section 5. All fees and expenses incident to the services of the arbitrator shall be paid equally by the Employer and the Union, this will include the hearing room. The parties will be responsible for the expenses incurred by their respective witnesses. In the event one party wishes to have the testimony transcribed, either party may receive a copy of the transcript and will be responsible for such costs.

Section 6. Extension of the Time Limits – Extension of days to answer or move a grievance may be extended by mutual agreement.

Section 7. Investigation of a Grievance- Union committee person(s) must obtain the permission of their supervisor before investigating a grievance during work time. Such permission will not be unreasonably withheld.

ARTICLE 6 - WAGE, HOURS AND WORKING CONDITIONS

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

Section 2. Shifts are as follows:

8-Hour Rotation
First (Day) Shift: 7:00 am to 3:00 pm
Second (Afternoon) Shift: 3:00 pm to 11:00 pm
Third (Midnight) Shift: 11:00 pm to 7:00 am

12-Hour Rotation
3-4 day schedule with 7 consecutive days off

(Any extension of other departments into the twelve (12) hour rotating schedule will be by mutual agreement of the parties)

Section 3. No Work Guarantee - This Article 6 is intended to define hours of work and overtime pay rights, but shall not be considered as a guarantee of hours of work per day or per week, or of days of work per week.

3.1 Workweek Defined - Other than jobs which are working on a continuous operation basis { around the clock or on a six (6) or seven (7) day scheduled basis}, the regular work week shall consist of five (5) consecutive workdays, forty (40) hours, Monday through Friday. On continuous operation jobs, the regular work week shall be forty (40) hours and the employee's weekly work schedule may commence on other than Monday. Employees on such continuous operation jobs shall be assigned to any five (5) consecutive days, the two (2) remaining days to be two (2) consecutive twenty-four (24) hour periods which are to be considered their regularly assigned days off duty. However, the Employer shall expressly have the right to split employees' work weeks as needed to insure continuous production.

3.2 Workday Defined - The regular workday shall consist of eight (8) hours with twenty (20) minutes meal time which shall be on working time. However, the Employer shall expressly have the right to split employees' daily work shifts as needed to insure continuous production.

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

4.1. Eight (8) Hour Shift - Employees shall be paid at the rate of time and one-half (1-1/2), i.e., straight time plus half time, for all hours worked in excess of eight (8) hours per day;

Twelve (12) Hour Shift – Employees shall be paid at the rate of time and one-half (1 ½), i.e., straight time plus half time, for all hours worked in excess of twelve (12) hours per day;

4.2. Employees shall be paid at the rate of time and one-half (1-1/2), i.e., straight time plus half time, for all hours worked in excess of forty (40) hours per week;

4.3. There shall be no pyramiding of overtime.

Section 5. Premium Pay - A premium of three (3) dollars ($3.00) per hour shall be paid for all hours worked on Sunday. Such premiums will be added to the base rates for any overtime calculations.

Section 6. Holiday Pay - Where a holiday falls within an employee's work week, the holiday shall be considered as a day worked for purposes of determining overtime pay in that work week.

Section 7. Overtime Scheduling - The Company has the right to require employees to work overtime as may be necessary to meet operating requirements. In the event overtime is scheduled, the supervisor of the department will assign overtime in accordance with the policy. For weekend overtime on a 5-day schedule (Monday through_Friday), employees will be notified by end of day Wednesday, preceding the weekend, if they were not previously scheduled; and for daily overtime, it will be voluntary. Employees will be notified of overtime work as set forth above.

7.1. The parties recognize, however, that emergency situations (i.e., anything that impedes production) may occur which prevent such notice. If this occurs the Company must inform the Union of such emergency situation that prohibited them from making such notification.

Section 8. Overtime Policy – In the case of scheduled overtime, the employee with the greatest length of continuous service, and who is able and qualified to perform the work will be given preference. However, in the case where overtime is required and no employee volunteers, the Company will mandate overtime to the qualified employee(s) in accordance with the Overtime Letter of Agreement. Employees will not be scheduled to work any days off prior to or after a scheduled vacation, but can continue to work said days off voluntarily.

Section 9. Injury at Work - An employee who suffers an injury arising out of and in the course of his employment and is required to leave the plant premises will be paid from the time of his injury to the end of the shift on the day of such injury, plus ambulance service, if necessary. If an employee is injured during the course of an overtime period, he will be paid to the end of the scheduled overtime period.

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

Section 11. Assignment Change - An employee who is assigned to work in a higher classification shall receive the rate of pay for such higher classification for the hours he so works. However, if an employee is assigned to work in a lower classification, he shall nevertheless be paid his regular rate of pay for such hours of work. For purposes of this provision, the employee's classification shall be determined on a daily basis as that classification for which he is scheduled to work on each given day, regardless of the job classification in which he is otherwise classified for any other purpose under this Agreement.

Section 12. Breaks - Eight (8) Hour Shifts - The regular workday shall consist of eight (8) hours with a twenty (20) minute mealtime close to the mid-point of that employee's shift as possible, which shall be working time. Ten (10) minutes breaks, consisting of two (2) per shift, will be given in a way so as not to disrupt production.

Twelve (12) Hour Shifts – Employees will be provided with two (2) 30 min. breaks per 12-hour shift. Breaks to be spaced as evenly as is practical through the work period. The first break will be between the third (3rd) and fifth (5th) hour and the second break will be between the seventh (7th) and ninth (9th) hour as not to disrupt production.

Section 13. Absentee Policy – Eight (8) & Twelve (12) Hour Shift:

Eight (8) Hour Shift:	Twelve (12) Hour Shift:	Discipline Level:
6 Occurrences	3 Occurrences	Verbal Warning
7 Occurrences	4 Occurrences	Written Warning
8 Occurrences	5 Occurrences	Final Warming
9 Occurrences	6 Occurrences	Termination

All absences, an entire assigned shift or part of an entire assigned shift, shall count as an occurrence (i.e. one day missed). Doctor's slips of five (5) days or less will be counted as an occurrence for the first two (2) doctor slips received in the year. Doctor's slips shall not be accepted as an excused absence, unless presented to the employer on the same day the employee returns to work. After two (2) doctor slips have been used, all subsequent days missed shall count as an occurrence (i.e. one day missed is one occurrence, two days missed is two occurrences, etc.) All doctor appointments shall be scheduled during non-working hours, if possible.

Family Medical Leave, Short Term Disability, Worker's Compensation, approved leaves of absences, Holiday Time, Paid Personal Time Off, Floating Personal Holidays, Union Business, Vacation Days and/or Excused Absences without pay will not count as an occurrence towards the application of this attendance policy.

Occurrences (listed in the Absentee Policy) are counted on a calendar year basis, January 1st through December 31st. Effective January 1 of each year, the employee's occurrences from the previous calendar year will be zeroed out, unless in the cumulative absenteeism.

There is a fifteen (15) minute unpaid grace period at the beginning of a shift provided that this grace period is not being abused as determined by the company.

Anytime a co-worker and a supervisor mutually agree that coming in late or leaving early would not be a problem or result in added cost to the Company, such may not be counted as an occurrence against the co-worker. The absenteeism slip should note: with permission. It is the responsibility of the co-worker to make sure this is noted on the slip. Granting a co-worker permission to leave early or come in late is at the discretion of the Company.

<u>Cumulative Absenteeism</u> (8 Hour & 12 Hour Shift):

The following schedule shall apply in any given year when an employee reaches the final warning threshold. Any employee not reaching the final warming threshold in a calendar year will start the next calendar year (1/1) at zero occurrences.

All days missed in the cumulative absenteeism count as an occurrence. No doctor's slips are permitted.

<u>8-hour shift:</u>

If an employee reaches 15 occurrences in second year said employee shall receive a final warning, the next occurrence shall be termination.

If an employee reaches 21 occurrences in third year said employee shall receive a final warning, the next occurrence shall be termination.

In the fourth and any subsequent years, if an employee reaches 25 occurrences, he shall be terminated. However, in the event an employee during the fourth and any subsequent years, has a calendar year in which his occurrences are two (2) or less, he shall start the next calendar year on January 1st at zero occurrences.

12-hour shift:

If an employee reaches 9 occurrences in second year said employee shall receive a final warning, the next occurrence shall be termination.

Employees with less than 7 occurrences will zero out the next year.

If an employee reaches 11 occurrences in third year said employee shall receive a final warning, the next occurrence shall be termination.

Employees with less than 9 occurrences will zero out the next year.

If an employee reaches 13 occurrences in fourth year said employee shall receive a final warning, the next occurrence shall be termination.

Employees with less than 11 occurrences will zero out the next year.

If an employee reaches 15 occurrences in fifth year said employee shall receive a final warning, the next occurrence shall be termination.

Employees with less than 13 occurrences will zero out the next year.

All Employees shall have their occurrences reduced by one (1) upon ratification of this Agreement, with the understanding that 2024 occurrences will continue to apply to the Attendance Incentive Plan.

Section 14. Personal Unpaid Time-Off Program – Personal Unpaid Time Off was removed from this Agreement by the parties as a result of the 2018 Contract Negotiations, and all such absences are now covered in Section 13.

Section 15. One Day Vacation Substitution – It is recognized as a policy of the Company, that the employees in the V-BAT Division may substitute one (1) day of vacation for an un-excused absence once per calendar year. The vacation day will be paid according to the provisions of the contract. The employee must notify his supervisor by the end of the pay period in which the absence occurred of his intent to substitute a vacation day. The substituted vacation day will not count as an occurrence against the employee's absentee record. An employee can only substitute one (1) vacation day, one (1) time per calendar year. This day cannot be used to qualify as a day before or day after a holiday in order to receive holiday pay.

Section 16. Progressive Discipline – In the exercise of its rights set forth in Article 6, management agrees it will discipline employees based on just cause and progressive discipline. In issuing such discipline, the Company shall not consider in determining the severity of the discipline, any prior discipline imposed more than 18 months prior to the latest disciplinary event:

First Offense -	Receives a Verbal Warning
Second Offense -	Receives a Written Warning
Third Offense -	Receives a Two (2) Day Suspension

Fourth Offense - Receives a Three (3) Day Suspension with or without discharge

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

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

Major Violations: Employees may be suspended or terminated

1. Violation of the Drug & Alcohol Policy (Appendix E)
2. Theft of Company or co-worker property
3. Serious, flagrant violation of Safety Rules
4. Racial, sexual, or any other form of unlawful harassment
5. Fighting, disorderly conduct, or any other illegal or immoral conduct
6. Release of confidential information
7. Falsification or alteration of company records
8. Violation of the Zero Tolerance Policy (Appendix F)
9. Falsification, omission or misrepresentation of employment records, qualifications or experience.
10. Intentional damage to Company property or equipment, careless and reckless operation of Company vehicles or equipment
11. Illegal or hazardous materials in lockers, desks or work areas. Attempting to tamper with or enter another employee's locker, desk or personal items
12. The possession of firearms or other weapons on Company property
13. Insubordination: failure to follow reasonable instruction from supervisor

14. Violation of internet or e-mail policy for the specific purpose of using for personal business or immoral purposes
15. Tampering with or scanning another employee's time badge or allowing anyone to scan yours
16. No call/No show for three (3) consecutive working days without notification to the Company, unless the employee cannot notify the company because of a proven physical disability or act of God
17. Sleeping on the job
18. Walking off the job or leaving work without permission from a Supervisor

Section 17. Attendance Incentive Plan – The company values those employees who can reliably meet their designated schedule. For those reliable employees the Company will pay an Incentive Attendance bonus for superior attendance as follows:

- Two thousand five hundred dollars ($2,500) to any employee who has zero (0) attendance occurrences.
- One thousand ($1,000) to any employee who has one (1) attendance occurrence

For the purpose of the attendance incentive, excused absences up to five (5) days with a doctor's note that are taken as one (1) vacation or personal day will qualify for this incentive. Employees may only apply this provision twice in a calendar year for the application to this incentive plan.

Section 18. Longevity Premiums - A premium of one-dollar ($1.00) per hour shall be added to the employee's rate of pay, as defined in Appendix A, for those employees who have reached fifteen (15) years or more of company service and who work in a position other than Assistant Operator.

ARTICLE 7- SENIORITY

Section 1. Seniority Defined - Seniority is defined as the length of an employee's continuous service with the Company. In all cases of promotions, filling vacancies which may occur, manning new work operations which are created, and increases in forces, as well as in all cases of demotions, abolishment of work operations, and decreases in forces (layoffs), the employee with the greatest length of continuous service, and who is both physically fit and has the ability to perform the work operation in question, shall be given preference to acquire a job or retain a job or replace another employee on a job, as the case may be. Only when the factors of physical fitness and ability to perform the work are relatively equal, shall length of continuous service govern.

Section 2. New employee - It shall also be a condition of employment that each employee successfully complete one hundred and twenty (120) calendar days, or 730 hours, as their probationary period. An employee can be released prior to the completion of the one hundred and twenty (120) calendar day period or 730 hours, whichever comes first, and the Union agrees not to grieve the termination unless for reasons of discrimination under Article 2, Section 3 of this Agreement.

A new employee shall have no continuous service during an introductory period of ninety (90) calendar days after which continuous service (seniority status) shall be granted dating from the first day of employment.

Section 3. Loss of Seniority and Termination of Employment - An employee's seniority will be broken by the following:

3.1. Voluntary quitting;

3.2. Discharge for just cause;

3.3. Absence from work due to layoff for a period of two (2) years;

3.4. Fails to report back to work within three (3) working days, or seven (7) working days if seeking a second opinion, when recalled to work after termination of disability or illness. (It is the responsibility of the employee to keep Management aware of his status.

3.5. Failure to report back to work within seven (7) calendar days when recalled to work during the layoff period and is notified either in writing, such written notice to be sent by registered mail or certified mail with return receipt requested to the employee's last known address on file with the Company, or by verified telephone call, such call to be made to the employee.

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

Section 4. To protect his seniority, each employee will keep the Employer informed of his current home address and telephone number. At the time of layoff, such employee will be given an opportunity to write his name and address over his signature on a Company form furnished for that purpose, and he will receive a copy of such form.

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

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

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

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

5.4. The Management of the Company reserves the right to grant voluntary layoff to employees on an individual basis. No employee request shall unreasonably be denied.

ARTICLE 8 - JOB POSTING, BIDDING AND TRANSFERS

Section 1. Posting of Jobs - When a job vacancy occurs in any classification, the Company will post a notice on the bulletin board giving all employees an opportunity of making application for the job by signing the Job Posting Notice.

1.1 Procedure - Said notice shall be posted for a period of Ten (10) days, exclusive of Saturdays, Sundays or holidays. The Job Posting Notice will show the classification and rate of the job vacancy. All posted vacancies shall be filled by the senior bidder, subject to the requirements of physical fitness and ability to perform the work, within ten (10) days unless extended by mutual agreement with the local union.

1.2 Once an employee bids on the job, said employee will not be permitted to bid back to the job from which he has just bid, for a period of 30 calendar days.

1.3 If there are no bidders, the Company shall assign the least senior Assistant Operator in the plant to that bid. The incumbent shall be held until the assigned Operator is fully trained and qualified, not to exceed ninety (90) days, without mutual agreement with the union.

Section 2. Any employee who is awarded a job under this procedure will be given a maximum of sixty (60) calendar days to demonstrate his qualifications to properly and fully perform the job bid on. The employee reserves the right to disqualify himself from the job bid during this time period, and will be returned to his previous held bid job. If the employee is taken off the job before or at the end of the qualification period for unsatisfactory performance, he shall return to his previous job.

The Union agrees that the Company has the right to disqualify an employee from a job for unsatisfactory performance. In an attempt to provide a more structured and documented system of disqualification, the Company is willing to meet and discuss with the Union the circumstances of an employee showing unsatisfactory work performance in his new job bid. The Company and Union mutually agree to a sixty (60) calendar day training period with progress reports to be given to the employee.

Section 3. Returning to Work - An employee who is unable to sign a Job Posting Notice because absent on vacation during the posting period or absent for any other compensable reason shall, on his return to work, if more senior than an employee who has bid and received any job, be given the same trial period right to acquire the job as is described herein above, despite not having formally signed the Job Posting Notice.

Section 4. When a job has been awarded to an applicant, a notice shall be posted on general plant bulletin boards advising all employees of the job assignment with a copy of the signed bid sheet being given to the successful applicant and the Union Official.

Section 5. Temporary Assignment

5.1. Temporary Assignments - Temporary assignments, defined as those not in excess of six (6) months, will be made when a vacancy occurs and where management determines the need to fill the vacancy exists. In making such assignments, in accordance with efficient operations of the plant, the assignment will be offered to the most senior qualified available employee. In the event the most senior qualified available employee refuses the offer, the least senior qualified employee must perform the job. An employee who is transferred temporarily for the convenience of the Company to a lower rated job will be paid his regular bid rate.

5.2. Temporary Postings - A temporary posting will be made after six (6) months. The successful bidder will be subject to the promotion provisions of this Section and will be paid the rate of the posted job. If there is no successful bidder, the Company may fill the opening with the least senior qualified and available employee in the plant. This employee will not have the option of refusing, but must accept the assignment, and will be paid the rate of the posted job.

5.3. The employee who was off due to sickness, disability, leave of absence or other legitimate reason, shall claim his job when he is able to return to full duty.

5.4. Employees who have given long and faithful service to the Company and who have become unable, because of physical or other reasons, to perform the work to which they are regularly assigned, shall be given preference to such light work as they are able to perform, if available. In the event such work is at a lower rate of pay, then the employee transferred shall receive the job rate to which he is assigned. Older employees cannot bump bid job holder to take lighter duty job.

5.5. Employees who hold a Temporary Bid are eligible to exercise their bidding rights if a Permanent Job should become available without restrictions.

Section 6. Seniority List - The Company shall furnish the Union a list of all employees, giving their seniority rating under this Section. Such list shall be reviewed by the Company and Union periodically and a revised list given to the Union upon request.

ARTICLE 9 - STRIKE AND LOCKOUTS

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

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

Section 3. Union Responsibility in case of Interruption – In the event of a work stoppage or any other interference with the Company's business in violation of the Agreement, the Union, immediately upon being notified of the violation, will exert its best effort, in good faith through all of its appropriate officers, representatives, and stewards, to cause the employees involved to return to work and cease interference, including, but not limited to, notifying the employees in writing that their action is not authorized by the Union and is in violation of this Agreement and advising the employees to return to work.

ARTICLE 10 - LEAVE OF ABSENCE

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

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

Section 3. Types of Leaves

3.1 Personal - The Company in its sole discretion, may grant a leave of absence without pay for any reason deemed acceptable to the Company for a period not to exceed thirty (30) calendar days or in accordance with Federal and State Law, which ever is less. An employee may request and the Company may grant in its discretion, an extension of such leave by making written application therefor five (5) days prior to the expiration of the original leave and supported by appropriate reasons. The maximum cumulative leave under this paragraph shall be three (3) months.

3.2. Armed Forces - Leaves of absence shall be granted to employees in accordance with Federal Law. Military Service - The Company shall advise each employee who applies for re-employment after conclusion of his military service with the United States, such re-employment rights as he shall be entitled to under then existing military service of the United States has qualified for a vacation in the year of such entrance and who has not received a vacation or vacation allowance shall then be granted such allowance, provided, however, that a volunteer shall have given fourteen (14) days' notice of intention to enlist.

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

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

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

3.6. Family and Medical Leave - Full time employees may, with proper certification, take an unpaid leave of absence of up to twelve (12) weeks in any twelve (12) month period for (a) the birth of their child during the first twelve (12) months following birth, (b) receiving placement of a child for adoption or foster care during the first twelve (12) months after placement, (c) to provide necessary care for a spouse, child, or parent who has a serious health condition, and (d) where an employee's own serious health condition renders him or her unable to perform his or her job functions. This leave shall be in accordance with federal law. Employees certified for an intermittent FMLA leave will be required to first use one (1) week of vacation time in conjunction with an intermittent FMLA leave that is taken with less than twenty-four hours' notice to the Company. Employees are to give at least (30) days advance notice of such leave when the leave is foreseeable and otherwise as much notice as possible. The Company will comply with all other applicable provisions of the Family and Medical Leave Act, and also has the right to exercise all other options, privileges and powers available to it under the Family and Medical Leave Act. An extension of FMLA leave will be granted at the discretion of the Company after the first 12 weeks of FMLA has been exhausted. Such extensions of leave will not be unreasonably denied. The Company will consider such factors as performance, absenteeism, and the future duration of the serious illness or health condition (FMLA qualifying condition). Said extension of leave shall be without pay or benefits and in no circumstances will the FMLA leave be extended for more than an additional 3 months. If an employee is receiving short term disability benefits, any resulting leave of absence shall be considered as, and run simultaneously with his FMLA leave. However the Company agrees that an employee may not be terminated during any period in which he is receiving short-term disability benefits. No employee will be asked to apply nor forced to accept FMLA leave while on Workers Compensation.

3.7. Union business- A leave of absence for the purpose of accepting a position with the international or with the local union shall be available to a reasonable number of employees. Each leave is to be granted at the discretion of the employer, such permission is not to be unreasonably denied. Such leave of absence shall be for a period not to exceed one term in office, (3 years) and may be renewed for a future period by written mutual consent. In the event the member wishes to participate in multiple opportunities, the member shall request a separate leave of absence for each event. During the leave of absence the employee shall continue to accrue seniority and shall not be broken with the Company. Employees wishing to be reinstated with the Company shall give written notice thirty (30) calendar days prior to reinstatement and shall be reinstated by the terms of the Agreement at that time. All dues and wages for such employee shall be paid by the International or Local Union. Any compensation for medical or pension benefits for such employee shall be paid by the Union, directly to the Company, if accessible.

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

ARTICLE 11 - GENERAL PROVISIONS

Section 1. Bulletin Board - The Employer agrees to install a bulletin board to be used exclusively by the Union provided materials placed on the bulletin board are strictly confined to matters relating to Union business, and provided further that such materials must be approved by the Employer prior to placement on the board.

Section 2. Plant Visitation - Business Representatives of the Union shall be admitted to the plant of the Employer at any time during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties hereto or shall be so admitted to the plant or office of the Employer for the purpose of assisting in the adjustment of complaints or grievances, provided prior notification of at least twenty-four (24) hours is given to the Employer, except in cases of safety and health grievance meetings where no prior notification shall be required.

Section 3. Gender Clause - Whenever any words herein appear in the masculine they shall be construed as though they appear in the feminine except where the context clearly requires otherwise.

Section 4. Working Days - For the purpose of determining notification or bidding periods, whenever the term "working days" appears, it shall be construed as those days exclusive of Saturday, Sunday and Holidays.

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

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

Section 7. Summer Help – When business conditions permit there shall be the opportunity to use a family and friends program for a period no longer than 12 weeks during the period from May 15th – September 15th. Prior to implementing the program each year, there will be a meeting between the union and management to discuss the work the family and friends will perform and their associated schedule. First priority of hiring the family and friends will go to the employees from VBAT and then extended to other Washington Penn Plastic employees as required. Family and friends will not operate extrusion processes or perform complex maintenance operations but may perform simple assistant operator work or distinct work such as painting or facility improvement opportunities. The intent of this program is to assist with facility improvement opportunities, prevent mandating overtime, and allow family members employment opportunities for the summer months. The Company shall not utilize Summer Help if the employees in the bargaining unit are on a reduced work week or layoff.

ARTICLE 12 - NON-UNIT COMPANY EMPLOYEES

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

1.1. Experimental work;

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

1.3. Work required by emergency conditions which if not performed might result in interference with operations, bodily injury, or loss or damage to material or equipment.

If non-bargaining unit employees or supervisors perform work other than as permitted hereunder and the employee or employees who otherwise would have performed such work can be reasonably identified, the Company shall pay such employee or employees the applicable wage rate for the time involved or for two (2) hours, whichever is greater.

Section 2. Promotion - In the event that an employee covered by this Agreement is promoted to a position not covered by this Agreement, the employee shall maintain his seniority as accrued at the time of his promotion, plus time spent in the position up to sixty (60) calendar days following his promotion. Those employees would relinquish all seniority rights after the sixty (60) Calendar days.

ARTICLE 13 - REPORTING AND CALL-IN PAY

Section 1. An employee who reports for scheduled work shall receive at least four (4) hours' work, or in the event such work is not available, shall receive pay to compensate the employee for the equivalent of four (4) hours' work at his regular rate. For purposes of this provision, an employee's regular rate shall be determined on a daily basis consistent with Article 6, Section 4 of this Agreement.

Section 2. Reporting Off - It is general policy, when an employee is unable to work, he shall report off at least one (1) hour before he is scheduled to work. When an employee has been off for more than one day, he must phone to report back for work at least two (2) hours prior to the start of his regular shift before he is able to return to work. The Company shall then be responsible for seeing that necessary arrangements are made to schedule his work.

ARTICLE 14 – VACATIONS

Section 1. Eligibility - Employees shall become eligible for vacations with pay in accordance with the following schedule of years of continuous service. (Employees on an eight (8) hour 24/7 rotating continuous schedule shall receive the twelve (12) hour vacation allotment)

Yrs of Continuous Service	Days of Vacation	Vacation Pay (8 Hr)	Vacation Pay (12 Hr)
0 but less than 1	0	0	0
1 but less than 3	1 Week	40 Hours	48 Hours
3 but less than 9	2 Weeks	80 Hours	96 Hours
9 but less than 15	3 Weeks	120 Hours	144 Hours
15 or more	4 Weeks	160 Hours	192 Hours

Section 2. Vacation Pay – Vacation time will be based on hours. Each vacation day will be computed according to the employee's shift schedule times the employees' regular rate. Eight (8) hour employee will take eight (8) hours for each vacation day taken. Twelve (12) hour employees will take twelve (12) hours for each vacation day taken. Those hours will be subtracted from the employee's available vacation hours.

Employees may not sell more than half (1/2) of his vacation time.

Section 3. Eligibility - Employees shall become eligible for their first week of vacation with pay on the anniversary date of their employment. Thereafter, employees shall become eligible for vacation on January 1, except they become eligible for the respective additional hours (week) of vacation on their anniversary dates in the relevant years of continuous service for which additional hours accrue. Further, to be eligible for any vacation with pay in any calendar year, an employee, regardless of his years of continuous service, must have worked at least sixty percent (60%) of the pay periods in the preceding calendar year, provided compensable time off work shall be counted as time worked for this purpose. Compensable time off work shall only be counted as time worked for a period of one year after the date of injury and/or disability for the purpose of determining the eligibility for vacation pay.

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

Section 5. Vacation Scheduling - Vacations will, so far as possible, be granted at the time most desired by the employee, but the final right to allotment of vacation period is reserved to the Company in order to insure normal operations, provided seniority will control to the extent feasible.

5.1. Before January 31st of each new year, vacations will be granted by seniority.
5.2. After January 31st, a vacation shall be granted first by date and time received and second by seniority. The Employer will give notice to the employee as soon as possible, but in no event later than twenty-one (21) days prior to the employee(s) taking vacation. If the Company fails to notify the employee(s), in the time frame stated in this paragraph, the employee(s) will take the vacation as they requested. In applying this provision, no employee will be permitted to bump any employee whose vacation is already submitted, scheduled, and /or approved. If a request is made within the twenty-one (21) day time period, the request will not be unreasonably denied as long as it does not disrupt production.
5.3 For general scheduling guideline four (4) employees can go on vacation at one time. One (1) from shipping, one (1) from maintenance and two (2) from production. Additionally, as a general scheduling guideline two (2) people from the same shift may not go on vacation at the same time.
5.4. All vacation requests must be turned in to your supervisor so they can be dated and initialed.
5.5. No vacation request will be approved without a date and supervisor's initials on the vacation slip.
5.6. To check to see if you're your vacation has been approved, please check the vacation calendar in the supervisor's office. Check your vacation date and if your name has been highlighted your vacation has been approved. If it has not been highlighted, it has not been approved.
5.7. (Holidays replacement no longer applies.)
5.8. If your vacation falls into two different weeks, please fill out 2 separate vacation requests. The week goes from Monday to Sunday.
5.9. No vacation request will be unreasonably denied.

ARTICLE 15 – HOLIDAYS

Section 1. Eight (8) hour employees shall receive holiday pay at the rate of eight (8) hours' straight time pay for the below outlined holidays not worked. Twelve (12) hour employees shall receive twelve (12) hours of straight time pay for the below outlined holidays not worked. This shall apply for each of the following designated holidays, or days nationally celebrated in lieu thereof:

New Year's Day Labor Day

Easter Sunday*	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	24 Hour Floating Personal Holiday
12 Hour Personal Paid Time Off**	

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

**Personal Paid Time Off – The purpose of the Personal Paid Time Off is to allow employees to take time to react to those issues that cannot be anticipated or could not be scheduled otherwise. In all cases, when a co-worker cannot meet their predetermined schedule they must notify their supervisor as soon as practicably possible to allow the supervisor to provide scheduled coverage. An employee shall be given twelve (12) hours of Personal Paid Time Off that can be taken in one (1) hour time increments. This time may be sold for pay in lieu of time off.

The holiday period will begin at 7 am the day of the holiday and end at 7 am the following day; This may be changed by mutual agreement of the Local Unit Chairperson and the Company, provided it is done for each specific occurrence.

Section 2. Holiday Scheduling – For scheduling purposes, all holidays shall be considered as not part of the employee's regular schedule and shall be scheduled on a voluntary basis. The following procedure shall be used to schedule holidays:

Step 1: Post sheet requesting volunteers (14 calendar days advance of holiday)

Step 2: Go through seniority list & ask for volunteers

Step 3: Post holiday schedule no less than 7 days prior to holiday

Step 4: If mandation is required on a holiday the Overtime Letter of Agreement (Appendix – H #10) will apply.

Additionally, each eligible employee shall be entitled to designate twenty-four (24) scheduled work hours of his choice as his floating personal holiday or holidays with a One-hour (1) notice, the final right to allotment of floating holidays shall be reserved to the Company in order to insure normal operations with seniority to control to the extent feasible. One (1) additional floating personal holiday for employees with three (3) or more years of service with not less than one (1) hour notice. Eight (8) hour employees will have three (3) eight (8) hour floating personal holidays and twelve (12) hour employees will have two (2) twelve (12) hour floating personal holidays all paid at the employees' regular rate.

When any holiday falls on a Sunday, the following Monday shall be observed as a holiday. When any holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.

Section 3. Eligibility - To be eligible for holiday pay, an employee must:

3.1. Have actually worked a minimum of eight (8) hours (or 12 for 12-hour shift) in the pay period in which the holiday occurs, and providing the Company has not made it impossible for the employee to actually work eight (8) (or 12 hours for a 12-hour shift) hours by ceasing operations, shutdown and/or layoff 30 days prior to the holiday(s) during the pay period in which the holiday occurs.

3.2. Employees not scheduled to work the holiday must have worked the scheduled full shift on his last regularly scheduled workday immediately preceding the holiday and his first regularly scheduled full shift following the holiday. Employees scheduled to work the holiday must work their full scheduled holiday shift, unless excused by management. The only exception to this requirement is if the employee is off work due to a scheduled vacation, a bereavement leave, receives a written excused absence from his supervisor, or an early shutdown.

Section 4. In the event of death in the immediate family, including aunt or uncle, the employee shall receive holiday pay as outlined above pending proper funeral verification from the employee.

Section 5. Holiday During Vacation - Any employee on vacation during a holiday week shall take an additional day off with holiday pay in substitution for the holiday which fell during his vacation.

Section 6. Pay for Worked Holiday – Any regular, full-time employee working a holiday will receive two and one-half (2 ½) times the rate of pay for the job worked, plus holiday pay.

ARTICLE 16 - BEREAVEMENT LEAVE

Section 1. Bereavement Leave - An employee shall be granted one (1) week (48 hours for twelve (12) hour shift, and 40 hours for an eight (8) hour shift) off with pay (straight-time pay) to attend memorial services in case of death in the immediate family as follows: legal spouse, children, step children, mother, father. An employee shall be granted three (3) days (36 hours for a twelve (12) hour shift, and 24 hours for an eight (8) hour shift) off with pay to attend memorial services in case of death of other family members as follows: step parents, legal guardian, life partner, grandparents, step grandparents, grandchild, brother, sister, mother-in-law, father-in-law, or spouse's grandparent. Also, an employee will not receive bereavement pay when it duplicates pay received for time not worked for any other reason. If on vacation, the employee may take the three (3) days following his vacation as funeral leave. The employee may, at the employee's option, elect to sell up to 3 bereavement leave days, if the bereavement falls during the employee's scheduled time off work, i.e., vacation time, personal time, or other scheduled time off.

Section 2. Pay Provisions - The pay for each such day being regular straight-time pay. An employee will not receive bereavement pay when it duplicates pay received for time not worked for any other reason.

Section 3. The employee may, at the employee's option, elect to sell up to 3 bereavement leave days, if the bereavement falls during the employee's scheduled time off work, i.e., vacation time, personal time, or other scheduled time off.

Section 4. Definition of Life Partner - A life partner is defined as a non-related individual, of the same or opposite sex, who has cohabitated with the employee for a period not less than one year immediately preceding the date of death, and has maintained a committed emotional relationship with the employee for reasons other than convenience or financial benefit and in a manner as the term "life partner" is customarily understood and defined. The Company may require that the life partner relationship be substantiated by documentation or other appropriate evidence.

ARTICLE 17 - JURY DUTY, SUBPOENA AS A WITNESS

Section 1. Amount of Pay - An employee required to serve any municipal, county or federal jury, or subpoenaed as a witness, will be given a leave of absence for the period the employee is required to serve. During the period of jury duty and/or time missed due to subpoena, the employee will be paid the difference between jury duty\subpoena pay and a maximum of their regular straight-time pay per day. (Twelve (12) or eight (8) according to their shift assignment) Such duty time shall not be considered time worked.

Section 2. Conditions - The employee must report to Human Resources or Plant Manager prior to beginning jury service with a copy of the jury summons. If jury duty is longer than one (1) week, the employee must report to Human Resources or Plant Manager at the end of each week of jury duty.

> **2.1.** If jury duty is half day or less on a regular scheduled work day, the employee must be available for work the balance of that day unless excused by Human Resources or Plant Manager.
>
> **2.2.** When an employee performs jury duty on a recognized holiday for which he was scheduled to work, the employee will receive holiday pay with no deduction for jury duty pay for that day.
>
> **2.3.** At the end of jury duty service, the employee is required to submit evidence of the amount of jury duty pay received and the specific days that he was required to serve.

ARTICLE 18 - BENEFITS

Section 1. Medical, Dental and Vision Benefits. The Company shall continue the current medical, dental and vision benefits plans (the "Plans") for Bargaining Unit employees with no change in premium contributions. Bargaining unit members and their spouses shall be offered the opportunity to complete a health risk assessment and biometric screening to assist with the Company's established wellness program, those who comply will receive a discounted monthly premium for Healthcare.

Section 2. The employee shall pay a portion of the healthcare premiums for the

Company's Health Insurance as outlined in Appendix B, which is attached hereto. Said health insurance premiums may not increase but could decease on January 1st of each year, following the Company's open enrollment period by the same percentage that the Company's per employee cost for health insurance decreases from the previous year.[1] The Company reserves the right to change healthcare carriers, and the plan design for any of the benefit plans during the term of this Agreement, provided that the benefit levels are comparably equal to or greater than the existing coverage (including doctor and hospital networks). In the event comparably equal benefits are not offered, the parties agree to negotiate other healthcare options. The parties agree to meet not less than annually to review and discuss health care costs and any proposed plan design changes.

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

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

Section 5. Layoff - When a layoff occurs, the Company shall provide insurance coverage for the laid off employee and his dependents for a period of not more than five (5) months.

Section 6. Work Injury - When an employee is hurt on the job, his medical insurance shall continue for one (I) year from the date of the injury.

Section 7. Disabled - When an employee is disabled, his medical insurance shall continue for a period of not more than six (6) months.

Section 8. If an employee with 5 years of service or more dies, their spouse and legal dependents shall be entitled to continue health care coverage for two (2) months following the month of the employee's death.

Section 9. A Tobacco Surcharge of $400 per tobacco user (not to exceed $800) per year will be charged for employees and covered dependents who use tobacco products within the calendar.

ARTICLE 19 - SAFETY AND HEALTH

Section 1. Safety Committee - The Safety Committee consisting of three (3) employees designated by the Union and three (3) management members designed by the Company shall be established. This joint committee will meet on a monthly basis after the entire committee makes a tour of the plant. The minutes of this meeting will be given to the Local Unit Safety Chairperson and will be posted for the employees to read. These minutes will contain all listed items that have been discussed at the monthly meeting with a list of items that should be repaired and/or corrected and the possible date of action.

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[1] Employee paid Dental and Vision benefit premiums are subject to change during the life of this Agreement.

Section 2. Procedure - In the event the Union or Management members of the Committee believe that an unsafe or unhealthy condition exists on the job, they shall notify Company (Plant Manager or designee) that such conditions exist by an appropriate report. The Company agrees to do all in its power to undertake the remedy the situation if in the Company's opinion it does exist. In the event of a disagreement between the parties, the Union shall have the right to refer the matter directly to the Third Step of the grievance and arbitration provisions of this Agreement.

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

Section 4. Safety Equipment - The Company will provide the first one (1) of each item of necessary safety equipment to each employee, at no cost to the employee, and shall replace such items at no cost to the employee, provided replacement is necessary as a result of ordinary wear and tear only.

For Protective Footwear:

a. All Protective footwear must contain a steel or equivalent toe, and must meet the ANSI Z41-1991 standard for impact and compression protection. In addition, Maintenance personnel must wear protective boots that are also rated for electrical hazards (EH).
b. The annual allowance for each individual required to wear protective footwear is $225.00. Please see your supervisor or Plant Manager for approval for any replacement issues due to normal wear and tear and/or damage prior to the annual replacement time limit.
c. The Company agrees to provide an employee with special footwear needs an additional allowance to purchase safety shoes. The employee must provide doctor's certification and the increased allowance will be considered on an individual basis.
d. In the event that an increase to the Arden and PPD shoe allowance occurs this agreement will reflect such change automatically.

Section 5. Unsafe Condition – In the event an employee considers a job or condition to be unsafe, the employee must notify the Plant Manager or designee and a Safety Committeeman. An employee or group of employees who believe that they are being required to work under conditions which are unsafe or unhealthy beyond the normal hazard inherent in the operation in question shall have the right to: (1) file a grievance in the second step of the grievance procedure for preferred handling in such procedure and arbitration; or (2) request relief from the job or jobs without loss to their right to return to such job or jobs, and assignment to such other employment as may be available in the plant; provided, however, that no employee, other than communicating the facts relating to the safety of the job, shall take any steps to prevent another employee from working the job.

ARTICLE 20 – SEPARABILITY

Section 1. Past Practices - The Employer and the Union specifically recognize that this

Agreement contains the entire understanding of the parties with respect to the wages, hours and conditions of employment of the employees covered hereunder. The Employer and the Union agree that any past practices of or benefits granted by the Employer contrary or additional to or inconsistent with its terms are superseded by this Agreement, with sole exceptions of past practices relating to the accessibility of vending machines, the use of vending machine profits (for all employees, bargaining unit and non-bargaining unit alike), the availability of an outside lunch wagon, and the continuation of sick days for those specific bargaining unit employees who enjoyed such sick days prior to the date of this Agreement.

ARTICLE 21 - WAIVER AND ENTIRE AGREEMENT

Section 1. Legal Action - The parties hereto expressly agree that neither of them shall bring, nor cause to be brought, any court or other legal or administrative action against the other until the dispute, claim, grievance or complaint shall have been brought to the attention of the party against who it shall be made and the said party after actual notice of same shall within a reasonable time fail to take steps to correct the cause or circumstances giving rise to such dispute, claim, grievance or complaint, and until the grievance and arbitration provisions of this Agreement, where applicable, are exhausted.

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

ARTICLE 22 - DURATION OF AGREEMENT

This Agreement shall become effective on the 28th day of August, 2024 and shall remain in full force and effect until Midnight of the day of September 2, 2027 and shall continue in full force and effect from year to year thereafter subject to amendment, alteration or termination by either party upon written notice given sixty (60) days prior to the anniversary date of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

WPP (VBAT DIVISION)

President

Human Resources Generalist

Vice President of Manufacturing

Plant Manager

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

President

Secretary/Treasurer

Vice-President (Administration)

Vice-President (Human Affairs)

Director

Staff Representative

Local Union President

Union Representative

Union Representative

APPENDIX A

NEW HIRE PAY SCALE:

CLASSIFICATION	HOURLY RATE OF PAY
New Hire	Outlined in Pay Scale chart
After probationary period	Prevailing Assistant Operator rate

The Company reserves the right to set the rate of a New Hire up to completing the probationary period, as defined in Article 7 Section 2, of employment provided the rate is not greater than of an Assistant Operator. Once a New Hire completes the probationary period of employment, his rate will become the prevailing Assistant Operator rate. A new hire receiving a bid shall receive the bid rate once his training is completed.

Each employee to whom the Agreement is applicable shall be classified in the Company in accordance with one of the hereinafter described job classifications which covers the class of work in which such employee is employed by the Company. The contractual rates of pay for such job classifications are also set forth hereinafter.

REGULAR PAY SCALE:

Position:	9/1/2024	9/1/2025	9/1/2026
New Hire	$24.34	$25.35	$26.14
Assistant Operator	$25.34	$26.35	$27.14
Shipper	$25.43	$26.45	$27.24
Shipping Coordinator	$26.86	$27.93	$28.77
Operator	$26.54	$27.60	$28.43
Assistant Maintenance Technician	$28.73	$29.88	$30.78
Maintenance Technician	$32.80	$34.11	$35.13

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

2 Shift Differential was removed from this Agreement by the parties as the result of the 2018 Contract negotiations, and all such differential was taken into consideration when negotiating base wages.

APPENDIX B

VBAT Division
Summary of Medical Benefits

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

	Employee Only		Employee + Child(ren)		Employee + Spouse		Employee + Family	
	Full Rate	Wellness Rate	Full Rate	Wellness Rate	Full Rate	Wellness Rate	Full Rate	Wellness Rate
Medical - Zero Deductible	$29.64	$19.64	$55.81	$45.81	$58.35	$48.35	$69.38	$59.38
Medical - H.S.A Plan	$22.76	$12.76	$38.52	$28.52	$40.45	$30.45	$50.65	$40.65
Vision	$1.14		$2.29		$2.17		$3.36	

	Employee	Employee + Family
Dental	$3.60	$10.58

*Dental and Vision rates are subject to annual adjustments.

LIFE AND AD&D

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

SHORT TERM DISABILITY

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

APPENDIX C

401 K SAVINGS AND RETIREMENT PLAN

The existing Retirement Plan shall be discontinued, effective upon ratification and replaced with the Company's 401 K Plan that provides for discretionary company contributions [1] in accordance with the Summary Plan Description given to the Union which in summary provides as follows[1]:

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

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

2. Non-Elective Contributions. In addition to the matching contributions set forth above, the Company will make discretionary non-elective contributions on behalf of eligible participants in an amount annually to be determined by the Company's Board of Directors. To be eligible for such non-elective contributions an employee must have completed at least 1000 hours of service during the Plan Year and must be employed as of the last day of the Plan Year. The Company agrees that the amount of this contribution shall be discretionary on an annual basis, but shall not be less than the percentage amount of the non-elective contribution it makes for its non-bargaining unit employees.

3. Vesting. Employees shall always be 100% vested in their 401 K accounts for any contributions made by them. Matching contribution accounts and Non-Elective contributions made by the Company will be vested 100% upon an Employee's completion of two (2) or more years of service.

[1] These contributions are discretionary both as to the matching contributions and the Non-Elective contributions and may be suspended by the Company with notice to the Union.

APPENDIX D

Substance Abuse, Drug and Alcohol Policy

I. PURPOSE

Audia International, Inc., on behalf of its current and future subsidiaries (collectively hereafter, the "Company") is committed to providing a safe, healthy, and productive work environment that is free from alcohol and illegal drugs as classified under local, state, or federal laws while employees are working on the Company's premises (either on or off duty), working or conducting Company business off premises, and while operating Company-provided vehicles.

Consistent with our commitment, the purpose of this Substance Abuse, Drug, and Alcohol Policy (the "Policy") is to establish and maintain a drug and alcohol-free workplace and to describe the manner in which job applicants and current employees may be requested or required to submit to drug and alcohol testing in certain situations. This policy is intended to fully comply with all applicable laws regarding drug and alcohol testing and current and prospective employee privacy rights.

NOTE: While the use of marijuana has been legalized under certain state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law and its use as it impacts the workplace is prohibited by this Policy, except for those lawful medical marijuana users who provide appropriate medical documentation and information in accordance with applicable law. In addition, some states have imposed a legislative carve-out which prohibits medical marijuana users from performing "safety-sensitive" employment duties.

II. APPLICABILITY

This Policy applies to all of the Company's operations and employees in the United States.

III. DEFINITIONS

- "Company premises" includes all buildings, offices, facilities, grounds, parking lots, lockers, places and vehicles owned, leased or managed by the Company or any site on which the company is conducting business.

- "Illegal drug" means a substance whose use or possession is controlled by federal law but that is not being used or possessed under the supervision of a licensed health care professional.

- "Under the influence of alcohol" means an alcohol concentration equal to or greater than .04, or actions, appearance, speech or bodily odors that reasonably cause a supervisor to conclude that an employee is impaired because of alcohol use.

- "Under the influence of drugs" means a confirmed positive test result for illegal drug(s) (including marijuana) use per this policy. In addition, it means the misuse of legal drug(s) (prescription and possibly OTC) when there is not a valid prescription from a physician for the lawful use of a drug in the course of medical treatment (containers must include the patient's name, the name of the substance, quantity/amount to be taken and the period of authorization).

IV. POLICY

A. Prohibited Conduct

The Company expressly prohibits the following activities at any time that employees are either (1) on duty or conducting Company business (either on or away from Company's premises), or (2) on Company's premises (whether or not the employee is working):

- The use, abuse, or being under the influence of alcohol, marijuana, illegal drugs, or other impairing substances.

- The use, sale, dispensing, distribution, possession, or manufacture of illegal drugs, marijuana, narcotics or alcoholic beverages on Company premises or work sites (including possession of drug paraphernalia). In addition, employees are prohibited from off premises use of alcohol and possession, use, or sale of illegal drugs when such activities adversely affect job performance and/or job safety.

- The illegal use or abuse of prescription drugs.

Nothing in this policy is meant to prohibit the appropriate use of over-the-counter medication or other medication that can legally be prescribed under federal and/or state law, to the extent that it does not impair an employee's job performance or safety or the safety of others. Employees who take over-the-counter medication or other medication that can legally be prescribed under federal and/or state law to treat a disability should inform their supervisors and the Human Resources Department if they believe the medication will impair their job performance, safety, or the safety of others or if they believe they need a reasonable accommodation before reporting to work while under the influence of that medication. For more information on how to request a reasonable accommodation, please contact the Human Resources Department.

A violation of any of the above is subject to disciplinary action, up to and including termination of employment. The Company may also notify the appropriate public authorities. The determination of what disciplinary action is appropriate for a violation of this policy rests with the Vice President, and Human Resources. Discipline may be based not only on a violation of this policy but also on prior poor performance or behavior, workplace misconduct, other rule violations, and any other factors the Company determines to be relevant. Any disciplinary actions, up to and including termination of employment, may be considered and implemented at the Company's discretion. The policy in no way infers or creates any contractual obligation to follow any particular disciplinary procedure.

Note regarding Employer-Sponsored Events: From time to time, the Company may sponsor social or business-related events at which alcohol is served. This policy does not prohibit the use or consumption of alcohol within legal limits at such events. However, if employees choose to consume alcohol at such events, they must do so responsibly and maintain their obligation to conduct themselves properly and professionally at all times with colleagues and/or current or prospective clients.

B. Drug and Alcohol Testing in the Workplace

1. Pre-Employment Testing

All job applicants are subject to drug testing upon being provided a conditional offer of employment. All offers of employment with the Company are conditioned on the applicant submitting to, successfully completing, and passing a drug test in accordance with the testing procedures described in this policy.

Applicants who refuse to cooperate in a drug test or who test positive will not be hired and will not be allowed to reapply/retest in the future.

2. Reasonable Suspicion Testing

Employees may be asked, without prior notice, to submit to a drug and alcohol test if an employee's supervisor or other person in authority has a reasonable suspicion, based on objective factors such as the employee's appearance, speech, behavior, performance, excessive absence or tardiness, error in judgment, accident or incident, or other conduct and facts, that the employee possesses or is under the influence of unlawful drugs, including non-medically prescribed marijuana, or alcohol, or both. If employees who take over-the-counter medication or other lawful medication that can be legally prescribed under federal and/or state law to treat a disability believe the medication could impair their job performance, safety, or the safety of others or if they believe they need a reasonable accommodation before reporting to work while under the influence of that medication, those employees should inform their supervisors and the Human Resources Department and provide appropriate medical documentation and information in accordance with applicable law. For more information on how to request a reasonable accommodation, please contact the Human Resources Department.

Employees suspected of working while under the influence of illegal drugs, based on objective factors such as the employee's appearance, speech, behavior, performance, excessive absence or tardiness, error in judgment, accident or incident, or other conduct and facts, will be suspended without pay until the Company receives the results of a drug or alcohol test from the testing facility and any other information the Company may require to make an appropriate determination.

If a drug test is positive, the testing will undergo an independent medical review process in order to determine if the positive drug test may be supported by a legitimate prescription or use. If the drug test is negative, then the employee will be permitted to return to work and paid for the time they were suspended.

3. Testing Procedures

All drug and alcohol testing under this policy will be conducted by an independent testing facility licensed by the State, which will obtain the individual's written consent prior to testing. The Company is not responsible for any acts or omissions by the independent testing facility in conducting the drug test over which the Company has no control. The Company will pay for the full cost of the test.

4. Confidentiality

The independent testing facility that conducts the drug and alcohol tests may disclose the test results to members of the Company's management or any other person on a strictly need-to-know basis. For instance, such information will only be disclosed to the Primary Contact (Human Resources), medical personnel involved in treatment or a person designated in writing by the tested individual to receive the test results, managers and/or legal advisors who have a need to know and other persons who have a legal right to the information. As a condition of continued employment with the Company, each co-worker covered by this policy is deemed to consent to such disclosure.

Laboratory reports or test results will not be included in an employee's personnel file. Information of this nature will be included in the employee's medical file. Every effort will be made to ensure confidentiality for the co-worker.

5. Consequences of a Positive Test

Employees who test positive will be subject to discipline, up to and including termination of employment, except for those lawful medical marijuana users who provide appropriate medical documentation and information in accordance with applicable law prior to the drug or alcohol test being administered, but depending on the circumstances, the Company may still choose to discipline the employee, up to and including termination of employment.

6. Consequences of Refusing to Submit to Testing, Tampering with the Test, or Failing to Complete the Test

Employees who refuse to submit to testing as required by the Company, tamper with the test, or who fail to complete the test will constitute a presumption of a violation of this policy, and subject the employee to disciplinary action, up to and including termination.

C. Employee Assistance Program (EAP)

The Company provides an EAP for all employees and their eligible dependents. The EAP is designed to help individuals manage personal problems that can impact their well-being and work performance. It is the responsibility of each employee to seek assistance from the EAP before alcohol and drug problems lead to disciplinary action which can include discharge for a first offense. For a first offense, the company and union will discuss possible referral to the EAP in lieu of termination. This will be a case by case decision.

Treatment is confidential (unless the employee consents to a last chance agreement, or an EAP counselor is required by law to disclose information) and will not become a part of an employee's personnel records. The employee's decision to seek prior assistance from the EAP or a rehabilitation program will not be used as the basis for disciplinary action and will not be used against the employee in any discipline.

D. Workplace Searches and Inspections

To achieve the goals of this policy and maintain a safe, healthy, and productive work environment, the Company reserves the right at all times to inspect employees, as well as their surroundings and personal possessions brought into any area of Company property, for substances or materials in violation of this policy. This right extends to the search or inspection of clothing, desks, file cabinets, lockers, bags, purses, briefcases, containers, packages, boxes, tools and toolboxes, lunch boxes, parking lots, and employer-owned or leased vehicles, and any vehicles on company property where prohibited items may be concealed. Employees should have no expectation of privacy while on Company premises, except in restrooms/locker rooms while conducting lawful activities.

E. Crimes Involving Drugs

The Company prohibits all employees from manufacturing, distributing, dispensing, possessing or using an illegal drug in or on Company premises or while conducting company business. Employees are also prohibited from misusing legally prescribed or over-the-counter (OTC) drugs. Law enforcement personnel may be notified, as appropriate, when criminal activity is suspected.

The Company does not desire to intrude into the private lives of its employees but recognizes that employees' off-the-job involvement with drugs and alcohol may have an impact on the workplace.

Therefore, the Company reserves the right to take appropriate disciplinary action for drug use, sale or distribution while off company premises. All employees who are convicted of, plead guilty to or are sentenced for a crime involving an illegal drug are required to report the conviction, plea or sentence to Human Resources within five days. Failure to comply will result in automatic discharge.

F. **Administration of this Policy**

The Human Resources Department is responsible for the administration of this policy. If you have any questions regarding this policy or if you have questions about drug and alcohol testing in the workplace that are not addressed in this policy, please contact the Human Resources Department.

APPENDIX E

Zero Tolerance Policy Statement

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

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

- Physical assault, threat to assault, or stalking an employee or customer,
- Possessing or threatening with a lethal weapon, vandalism or arson,
- Racial epithets or other derogatory remarks associated with hate crimes,
- Bizarre or offensive comments condoning or inciting, violent events or behaviors,
- Harassing phone calls, voice mails, e-mails, faxes, or written messages

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

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

APPENDIX F

Agreement Relating to Cross Plant Safety Committee

THIS AGREEMENT is made and entered into this 19th day of July, 2012.

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

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

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

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

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

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

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

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

<u>APPENDIX G</u>

Letter of Agreement

Assistant Maintenance Technician Training Program

Between Washington Penn Plastic Co., Inc.-VBAT Division and the USW AFL-CIO, Local 14693

<u>ASSISTANT MAINTENANCE TECHNICIAN TRAINING PROGRAM</u>

Job Bid

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

Selection Process

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

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

Assistant Maintenance Technician Training Program (1 Year Training Program)

1.) Assistant Maintenance Technician Pay:
    - Prior to ratification of new contract, Assistant Maintenance Technicians' are paid at the current Maintenance Technician rate.
        - o $22.69 as outlined in Appendix "A" of the VBAT Collective Bargaining Agreement expiring August 27, 2018.
    - Post ratification, paid as an Assistant Maintenance Technician as shown in Appendix A.
2.) Training will be performed in the following areas:
    a. Mechanical
    b. Hydraulic/Pneumatic
    c. Plumbing/Piping
    d. Welding
    e. Electrical/PLC

3.) Schedule – employees enrolled in the Maintenance Technician Training Program may have their schedule adjusted to accommodate the training schedule and would be paid for time spent in training as per the contract.

Maintenance Technician

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

2.) Pay

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

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

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

____

APPENDIX H

Overtime Letter of Agreement

Overtime shall be offered by seniority/shift, most to least senior.

A book must be kept to record the rotation of overtime opportunity. The employee will be marked and considered offered for any non-acceptance including vacation time or personal days.

8-hour operations:
Call for overtime procedure:

1. Company will ask the shift that is working if anyone wants to stay up to four (4) hours of overtime.
2. If no one accepts the overtime, the company may mandate an employee to stay over up to four (4) hours in accordance with the mandation list.

12-hour operations:
Call for overtime procedure:

1. The shift that is on their seven (7) days off will have the first opportunity to work overtime.
2. If the previous shift refuses, the other shift that is scheduled off will have the opportunity for overtime.
3. If no one accepts the overtime in step one (1) or two (2), the mandation list will be used to fill the overtime needs.

Letter of Agreement Scheduling of Overtime/Mandation

The Company will follow the following steps to fill overtime needs:

1. Monday review and post all overtime needs Tuesday
   a) Employees going on their 7-days-off can volunteer by seniority, most senior first, for 12-hour shifts
   b) The remaining opening can be voluntarily filled by Employees who are schedule off other than their 7-days-off
   c) The Overtime Book will be kept up to date to track rotation

2. Wednesday, Management will review all open spots and adjust overtime needs based on current production schedule.

3. Employees going on their 7-days-off who have not volunteered will be scheduled (mandated) to cover a 12-hour shift as follows:

a) In accordance with seniority, least senior to most senior

b) Employees can only be scheduled for one 12-hour shift on their 7-days-off

c) Employees on vacation prior to week off or after shall be exempt from being scheduled

d) The Overtime Book will be kept up to date to track rotation

4. 12-hour employees cannot be mandated past their 12-hour shift

5. Employees will be assigned shift by end of day Wednesday.

6. Employee can refuse being scheduled (mandated) 1 time in a calendar year with no disciplinary action including not being charged with a call-off day.

7. If employee volunteers or is mandated once they cannot be mandated to work another day that week. Also, if on 7 days off employee cannot be mandated to work more than one of his days off.

8. If mandated, employees can only be mandated for their department (ex: Extrusion cannot be mandated to work in shipping, need to mandate from that department.)

9. If the Company feels that it is necessary to schedule (mandate) overtime while employees are laid off (other than voluntary layoffs), the Plant Manager and Unit President will meet to discuss and mutually agree for the need prior to scheduling (mandating) employees.

10. When it is necessary to mandate to work a holiday, because the holiday is not part of the employee's regular schedule, employees will be mandated to work the holiday by seniority in accordance with the Overtime Book.