

LETTERS OF AGREEMENT

1. Overtime Procedure for 8-hour Shift Schedule

PPD Scheduled Overtime

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

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

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

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

1. Ask the shift preceding the opening to stay to cover, offering overtime to qualified employees by seniority within the department
2. Ask the shift preceding the opening to stay to cover, offering overtime to qualified employees by seniority outside the department
3. Ask the shift following the opening to come in early, offering overtime to qualified employees by seniority within the department.
4. Ask the shift off that day to cover, offering overtime to qualified employees by seniority.
5. Ask employees outside the department, offering overtime to qualified employees by seniority.
6. In the event the overtime is still not filled, mandate the overtime or fill with non-bargaining unit employees.

- a. Mandate the junior qualified employee yet to be mandated on the shift

preceding the opening within the department, rotating from junior to senior employee. Employees will be given 30 minutes notice, if practical, of any mandating of overtime.

- b. Mandate the junior qualified employee yet to be mandated on the shift following the opening within the department, rotating from junior to senior employee.
- c. Employees may refuse mandation twice in contract year.

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

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

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

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

1. Employees who are mandated to work overtime increments of no less than four (4) hours will be provided \$ 5.00 for the lunchroom vending machines. Employees who work voluntary or non-scheduled same day overtime in increments of no less than four (4) hours will also be provided with \$ 5.00 for a meal allowance. This meal allowance will allow for the purchase of a sandwich, bag of chips or snack, and a beverage. Meal allowance will be available from the Shift Supervisor.
2. In the event a large group of employees are mandated to work a minimum of four (4) hours, or if the vending machines are empty, the shift supervisor may use his discretion and make arrangement for meals to be delivered to the plant.
3. A meal under this program should generally provide the employee with a sandwich or pizza, snack and a beverage.

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

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

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

permitted time off to facilitate production schedules.

The following is agreed to accomplish both objectives:

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

4. Scheduled Overtime for 12-hour Shift Schedule

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

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

6. Employees who voluntarily accept and work a scheduled overtime shift will be moved to the bottom of the shift's mandation list.

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

1. A mandation list will be maintained for each department (Extrusion and Maintenance) within each shift. The initial order of the mandation list will be by reverse seniority.
2. When an employee is mandated to work overtime, said employee will be moved to the bottom of their department and shift's mandation list.
3. The Company will mandate overtime to the qualified employees who are on their seven (7) days-off, in accordance with the department and shift's mandation list or fill with non-bargaining unit employees.
4. Employees can earn a mandation refusal after volunteering and working forty-eight (48) hours of scheduled overtime in a calendar year (January 1 – December 31). Employees can earn a second mandation refusal -OR- an Overtime Incentive Day off with pay (12 hours) after volunteering and working ninety-six (96) hours of scheduled overtime in a calendar year (January 1 – December 31). If an Overtime Incentive Day is chosen, it must be scheduled ten (10) days in advance. Employees can earn one (1) additional mandation refusal for every additional forty-eight (48) hour-period in which they volunteer and work scheduled overtime. The mandation refusal can be used to refuse a mandated overtime. When using a refusal, the employee will be moved to the bottom of the shift's mandation list, as if they worked the mandated overtime.
5. Employees who are on scheduled vacation will be skipped over when mandating overtime.
6. Employees who are mandated to work overtime are required to work the scheduled shift or find a qualified replacement. The qualified replacement who works will be moved to the bottom of their shift's mandation list and the employee who was originally mandated will be moved back to the top of their shift's mandation list.

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

APPENDIX A

Wage Rates – effective first pay period in March

Position	3/1/21	3/1/22	3/1/23
New Hire*	\$19.27	\$19.67	\$20.08
Assistant Operator	\$20.27	\$20.67	\$21.08
Operator	\$21.90	\$22.34	\$22.79
Shipper - Blender	\$21.33	\$21.76	\$22.19
Asst. Maint. Tech.	\$24.41	\$24.89	\$25.39
Maintenance Tech.	\$26.89	\$27.43	\$27.98

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

** Starting wage rate effective 12:01 am on March 1, 2021.

APPENDIX B

PPD Division Summary of Medical Benefits

Effective January 1, 2019 all bargaining unit employees will be covered by the Company's current Medical, Dental, and Vision Plans. The following is a summary of the Company's current plans:

	Single		Double		Family	
	Full Rate	Wellness	Full Rate	Wellness	Full Rate	Wellness
Medical – Non-Deductible	\$28.23	\$18.23	\$50.74	\$40.74	\$57.82	\$47.82
Medical – HDHP w/HSA	\$22.76	\$12.76	\$38.52	\$28.52	\$50.65	\$40.65
Dental	\$3.60		\$10.58		\$10.58	

	Employee	Employee + Spouse	Employee + Child(ern)	Family
Vision	\$1.05	\$1.99	\$2.10	\$3.08

*Dental and Vision rates are subject to annual adjustments

LIFE AND AD&D

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

SHORT TERM DISABILITY

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

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

APPENDIX C

401 K SAVINGS AND RETIREMENT PLAN

The Company's 401 K Plan provides for discretionary company contributions ¹ in accordance with the Summary Plan Description given to the Union which in summary provides as follows¹:

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)

0%
1%
2%
3%
4%
5%
6% or more

COMPANY'S MATCHING
CONTRIBUTION (As a
percentage of his Plan
Compensation)

0%
1%
1.5%
2%
2.5%
3%
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

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

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

I. Policy Overview:

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

II. Scope:

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

III. Policy Statement:

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

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

IV. Drug and Alcohol Testing:

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

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

When an employee is asked to submit to a drug and/or alcohol test, he/she and his Union representative will be informed of the reasons why he/she is being asked to submit to the test. Employees will be asked to sign the appropriate voluntary consent forms prior to testing. Failure to sign the consent forms will constitute a refusal to submit to the testing. An employee's refusal to submit to such a test will constitute a presumption of a violation of this policy, and subject the employee to disciplinary action, up to and including termination for refusing to be tested. After the test has been administered, any employee tested because he is reasonably suspected of using drugs or alcohol the will be subject to suspension without pay pending the receipt of the results of the test by following normal suspension procedures. If the test results are negative the person

will be reinstated to his position, with back pay for any time lost from work. The above is not an exhaustive list of all circumstances under which drug screening may occur.

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

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

VI. Positive Test for Alcohol or Drugs

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

VII. Rehabilitation

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

under the influence of alcohol and/or drugs at work, the employee will be allowed to submit himself/herself for a second course of treatment.

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

VIII. Confidentiality

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

IX. Communication of the Drug and Alcohol Policy

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

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

X. DEFINITIONS

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

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

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

APPENDIX E

Zero Tolerance Policy Statement

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

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

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

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

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

APPENDIX F

Agreement Relating to Cross Plant Safety Committee

THIS AGREEMENT is made and entered into this 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, one of which may be an appointment by the Company as set forth in Paragraph 4 below.
4. **Right of Company to Appoint one Committee Member:** The Union agrees that the Company shall have the right to appoint one (1) additional volunteer from within the bargaining unit who has not been appointed by the Union to

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

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

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

Washington Penn Plastics, Inc.

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

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

By _____
James Watt, Staff Representative

Signatures on file

APPENDIX G

Maintenance Steady Shift Agreement

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

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

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

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

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

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

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

- A. Effective January 1, 2014, the maintenance supervisor shall offer said

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

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

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

James Watt, Staff Representative

Date

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

Date

Signatures on file

APPENDIX H

Company's Discretionary Bonus Incentive Plan

Agreement

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

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

FOR THE UNION:

Denny Cregut
Union President

Louis Kelley
International Representative

FOR THE COMPANY:

Jeffrey E. Ross
VP of Human Resources

Robert Andy
Executive Vice President

APPENDIX I

ASSISTANT MAINTENANCE TECHNICIAN TRAINING PROGRAM –

Job Bid

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

Selection Process

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

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

Assistant Maintenance Technician Training Program (1 Year Training Program)

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

Maintenance Technician

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

2.) Pay

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

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

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

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