

## LABOR AGREEMENT

This Agreement, made and entered into by and between Roloff Manufacturing Corporation, hereinafter referred to as the "COMPANY," and United Steelworkers hereinafter referred to as the "UNION," is for the exclusive joint use and benefit of the contracting parties as defined and set forth herein.

### ARTICLE I RECOGNITION UNION SECURITY AND CHECK-OFF

1.1 The Company recognizes the Union as the sole collective bargaining agency for its production employees, excluding working supervisors (foremen).

(a) Employees shall not be compelled to become or remain a member of the Union as condition of obtaining or continuing employment. It is understood and agreed between the parties hereto that following the completion of an employee's probationary period as referenced in the Seniority section of this agreement, an employee will have the right to join or refrain from joining the Union. Should Wisconsin cease to be a Right-to-Work state, then the following shall apply:

1.2 All employees presently covered by this Agreement shall become and remain members of the Union in good standing within a period of forty-five (45) days after the signing of this Agreement as a condition of employment, and all new employees hired for production work within the plant shall become and remain members of the Union upon completion of working forty-five (45) scheduled work days after date of hire as a condition of employment. This clause is to become effective upon compliance with law.

1.3 The Company agrees to deduct Union Membership Dues levied by the United Steelworkers, from wages for those employees who are members of the Union and who authorize such deductions by a written assignment on a form provided by the Union.

Said deductions shall be made from the second payroll paycheck of each month and remittance shall be made to the International Secretary Treasurer within ten (10) days after the date the deductions were made. Deductions shall be made from new employees from the second payroll check immediately following membership in the Union.

Notification will be given to the Company of any change in the amount of Union dues by either the International or Local Union.

1.4 As of the date of this contract the company will be paying by direct deposit only. The employee will provide the company with their account information from their financial institution and agree to and sign the direct deposit document authorizing Roloff Manufacturing Corporation to electronically debit the employees account if correction entries need to be made. Additionally, any bank fees incurred by the company due to returned deposits due to incorrect information or closed accounts will be paid by the employee.

1.5 Student workers may be hired for the purpose of working during school vacation periods. Any student hired during such periods shall not be required to join the Union and shall not be eligible for any fringe benefits and will accumulate no seniority. When a student becomes a regular full-time employee, the student will be required to join the Union and pay all applicable initiation fees and Union dues, and the employee's seniority begins, as of the date of change in work status. Dependents of employees shall be given preference in hiring student workers.

## ARTICLE 2 GRIEVANCE AND ARBITRATION PROCEDURE

2.1 Should differences arise between the Company and its employees, either individually or collectively, as to the meaning and application of the provisions of this Agreement, an earnest effort shall be made to settle any such differences at the earliest possible time by the use of the following procedure:

2.2 Step 1:

An aggrieved employee accompanied by a member of the Business Committee shall immediately present the employee's grievance to the Shop or Department Foreman.

2.3 Step 2:

If the grievance(s) is not settled within twenty-four (24) hours from the Step 1 discussion with the Shop or Department Foreman, the aggrieved employee shall put the grievance in writing, on a form provided by the Union, and shall present the grievance to a member of the Business Committee, who will in turn present the grievance to the Foundry Superintendent or Works Manager. The Foundry Superintendent or Works Manager shall meet with the Business Committee and the aggrieved employee to discuss the grievance(s).

Within three (3) working days from said meeting, the Foundry Superintendent or Works Manager shall provide a written answer to the grievance(s) to the Business Committee Member or in his absence the President of the Local Union.

2.4 Step 3:

If the grievance is not settled in the second (2nd) step within forty-eight (48) hours after presentation, the grievance shall then be taken up between the Business Committee and the local representative of the Union [currently, designated as the International Service Officer (the "ISO") or in the absence of the ISO, another representative of the Union] and the designated Representatives of the Company. The Company shall issue its written decision on the grievance following this meeting. A copy of the Company's written decision shall be provided to both the Local Union president and the ISO.

2.5 Step 4:

In the event the grievance is not satisfactorily resolved in Step 3, and the parties cannot mutually agree upon an arbitrator, then either party may request the Federal Mediation and Conciliation Service to forward a panel of seven (7) qualified arbitrators. Upon receipt of said panel, the parties shall select one arbitrator, by alternately striking from the panel a total of (6) arbitrators, starting with the party

initiating the grievance. The arbitrator chosen by this procedure will then arbitrate the grievance. More than one grievance may be submitted to the same arbitrator by mutual agreement of the parties.

The arbitrator shall not have the authority to change, alter or modify any of the terms or provisions of this Agreement. The decision of the arbitrator shall be final and binding on both parties to this Agreement. The cost of the arbitrator's expenses and meeting room shall be borne equally between the Company and the Union. The cost of a court reporter shall be borne by the party ordering same.

2.6 Step 5:

At no time shall there be a slowdown or stoppage of work by employees, or a lock-out by the Company.

**ARTICLE 3**  
**VACATION AND VACATION PAY**

3.1 Employees with more than (1) year, but less than (4) years of service with the company as of June 30, shall receive vacation pay equal to their average hourly earnings in accordance to the following schedule. All employees shall use their anniversary date to determine vacation eligibility.

<u>Years of Service</u>	<u>Hours of Paid Vacation</u>	
0-2	80 hours	*10 days
	<i>*5 days must be used for shutdown. If other vacation days are taken and you terminate employment with RMC within the first year of employment, the pay for those vacation days taken will be deducted from your final pay check.</i>	
2-4	96 hours	12 days
4-6	120 hours	15 days
6-8	128 hours	16 days
8-10	144 hours	18 days
10-12	160 hours	20 days
12-14	176 hours	22 days
14-16	184 hours	23 days
16-18	200 hours	25 days
18-25	224 hours	28 days
25+	240 hours	30 days

3.2 Vacation must be taken in 8-hour increments and follow all existing rules pertaining to use of vacation. All vacation granted on the employee's anniversary date for the year(s) of service must be used prior to the employee's following anniversary date.

*\* Example: Employee's anniversary date is March 25. They are beginning their 3<sup>rd</sup> year of service. The 12 days they are granted on this anniversary date must be used by March 24 the following year.*

3.3 It is agreed that the plant will close down for a period of two (2) weeks, the last week of July and the first week of August. Any employee who serves in the National Guard, Armed Forces Reserves, or as a delegate to the Union conference shall have preference (over the procedure described below in sections 3.4 and 3.5) in requesting time off to fulfill the employee's commitment to the

National Guard, Armed Forces Reserves, or the Union conference. This preference shall not apply to scheduling any other vacation periods or time off.

3.4 The Company will post the vacation roster during the first week of January. Until February 14th of each year, seniority shall prevail in determining when employees with more than two (2) weeks of vacation may schedule their vacations, except as provided in section 3.4. Any vacations which are not scheduled by March 31 may be scheduled on a first come, first serve basis, provided that all vacations must be scheduled by June 1 of each year. Any vacations which are not scheduled by June 1 will be scheduled between June 1 and December 31, at the discretion of the Company. After June 1, an employee may only change a previously scheduled week of vacation with the consent of the Company.

3.5 All third (3rd), fourth (4th), fifth (5th) and sixth (6th) week vacations must be taken from January 1, to December 31, per seniority. All employees having one (1), two (2), three (3), four (4), five (5), and six (6) weeks coming must utilize the vacation period specified in section 3.8. All employees with three (3), four (4), five (5), or six (6) weeks coming can take their remaining weeks from January 1 to December 31. Those who are employed the longest have first choice, allowing one (1) person from a department, or a total of three (3) people from the shop during any one (1) week. This provides sufficient time for all to take their vacations. An employee who plans to retire and take vacation up to the date of retirement shall not be included in determining the number of employees who may be absent during the prospective retiree's vacation period if the prospective retiree gives at least four (4) weeks advance written notice prior to the start of the vacation period which will begin prior to the effective retirement date.

3.6 Vacations shall be compulsory and shall be taken each year with the exception that the Company and the Business Committee can mutually agree to make exceptions in cases of personal hardship, such as financial difficulty, sickness or related matters.

3.7 In the event the Company needs the services of an employee entitled to the fifth (5th) and/or sixth (6th) week of vacation, the Business Committee, employee and Company agree to discuss the problem.

3.8 An employee may forego the fifth (5th) and sixth (6th) week of vacation leave and accept pay in lieu thereof by written mutual agreement with the Company.

3.9 Vacation pay shall be computed at the employee's average hourly rate. The average hourly rate shall consist of the total base rate and incentive or bonus earnings, computed over the five (5) month earnings period, January 1 through May 31 of each year.

3.10 In the event an employee takes a vacation prior to the computation of the employee's average hourly rate, the employee will receive forty (40) hours vacation pay at the employee's base rate per week of vacation. The difference between the employee's average hourly earnings and the employee's base rate will be paid upon the employee's next scheduled vacation period after June 30.

3.11 Employees may receive their vacation pay prior to each week of vacation. An employee may request the vacation pay check before the vacation, provided the request is made at least ten (10) working days before the start of the vacation.

3.12 Paid holidays falling during an employee's vacation period shall be paid in addition to vacation pay.

3.13 Employees shall be entitled to pro rata vacation pay on the basis of one-twelfth (1/12th) of the total vacation pay due for each twenty-two (22) working days of employment, if the employee has three (3) years of seniority as of anniversary date, for the following reasons:

(a) Lay-off.

(b) Retirement. Employees who plan on retiring should give the Company as much notice as possible, but at least a minimum of (10) ten days, notice prior to retiring. If not this will delay your vacation pay and other paper work.

(c) Death (payable to the employee's heirs, in accordance with the law).

(d) Self-termination (provided a minimum of ten (10) days' written notice is given, except no notice is required if employee is on medical leave and is forced to quit permanently on order of a doctor).

(e) Discharged employees shall not receive pro rata vacation pay.

(f) If an employee is injured on the job, the employee will receive full vacation benefits for the vacation year in which the injury occurs. In any vacation year after the year in which the on the job injury occurs in which the employee is unable to work as a result of the on the job injury, the employee will receive pro rata vacation benefits based on the actual days worked, provided, however, that if the employee works at least seventy-five percent (75%) of the work days in a vacation year after the on the job injury occurs, the employee shall receive full vacation benefits for that year. If an employee is unable to work due to a non-work-related injury or illness, the employee's vacation benefit will be prorated based on the actual time worked in a vacation year including the vacation year in which the injury or illness occurs.

3.14 Any employee with more than two (2) weeks' vacation, may take any additional weeks of vacation (in full week units) on a day-to-day basis during any non-scheduled plant shut-down which does not occur on a paid holiday. To do so, the employee shall notify the Company of this choice, specifying the week of vacation to be so taken. This notice shall be in writing and must be given within twenty-four (24) hours after notice of a shut-down is posted. If an employee chooses to take vacation on a daily basis, vacation must be taken on any subsequent unscheduled work days until the full week of vacation is taken, provided the Company reserves the right to schedule individual workers during the shut-down for specific activities. Any workers so scheduled shall be paid at the rates then in effect as if no vacation had ever been scheduled. If the scheduled week of vacation occurs before all vacation days are taken, the remaining days will be taken during the scheduled week. Any vacation days taken on a daily basis shall be paid in the payroll covering the week it is taken.

In addition, an employee with more than two (2) weeks' vacation, may elect to take up to one (1) week of vacation one (1) day at a time provided the following conditions are met:

1. The employee must advise the Company of the intent to utilize a week of vacation on a day-by-day basis by March 31 of any given year. If this notice is not given or if an employee schedules all weeks of vacation in full week units, vacation may not be used on a day-at-a-time basis.

2. Scheduling of time off on a day-at-a-time basis must meet the requirements for scheduling full weeks of vacation, including but not limited to the requirements of Section 3.5 providing that no more than one (1) employee per department or three employees in total may be absent on any given day.

3. At least one (1) weeks' notice of the scheduled day off shall be given by the employee, and must be approved by the Company. This notice may be waived in the sole discretion of the Company and without regard to past practices. The use of vacation on a day-at-a-time basis is not to be used as a substitute for sick leave.

4. No more than one day per work week may be taken on a day-at-a-time basis by an employee. Only full days (8 hours) may be taken.

5. The Company reserves the right to deny a request if necessary to meet production requirements.

6. An employee may waive the election to take a week's vacation on a day-at-a-time basis by written notice to the Company, subject to approval by the Company. Once this waiver is approved it may not be revoked and the vacation can only be taken as a full week.

7. If an employee fails to utilize all vacation days on a day-at-a-time basis prior to their anniversary date, the employee will be paid for the remaining days in the first payroll after their anniversary. Unused days will not be carried over into the next year with the exception of the employees accruing vacation in the first 5 full years of employment.

3.15 Maintenance department employees will normally be required to work during plant shutdown periods. If additional employees are needed to work during a plant shutdown period, employees shall be assigned to work in the following order:

1. Regular employees with less than two (2) weeks' vacation;
2. Employees by plant seniority;
3. Probationary student and part-time employees.

ARTICLE 4  
HOURS OF WORK AND OVERTIME PROVISIONS

4.1 Eight (8) hours shall constitute a standard day's work; forty (40) hours shall constitute a standard week's work, Monday through Friday, inclusive. The regular work week shall start at 12:01 A.M. on Monday.

4.2 Time and one-half (1-1/2) shall be paid for all the time worked in excess of forty (40) hours per week, provided, however, that this overtime premium will not apply to any employee who has a legitimate excuse, such as funeral, jury duty and other extenuating circumstances, to be preapproved by management. Calling in sick does not qualify. Any employee with an unexcused absence will only be paid overtime at time and one-half (1 1/2) if the employee works more than forty (40) hours in that work week in which the unexcused absence occurred.

4.3 Double time (2) will be paid for time worked on Sunday, and holidays, in addition to holiday pay, provided, however, that this overtime premium will not apply to any employee who has not worked 40 hours because of an unexcused absence in a work week. Any employee with an unexcused absence will only be paid double time for that Sunday or holiday if the employee works more than forty (40) hours in that work week in which the unexcused absence occurred.

4.4 Each employee shall be entitled to a paid ten (10) minute break during the first (1st) half of each shift and a thirty (30) minute unpaid lunch period during each shift. The Company shall determine when the break in each half of each shift shall be scheduled. The Company shall also determine the scheduling of the unpaid lunch period.

4.5 Employees requested to start their eight (8) hour shift after 12:00 P.M., are considered second (2nd) shift employees and are entitled to a ten (10) minute paid break, and a thirty (30) minute lunch period, without pay, during that shift.

4.6 Employees requested to start their eight (8) hour shift after 10:00 P.M., are considered third (3rd) shift employees and are entitled to a ten (10) minute paid break, and a thirty (30) minute lunch period, without pay, during that shift.

4.7 Any second (2nd) or third (3rd) shift which extends into a Saturday, Sunday, or holiday, shall be considered a part of the day on which the shift first started.

4.8 The second (2nd) shift premium shall be twenty-five cents (\$0.25) per hour on the base rate during the contract. The third (3rd) shift premium shall be twenty-five cents (\$0.25) per hour on the base rate during the contract.

4.9 The shift times of 6:00 A.M. to 2:00 P.M. [first (1st) shift], 2:00 P.M. to 10:00 P.M. [second (2nd) shift] and 10:00 P.M. to 6:00 A.M. [third (3rd) shift] shall be used to determine shift premium pay. When an employee's majority hours worked fall in the above shift times, the employee shall be paid the applicable shift premium, if any.

4.10 Any employee reporting for regularly scheduled work, who is prevented from working due to conditions within the Company's control, shall be paid a minimum of four (4) hours' pay, at the employee's regular hourly base rate, provided that such allowance shall not be made when an employee has been advised at the end of the previous day that there will be no work; or when the employee is prevented from working in circumstances over which the Company has no control, such as fire, flood, wind, lightning, utility failure, or breakdown of major equipment. The utility failure must be attributable to the supplier thereof. An employee may be required to perform work available, within the employee's department, or the plant, or on the premises during the hours from which the report-in-pay provided for in this article is applicable.

4.11 Any maintenance department employee who has put in eight (8) hours on a regular shift and is called back in, will be given a minimum of two (2) hours' work, or a minimum of two (2) hours' pay at base rate, plus time and one-half (1-1/2) for such time actually worked.

4.12 Any employee, other than a maintenance employee, who has put in eight (8) hours on a regular shift and has been requested to return to work, or continue working, will be given the choice to work extra hours. If that employee accepts, hours worked will continue to count toward their 40-hour work week., Once they hit 40 hours that week, the rest of the time will be paid at time and a half. If the employee is called back in, they will be given a minimum of two (2) hours work, or a minimum of two (2) hours of pay, which will also count toward their forty-hour work week.

4.13 Overtime shall be distributed equally among all of the employees of any classified department of production work or of the bargaining unit. Clean-up and maintenance is to be divided among the entire group.

4.14 It is agreed that before any full-time employee is laid off, all probationary, student and part-time employees shall be laid off first. It is further agreed that when the work week is less than five (5) days per week for two (2) consecutive weeks, the employees with the least seniority shall be laid off first to provide five (5) days of work per week for senior employees, but not to the extent that the normal efficiency of the operations of the plant is impaired. No student workers will be hired if regular full-time employees are laid off and have not been recalled or are on a reduced work week.

4.15 Payday will be the Friday following the end of the payroll period, unless payday falls on a paid holiday or on a day the plant is shut down, the payday will be the last scheduled work day of the week in which the payday falls. An explanation of unusual circumstances will be given to the Union president.

## ARTICLE 5 PAID HOLIDAYS

5.1 During the term of this contract the employees will receive eleven (11) paid holidays as follows:

- |     |                |     |                        |
|-----|----------------|-----|------------------------|
| (1) | New Year's Day | (7) | Day After Thanksgiving |
| (2) | Good Friday    | (8) | Day Before Christmas   |
| (3) | Memorial Day   | (9) | Christmas Day          |



- |     |                  |      |                    |
|-----|------------------|------|--------------------|
| (4) | Independence Day | (10) | Floating Holiday   |
| (5) | Labor Day        | (11) | New Year's Eve Day |
| (6) | Thanksgiving Day |      |                    |

(a) With one week notice Veterans will be allowed Veterans Day off without pay, but can use a vacation day at their option.

5.2 The Floating Holiday is to be selected by mutual agreement between the Company and the Union.

5.3 To be eligible for holiday pay, the employee must work the scheduled work day before and after such holiday, unless the absence is due to cause acceptable to the Company. If an employee is required to work on a paid holiday, the employee may take one (1) day off without pay at a later date, on a day mutually agreeable to the employee and the Company, provided the day off is scheduled within five (5) days of the paid holiday which was worked.

5.4 When more than one (1) holiday falls in the same pay period, the average earnings of the prior two (2) week pay period shall apply for such holiday pay.

5.5 An employee who at the time of sustaining a compensable industrial injury resulting from employment with the Company and has one (1) or more years of seniority, shall receive any and all holidays during the employee's period of disability; however, not to exceed six (6) months, or not to exceed five (5) holidays, whichever is sooner. An employee with one (1) or more years of seniority who is off work because of non-industrial injury or illness, shall receive any and all holidays falling during the employee's period of disability; however, not to exceed three (3) months, or not to exceed five (5) holidays, whichever occurs sooner. All employees who have served their probationary period, and who perform no work on the above designated holidays, shall be entitled to eight (8) hours' pay at their average hourly earnings, based on the most recent two (2) week pay period.

## ARTICLE 6 TEMPORARY TRANSFERS

6.1 When an employee is temporarily transferred to a job where the base rate is lower than the employee's regular base rate, the employee shall receive the employee's regular base rate for such period of transfer. Should such job have an incentive provision, the employee shall receive the employee's earned incentive while on such job. When an employee is temporarily transferred to a job where the base rate is higher than the employee's regular base rate, the employee shall receive the higher rate for such period of transfer. Should such job have an incentive provision, the employee shall receive the employee's earned incentive while on such job.

6.2 Temporary transfer in this instance shall be periods of not more than one (1) week - unless extended by the Company - and does not apply, affect, or change the normal work pattern.

6.3 Any full-time employee temporarily transferred to a department other than the employee's regularly assigned department, shall be allowed to work until the employee's regular quitting time; however, this does not mean that the employee will work longer hours than the employee would have

worked in the employee's regular department, nor does this apply to any one (1) employee called in to do part-time work.

6.4 An employee who transfers out of the bargaining unit to another position with the Company shall continue to accrue plant seniority for a period not to exceed two (2) years, after which time the employee shall be removed from the seniority list. If the employee does return to the bargaining unit during the two (2) year period, the employee shall return with the seniority the employee had prior to the transfer to the non-bargaining unit job together with the accrued seniority and shall return to the employee's former, or similar position at the prevailing rate of pay at the time of return. If the employee has been discharged for cause, the employee shall forfeit all rights under this Section.

## ARTICLE 7 SENIORITY

7.1 Seniority is defined as length of an employee's service with the Company, and shall apply to layoffs, recalls, and transfers by departmental groups: molding, core room, melt department, shakeout, cleaning, products and service department - coming within the jurisdiction of the Agreement, provided that after April 30, 1986 no employee shall accrue or earn any seniority after a lay off exceeds four months.

7.2 New employees shall serve a probationary period of forty-five (45) days worked, and seniority shall date back to date of hire after the probationary period is served.

7.3 Seniority may cease for the following reasons:

- (a) If the employee shall quit or retire.
- (b) Discharge for just cause.
- (c) Absent from work for personal reasons for a period of two (2) working days without notice to the Company.
- (d) Failure to report for work within five (5) working days after notice has been sent by registered mail to the employee's last known address. Should an employee notify the Company of the employee's intent to return to work, but have reasonable excuse for failure to do so due to sickness to the employee or a member of the employee's immediate family, the Company and the Business Committee shall agree on a suitable period for return to work. The Business Committee Chairman shall be given a copy of all notices to return to work.
- (e) If an employee had eight (8) or more years of seniority as of April 30, 1986, the employee's seniority will cease if the employee is laid off for a period equal to or in excess of his length of service with the Company. If an employee has less than eight (8) years of seniority as of April 30, 1986, the employee's seniority will cease if the employee is laid off for a period equal to the length of his service with the Company, or twelve (12) months, whichever is less.

7.4 Employees transferring from one (1) seniority group to another shall be considered new employees in the new group, acquiring seniority therein, until qualified. Should a layoff take place in that group before the time spent in the group exceeds the amount already accumulated in the previous group, the employee shall return to the employee's previous group with added seniority accrued in the new seniority group. When the employee's time in the new seniority group exceeds the amount of time in the previous seniority group, then all of the time shall be applied to the new seniority group, and the employee shall no longer have a standing in the old seniority group.

7.5 The Company shall keep and maintain a seniority list of all employees having seniority rights, which list shall be open to inspection at all reasonable times. The Business Committee Chairman shall be furnished a copy of such list at least every six (6) months.

## ARTICLE 8 JOB POSTING AND JOB PREFERENCE

8.1 When jobs are open or new jobs are created, such jobs will be filled by posting the jobs for two (2) working days (48 hours), stating the nature of the job, working hours, and rate of pay. When filling these jobs, any employees who have filed a job preference card shall be given first consideration, subject to the interests of the Company.

8.2 Seniority shall be the determining factor in making transfers, provided that the employee has the necessary ability, physical fitness and normal intelligence to perform the work.

8.3 After receiving the requested transfer, an Employee must remain on such job for a minimum of one (1) year, subject to the availability of work, satisfactory performance by the employee or other relevant considerations of the Company.

8.4 An employee may only file a job preference card after serving ninety (90) days. The card must be filled out and filed with the Personnel Department. The employee must designate the job requested. A copy of the card shall be given to the Business Committee Chairman and the employee. The original and a copy will remain with the Personnel Department. Job preference cards shall be only active up to and including December 31 of the year in which they were filed. It is the responsibility of the employee to renew the job preference card within the first (1st) work week in January. Subject to the interests of the Company, the Company will choose the qualified employee for the open job first from among those employees who have active job preference cards on file, then from among employees within the plant, and finally from among employees from outside the plant.

8.5 Employees shall have shift preference, by department seniority, whenever a vacancy occurs in their department.

## ARTICLE 9

## FUNERAL LEAVE

9.1 In case of death of the employee's current spouse, or legally adopted or natural child, and the employee has completed the probationary period, the employee shall be entitled to up to five (5) scheduled days off of paid funeral leave at the employee's hourly base rate of eight (8) hours per day, provided that the employee attends the funeral. The five (5) days are to be consecutive beginning with the date of death.

9.2 In case of death in the immediate family (mother or step mother, father or step father, sister, brother, mother-in-law, father-in-law or grandchild) and the employee has completed the probationary period, the employee will be allowed time off for the purpose of attending or making funeral arrangements, beginning with the date of death and including one (1) day following the funeral; not to exceed three (3) scheduled working days, at the employee's hourly base rate of eight (8) hours per day, providing the employee attends the funeral. The employee will make the choice between the mother or step mother and father or step father once per lifetime.

9.3 In case of death of the employee's grandparents, brother-in-law, or sister-in-law, and the employee has completed the probationary period, the employee shall be given the paid funeral leave for the day of the funeral providing the employee attends the funeral.

9.4 Funeral leave pay shall not be applied if an employee is on leave of absence, worker's compensation, paid vacation, paid holidays, or when receiving pay in any other fashion.

9.5 In addition to the above, in the event the funeral is in excess of two hundred fifty (250) miles from the City of Kaukauna, via the most direct route, the employee shall receive an additional day of paid funeral leave, provided the employee attends the funeral and is scheduled to work on the additional day of funeral leave.

## ARTICLE 10 LEAVES OF ABSENCE

10.1 Any employee having good and just cause, and upon first making application in writing for being absent, shall be granted a leave of absence, provided, however, that such leave shall be for a limited time and shall not disrupt normal production of the Company.

10.2 Any member of the Union having one (1) year or more of established seniority with the Company, being elected to or selected for office for specific International Union activities necessitating a leave of absence, shall be granted such leave by the Company, for a period of one (1) year, after which time the employee shall be removed from the seniority list. If the employee does return to work during such leave, the employee shall not lose any seniority and shall return to the employee's former, or similar, position at the prevailing rate of pay at the time of return.

10.3 Employees who leave the service of the Company for military service or who are drafted, shall accumulate seniority during their service in such branch as they may be called to, and shall be accorded their former status, or work of an equal status and pay upon their return, provided they have

received an Honorable Discharge and report to the Company within ninety (90) days from the date of discharge.

10.4 Employees required to serve in U.S. Military Reserve Training Camps or other U.S. Military establishments, shall be paid \$12.50 for each scheduled day the employee otherwise would have worked during the employee's military encampment, but not to exceed two (2) calendar weeks in any calendar year. Such time shall not be considered as time spent on vacation, and the employee must take the employee's vacation at the regular vacation period. Should the employee's encampment fall during the regular vacation period, the employee shall receive payment for each day so spent; however, limited to five (5) days per week.

10.5 An employee who is required to serve on jury duty during scheduled work time shall be compensated as provided in this paragraph. If an employee loses wages because the employee was called to serve jury duty, the employee shall be reimbursed for the employee's regularly scheduled hours the day the employee was called to serve jury duty at the employee's base rate, less (a) any wages actually received for work performed that day and (b) the amount of any jury pay actually received by the employee. Reimbursement shall be made at the payday immediately following presentation of a payment voucher from the clerk of courts for the jury duty served by the employee during regularly-scheduled work time. If an employee is called to jury duty but is excused from service and four (4) hours or more remain in the employee's scheduled work day at the time the employee is excused, the employee shall report to work for the balance of the scheduled work day. If an employee is excused with more than four (4) hours remaining in the scheduled work day and fails to report for work, the employee forfeits any reimbursement for that day from the Company under this paragraph. Reimbursement shall not apply while an employee is on lay-off, leave of absence, medical leave (work-related or non-work related), military leave, suspension, paid vacation, paid holiday or other absence from work. The Company's obligation to reimburse an employee called to jury duty shall apply to a maximum of five (5) jury service appearances per contract year per employee, not to exceed thirty (30) calendar days per contract year. For purposes of overtime calculation, any reimbursement under this paragraph for jury duty shall not be considered as time worked.

## ARTICLE II MISCELLANEOUS PROVISIONS

11.1 Duly authorized representatives of the Union may have access to the plant, buildings and grounds at any time upon first making application at the Company office upon each visit, and if the Company so desires, shall be accompanied by whomever the Company designates.

11.2 Bulletin boards shall be made available by the Company at convenient places as near as possible to the time clock for the posting of Union notices.

11.3 The Company agrees to provide, in booklet form, a copy of this Labor Agreement to each bargaining unit member.

11.4 All words used in any gender shall apply and include the other gender.

11.5 Company and Union agree that each will afford equal employment opportunity in all personnel actions without regard to age, race, creed, color, handicap, marital status, sex, national origin, ancestry, arrest record or conviction record.

ARTICLE 12  
SAFETY AND HEALTH

12.1 The Company shall provide and maintain adequate and ample safety facilities and the best safety conditions. All equipment and material necessary for the adequate safety and work of the employees shall be provided for by the Company.

12.2 In regard to personal safety items, the Company will contribute up to a maximum of \$185.00 per year toward the purchase of OSHA approved safety prescription glasses, for the duration of the three year contract.

12.3 The Company will contribute up to \$130.00 per calendar year of Company-approved safety shoes for all employees in the first year of the contract. Effective May 1, 2025 it will increase to \$140.00 per calendar year. Effective May 1, 2026 it will be increased to \$150.00 per calendar year.

12.4 A Safety Committee shall be established consisting of four (4) members, two (2) from the bargaining unit, and two (2) representing management, whose function shall be to improve and maintain health and safety standards in the plant, and to follow them. Safety rules are to be posted on the bulletin board, also stating thereon the penalty for the violation of the same.

12.5 This Committee shall meet once each month for said purposes. Members shall be paid for one (1) hour for each of these meetings, at their respective base rates, but not to exceed one (1) hour. Time spent at such meetings shall not be counted as time worked for the purpose of computing overtime. The names of the Safety Committee members shall be posted on the bulletin board with the Safety Rules, and they are to cooperate in the enforcement of said Safety Rules. The Company and the Union may have alternates to serve in the absence of any one (1) regular member.

12.6 If an employee is injured on the job and requires immediate treatment by a doctor, the employee shall be paid for eight (8) hours, or the hours scheduled, whichever is lesser, at base rate for the day of the injury. The employee shall also be paid any incentive which may have been earned on the day of the injury.

12.7 An employee must present a release from the doctor stating the employee is able to work before the Company will allow the employee to return to work. Furthermore, if the doctor, on the day of the injury states that the employee may return to work, the employee must immediately return and complete working the time remaining on the employee's scheduled shift.

ARTICLE 13  
INSURANCE

13.1 The Company shall provide for the Group Life Insurance-Accident and Health Benefit Plan (the "Plan") as outlined in the Insurance Booklet, and all employees shall be entitled to the same after making proper application after completing the probationary period.

13.2 The weekly short-term disability benefits ("STD Benefits") shall be \$350.00 per week during all three years of the contract. If an employee receives STD Benefits in accordance with the terms and conditions of that program, upon presentation of supporting documentation, the Company will pay the employee for the waiting period under that program, for up to a maximum of three (3) days at the daily STD Benefit rate in effect at the time for a maximum of twenty-six (26) weeks.

13.3 Life insurance and A D & D benefits shall be \$23,000.00 for all three years of the contract.

The Company shall also provide term life insurance benefits of \$5,000.00 for any current employee who retires from employment with the Company after May 1, 2000, who is at least 62 years of age and has at least 20 years of continuous employment with the Company, provided such coverage is available from the Company's group life insurance carrier at no additional cost to the Company. The Company shall notify the retirees and the Union if the coverage is no longer available except at an additional cost and the effective date of termination of coverage.

13.4 The Company reserves the right to select and/or change insurance carriers providing benefits remain substantially the same as agreed upon. The Company will consult with the Union prior to selecting or changing insurance carriers.

13.5 The Company is to pay eighty-five percent (85%) of the premium costs, and the employee is to pay fifteen percent (15%) of the premium costs, provided however that for all employees hired after May 1, 2007, the Company will pay eighty percent (80%) of the premium costs, and the employee will pay twenty percent (20%) of the premium costs.

13.6 The Company will continue to pay its portion of the premium for the Plan as provided under Section 13.5 for any employee who is off work due to an industrial accident or industrial illness arising out of the employee's employment with the Company up to and including six (6) months following the month in which the accident or illness occurred. Thereafter, the employee shall pay the full cost of the premium during the period the employee is off work due to such industrial accident or illness.

13.7 The Company will continue to pay its portion of the premium for the Plan as provided under Section 13.5 for any employee who is off work due to a non-industrial accident or sickness up to and including four (4) months following the month in which the non-industrial accident or illness occurred. Thereafter, the employee shall pay the full cost of the premium during the period the employee is off work due to such non-industrial accident or illness.

13.8 An employee who elects to retire at or after age 62 with at least twenty (20) consecutive years of seniority shall be eligible until age 65 to participate in the Group Health Benefit Plan in effect at

the time of retirement, as modified by the Company from time to time under 13.4, provided the employee is not, or does not become, eligible to participate in a group health insurance plan either directly or through the employee's spouse or to receive Medicare benefits. The Company shall pay up to a maximum of one thousand and 00/100 dollars (\$1000.00) per year of the contract, payable in monthly installments, of the premium cost for the type of coverage (single or family) in effect at the time of retirement for any eligible employee who elects to participate by written notice to the Company prior to the date of retirement. The annual payment will be prorated for any partial years.

13.9 For purposes of this Article and determining the allocation under §§13.5, 13.6 and 13.7 and all other applicable sections of this Agreement, the term "premium costs" shall mean the amount charged to the Company for the single and family insurance program which covers the employees if the insurance is provided by a third party insurance company. If the insurance coverage is provided by the Company under a self-funded plan the term "premium" shall mean the total cost for such coverage plan, as determined by the plan administrator, and/or any stop loss insurers or reinsurers providing coverage pursuant to the plan.

#### ARTICLE 14 401(K) PLAN

14.1 The Company will contribute eighty-three cents (\$0.83) per hour into the 401(K) plan. "Per hour" is defined as all compensated hours, except for funeral leave and Jury Duty.

#### ARTICLE 15 BONUS INCENTIVE PROVISIONS

15.1 Incentive or bonus rates shall be established by the Company on a level which affords an average competent operator working at an incentive pace, producing a quality product, the expectancy to earn thirty-three percent (33%) over the employee's classified hourly base rate. Such base rate shall be known as the Guaranteed Hourly Rate, and any incentive or bonus worker shall receive for each job worked on Molding, Grinding, and Night Shake-out, and for each day worked in other classified departments, the employee's incentive earnings or bonus earnings, or the employee's base rate, whichever is greater. Each incentive or bonus job shall stand on its own, and each shall provide the same earnings opportunity as described above.

15.2 Incentive rates, once established, shall become permanent rates and shall be guaranteed against change by the Company, except for the following:

- (a) Any instituted changes in method, material, equipment or process which definitely affects the work elements or content of the job so that it shall require a longer or shorter period of time to perform.
- (b) Arithmetical or clerical errors in figuring jobs.
- (c) Through the grievance procedure of this Agreement.



15.3 Should the above described changes result in an adjusted incentive or bonus rate, the new rates established shall reflect the same earnings opportunity as was previously enjoyed.

15.4 Any incentive or bonus operator, or Union Committeeman, shall have the right to grieve an established job rate in accordance with the established grievance procedure. However, such individual's overall incentive earnings shall be considered.

15.5 Should an "off standard" condition exist which shall differ from conditions existing when the incentive or bonus rate was established, the incentive operator shall receive the base rate plus a twenty-five percent (25%) bonus, so long as such "off standard" condition exists. Base rate will be paid for down time. Any employee with six (6) months or more of accumulated job experience in the employee's specific trade who performs below a one hundred percent (100%) performance without a justifiable reason after verbal warning from the Foundry Superintendent, will receive a letter of warning, a copy to go to the Union, and after two (2) such warning notices, the employee will be subject to disciplinary action and/or including discharge. The above condition shall be subject to the grievance procedure.

15.6 Should a grievance be filed against any established incentive rate or bonus rate and such grievance is not resolved within the third (3rd) step of the grievance procedure, the Union may call for a Time Study of the job or department group involved, and such Time Study shall be conducted under the procedure set forth in Section 15.9.

15.7 Any incentive rate adjusted through the grievance procedure shall be retroactive to the date of the grievance.

15.8 The Time Study Observer shall consult with the operator of the job, the Committeeman of the department, and the Foreman of the department, prior to any study being conducted, in regard to methods and conditions on such job.

15.9 All such Time Studies shall record and contain the following:

- (a) Determine and record on the observation sheet the circumstances and conditions under which the job is being performed.
- (b) Determine and record on the observation sheet the job's work elements, including the elemental break-off points.
- (c) Determine and record by means of the continuous Watch Reading method the observed elemental performance times.
- (d) Study sufficient cycles of work to insure that the observed times are truly representative.
- (e) No observed elemental performance times shall be struck without adequate reason for such being noted on the study.

- (f) Observed elemental performance times shall be averaged to determine base elemental performance times.
- (g) Record on the observation sheet the leveling factor assigned to operator, and such leveling factor shall be such as will provide a realistic earnings opportunity to an average qualified operator who works at an incentive pace.
- (h) Provide the Committeeman in the department with the following information before leaving the job being studied:
  - (1) Length of study in minutes.
  - (2) Number of units completed during study.
  - (3) Leveling factor assigned to work performance of the operator while being studied. Such leveling factor shall be assigned on the basis of experience, skill, ability and effort.

15.10 Should such study fail to resolve the disputed grievance; the matter shall then be referred to arbitration as provided for.

## ARTICLE 16 WAGES AND RATES

16.1 The wages applicable to each classification of employee affected by this Agreement shall be set forth in the Labor Grade Wage and Rate Schedule, marked Exhibit "A" and attached hereto and made a part hereof.

16.2 An employee whose wages are subject to garnishment or a tax levy or other government enforced collection from wages (excluding, however, court ordered child support payments) shall have an administrative charge of ten and 50/100 Dollars (\$10.50) deducted from the employee's paycheck to offset the cost of preparing and delivering the check pursuant to the garnishment, levy or collection effort.

## ARTICLE 17 MANAGEMENT RIGHTS

17.1 The management of the work and direction of the working force, including the right to hire, suspend or discharge for just cause, and the right to relieve employees of their duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Company, subject to the other provisions of this Agreement. This shall not be used for the purpose of discrimination against any member of the Union, and any dispute arising under the operation of this clause shall be subject to the grievance procedure of this Agreement.

ARTICLE 18  
TERM OF AGREEMENT

18.1 This Agreement, effective as of this First Day of May, 2024, shall be effective and remain in full force and effect until and including April 30, 2027 and thereafter until either party has given the other sixty (60) days advance notice, in writing, specifying a desire to change or terminate this Agreement, Should neither party give sixty (60) days' notice prior to April 30, 2027, this contract shall remain in full force and effect until such notice is given, and for sixty (60) days thereafter.

FOR THE COMPANY:

\_\_\_\_\_  
David H. Roloff

\_\_\_\_\_  
Bradley G. Brown

\_\_\_\_\_  
Elizabeth Emmer

\_\_\_\_\_  
Shannon Koomen

FOR UNION LOCAL 271 M:

\_\_\_\_\_  
Craig Boudry

\_\_\_\_\_  
Pat Coy

\_\_\_\_\_  
Daniel B. Siegel

\_\_\_\_\_  
Jim Ebelt

\_\_\_\_\_  
Adam Kostka

**EXHIBIT "B"**  
**LABOR GRADE WAGE AND RATE SCHEDULE**

		*Current Updated				
		<u>5/1/2024</u>	<u>5/6/2024</u>	<u>5/5/2025</u>	<u>5/4/2026</u>	
<b>LABOR GRADE NO. 1</b>						
Common Labor	)					
Service Dept.	)					
Weights and Jackets	)	New Hires*	16.16	16.76	17.26	17.76
Core Finishers	)					
Core Assemblers	)	Full Rate	17.16	17.76	18.26	18.76
Anchor Assemblers	)	No Incentive				
Painters	)					
<b>LABOR GRADE NO. 2</b>						
Pay Load Operator	)					
Fork Lift Operator	)	New Hires*	17.50	18.10	18.60	19.10
Muller Operation:	)					
Payloader Operator,	)	Full Rate	18.50	19.10	19.60	20.10
Muller, Gating Table	)	No Incentive				
Rattler Operator	)					
Hand Shakeout	)					
<b>LABOR GRADE NO. 3</b>						
Special Gauge & Grinder	)	New Hires*	16.25	16.85	17.35	17.85
Plastic Coater	)					
		Full Rate	17.25	17.85	18.35	18.85
		No Incentive				
<b>LABOR GRADE NO. 4</b>						
Pattern Rigger and	)	New Hires*	16.21	16.81	17.31	17.81
Pattern Storage	)					
Casting Checkers	)	Full Rate	17.21	17.81	18.31	18.81
Visual Insp. - Counting	)	No Incentive				
Barreling & Shipping	)					
Inspector & Ship. Clerk	)	New Hires*	16.52	17.12	17.62	18.12
Casting Inspector	)					
Ass't Lead Man	)	Full Rate	17.52	18.12	18.62	19.12
		No Incentive				

**EXHIBIT "B"**  
**LABOR GRADE WAGE AND RATE SCHEDULE**

**LABOR GRADE NO. 5**

Wheelabrator Operator	)	New Hires*	16.31	16.91	17.41	17.91
		Full Rate No Incentive	17.31	17.91	18.41	18.91

**LABOR GRADE NO. 6**

Shell Core Machine Operator	)	New Hires*	16.44	17.04	17.54	18.04
Pepset Operator	)	Full Rate No Incentive	17.44	18.04	18.54	19.04

**LABOR GRADE NO. 7**

Melt Dept. Charger	)	New Hires*	16.69	17.29	17.79	18.29
Ladle Liner	)	Full Rate No Incentive	17.69	18.29	18.79	19.29

**LABOR GRADE NO. 8**

Maintenance Assistant	)	New Hires*	16.69	17.29	17.79	18.29
Casting Welder	)	Full Rate No Incentive	17.69	18.29	18.79	19.29

**LABOR GRADE NO. 9**

Maintenance Dept. Lead Man	)	New Hires*	18.80	19.40	19.90	20.40
	)	Full Rate No Incentive	18.95	19.55	20.05	20.55

**LABOR GRADE NO. 10**

Grinders	)	New Hires*	16.00	16.60	17.10	17.60
		Full Rate Plus Incentive	17.00	17.60	18.10	18.60
Chippers	)	New Hires*	17.00	17.00	17.50	18.00
		Full Rate No Incentive	18.00	18.00	18.50	19.00

**EXHIBIT "B"**  
**LABOR GRADE WAGE AND RATE SCHEDULE**

**LABOR GRADE NO. 11**

Squeezer Molder	)	New Hires*	16.36	16.96	17.46	17.96
		Full Rate Plus Incentive	17.36	17.96	18.46	18.96

**LABOR GRADE NO. 12**

Roll-over Unit	)	New Hires*	16.39	16.99	17.49	17.99
Cope & Drag Work	)					
Loose Floor Molding	)	Full Rate Plus Incentive	17.39	17.99	18.49	18.99

**LABOR GRADE NO. 13**

Pouring & Shifting	)	New Hires*	17.50	18.10	18.60	19.10
		Full Rate No Incentive	18.50	19.10	19.60	20.10

Pushing Bull Ladle	)	New Hires*	18.00	18.00	18.50	19.00
		Full Rate No Incentive	19.00	19.00	19.50	20.00

**LABOR GRADE NO. 14**

B & P Operator	)	New Hires*	18.00	18.60	19.10	19.60
		Full Rate No Incentive	19.00	19.60	20.10	20.60

**LABOR GRADE NO.15**

Furnace Operator	)	New Hires*	20.00	20.60	21.10	21.60
		Full Rate No Incentive	21.00	21.60	22.10	22.60

NOTES: 2nd Shift Premium is \$0.25 Per Hour on Base Rate.

3rd Shift Premium is \$0.25 Per Hour on Base Rate.

\* A new hire is any person hired after May 1, 1985.

The wages of a new hire will increase every three (3) months by \$0.25 until the top rate in the grade is reached

**EXHIBIT "B"**  
**DRUG & ALCOHOL TESTING**

**DRUG AND ALCOHOL ABUSE POLICY BETWEEN ROLOFF  
MANUFACTURING CORPORATION AND UNITED STEELWORKERS  
UNION. POLICY FOR SCREENING FOR ABUSE OF ALCOHOL,  
MARIJUANA AND CHEMICAL SUBSTANCES**

Roloff Manufacturing Corporation and United Steelworkers Union have a strong commitment to providing a safe and secure workplace for all employees and to promoting high standards of employee health and productivity. Because of this commitment, both Roloff Manufacturing Corporation and United Steelworkers Union agree to a program of screening for use and/or abuse of alcohol or chemical substances in the workplace.

The purpose of this agreement is to provide guidelines for addressing such substance use/abuse by employees.

1. There will be no random drug/alcohol testing except as mandated by law.
2. This agreement applies to employees in situations where the Company has determined the employee to be under the influence of drugs, marijuana, chemical or controlled substances, or alcohol while at work or on Company property. At the direction of the Company, tests will be performed in all situations in which an employee is injured, property is damaged or other reasonable basis exists to believe an employee is under the influence of drugs and/or alcohol. All employees involved in the injury, damage or situation, both the injured parties and the parties causing the injury will be subject to testing.
3. If an employee appears to be under the influence of alcohol or drugs, the supervisor should, if possible, secure the assistance of another supervisor in observing the employee's action and in escorting the employee to an appropriate office or area for further investigation. A Union representative or designee shall be invited to be present during the investigation.
4. If, as a result of the investigation, the supervisor has reasonable cause to believe that the employee is in a condition that is jeopardizing workplace safety or cannot perform his or her job because of on-the-job intoxication or impairment, the employee will be suspended and will be required to submit to a screen for alcohol/drugs. The supervisor may and if requested by the employee, a Union representative may accompany the employee to the test site. However, neither shall be permitted to impede the testing process. The Union representative will continue to be paid during the time required to accompany the employee, wait at the test site, and return to work, if he would otherwise be scheduled to work during this time.

5. The initial screen for suspected drug, marijuana, and chemical substance use will be an enzyme multiplied immunoassay (EMIT) test. The confirmatory test will be a gas chromatography-mass spectrometry (GC-MS) test. A confirmatory test will automatically be performed on any sample that is initially positive. However, the Company reserves the right to test directly by using the GC-MS test rather than the initial EMIT test.

In those situations where there may be reason to believe that the sample may have been tampered with by the person giving the sample prior to the sealing and signing of the samples, the Company may authorize the laboratory to perform a Specific Gravity test prior to the EMIT/GC-MS test being performed.

6. If available, the appropriate test for suspected alcohol use will be a breathalyzer test. A blood sample may also be utilized at the discretion of the Company to determine or verify the results of the breathalyzer test.

6A. State law standards as defined in the motor vehicle code in the state where the plant exists or incident occurs, will be utilized to determine if the employee is intoxicated.

7. The initial sample taken for screening for illegal chemical substance, drugs, marijuana and controlled substance, will be split into three samples. They will be sealed and signed at the time of the taking of the sample by the person taking the sample and the person giving the sample. One sample will be used for the EMIT and/or the confirmatory GC-MS test. The remaining two (2) sealed and signed samples will be retained by the testing laboratory. If it is determined that the GC-MS screen is positive, the employee will have the right within two (2) weeks of notification of said positive screen test results, to have the second sample sent to a certified lab of the employee's choice to be tested. The laboratory selected by the Company will transmit the sample directly to the laboratory selected by the employee, with the seal and signature intact to protect the chain of custody, where a GC-MS confirmatory screen test will be performed.

The employee will be reimbursed for the cost of any screen performed at his discretion provided the laboratory selected is certified for testing by the National Institute of Drug Abuse (NIDA) (or a comparable independent state-certified laboratory), and provided the results are negative. The employee will sign a consent agreement authorizing the release of the results of the screen to the Company.

In situations where the results of the screen test from the two (2) labs reach opposite conclusions, then a third certified laboratory will be selected by the two (2) respective laboratories and the remaining sealed and signed sample of the original specimen will be sent to the third certified laboratory to perform a GC-MS screen test. The results of the third certified laboratory will be binding on all parties and if the tests are negative, then the employee's record would be cleared of any suspension or reference to the incident. The Company will reimburse the employee for time lost at the applicable rate, as specified in the Union contract, from the date of suspension.



8. Any employee who is asked to submit to a screen for alcohol or drug use will sign a consent agreement authorizing the release of the results of the screen to the Company.

9. Refusal to submit to a screen for items covered under this Drug and Alcohol Abuse Policy or to sign a consent agreement or to take rehabilitation recommended by appropriate medical authorities will be considered insubordination and the employee will be suspended pending termination.

10. If the employee is taking prescription or over-the-counter substances that might affect the results of the screen, the Company will be advised by the employee prior to the screen being administered.

11. The Company will select a proper licensed, accredited testing NIDA or comparable state-approved/certified facility and follow testing procedures specified above to assure the most accurate results, maintain the most complete chain of custody and quality control procedures and assure the maximum of confidentiality.

11A. Outside of the Fox Valley area, the Company and Union will accept reasonable facilities and the results of law enforcement agencies.

12. All screening as well as the results of any screen will be treated in a confidential manner. All employees who are tested will be given the results of their tests in writing.

13. Any employee found to be intoxicated (in accordance with 6A), under the influence of illegal chemical substance, marijuana or controlled substances, will be offered the opportunity for rehabilitation on the first incident only except as specified in Item 15 below.

The type of rehabilitation program available will be determined at the appropriate time after consultation with appropriate medical authorities. Any treatment must be provided by an approved rehabilitation facility in accordance with the insurance program specified in the respective Collective Bargaining Agreement. If the employee agrees to the rehabilitation program, then the employee will be required to satisfactorily complete such rehabilitation program. Failure to do so will result in the employee's suspension pending termination.

14. An employee who has completed rehabilitation and is found to be under the influence of alcohol, (in accordance with 6A), illegal chemical substance, marijuana, or controlled substance a second time, will be suspended pending termination.

15. Any employee who initially tests positive for use of alcohol (in accordance with 6A), illegal chemical substances, marijuana, or controlled substance and, which test is confirmed, will be subject to future tests upon reasonable cause as specified in (4) and (5) above.

In situations where an employee voluntarily comes forward prior to any Company inquiry and admits that he or she has an alcohol or drug problem, after having satisfactorily completed the counseling/rehabilitation program shall be given a second chance at rehabilitation. Any subsequent situations will result in the employee being suspended pending termination.

16. All new employees will be informed that the Company has an alcohol and substance abuse testing program. All new employees will be required to undergo the testing described in paragraph 5 prior to employment.

17. This policy does not replace or interfere in any way with normal disciplinary procedures.

18. All specimens will be sent to a certified lab and all test results will be forwarded to the Company, Kaukauna, Wisconsin.

19. Any dispute with respect to this drug and alcohol policy shall be subject to the grievance procedure.

FOR THE COMPANY

FOR THE UNION

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT C: WORK RULES

ALTHOUGH THE FOLLOWING WORK RULES ARE NOT A PART OF THE AGREEMENT, THEY ARE INCLUDED HERE FOR YOUR CONVENIENCE SO ALL EMPLOYEES CAN BE AWARE OF THE RULES ESTABLISHED BY THE COMPANY AND THE DISCIPLINARY ACTION WHICH CAN BE TAKEN IF THESE RULES ARE VIOLATED.

The Company, as any other company, has the right to expect a certain standard of behavior from its employees. In the spirit of this belief, we have drafted the following Work Rules. These rules are intended as a guide only and are not intended to be all inclusive. The Company reserves the right to amend these rules as necessary to provide for orderly and efficient operation of the Plant, as well as to protect the health and safety of all of our employees. Violation of these rules will be cause for disciplinary action ranging from reprimand to discharge.

### RECOMMENDED GUIDE TO PROGRESSIVE DISCIPLINE

All Warning Reports will remain on file and active for twelve (12) months, provided that the employee has not been subject to any other disciplinary action in that twelve (12) month period.

First Violation: Verbal Warning.

Second Violation: Written Warning.

Third Violation (where there are two similar violations): Either a final written warning, suspension for one (1) to three (3) days or discharge, as determined by the Company in its discretion.

Fourth Violation (where there have been three previous similar or dissimilar violations): The Company will have the option to either suspend or discharge the employee.

### 1. PLANT AREAS

- A. Employees will be present at their work stations at the designated starting time. Employees will obtain the Supervisor's permission for absence from the work station if it is other than at scheduled lunch periods or the end of the shift, and no employee may leave the Plant for any reason (unless required by the job) without prior approval of the Supervisor. Non-employees are not permitted on Company property without the Company's permission.

- B. Employees must abide by the instructions and perform the work as delegated by the supervisor.
- C. Employees must remain in the assigned plant areas. Unnecessary visiting or discussing issues regarding employees with other employees, gossiping, loitering or wasting of Company time is not permitted. Any phone calls made by plant employees should be limited to extreme emergencies; unnecessary interruptions during work hours will be grounds for discipline.
- D. Employees must punch out immediately upon completion of their assigned duties on each work day.
- E. Employees will not operate or adjust any machinery or equipment which may change speeds, feeds, overrides, or safety devices without prior authorization.
- F. Employees will not distract other employees during working hours. This includes causing confusion by shouting, demonstration, excessive talking, scuffling, throwing things, or horseplay of any kind, or other behavior which may be dangerous to one's self or others.
- G. Employees will not use abusive, obscene, insulting, or defiant language or make false statements concerning any employee on Company premises.
- H. Employees will do no personal work of any type within the plant area without prior written permission.
- I. Employees will not distribute literature of any type in the plant area.

## 2. HOUSEKEEPING

- A. Employees must replace all tools, equipment or other property in the secure place provided at the end of the shift to avoid loss or theft.
- B. Employees will treat all tools, equipment, and other Company property with respect and will not commit any intentional or careless act which may cause injury or damage to the employee, a fellow employee or the tools, equipment or other property.
- C. Smoking is not permitted in any Company building, including the plant. Smoking is only permitted outside the buildings in designated areas, during scheduled break times. Smoking areas must be kept clean and free of smoking related and other debris.
- D. Employees will not contribute to unsanitary conditions or poor housekeeping.

### 3. INJURIES/ILLNESS

- A. Employees will report any accident, injury or illness to their Supervisor and Personnel Manager immediately, regardless of the severity. If the employee is injured on company time they must also fill out an accident report immediately. If the employee is injured on personal time (non-work hours) and unable to perform their assigned job, the company reserves the right to send the employee home until they can provide a written doctor's note stating they are 100% cleared to perform their hired duties. If the employee is gone for more than the day they were sent home, they must communicate to the company daily, just as any employee who calls in for an absence must do.
- B. In case of a serious accident or illness to a member of an employee's immediate family, the employee may leave the plant during regular working hours, if necessary, if the Supervisor is first notified.
- C. The employee is responsible for forwarding any necessary insurance claim forms according to the instructions of the insurance company.

### 4. SAFETY

- A. Employees should read and regularly review the Safety Rules to fully understand them. Employees must follow all Safety Rules and report any deviation from the Safety Rules to the Company. These Safety Rules and any new, amended or modified Safety Rules will be posted in the locker room and on the bulletin board and employees should regularly review these changes so that the employees know the current Safety Rules.
- B. The employees must fully comply with the wearing of safety equipment as provided and required by law and as directed by the Supervisor. Employees must protect the safety equipment as issued as the employees' personal equipment and care for it accordingly. Safety equipment which is worn out, defective or in need of replacement must be returned to the Company, before replacement equipment will be issued. If the Company determines that Company issued safety equipment has been stolen by a party other than the employee to whom it was issued, through no fault of the employee, despite the employee's diligent safekeeping efforts, the employee will not be responsible to pay for its replacement cost. Exceptions may be made in cases of emergency or other unusual circumstances. A list of Company furnished safety equipment subject to the requirement of this rule and the current replacement cost of that equipment is available from the plant superintendent. The replacement cost will be the actual cost to the Company at the time of replacement.
- C. Employees will observe all fire and safety regulations and use all safety equipment as prescribed.

- D. Any employee who is or may be required to wear or use a respirator or other breathing device may not wear any facial hair which might interfere with the fit of the apparatus. The Company shall determine if the apparatus fits properly. A list of the jobs for which a respirator or other breathing device may be required is available from the plant superintendent. Employees regularly assigned to perform the jobs on this list must be clean shaven. Employees who are temporarily assigned to the jobs on the list who are notified before the end of the work day of the temporary assignment for a subsequent work day must report to work for the temporary assignment clean shaven. Employees who are asked to temporarily perform a job on the list without advance notice will be given a reasonable amount of time during work hours at Company expense to become clean shaven or another employee will be assigned temporarily to the job.

#### 5. GROUNDS FOR IMMEDIATE DISCHARGE

The Recommended Guide to Progressive Discipline may not apply to violation of the following work rules BUT MAY BE CAUSE FOR IMMEDIATE DISCHARGE:

- A. Insubordination and failure or refusal to carry out reasonable instructions from the Company. Failure to perform assigned work or suggesting or directing another employee to engage in such conduct. Any complaints regarding the meaning of reasonable shall be made AFTER THE INSTRUCTION HAS BEEN CARRIED OUT.
- B. Provoking a fight or threatening, intimidating, harassing, or assaulting anyone on Company premises or placing anyone in apprehension of harm.
- C. Negligent or intentional damage to, destruction of, or misuse of Company or fellow employees' property. Any disciplinary action taken against an employee under this rule shall be in addition to any right of civil recovery against such individual by the Company or the fellow employee whose property was damaged.
- D. Stealing or an attempt to steal from the Company or from fellow employees, visitors, or guests. This includes unauthorized removal or attempted removal of Company property from Company premises.
- E. Restricting production or intentional slowdown.
- F. Reporting for work and/or working while under the influence of intoxicating beverages and/or drugs or other mind altering substances or selling, possessing or distributing the same on Company property. If an employee is taking prescription medication under a doctor's care, he shall notify the Company to this effect before beginning work.

- G. Possession of firearms or explosive devices on Company property or perpetrating a bomb threat or having knowledge of someone who did and failing to report it.
- H. Punching the time card of another employee or the deliberate falsification of any time, production, personnel, or other Company records or assisting others to do so.
- I. Sleeping on the job.
- J. Divulging Company procedures, correspondence, trade or business secrets or other confidential information to unauthorized persons.
- K. Admitting or causing to have admitted unauthorized persons to Company premises.
- L. Making a misstatement or material omission from employment application forms or other Company records or the making of untrue statements to the Company.
- M. Acting in an indecent manner on Company property considering reasonable standards of work place behavior.
- N. Refusing to accept mandatory overtime.
- O. Making false claims or statements against the Company, or maligning the Company, its management, or its products or malicious attempts by an employee to discourage any individual from seeking employment with the Company, or through such actions, cause other employees to terminate their employment with the Company.
- P. Being absent two (2) consecutive working days without notifying the Company or without acceptable excuse. (This will be deemed a voluntary quit.)

## 6. ABSENT/TARDY POLICY

- A. The Company expects its employees to realize the importance of regular prompt attendance. Any employee who is absent due to injury or illness for two (2) days may only return to work upon proper medical certification.
- B. In case an employee is absent from work due to injury or illness for a valid reason, or expects to be tardy, first (1st) shift employees must call the Personnel Department or the Plant Superintendent at the Plant as soon as the employee knows the employee will be absent or tardy between 6:30 a.m. and 9:00 a.m. Any first shift employee showing up for work and leaving before notifying his employer must call in before 9:00 a.m. Second (2nd) and third (3rd) shift employees must call in two (2) hours before their starting time so that another employee can be assigned to their duties. Any absence or tardiness which results from other than a valid reason will be considered an unexcused absence or tardiness. The

failure to make their report will result in the absence or tardiness being considered unexcused.

Employees may be subject to discipline for all unexcused absences. An absence will be considered unexcused if the employee does not have a legitimate reason (i.e., illness, family medical emergency or other personal emergency), or a valid medical or personal excuse for an absence. In addition, if an employee is absent due to two (2) separate excused absences in a two (2) month period then a subsequent absence within two (2) months of the last excused absence will be presumed to be unexcused. The employee may rebut this presumption with a written medical excuse, other documentation acceptable to the Company or by verifying the reason (which would be considered as a legitimate excused absence) for the presumed unexcused absence to the Company. The presumption of an absence as "unexcused" shall be ongoing until the employee sustains at least two (2) consecutive months without an absence.

An employee who is absent due to injury or illness for three (3) days may only return to work upon proper medical certification. If this is used three (3) times in eighteen (18) months then that person shall fall back to the old language of two (2) days currently in the policy.

C. In addition to the provisions of paragraph 6.B. above, disciplinary action of unexcused absence will be as follows:

First unexcused absence	verbal warning
Second unexcused absence	written warning
Third unexcused absence	final written warning
Fourth unexcused absence	discharge

D. Disciplinary action for tardiness will be as follows:

Third tardiness	verbal warning
Fourth tardiness	written warning
Fifth tardiness	final written warning
Sixth tardiness	discharge

E. All employee's records will be cleared of absence and tardy violations and disciplinary actions of such violations after twelve (12) months, provided that in that twelve (12) month period no further disciplinary action for absence or tardy violations has occurred.

## 7. COMPANY ISSUED TOOLS

Tools furnished by the Company will be the responsibility of the employee to whom they are issued. Damaged, worn out or defective tools will only be replaced if the tool to be replaced is returned to the Company. The Company will identify the tools and the



employee to whom they are assigned. The employee to whom a tool is issued shall be solely responsible for the safekeeping of any tools issued to the employee. Any tool which is lost, misplaced or stolen shall be paid for by the employee to whom it was issued. If the Company determines that a Company issued tool has been stolen by a party other than the employee to whom it was issued through no fault of the employee, despite the employee's diligent safekeeping efforts, the employee will not be responsible to pay for its replacement cost. The Company will provide secure areas to lock up Company furnished tools whenever reasonably possible. A list of Company furnished tools and their current replacement cost is available from the plant superintendent. The replacement cost will be the actual replacement cost to the Company.

#### 8. GENERAL INFORMATION

- A. The employee's share of the cost of the Company's Group Health & Life Insurance Plan will be 50% deducted from the first (1st) paycheck of the month and 50% from the second paycheck of the month.
- B. The Company will pay a cash reward to anyone who provides proof of theft from the Company or fellow employees upon reporting same to the President of the Company.
- C. Employees will not deface, remove, add to, or write over any general notice of bulletin or post any unauthorized bulletin or any notice that is offensive.
- D. Any additions deletions or other amendments to these rules will be posted in the locker room.

## EXHIBIT D: SAFETY RULES

### 1. MOLDING DEPARTMENT

- A. Must keep aisles to and from machines open for traffic at all times.
- B. Must not use air hose recklessly. It may cause an injury to you or another person.
- C. Must keep their molding machine and work area clean.
- D. All bottom boards and weights must be stored in an orderly manner to avoid causing an accident. If bottom boards are hot, they must be stored in the middle of the molding floor with nothing around them to avoid a fire.
- E. Must also follow other rules and regulations which the Company from time to time adopt.

### 2. POURING & SHIFTING

- A. Must wear approved goggles when pouring or shifting (with side shields).
- B. Must wear approved leggings when pouring.
- C. Must not spill molten iron back into ladles or pigs carelessly.
- D. Must use caution in your work pattern so you do not cause an injury to yourself or another person.
- E. Must also follow other rules and regulations which the Company may from time to time adopt.
- F. Lock ladles when filling.

### 3. SHAKE-OUT

- A. Must wear gloves on spruing table.
- B. Must wear gloves when loading or unloading Rattler.
- C. Must wear gloves and safety glasses when doing hand shake-out on floors.
- D. Must wear plastic eye shields on spruing table and portable royer.

- E. Must wear ear protection device in areas where noise is above 90 DBA.
- F. Must wear face masks for protection against dust.
- G. Must have dust collector and Hartley controls operating properly to keep dust at a minimum.
- H. Must also follow other rules and regulations which the Company may from time to time adopt.
- I. All bottom boards and weights must be stored in an orderly manner to avoid causing an accident. If bottom boards are hot, they must be stored in the middle of the molding floor with nothing around them to avoid a fire.

#### 4. CLEANING DEPARTMENT

- A. Must wear approved goggles when grinding or chipping or roto-blasting.
- B. Must keep guards set up close to grinding wheels at all times.
- C. Must keep guards down on tumbling mills when operating.
- D. Must start dust collectors before operating roto-blast, tumblers, or grinders.
- F. Must report at once if dust collectors are not operating properly.
- F. Must keep door closed on sand blast when operating, and do not use air recklessly. It may cause an injury to you or a fellow worker.
- G. Must wear ear protection device in areas where noise is above 90 DBA.
- H. Must also follow other rules and regulations which the Company may from time to time adopt.

#### 5. CORE DEPARTMENT

- A. Must wear gloves when unloading oven to avoid burns.
- B. Must not use air recklessly when using core blower or air hose. It may cause an injury to you or a fellow worker.
- C. All core boxes must be stored and piled securely to avoid an accident by falling.

- D. Floors, benches, aisles, and core racks must be kept clean.
- E. Oil barrels and compound barrels should be checked for safety when in storage or in use.
- F. Must use ear protection device in areas where noise is above 90 DBA which could occur, for example, on Redford core blower.
- G. Must also follow other rules and regulations which the Company may from time to time adopt.

## 6. MELT DEPARTMENT

- A. Furnace Tender must wear approved goggles, leggings, clothing and gloves.
- B. Ladle Tender must wear approved goggles and leggings when handling Bull Ladle.
- C. Must wear approved goggles and respirator when chipping slag out of electric furnace, tapping spout and ladles.
- D. Furnace Charger must wear approved goggles when checking charges in electric furnace.
- E. Pit for charging bucket, ladder to charging platform, and charging platform must be kept clean at all times.
- F. Must wear hard hats in furnace area.
- G. Must also follow other rules and regulations which the Company may from time to time adopt.

## 7. PRODUCTS DEPARTMENT

- A. Must wear approved goggles when grinding or chipping and when using drill press.
- B. Must use ear protection in areas where noise is above 90 DBA.
- C. Must keep guards and adjust tool rest to be within 1/8" of the grinding wheels.
- D. Must start dust collectors before operating the grinders and report at once if not operating properly.

- E. Painting booth operator must start ventilating fans and keep build-up of excess paint from accumulating on drip pans and floor.
- F. Overhead storage area must be kept neat and orderly.
- G. Plastic coating area must store material in a safe manner in approved areas.
- H. Plastic coating must wear proper gloves and apparel.
- I. Must also follow other rules and regulations which the Company may from time to time adopt.

#### 8. SAFETY SHOES - EYE & EAR SAFETY

- A. Company approved safety shoes must be worn by all employees throughout the plant at all times.

New employees must comply from the date of employment. Eye safety equipment is provided by the Company for all employees. Approved ear plugs are provided by the Company for all employees where needed.

#### 9. ALL DEPARTMENTS

- A. Must keep oil rags and flammable material cleaned up and stored in a safe orderly manner as required by law.
- B. Must abide by state and federal laws as applied to plant safety.
- C. Must keep aisles open and clean for traffic to and from any given area, and to fire extinguishers, and to all exits at all times.
- D. Maintenance employees must wear hard hats and the required safety equipment for the area, or the job, in which they are working.

#### 10. SAFETY COMMITTEE

- A. Members of the Safety Rules and Cooperating Enforcement Committee are:

For the Company:

For the Union:

Bill Baumgart

Tony Greslin

Elizabeth Emmer

Mike Ballard