# AGREEMENT BETWEEN

# FPD COMPANY

**and**

# UNITED STEEL, PAPER & FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO-CLC ON BEHALF OF LOCAL 14693-AG

**2023 - 2029**

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## AGREEMENT

MADE BY AND BETWEEN FPD Company, McMurray, Pennsylvania, hereinafter referred to as the "Employer", and United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC on behalf of Local 14693-AG, hereinafter referred to as the "Union".

WHEREAS, the parties hereto are desirous of entering into an Agreement as to wage rates, hours of work 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 agents, hereby agree as follows:

### ARTICLE 1
### RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive agency to bargain collectively for the purpose of establishing rates of pay, hours of work, and other conditions of employment for hourly production and maintenance employees employed by Employer at its McMurray, Pennsylvania, facility.

1.2 The bargaining unit consists of the following positions: Laborer, Machine Shop Operator, Forge Shop Operator, Finishing/Assembly Operator, Tool and Die Operator, and Shipper. Quality assurance inspections jobs are not within the bargaining unit.

1.3 All present employees and any employees hired in the future shall on or after the thirtieth (30th) calendar day following the beginning of their employment or the effective date of this Agreement, whichever is the later, become and remain members of the Union as a condition of employment.

1.4 The Employer will check off monthly dues, uniform assessments and initiation fees as designated by the International Treasurer of the Union, on the basis of individually signed voluntary check-off authorization cards on forms agreed to by the Employer and the Union.

1.5 The Union shall indemnify and save the Employer harmless against any and all complaints, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

## ARTICLE 2
## EMPLOYMENT

2.1 New employees shall be considered to be probationary employees for a period of one hundred eighty (180) calendar days, during which time they shall have no seniority, but shall enjoy and be bound by all other provisions of this Agreement. During such probationary period, the probationary employees may be discharged at any time and for any reason which shall be deemed sufficient to the Employer. If such employees are retained beyond the probationary period, they shall immediately thereafter be classified as non-probationary employees and their seniority shall be retroactive to the date of their employment. During an employee's probationary period, the probationary employee shall not displace an individual senior employee from his job preference for more than thirty (30) working days.

## ARTICLE 3
## WAGE RATES AND PAYMENT

3.1 The basic classification rates for jobs within the bargaining unit are set forth in Appendix A. All employees are expected to perform all jobs which may be assigned to them consistent with other provisions of this Agreement. Consistent with the requirements of efficient operation of the plant and production demands, employees will be offered reasonable opportunity to learn a variety of jobs in their department.

3.2 In addition to the jobs designated in Appendix A, there may be created a job of group leader within the bargaining unit. The basic classification rate for group leader shall be 5% above the rate of the employees for whom he is the leader. Employees who are designated by the Employer to act as a group leader shall be paid the group leader rate.

3.3 Employees will be paid every two (2) weeks, with pay on Friday for the pay period ending the previous Saturday at 11:00 p.m. If Friday is a holiday, pay will be given no later than the first work day after the holiday.

## ARTICLE 4
## WAGE AND HOUR REGULATIONS

4.1 The regular work day shall consist of eight (8) hours and the regular work week shall consist of forty (40) hours. This shall not be construed as a guarantee of a minimum number of hours per day or per week.

4.2 An employee who is scheduled or notified to report for scheduled work of four (4) hours or more or who is called for an emergency callout and who does report for work shall be provided with and assigned to a minimum of four (4) hours of work. In the event the scheduled work is not available, the Employer shall have the option of assigning to him any other available work or sending him home. In either event, the employee shall receive a minimum of four (4) hours' pay at the basic classification rate of the job for which he was scheduled or notified.

4.3 All employees will receive a one-half (1/2) hour paid lunch period per turn beginning no earlier than three and one-half (3-1/2) hours nor later than five (5) hours after the beginning of the turn, except in emergency situations, but the foreman or group leader in the absence of a foreman shall have the final authority to determine the specific time.

4.4 The daily starting and quitting time shall be that time as is designated by the Employer. A change in any existing shift schedule will be made only after prior notice and discussion with the Union. The shift starting closest to 11:00 P.M. shall be the midnight shift, the shift starting closest to 7:00 A.M. shall be the daylight shift, and the shift starting closest to 3:00 P.M. shall be the afternoon shift.

4.5 For each hour worked in excess of eight (8) in a work day or forty (40) in a work week, an employee shall receive one and one-half (1-1/2) times the basic classification rate.

4.6 For each hour worked on a Sunday, the employee shall receive two (2) times the basic classification rate.

4.7 For each hour worked on a Saturday, the employee shall receive one and one-half (1-1/2) times the basic classification rate provided the employee has worked all hours for which the employee was scheduled in that work week. An employee who misses scheduled work because absent for legitimate local Union business shall be considered as having worked those hours for purposes of this Paragraph.

4.8 Nothing herein contained shall be construed to require or permit the pyramiding of premium or overtime rates or either of them. It is understood that no employee shall receive more than the rates provided in Article 5, for hours worked on a holiday. To the extent that hours are compensated for at overtime or premium rates under one provision, they shall not be counted as hours worked in determining overtime or premium rates under the same or any other provision.

4.9 For purposes of this Article, the workday shall be the twenty-four (24) hour period beginning at 11:01 p.m. The work week shall be defined as the seven (7) day period beginning 11:01 p.m. Saturday. For purposes of premium pay calculation for holidays, Saturday and Sunday, the 11:00 p.m. shift shall be deemed as beginning at 12:01 a.m. The above shall apply unless a revised schedule is mutually agreed upon between the Union and the Employer.

4.10 The Employer shall continue the practice of permitting employees with a reasonable excuse and advance notice who arrive after the start of their scheduled shift to make up their regularly scheduled eight (8) hours. Permission to use this make up time shall have no application to the attendance and tardiness policy.

## ARTICLE 5
## HOLIDAYS

5.1 The following holidays shall be recognized as legal holidays: New Year's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; the day after Thanksgiving Day; the day before Christmas Day; Christmas Day; the day before New Year's Day; and two (2) personal holidays per calendar year.

The personal holidays may be requested and scheduled at the same time and in the same manner as vacation is requested under Article 6.5. If the personal holiday is not so scheduled, it may be requested on a first come, first get basis, by giving two (2) workdays' notice to the supervisor with the exception at the Company's sole discretion of a family emergency with a showing of proof. In either event, except for the first day of deer season in Pennsylvania when there are no limits, or in the event of a plant-wide or department-wide shutdown, the number of employees in a department who can schedule a personal holiday on any day is the same number as can schedule a week's vacation in that department. Employees are not eligible for any personal holidays in the first 90 days of employment. Personal holidays may not be carried over to a subsequent calendar year.

5.2 All employees covered by this Agreement who perform work or are on vacation during the two (2) calendar week period preceding that calendar week in which the holiday falls shall receive eight (8) hours of pay at the employee's basic classification rate for each of the above enumerated holidays under the following conditions:

5.3 The employee must have worked his last full (eight hour) scheduled work day prior to and his next full (eight hour) scheduled work day after such holiday except as such absence may be excused by Employer upon presentation of a reasonable excuse.

5.4 When one of the above enumerated holidays falls on a Sunday, the next following day which is not itself a holiday shall be observed as such holiday, unless the Union and the Employer mutually agree on a revised schedule. When one of the above enumerated holidays falls on a Saturday, the next preceding day which is not itself a holiday shall be observed as the holiday, unless the Union and the Employer mutually agree on a revised schedule.

5.5 When one of the holidays falls during the regular vacation of the employee entitled to holiday pay, the employee shall receive his holiday pay and if the holiday falls on a Monday, the employee shall have the Friday before off, and if the holiday falls on a Friday, the employee shall have the following Monday off. The employee may elect to receive pay in lieu of an additional day off. Provided, however, if the vacation week contains the Thanksgiving, Christmas, or New Year's holiday, the employee shall receive pay but no additional time off.

5.6 Employees who are required to work on any of the above enumerated holidays shall be paid the holiday pay in addition to two (2) times the basic classification rate for hours actually worked on the holiday.

5.7 Unworked holidays shall be counted as a day worked in computing overtime pay.

5.8 The Company will provide 60 days' notice of a holiday shutdown. The Company retains the right to shut down without notice due to unforeseen circumstances. The Company also may cancel a previously scheduled holiday shutdown due to unforeseen circumstances.

## ARTICLE 6
## VACATION

6.1 Each employee shall receive vacation day(s) for each complete one hundred-fifty (150) hours worked in the preceding calendar year in accordance with the following chart and up to the maximum shown, except that an employee who has fifteen hundred (1,500) or more hours worked in the preceding calendar year shall receive the maximum number of days for the employee's years of service.

| Years of Service as of 12/31 of preceding calendar year | Days of Vacation per 150 hours | Maximum |
|---|---|---|
| 0 – 6 | 1 | 10 |
| 7 – 14 | 1 | 15 |
| 15 and up | 1 | 20 |

An employee's years of service as of December 31 shall include the additional year which the employee will attain in the following calendar year. If an employee who uses the additional excess vacation allowed by this provision resigns before the employee's anniversary date, the Employer may deduct the extra vacation week from the employee's final pay check.

6.2 The term "hours worked" in this Article shall include (1) hours actually worked; (2) paid holiday hours; (3) paid vacation hours; (4) scheduled hours missed due to a bonafide non-work related accident or illness, up to a maximum of five hundred (500) hours; (5) scheduled hours missed due to an accident or illness for which the employee receives

Worker's Compensation, up to a maximum of one thousand (1,000) hours; (6) hours missed on approved absence on Union business; and (7) hours for which the employee receives bereavement pay.

6.3 Employees shall be paid eight (8) hours at the basic classification rate for each day of vacation.

6.4 The Employer and employee may mutually agree that the employee shall receive pay in lieu of vacation time off.

6.5 Vacation slips will be passed out in the first week of November, and must be completed and returned to Employer immediately following the Thanksgiving holiday. If deadline is not met the employee loses seniority rights as far as vacation scheduling. Vacation will, so far as possible, be granted at times most desired by employees (longer service employees being given preference as to choice). All vacation schedules shall be posted no later than the first day of the new calendar year. An employee shall have thirty (30) days from the first day of the new calendar year to challenge the vacation posting. The Employer shall not have the right to reschedule an employee's vacation to coincide with a period of layoff or shutdown without the consent of the employee.

One week of vacation may be split into individual days. An employee entitled to three (3) or more weeks of vacation may split an additional week of vacation into individual days. An employee who splits a week's vacation may take individual days during the year by giving the Employer notice prior to the start of the shift and obtaining the supervisor's approval. No more than two (2) individual days may be taken in any calendar week, unless a documented medical emergency occurs.

An employee who is entitled to four (4) weeks of vacation may split an additional week of vacation into blocks of three (3) and two (2) days or two (2) and three (3) days under the following conditions: (1) the normal maximum per department limitations shall apply, (2) the split week vacation may be scheduled in advance after all full week vacations have been scheduled, (3) if not scheduled during the vacation scheduling period, seven (7) calendar days notice must be given to the Company and days will be awarded on a first come first get basis.

6.6 Any employee with seven (7) or more years of seniority as of December 31 of the preceding calendar year who has worked fifteen hundred (1,500) hours or more shall receive a vacation bonus in the following amounts:

| 1/01/2024 | 1/01/2025 | 1/01/2026 | 1/01/2027 | 1/01/28 | 1/01/29 |
|---|---|---|---|---|---|
| $500 | $500 | $500 | $500 | $500 | $500 |

The bonus shall be payable with the fortieth ($40^{th}$) hour vacation check paid during the following year.

## ARTICLE 7
## FUNERAL LEAVE

7.1 When death occurs in an employee's family, the employee upon request will be excused and paid in accordance with the following table:

| 3 Paid Days | 1 Excused day (no pay) |
|---|---|
| Legal Spouse | Brother-in-law |
| Mother | Sister-in-law |
| Father | |
| Mother-in-law | |
| Father-in-law | |
| Grandmother | |
| Grandfather | |
| Spouse's Grandmother | |
| Spouse's Grandfather | |
| Son | |
| Daughter | |

Grandchild
Brother
Sister
Stepfather, Stepmother, Stepchildren, Stepbrother, or Stepsister when they have lived with the employee in an immediate family relationship

The time off under this Section 7.1 shall be between the date of death and 30 days following the date of death. Payment for each day shall be eight (8) times the employee's basic classification rate. An employee will not receive funeral pay when it duplicates pay received for the time not worked for any other reason. Time thus paid will not be counted as hours worked for purposes of determining overtime or premium pay liability. Management has the right to ask for evidence of death in the family and relationship to family member.

7.2 During a week in which an employee receives bereavement pay, the employee may volunteer but will not be required to work overtime, and available overtime will not be attributed for equalization purposes. The employee must specifically advise his supervisor prior to posting of the overtime schedule that he wishes overtime.

7.3 Additional funeral leave beyond what is allowed in Section 7.1 may be granted at the Company's discretion upon request by an employee. This time shall be unpaid. However, the Company may, at its discretion, allow the employee to move vacation time to cover the unpaid days.

## ARTICLE 8
## CONTINUOUS SERVICE

8.1 Continuous service shall be calculated from the date of first employment or reemployment following a break in continuous service.

8.2 Continuous service shall be broken by:

8.3 Discharge;

8.4 Quit;

8.5 Layoff in excess of four (4) years;

8.6 Absence due to a physical disability or illness in excess of two (2) years (four (4) years for injury received while performing work for the Employer and for which the employee receives workers compensation) or the employee's length of continuous service at the time of separation from active service, whichever is less. Provided, however, that an employee with two (2) or more years of seniority at the time of separation from active service on workers' compensation shall have four (4) years;

8.7 Failure to report for work, or failure to report off, for three (3) consecutive working days, including scheduled Saturdays which were posted prior to the employee's last leaving work or about which the employee was notified, without an excuse acceptable to the Employer being presented within the three (3) day period;

8.8 Failure to report from layoff within ten (10) calendar days after sending of notice of recall by certified mail, return receipt requested, except that an employee who is on layoff shall have the option of remaining on layoff for any week for which he is recalled when the Employer does not reasonably expect at least thirty-two (32) hours of work to be available for the employee in the week of recall. The Employer shall advise the employee at time of recall of the number of expected hours of work, but the Employer shall sustain no penalty for errors if its estimate was reasonable at the time it was made. The Employer shall be entitled to rely on the last written address furnished by the employee. An employee who fails to report will not lose continuous service if he has neither been contacted personally by the Employer nor been contacted by the postal service based upon records showing delivery or notification of attempted delivery during the ten (10) day period. The Union will be given copies of the recall letters when sent.

8.9 Questions concerning the proper application of this provision may be processed through the grievance procedure.

8.10 In the event of a planned layoff, the Employer will provide the Union, and the employees affected, with twenty-four (24) hours' notice of the planned layoff. The Union shall receive a list of the employees laid off, with date of hire and job title. In lieu of notice to the employee or Union, the Employer may give eight (8) hours pay to the affected employee(s).

Layoffs shall be by date of company seniority in the department affected, with the least senior employees in the department laid off first.

An employee who is laid off from the employee's bid department may exercise the employee's company seniority to bump the least senior employee in another department as follows:

An employee may bump into the machine shop only if the employee has previously held a bid job in the machine shop or tool and die shop..

An employee may bump into the tool and die shop only if the employee has previously held a bid job in the tool and die shop.

An employee may bump into the forge shop or the Finishing and Assembly department only if the employee has previously held a bid job in either the forge shop or the Finishing and Assembly department.

An employee may bump into the Shipping Department only if the employee has previously held a bid job in the Shipping Department. As of the date of ratification of the 2017 Agreement, no employees outside of those currently in the shipping positions shall be deemed to have held a bid job previously in the Shipping Department.

In the event of a recall from layoff, employees will be recalled based upon seniority in reverse order of layoff in accordance with the foregoing criteria used during the layoff. Employees not qualified for recall will retain their seniority status on the recall list for the next or subsequent recall. An employee who displaced a junior employee from a job or who was displaced from a job must return to the original bid job when it becomes available based upon seniority.

8.11 An employee who is promoted out of the bargaining unit shall for all purposes retain bargaining unit continuous service for a cumulative total of twenty-six (26) weeks. If at the end of that twenty-six (26) week period, the employee remains in a job outside the bargaining unit, he shall forfeit all rights of returning to the bargaining unit. The employee shall remain a member of the bargaining unit and continue to pay normal union dues during this period, unless the employee voluntarily relinquishes his right to return to the bargaining unit under this provision.

8.12 If the Employer opens another facility within a fifty (50) mile radius of the existing McMurray plant, and any employee at the McMurray, Pennsylvania plant is laid off as a result of the opening of the new facility, the laid off employee shall be offered employment at the new facility provided the employee has the necessary ability to perform the work at the new facility.

## ARTICLE 9
## GROUP LEADERS

9.1 The Employer may create the position of group leader for such periods of time as may be necessary, may designate the employees who shall fill the group leader job, may assign the group leaders to perform such production work as the Employer may designate, and may abolish the position. Employees designated by the Employer to act as a group leader may be required to work schedules that are different from the work schedules applicable to the remainder of the workforce. If future vacancies develop in the group leader job and if the Employer determines that the vacancy shall be filled, employees shall be permitted to bid and the Employer shall select the replacement from among the employees bidding if any such employees possess the necessary qualifications. Any such bid shall be valid for a period of sixty (60) calendar days and notification of the results shall be posted. A group leader in the absence of a foreman will be required to report any misconduct or problems but is not authorized to take any disciplinary action.

## ARTICLE 10
## WORK BY SUPERVISORS AND CONTRACTORS

10.1 No member of Management at the plant shall perform work on a job normally performed by an employee in the bargaining unit at the plant. This provision shall not be construed to prohibit members of management from performing the following types of work:

10.2 to assist, educate and instruct, or to introduce new equipment, products, techniques or procedures;

10.3 in cases of emergency where an employee's position is needed as soon as possible, and the Employer is unable to fill the position with a qualified bargaining unit employee, a member of management may be used, but only after discussion with any official from the union;

10.4 work that is necessary and immediate. That right to utilize employees in this flexible capacity is of vital importance to the successful operation of the business. The right of flexibility is not intended to take work away from the bargaining unit employees, nor will it take work or overtime opportunities away from the bargaining unit employees.

10.5 Non-bargaining employees will not replace the bargaining unit employees who are on layoff or cause bargaining unit employees to be laid off or cause bargaining unit employees to suffer a loss of overtime, except as provided in Article 10.8.

10.6 Work which is incidental to duties of members of Management on a job normally performed by such persons, even though similar to duties found in jobs in the bargaining unit, shall not be affected by this provision to the extent such work is normally performed. It is not intended that the language of this paragraph shall cause Management to extend its prerogative to have such work performed by members of Management.

10.7 During periods of force reductions, the parties are aware that each of them will be especially sensitive to this provision, recognizing both the need for employee job security, and the need to maintain reduced manpower costs in light of the hard economic situation. The parties will meet as necessary to discuss any problem.

10.8 The restrictions on the performance of work by members of Management imposed by 10.1 - 10.5 above shall not be applicable during periods of reduced production not caused by layoff on all turns on which there are four (4) or fewer bargaining unit employees scheduled to work. On such turns, one (1) supervisory person per turn may without restriction perform work normally performed by a bargaining unit employee if the supervisory employee was at one time a member of the bargaining unit. It is understood that Foremen may, from time to time, assist bargaining unit employees regardless of the number of bargaining unit employees scheduled to work.

10.9 Notwithstanding the restrictions in 10.1 - 10.5 above, the Employer may appoint one (1) systems maintenance supervisor for each operation who shall be permitted to perform all maintenance work. When performing maintenance work on a machine to which a bargaining unit employee is normally assigned to work, the bargaining unit employee shall assist the system maintenance supervisor unless the employee is assigned to work on another machine.

10.10 Non-bargaining unit employees and contractors shall continue to have the right to perform maintenance work, except for weekly machine maintenance performed by bargaining unit employees as of August 31, 2001.

10.11 The Employer shall have the right to subcontract production work when contracting is more reasonable than doing the work with bargaining unit employees. Although other factors may also make contracting more reasonable, contracting shall be deemed more reasonable when any of the following circumstances exist:

10.12 Employer does not have necessary tools or equipment to perform the work.

10.13 Employees do not have experience in performing the required work.

10.14 The work cannot be completed on time by using bargaining unit employees on a normal workweek with department overtime.

10.15 No employees who would normally perform the work are on layoff with recall rights, or the work would require less than seven (7) working days to perform.

10.16 Employer will meet and discuss with the Union prior to committing to contracting work which is not normally contracted seven (7) days before contracting it out.

10.17 A management employee may assist in performing the shipper's job in times of heavy volume or in absence of the shipper if no qualified bargaining unit employee is available.

## ARTICLE 11
## OVERTIME

11.1 Overtime (those hours which are paid as provided in Article 4.5, 4.6, or 4.7) shall be allocated among bargaining unit employees within each Department as equally as reasonably possible. However, when full shifts are not required to work overtime, the employees who normally perform the job will be scheduled or asked first as equally as reasonably possible. Provided, however, for Sunday work, the senior qualified employee(s) in the department shall be scheduled or asked first. Sunday time so worked shall be counted toward total equalization of overtime.

11.2 Overtime to be worked on Saturday or Sunday shall be posted one (1) hour prior to the end of the daylight shift on the preceding Wednesday. Daily overtime shall be posted 24 hours ahead of time. Neither posting provision shall be applicable when the work which is to be performed on overtime is work which could not reasonably have been anticipated at or before the posting time.

11.3 Employees shall be required to accept daily and weekly overtime as scheduled, except that if an employee has a reasonable excuse for being unable to work overtime on a particular day, an attempt will be made to find another employee to work the overtime. In the event the supervisor cannot find an employee to work the overtime in question, overtime shall be worked by the least senior qualified individual.

## ARTICLE 12
## CHANGE OF DUTIES

12.1 In accordance with existing practice, employees in each department (Forge, Finishing and Assembly, Machine Shop, Shipping Department and Tool & Die Shop) from time to time shall be entitled to exercise their continuous service to select a job in that department which they are qualified to perform. The Employer may require that an employee remain on a selected job for up to thirty (30) calendar days, provided that if the employee has not previously worked on a machine, he may be required to remain for up to sixty (60) calendar days. This selection shall be referred to as the "job preference" process.

12.2 If an opening occurs in a job as a result of an additional job being created or as a result of a vacancy created by the departure of an employee, and another employee is not assigned by the Employer under the temporary assignment provisions, the job may be filled for thirty (30) calendar days with such bargaining unit employee as the Employer may assign. After thirty (30) days, the job opening shall be posted for bid by bargaining unit employees. The opening shall be posted for seven (7) working days. This process shall be known as the job bidding process.

12.3 In filling the opening, seniority and qualifications shall be considered. If qualifications are substantially equal, the senior employee with continuous service shall be awarded the job. In an event of multiple vacancies in one department, the employer shall post the bid and include the total number of positions to be filled on the bid. There shall be a trial period of up to thirty (30) working days, during which time the employer may direct the employee back to the employee's original job. During the same thirty (30) working days, the employee may request to return to the employee's original job. If multiple employees bid on the job, then the next senior employee with qualification shall be awarded the job. If no other employee(s) bids the job, the employer may continue to keep the first bidder on that job until a new bidding process is filled.

12.4 A position may be filled pursuant to a bid for a maximum of sixty (60) calendar days after the bid is closed.

12.5 An employee may bid on a new job from one department to another no more frequently than once every twelve (12) months except for a posted position for which no other employee submits a bid. Notwithstanding the previous sentence, no employee will be eligible to bid on his/her previous job for a period of twelve (12) months.

12.6 An employee may be given a job other than their preferred or bid job to fill a vacancy or otherwise to fill when necessary for production need for a maximum of thirty (30) working days.

12.7 When the total workforce is not to be reduced by layoff but an imbalance of work exists between the workload in any department and the number of employees holding job rights in that department, the employer may assign excess employees to another department until the workload justifies their return to their home department. Home department refers to the displaced employee(s) home department. In filling the new openings created by the workload imbalance, the employees from the home department shall be asked in order of seniority. If there are no volunteers from the home department, the openings will be filled starting with the least senior employee in the home department. Such assignment shall not be considered as creating a job opening for which bidding is required.

12.8 If a vacancy occurs due to sickness or injury, the employer may offer the position to the most senior qualified to the least senior qualified, and if no one takes the position, the least senior qualified shall be assigned that position until the absent employee returns.

12.9 The employee may be given a job other than preferred or bid job to provide training to an employee for a period of up to thirty (30) working days.

12.10 Pursuant to Section 12.3, from time to time the Employer may add a totally new operation which is more than a modification or addition to a then existing operation. Selection of employees to man the new operation shall be made from the current employee work force in order of length of continuous service. Provided, however, that the Employer shall have the right to hire specifically skilled employees for such jobs where the training of existing employees is not feasible. The employee may elect to return to the employee's former job for up to thirty (30) working days after commencement of training in the new position. Thereafter, he must remain on the new job for twelve (12) months. The vacancy created by the employee's change of job will be filled by the procedures described above.

## ARTICLE 13
## GRIEVANCE PROCEDURE

13.1 A grievance is defined to be any question or controversy between the Employer and one or more employees or the Union as to the interpretation or application of or compliance with any terms of this Agreement.

13.2 Should any grievance arise, there shall be no suspension of work on account thereof, but an earnest effort shall be made to settle it promptly in the manner set forth below. A settlement in any step shall close the matter and a failure to appeal to the next step within the time limit prescribed shall be considered as a settlement. Grievances must be reduced to writing upon forms to be mutually agreed upon, before they may be processed to the second step. The procedure shall be as follows:

13.3 FIRST: Between the aggrieved employee, a Union representative if the employee so desires, and the Foreman within five (5) working days after the occurrence of the matter complained of. The Foreman shall respond to the grievant and/or steward within ten (10) working days of the grievant and Foreman meeting. In the event the Foreman does not respond within the ten (10) working days, the grievance will be deemed denied and automatically appealed to the second step of the grievance procedure.

13.4 SECOND: If the dispute is not settled at the First Step, the grievance may be referred to the Department Supervisor within five (5) working days after the Foreman's answer is given. The aggrieved employee, the Unit Chair, a grievance person, and the Department Supervisor and up to two (2) additional members of management shall consider the grievance.

The Department Supervisor has fifteen (15) working days to respond after it has been presented. In the event either party does not follow the limits outlined, the grievance will be considered resolved in favor of the other party on a non-precedent basis, unless the parties agree to extend such time limits by mutual written agreement.

13.5 THIRD: If the dispute is not settled at the Second Step, the grievance may be referred to the President of the Employer or his designated representative within seven (7) working days, or more, if mutually agreed upon, after receipt of the Superintendent's written answer or automatic appeal. The aggrieved employee, representatives of the Local Union, the International representative of the Union, and the Employer President or his designated representative and other Employer representatives shall consider the grievance. The meeting at the Third Step shall be held within 30 calendar days following receipt of the appeal to the Third Step, or more, if mutually agreed upon. The Employer will send a written answer to the Union within fifteen (15) working days of the meeting. In the event either party does not follow the limits outlined, the grievance will be considered resolved in favor of the other party on a non-precedent basis, unless the parties agree to extend such time limits by mutual written agreement.

13.6 FOURTH: If the dispute is not settled at the Third Step, the grievance may be appealed to an impartial arbitrator, provided notice to appeal to arbitration is served within fourteen (14) working days after receipt of the Employer's written answer. In the event either party does not follow the limits outlined, the grievance will be considered resolved in favor of the other party on a non-precedent basis, unless the parties agree to extend such time limits by mutual written agreement.

13.7 The arbitrator shall be selected by mutual agreement of the parties, and if no agreement is reached within ten (10) working days after notice of appeal, either party, with notice to the other, may request the Federal Mediation and Conciliation Service to submit a list of arbitrators. All arbitrators on the list must be members of the National Academy of Arbitrators and be from a sub-regional panel. In the event either party does not follow the limits outlined, the grievance will be considered resolved in favor of the other party on a non-precedent basis, unless the parties agree to extend such time limits by mutual written agreement. The arbitrator shall be selected by the parties alternately striking names from the list until one name is left. Decisions of the arbitrator shall be final and binding on both sides. The arbitrator shall have the authority only to rule upon the interpretation and application of this Agreement and shall have no power to either add to or detract from the Agreement. The expenses incident to the arbitration, and including the arbitrator's salary or fee, shall be paid equally by the parties.

13.8 The Union shall designate in writing to the Employer its grievance representatives.

## ARTICLE 14
## DISCHARGE OR DISCIPLINE OF EMPLOYEES

14.1 The right to discharge or discipline employees shall be the prerogative of the Employer, except that no discharge or disciplinary action shall be made without just cause.

14.2 An employee shall not be peremptorily discharged. In all cases in which the Employer may conclude that the employee's conduct may justify discharge, he shall be suspended initially for five (5) calendar days. During this period of initial suspension, the employee may, if he so requests, have a hearing before the Company's designated representative. After such hearing or if no hearing is requested, the Employer shall determine the ultimate disposition of the discipline. If the employee is not satisfied with the ultimate disposition, he may file a grievance in Step Three of the Grievance Procedure set forth in Article 13 within three (3) working days after notice of the disposition.

14.3 Any grievance with respect to any disciplinary action taken by the Employer shall be filed within five (5) working days after the action complained of has occurred. Failure to file a grievance within this five (5) working day period shall preclude the filing of a grievance.

14.4 In imposing discipline on any employee, the Employer shall not consider in determining the severity of the discipline any prior discipline imposed more than 104 working weeks prior to the latest disciplinary event. "Working week" shall mean any week in which the employee performed work for the Employer.

## ARTICLE 15
## ABSENCE

15.1 Employees, if they are to be late or absent, shall so notify the Employer as soon as possible and in any event no later than one (1) hour before the scheduled starting time, unless such notice is impossible under the circumstances.

15.2 Employees are expected to keep their absences in any consecutive twelve (12) month period to ninety-six (96) hours or less.

15.3 Suspensions, vacations, holidays, absence due to industrial accidents at the Employer's facilities, Saturdays or Sundays missed prior to or following personally scheduled vacations of one week or more, absences which are protected by law, and absences for which prior approval has been received, are not counted as absences.

15.4 The Company may require, at its discretion, a report from an attending physician explaining the medical reason, and a return to work certificate for any absence of two (2) consecutive days or more because of illness. If this report is not provided by the employee when requested, the absence shall be counted as scheduled hours missed. Employees who must leave the facility during their shift due to a work-related injury will be paid for time away from the facility that day at their regular rate up to but not exceeding the end of their shift, not including overtime.

15.5 Employees are also expected to keep their incidents of tardiness (including arriving late or leaving early) as herein defined to twenty (20) or less in any consecutive twelve (12) month period. An incident of tardiness occurs when the employee fails to clock in at the designated starting time or leaves work prior to completing their entire scheduled shift, including any assigned overtime. Any scheduled work time missed due to tardiness (including arriving late or leaving early) of less than two (2) hours will result in a tardiness incident but no charge against the absence total. An employee who is two (2) hours or more late or who leaves work two (2) or more hours early will not receive a tardiness incident but the hours missed will be charged against the absence total.

15.6 If at any time an employee is absent for a cumulative period in excess of forty-eight (48) hours, or has ten (10) or more incidents of tardiness, in a twelve (12) month period or less, the employee will receive a written warning.

15.7 If the employee, having received a written warning, incurs no further discipline for absenteeism or tardiness within twelve (12) months of the written warning, the letter will be removed from his personnel file.

15.8 If at any time an employee is absent for a cumulative period in excess of seventy-two (72) hours or has fifteen (15) or more incidents of tardiness, in a twelve (12) month period or less, the employee will receive a three (3) day suspension.

15.9 If at any time an employee is absent for a cumulative period in excess of ninety-six (96) hours, or has twenty (20) or more incidents of tardiness, in a twelve (12) month period or less, the employee will be discharged, the procedures of which will be subject to Article 14 – Discharge or Discipline of Employees.

**Overtime Credit**

15.10 Employees' mandated overtime hours worked will be accumulated on a rolling twelve (12) month basis.

15.11 An employee may elect to use accumulated mandated overtime hours worked to remove absence from an employee's record in blocks of eight (8) hours. For each block of eight (8) hours removed from an employee's absentee record, the employee's accumulated mandated overtime hours worked will be reduced by thirty-two (32). Employees may only remove six (6), eight (8) hours blocks on a rolling twelve (12) month basis.

The Company agrees that upon ratification, all employees' absenteeism will be reduced to zero.

## ARTICLE 16
## INSURANCE AND SICK PAY

### A. Medical Insurance

16.1 Subject to change pursuant to Article 16.3, Employer will offer eligible employees coverage under the medical/prescription drug/vision plan currently in effect. The Employer also will provide eligible employees with the opportunity to purchase coverage under a dental plan at the employee's sole cost.

16.2 Beginning January 1, 2024, employees who elect coverage shall pay the following percentages of the total premium for the coverage elected and that same percentage of the yearly deductible amount for the coverage selected. The Employer shall pay the balance of the in-network deductible amount in accordance with the applicable practice. Prior to January 1, 2024, employees will continue to pay the portions of premium and deductible as set forth in the prior collective bargaining agreement.

| | 1/1/24 | 1/1/25 | 1/1/26 | 1/1/27 | 1/1/28 | 1/1/29 |
|---|---|---|---|---|---|---|
| HRA | 23.0% | 24.0% | 24.0% | 24.0% | 24.0% | 24.0% |
| HSA | 19.0% | 20.5% | 21.0% | 21.0% | 22.0% | 23.0% |

16.3 During the term of this Agreement, Employer may substitute plans which provide substantially the same benefits as are provided by the current plan, or the Employer may modify the amount of the deductible or elect to become a self-insurer for all or part of the provided benefits. In addition, if required by Federal or State law the Employer may amend the medical plans. The Employer shall meet with the Union prior to making any changes in the medical plans.

In addition, if the premiums for any plan increase more than fifteen percent (15%) in any plan year beyond the premium rates paid for in the previous plan year, the Employer reserves the right to seek alternative coverage. If the Employer chooses this option, the Employer and the Union agree to mutually seek and obtain alternative coverage that is agreeable to both parties. Should the parties not agree on the alternative coverage plan, the Employer has the right to select the alternative coverage that maintains a 15% or less increase in premium.

16.4 The medical and dental insurance premium payments by the Employer shall begin and end for any employee as follows:

16.5 Coverage shall begin and the Employer will begin to pay premiums for the period (a) following completion of ninety (90) calendar days of employment; or (b) following a return to active employment if coverage has ceased under the provisions of Paragraphs 16.6 through 16.9.

16.6 The Employer will stop paying premiums for an employee who is no longer actually performing work for the Employer in accordance with the following schedule:

16.7 At the end of the calendar month following the calendar month in which the employee last performs actual work for the Employer, for an employee who is laid off. At the end of the month of the last day of actual work, for an employee who is terminated.

16.8 At the end of the sixth ($6^{th}$) calendar month following the calendar month in which the employee last performs actual work for the Employer, for an employee who is absent because of a work or non-work related accident or illness.

16.9 Any period for which the employer may be required to provide coverage under the Family and Medical Leave Act which exceeds the requirements of Paragraphs 16.7 and 16.8 above.

16.10 The Federal law COBRA (The Comprehensive Omnibus Budget Reconciliation Act), requires the Employer to continue to make coverage available to the employee for a period of time after the employee is no longer actually performing work for the Employer. In addition, COBRA permits the Employer to require the employee to pay up to 102% of premiums paid by the Employer. The Employer shall comply with this law. During the term of this agreement the Employer may change the company used to administer COBRA or the Employer may decide to administer the COBRA program.

**B. Life, Dismemberment and Disability**

16.11 Employer will provide employees with group life, dismemberment and short-term disability insurance, at no cost to the employee. The major provisions of the group life, dismemberment and short-term disability insurance are outlined as follows:

16.12 Group life insurance in the amount of $35,000.00. Accidental dismemberment insurance equal to the full or one half the amount of the life insurance, based on the extent of the dismemberment. The increased life insurance amount will take effect on January 1, 2024.

16.13 Short-term disability insurance covering non-work related absences beginning with the first (1st) day of an absence due to an accident and the eighth (8th) day of an absence due to an illness, for a maximum period of twenty-six (26) weeks in the following amounts per week:

| Absence Beginning After | Amount |
|---|---|
| January 1, 2024 | $700 |

In addition, the Employer shall pay for days missed during the worker's compensation waiting week the amount the employee would be entitled to receive if paid by worker's compensation.

16.14 Employees have been provided Group Insurance Certificates and Summary Plan Descriptions for these plans. These documents provide detailed comments regarding the group coverage and are the governing documents regarding the plans.

16.15 During the term of this agreement, Employer may substitute plans which provide substantially the same benefits as are currently provided under group life dismemberment and short-term disability plans, or the Employer may elect to become a self-insurer for all or a part of the provided benefits. In addition, if required by Federal or State law the Employer may amend the group life and short-term disability plans.

16.16 The group life, dismemberment, and short term disability insurance premium payments by the Employer shall begin and end for any employee as follows:

16.17 Coverage shall begin and the Employer will begin to pay premiums for the period (a) following completion of ninety (90) calendar days of employment; or (b) following a return to active employment if coverage has ceased under the provisions of Paragraphs 16.18 to 16.20.

16.18 The Employer will stop payment of premiums for short term disability for an employee who is no longer actually performing work for the Employer, and shall stop payment for group life and dismemberment in accordance with the following schedule:

16.19 At the end of the calendar month following the calendar month in which the employee last performs actual work for the Employer, for an employee who is laid off. At the end of the month of the last day of actual work, for an employee who is terminated.

16.20 At the end of the sixth ($6^{th}$) calendar month following the calendar month in which the employee last performs actual work for the Employer, for an employee who is absent because of a work or non-work related accident or illness.

## ARTICLE 17
## MANAGEMENT OF THE PLANT

17.1 The Union recognizes that subject only to the express conditions of this Agreement, the supervision, management and control of the Employer's business, operations and plant are exclusively the function of the Employer.

17.2 It shall not be a violation of any provision of this Agreement for the Employer to operate any facilities at other locations, nor to perform any type of work at another facility which type of work was formerly or is now performed at McMurray, Pennsylvania.

## ARTICLE 18
## NO STRIKES OR LOCKOUTS

18.1 The parties mutually agree that there shall be no strike, work stoppage, slow down, sit down, or picketing by the Union, its members or representatives, or lockout on the part of the Employer during the existence of this Agreement.

## ARTICLE 19
## SAFETY AND HEALTH

19.1 The Employer and the Union will cooperate in the continuing objective of eliminating accidents and health hazards. The Employer shall continue to make provisions for the safety and health of its employees at the plant during the hours of their employment and will take steps to comply with applicable laws and regulations. It is understood by the parties that to achieve the above objective, it is necessary that employees abide by all safety and health rules and use protective devices, wearing apparel and other safety equipment provided in accordance with Article 19.2. The parties recognize their obligations and rights under Federal and State law, and no employee will be disciplined for exercising such right.

19.2 Protective devices, wearing apparel and other equipment necessary to properly protect employees from injury shall be provided by the Employer in accordance with practices now prevailing or as such practices may be improved from time to time by the Employer. Each employee shall purchase safety shoes in accordance with the Letter Agreement dated August 3, 1972. Goggles, face shields, gloves, and special purpose apparel when necessary and required shall be provided by the Employer without cost except that the Employer may assess fair charge to cover loss or willful destruction thereof by the employee.

19.3 The Unit Chairman and/or Unit Safety Chairman may take up any issue relating to the safety of the employees directly with the Employer's President or his designated representative. If a satisfactory resolution is not reached, a grievance may be filed at the Third Step.

19.4 No employee shall be required to work on any job with which the employee is unfamiliar until the employee has received proper safety instruction on the performance of the operation(s).

19.5 If an employee in good faith and with reasonable basis believes that there exists an unsafe condition (apart from the normal hazards inherent in the usual operation of the job) so that such employee or another employee is in danger of injury, he shall immediately notify his foreman (or group leader in the absence of a foreman or other supervisor) of the specific facts relating to such unsafe condition. The foreman shall immediately investigate such alleged unsafe condition. If the foreman finds there is an unsafe condition, appropriate measures shall be taken to correct such condition or otherwise remove all employees from the threat of injury. If the foreman is of the opinion there is not an unsafe condition, the notifying employee and any employee believed to be threatened with injury shall have the right to either (a) continue working and request an immediate investigation of the condition (as described below) or (b) request immediate relief from the job (without loss to right to return to such job once the hazard has been corrected or the employee is otherwise satisfied that no hazard continues to exist), in which event the Employer may, in its discretion, assign the requesting employee(s) to such other work as may be available. An employee not exercising in good faith the right to relief under clause (b) above will be subject to discipline. No employee will take steps pursuant to this paragraph 19.5 to prevent another employee from working except to communicate the perceived unsafe condition to such other employee. If an investigation is requested, it shall be held as soon as practicable and shall include the presence of each of (1) the foreman, (2) the person responsible for plant safety matters (or his designated representative), and (3) the Unit Chairperson (or his designated representative), and (4) the affected employee(s), each of whom will be granted access to the plant as necessary to conduct such investigation. If the matter is not resolved to the satisfaction of the Union, it may file a contract grievance with respect to the matter, which grievance will be initiated at step three (3) of the grievance procedure.

19.6 The Employer agrees upon request, to provide the Union with information required by law or reasonably necessary to enforce the provisions of this Article.

19.7 There shall be established a joint Union-Management Safety and Health Committee. This Committee shall be composed of a Safety Representative from each recognized area and the Unit Safety Chairman. The Committee shall meet once a month at a time mutually agreeable to both parties for the purpose of conducting safety inspections and/or discussing safety issues. Additional Safety Continuous Improvement meetings may be called at the direction of the General Manager or designee to address specific Health and Safety issues. Each party shall present its proposed agenda in writing seven (7) days prior to the meeting. The Committee Representatives will discuss any safety issues and any recognized safety problem will be addressed and corrected as soon as reasonably possible. Minutes of each meeting will be prepared by the Employer and sent to the Union Safety Chairman and Unit Chairman within ten (10) calendar days of the meeting. Committee members will be paid for any scheduled work time missed to attend Committee meetings and for other Safety and Health activities approved in advance by the Employer.

## ARTICLE 20
## PENSIONS

20.1 The Employer shall contribute the amounts specified below for each hour actually worked (including each hour of paid vacation, holiday, or bereavement) by each employee and for up to one thousand forty (1,040) hours for each injury at eight (8) hours per day for time missed while an employee is absent on a worker's compensable injury to an individual account maintained for that employee with the USWA Pension Trust Fund. The Employer's sole obligation shall be to make the foregoing contribution and the Employer shall have no duty, obligation or liability with respect to the payment of benefits.

| | |
|---|---|
| 9/1/23 – 8/31/25 | $1.75 |
| 9/1/25 – 8/31/27 | $1.85 |
| 9/1/27 – 8/31/28 | $1.95 |
| 9/1/28 – 8/31/29 | $2.00 |

## ARTICLE 21
## MISCELLANEOUS PROVISIONS

21.1 Employees shall have access to a telephone for the purpose of making or receiving emergency telephone calls.

21.2 The Employer shall have the right to have floor scrubbing performed by an outside contractor and/or the laborer as the Employer may from time to time elect.

21.3 The Employer may create a laborer position and fill such position(s) as the Employer may determine from time to time. The laborer position may perform general labor work such as floor scrubbing, chip removal, weekly machine maintenance, roto-finishing, assisting the shipper when the shipper is present, loading and unloading trucks, clean and wipe down equipment and plant facilities, performing outside cleaning and maintenance, operate the coolant burn-off unit, count billets and forgings, shot blasting, sand blasting, and work in the warehouse. If the Employer assigns work that is not traditional bargaining unit work to the laborer, the Employer retains the right to remove that work from the laborer position.

The laborer shall be subject to all seniority rules, except that the Employer shall have the complete discretion in whether or not to award the labor a bid to a higher rated job. Any person holding a higher rated job shall be permitted during a force reduction to bump into the labor position at the laborer rate.

In addition to the above, the laborer can be assigned to perform the shipper's job under the following circumstances:

If the shipper is absent for less than one full work week, the laborer(s) on the daylight shift shall be offered the position in order of seniority, and the least senior must accept the assignment.

If the shipper is absent for a full week(s), the shipper position shall be offered to the most senior qualified employee working on the daylight shift. If no such employee accepts the assignment, the position will be filled in accordance with the preceding paragraph.

When assigned to the shipper position (not as an assistant) the laborer shall be paid the shipper rate.

21.4 Beginning January 1, 2024, the Employer will: (a) reimburse employees whose home department assignment is in the Forge Department up to a maximum of $100 once per calendar year during the life of the contract for the cost of a pair of safety shoes; and (b) reimburse all other classifications up to a maximum of $100 once every three calendar years during the life of the contract for the cost of a pair of safety shoes. Employees must submit an original receipt for the purchase of safety shoes to receive the reimbursement. To be eligible for the reimbursement, the employee must have completed their probationary period.

## ARTICLE 22
## NEGOTIATIONS

22.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## ARTICLE 23
## TERMINATION DATE

23.1 This Agreement shall become effective September 1, 2023, except as otherwise provided. This Agreement shall terminate at the expiration of sixty (60) calendar days after either party shall give written notice of termination to the other party but in any event shall not terminate earlier than August 31, 2029. If either party gives notice, it may include therein notice of its desire to negotiate with respect to wages, insurance, pensions, and other terms and conditions as it deems necessary. Such notice shall be given to the other party at least sixty (60) calendar days prior to the expiration of the Agreement and the parties shall meet within thirty (30) calendar days thereafter to negotiate on such matters. If the parties should not agree with respect to such matters by the end of sixty (60) calendar days after giving of such notice, either party may after August 31, 2029, resort to strike or lockout, as the case may be, in support of its position in respect to such matters, as well as any other matters in dispute.

23.2 Any notice to be given under this Agreement shall be given by registered mail, be completed by and at the time of mailing, and if by the Employer be addressed to:

United Steelworkers
210 W. Pike Street, Suite 2
Canonsburg, PA 15317
United Steelworkers
1945 Lincoln Highway
North Versailles, PA 15137

and, if by the Union to:

FPD Company

124 Hidden Valley Road
McMurray, PA 15317

Either party may, by like written notice change the address to which registered mail notice to it shall be given.

FPD COMPANY

Jeffrey R. Speicher, Sr. VP & GM

JOAN M MICHALKO, ASSOCIATE GM

CONNIE J. ALLEN, SEC'Y A. TREAS

Bethann M. Gemperlein, Human Resources Mgr

JAMES M BYER, VP • CFO

Date: 09-12-23

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied, Industrial and Services Workers International Union, AFL-CIO-CLC on Behalf of LU-14693-AG

Thomas M. Conway
*International President*

John E. Shinn
*International Secretary-Treasurer*

D.R. McCall
*International Vice President (Administration)*

Kevin J. Mapp
*International Vice President (Human Affairs)*

Bernie Hall
*District Director 10*

Daniel A. Nunzir
*Staff Representative*

Bob Alderson

Bob Alderson
*President, LU 14693*

*Local Officers/Unit Officers/Negotiating Committee Members*

Unit President

Date:

## APPENDIX A

### Wage Rates

| Position | 9/1/23 | 9/1/24 | 9/1/25 | 9/1/26 | 9/1/27 | 9/1/28 | |
|---|---|---|---|---|---|---|---|
| Journeyman Machinist | $30.10 | $31.00 | $31.80 | $32.60 | $33.45 | $34.30 | |
| All Other Classifications | $28.00 | $28.90 | $29.70 | $30.50 | $31.35 | $32.20 | |
| Laborer | $21.35 | $21.60 | $21.85 | $22.10 | $22.35 | $22.60 | |

Contingent upon the bargaining unit ratifying the Agreement prior to its expiration on August 31, 2023, the Company will pay a signing bonus of $500. To be eligible for the bonus, the employee must be actively employed or on layoff status at the time of the bonus payment and have completed their probationary period.

Employees may elect to have the Company pay the bonus into an HSA account for the employee if the employee has elected HSA coverage and the employee has not exceeded the IRS limit for 2023. The employee must make the election to have the bonus paid into the HSA no later than September 30, 2023.