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AGREEMENT

BETWEEN

MALTON ELECTRIC COMPANY

AND THE

UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL UNION

On behalf of

USW LU 4950-10

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AGREEMENT
COVERING WORKING CONDITIONS AND WAGES
BETWEEN
MALTON ELECTRIC COMPANY
AND
UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION

This Agreement is made and entered into this 22nd day of April 2021, by Malton Electric Company (the "Employer") and the United Steelworkers the "Union") on behalf of USW LU 4950-10.

ARTICLE I
DEFINITION OF EMPLOYEES

Whenever used in this Agreement, the term "Employees" shall mean all full-time and regular part-time production and maintenance Employees employed by the Employer at its Michigan facility, excluding all office clerical employees, professional employees, managerial employees, guards, and supervisors as defined by the National Labor Relations Act.

ARTICLE II
COMMITMENT TO COOPERATION

The Employer and the Union have a common interest in the Mining, Paper, Wood Products and Railroad Industries, and therefore harmonious relationship between the Employer and the Union is necessary to advance the interests of that industry and Employees. The success of the Employer and the welfare of Employees requires confidence and cooperation between the Employer and the Union. The Employer and the Union will benefit by cooperation, and through the adjustment of differences peacefully pursuant to this Agreement. The parties have therefore entered into this Agreement in order to achieve those objectives.

The Employer is contractually committed to satisfying its customers' cost, quality, and service standards. By entering into the Agreement, the Union commits itself, and the employees covered by this Agreement, to support the Employer's commitment to meeting its customers' standards.

ARTICLE III
DURATION AND CHANGES

Section 3.1 Duration. This Agreement shall become effective on April 22, 2021 and shall remain in effect through April 30, 2024.

Section 3.2 Termination or Changes. Either party desiring to modify or terminate this Agreement must (except as otherwise provided regarding negotiation of revised wage rates while

this Agreement is in effect), notify the other in writing at least sixty (60) days prior to the April 30, 2024 expiration date.

ARTICLE IV MANAGEMENT RIGHTS

Section 4.1 Retention of Managerial Prerogatives. The Employer operates in a competitive industry in which customer demands and industry pressure dictate Employer/Employee efficiency, flexibility, technical proficiency, and cooperative spirit. This provision is intended to help the Employer and its Employees achieve those objectives, while respecting the rights of Employees, and while maintaining a progressive cooperative relationship with the Union.

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights prerogatives and functions are retained by and vested exclusively with the Employer in accordance with its sole and exclusive judgment and to reprimand, suspend, discharge, or otherwise discipline employees for just cause, to determine the number of Employees to be employed; to hire Employees; determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, recall to work; to set the standards of productivity and/or the services to be rendered; to determine the amount and forms of compensation for Employees within the parameters of this Agreement; to maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to subcontract, contract out; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the Employer; to introduce new or improved service and maintenance methods, materials, machinery, and equipment; to determine the number, location and operation of departments, divisions, and all other units of the Employer; to issue, amend and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Employer and to direct the Employer's employees. The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE V GRIEVANCE AND ARBITRATION PROCEDURE

Section 5.1 Should any differences, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of both parties to settle promptly through the following steps:

STEP I - By conference between the aggrieved Employee, the Grievance Committeeman or both and the Supervisor, within five (5) working days of the action or event which precipitated the grievance.

STEP II - By conference, within ten (10) working days of the STEP I conference, between the Grievance Committeeman, or Union Staff Representative and Management. The Employer's Management representative will give his answer to the Grievance Committeeman, or Union's designee with five (5) days of the STEP II conference.

STEP III - In the event that STEP I and II do not resolve the dispute, the parties agree that they may seek the assistance of the Federal Mediation Services in resolving the grievance before proceeding to STEP IV. Both parties must agree to seek FMCS assistance. Absent such mutual agreement, the Grievant must timely proceed to STEP IV, or waive its right to further advance its grievance.

STEP IV - A. If the grievance is not resolved in STEP III, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within ten (10) calendar days following receipt of an answer from the STEP II meeting, or within ten (10) days from the date when either side gives written notice that they have terminated FMCS's assistance in resolving the grievance. The Employer and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of five (5) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service. The Employer and the Union shall each alternatively strike one (1) name, and the order of striking shall be determined by chance. The remaining arbitrator, after each party has made two (2) strikes, shall hear and determine the dispute.

B. The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance and the arbitrator shall have no power to decide any other issue.

C. The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing. The award of the arbitrator shall be final and binding upon the Employer, Union and Employees involved. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union. Each party shall bear the expense of preparing and presenting its own case.

D. The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived, and forfeited, and shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual agreement of the parties.

ARTICLE VI NO STRIKES OR LOCKOUTS

Section 6.1 No Strikes. In consideration of the Employer's commitment as set forth in Article V of this Agreement, the Union, its officers, agents, representatives, stewards, committeemen and members, and all other Employees shall not, in anyway, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slowdown, work stoppage, or any other interference with or interruption of work at any of the Employer's operations, whether or not such a strike, sympathy strike, slowdown, work stoppage, or other interference with or interruption of work (a) involves a matter subject to resolution pursuant to the grievance and arbitration procedures set forth in Article V of this Agreement; or (b) involves a matter specifically referred to or covered in this Agreement; or (c) involves a matter which has been discussed between the Employer and the Union; or (d) involves a matter which has within the knowledge or the contemplation of the Employer and the Union at the time this Agreement was negotiated or executed; or (e) involves a matter between the Union and any other Employees.

Section 6.2 Discipline for Violation of Section 6.1. The failure or refusal on the part of any Employee to comply with the provisions of Section 6.1 of this Agreement shall result in immediate discipline, including discharge, and such discipline shall not be subject to the arbitration provisions set forth in Article V of this Agreement. The failure or refusal by a Union officer, agent, representative, steward, or committeeman to comply with the provisions of Section 6.1 of this Agreement constitutes leading and instigating a violation of Section 6.1, it being specifically agreed that the Union officers, agents, representatives, stewards, and committeemen, by accepting such positions, have assumed the responsibility of affirmatively preventing violations of Section 6.1 of this Agreement by reporting to work and performing work as scheduled and/or required by the Employer.

Section 6.3 No Lockouts. In consideration of the Union's commitment as set forth in Section 6.1 of this Agreement, the Employer shall not lock out employees.

Section 6.4 Expedited Arbitration. In the event of an alleged violation of Section 6.1 of this Agreement arising out of a matter not subject to resolution pursuant to the grievance and arbitration procedures set forth in Article V of this Agreement, the Employer may institute expedited arbitration proceedings regarding such alleged violation by delivering written or telegraphic notice thereof to the Union and to the Federal Mediation and Conciliation Service. Immediately upon receipt of such written or telegraphic notice thereof, and holding the hearing within twenty-four (24) hours after his appointment. The fee and other expenses of the arbitrator in connection with this expedited arbitration proceeding shall be shared equally by the Employer and the Union. The failure of either party or any witness to attend the hearing, as scheduled and noticed by the arbitrator, shall not delay the hearing, and the arbitrator shall proceed to take evidence and issue an award and order as though such party or witness were present. The sole issue at the hearing shall be whether a violation of Section 6.1 of this Agreement has occurred or is occurring, and the arbitrator shall not consider any matter justifying, explaining, or mitigating such violation. If the arbitrator finds that a violation of Section 6.1 of this Agreement is occurring or has occurred, he shall issue a cease and resist order with respect to such violation.

he arbitrator's written opinion, award and order shall be issued within twenty-four (24) hours after the close of the hearing. Such award and order shall be final and binding on the Employer and the Union.

Section 6.5 Injunctive Relief Pending Expedited Arbitration. In the event of an alleged violation of Section 6.1 of this Agreement, the Employer may immediately apply to the appropriate United States District Court for Michigan for injunctive relief, including a temporary restraining order, prohibiting the continuation of such an alleged violation pending submission of the matter to arbitration and the issuance and enforcement of the arbitrator's order.

Section 6.6 Damages and Other Remedies. In addition to any other remedy set forth in this Article, the Employer, without submitting the issue of damages to arbitration, may institute, in any court of competent jurisdiction, an action against the Union for damages suffered by the Employer as a result of a violation of this Article VI. The remedies set forth in this Article VI are not exclusive, and the Employer may pursue whatever other remedies are available to it at law or equity.

Section 6.7 Union Understanding. There is a mutual understanding within the local Union that in spite of the catastrophic place industrial workers are in at this time, all local members should have a right to exist.

ARTICLE VII UNION MEMBERSHIP

The provisions of Article VII Union Membership shall only be implemented to the extent permitted by the law of the State of Michigan.

Section 7.1 Each Employee who on the effective date of this Agreement is a member of the Union in good standing and each Employee who becomes a member after that date shall, as a condition of employment, maintain his membership in the Union. Each Employee hired on or after July 1, 2002, shall as a condition of employment, beginning on the 30th day following the beginning of such employment or the effective date of this Agreement, whichever is later, acquire and maintain membership in the Union. For the purposes of this Section, an Employee shall not be deemed to have lost his membership in the Union in good standing until the International Treasurer of the Union shall have determined that the membership of such Employee in the Union is not in good standing and shall have given the Employer a notice in writing of that fact.

The parties shall make such arrangements as may be necessary to adapt the foregoing check-off provisions to the check-off of the service charge referred to above pursuant to voluntary authorizations therefore.

Section 7.2 At the time of his employment the Employer will suggest that each new Employee voluntarily execute an authorization for the check-off of Union dues in the form agreed upon. A copy of such authorization card for the check-off of Union dues shall be forwarded to the Financial Secretary of the Local Union along with the membership application of such Employees.

An Employee who is transferred from a position within the bargaining unit herein set forth to a position excluded from such units and who subsequent to the date of this Agreement is returned to a position within such units shall be reinstated to Union membership if he was a member of the Union at the time of his transfer out of the bargaining units. At the time of his return to the bargaining units, the Employer will suggest that such Employee voluntarily execute an authorization for the check-off of Union dues.

Section 7.3 Upon receipt by the Management's representative of the voluntary written authorization by an Employee, the Employer will deduct from each pay of such Employee thereafter during the existence of such authorization his periodic Union dues as designated by the International Treasurer of the Union, and the Employer shall also deduct any assessments against him which shall be general and uniform among Employees who shall at the time be members of the Union, and, if owing by him, an initiation fee, all as payable to the Union in accordance with its constitution and by-laws. Dues will be deducted on a per pay-period basis and remitted monthly for the pay-periods closed in the month for which dues are being deducted. The Employer shall promptly remit any and all amounts so deducted to the International Treasurer of the Union, at the address which he authorizes for this purpose, who shall notify the Employer in writing of the respective amounts of the dues, initiation fees and assessments, which shall be so deducted.

Section 7.4 On or before the 25th of each month, the Union shall submit to the Employer a certified list showing the name, address and check number of each Employee who shall have become a member in good standing of the Union (other than through the procedures as provided in Section 7.2 hereof) since the last previous list of members of the Union in good standing was furnished to the Employer, and showing the amount of any initiation fee to be deducted from the wages of such Employee in the succeeding month. Deductions on the basis of authorization cards submitted to the Employer shall commence with respect to dues for the month in which the Employer receives such authorization card or in which such card becomes effective, whichever is later.

Section 7.5 No deduction shall be made unless the Employee was entitled to pay for at least five (5) days in such month for which the dues are paid.

If such Employee does not have earnings during the pay period for which the dues are payable such deduction shall be made from the next pay period in which he has sufficient earnings; provided, however that the accumulation of dues shall be limited to two (2) months. The international Treasurer of the Union shall be provided with a list of those Employees for whom double deduction has been made. In cases of earnings less than five (5) days in any month no dues shall be owing for that month.

Section 7.6 The Union will be notified of the reason for non-transmission of dues in case of inter-mine transfer, lay-off, discharge, resignation, leave of absence, sick leave, retirement, death, insufficient earnings. In the event an Employee transfers from a facility owned and/or operated by said Employer for which the Union has been certified as the collective bargaining agent to a facility owned and/or operated by said Employer where the Union has not been certified as the bargaining agent, the Employer will honor the current check-off authorization card of the Employee (in the event the Employee has executed such an authorization) for the

purpose of checking off dues only. Dues so deducted will be credited to the Local Union in which he holds membership.

Section 7.7 The union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Section, or in reliance on any list, notice or assignment which shall have been furnished to the Employer under any such provisions.

Section 7.8 The provisions of this Section shall be effective in accordance and consistent with applicable provisions of federal and state law.

ARTICLE VIII HOURS OF WORK

Section 8.1 Purpose of Article. The sole purpose of this Article is to provide a basis for the computation of straight time, overtime, and other premium wages, and except as otherwise expressly provided in the Agreement, nothing contained in this Agreement shall be construed as a guarantee or commitment by the Employer to any Employee of a minimum or maximum number of hours of work per day, per week, or per year. The Employer's pay records, practices and procedures shall govern the payment of all wages.

Section 8.2 Workweek. The workweek shall consist of seven (7) days beginning immediately after 12:00 midnight on Saturday and ending at 12:00 midnight the following Saturday.

Section 8.3 Regular Workweek. A regular workweek shall consist of a maximum of forty (40) hours of work within the workweek.

Section 8.4 Workday. A workday is a period of twenty-four (24) consecutive hours beginning immediately after midnight of one day and ending at midnight on the following day.

Section 8.5 Regular Workday. A regular workday shall consist of a maximum of eight (8) hours.

Section 8.6 Identification of Shifts. The Employer retains the right to change the times when Employees will commence work provided that the Employer gives the Union notice of such times.

Section 8.7 Meal Periods. There shall be one paid ten-minute break, and one paid twenty-minute meal period during each regular eight-hour workday.

Section 8.8 Reporting of Time: Employees shall report their time on a daily project, task or assignment basis, per Employer's policy and procedure.

Section 8.9 Double-time on Sundays. Employees shall be paid at twice their regular hourly rate for all time worked between 12:01 a.m. on Sunday mornings and 12:00 p.m. Sunday nights. Employees shall not be entitled to any additional holiday or overtime pay for hours worked on Sundays.

Section 8.10 Equitable Distribution of Overtime. The Employer shall make a reasonable effort to distribute overtime hours equitably among Employees, without regard for their seniority or other considerations. This Section shall not impair the Employer's right to assign overtime based upon the Employer's assessment of Employees' skill, experience, or other relevant considerations, provided the Employer otherwise generally attempts to distribute overtime equitably.

ARTICLE IX CLASSIFICATIONS AND WAGES

Section 9.1 Wages. Effective March 1, 2002, minimum wage rates for the following classifications shall be as reflected on schedule No. 1 (Page 10):

Employer reserves the right to establish individual Employee wage rates within the minimum and top wage range at the Employer's sole discretion. Employer will give the Union written notice and ten (10) days to comment upon (but not veto) before implementation of any wage increase. Under no circumstances may a wage rate be reduced unless agreed to by the Union and the Employer.

Section 9.2 Classifications. The skill sets reflected below for different classifications are representative, not exclusive. The Employer shall have the right to modify or add to any classification's skill set, without notice or negotiation with the Union. The Employer shall have exclusive authority to determine an Employee's qualifications and the Employer's determination of skills and qualifications shall not be subject to grievance or arbitration.

GROUP I - TRAINEE/LABORER

Employees in this classification shall be employed on a probationary basis during their first six (6) months of employment and may be disciplined or discharged with or without cause.

GROUP II - CLASS B

Mechanical Starter

General laborer, starter helper, machinist starter.

Repairman Starter

Steam cleaning, disassembler, electrical testing, assemblers, stripping, mechanical measurement.

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SCHEDULE NO. 1

CLASSIFICATIONS AND WAGES

GROUP	CLASSIFICATION	GRADE 1	GRADE 2	GRADE 3	GRADE 4	GRADE 5	GRADE 6
I II CLASS B II CLASS A	TRAINEE/LABORER PROBATIONARY 6 MONTHS	10.00- 18.00	N/A	N/A	N/A	N/A	N/A
	MECHANICAL STARTER	10.00- 12.00	12.00-14.00	14.00-17.00	N/A	N/A	N/A
	REPAIRMAN STARTER	10.00- 12.00	12.00-14.00	14.00-17.00	N/A	N/A	N/A
	WINDER AC STANDARD	N/A	15.00-16.00	16.00-18.00	18.00-20.00	N/A	N/A
	WINDER DC STANDARD	N/A	15.00-16.00	16.00-18.00	18.00-20.00	N/A	N/A
	REPAIRMAN STANDARD	N/A	15.00-16.00	16.00-18.00	18.00-20.00	N/A	N/A
	MACHINIST STANDARD	N/A	15.00-16.00	16.00-18.00	18.00-20.00	N/A	N/A
	TRUCK DRIVER	N/A	13.00-14.00	14.00-15.00	15.00-17.00	N/A	N/A
	MAINTENANCE STANDARD	N/A	13.00-14.00	14.00-15.00	15.00-17.00	N/A	N/A
	JOURNEYMAN STANDARD	N/A	17.00-18.00	18.00-19.00	19.00-20.00	20.00- 21.00	21.00- 25.00
III CLASS A							
IV LEADER	TEAM LEADER WORKING LEAD PERSON	N/A	N/A	N/A	N/A	N/A	23.00- 28.00

GROUP II - CLASS A ASSISTANT JOURNEYMAN

Must be proficient at all of Group II Class B job descriptions for either Mechanical Starter or Repairman Starter

Winder AC Standard

AC stators must and form wound 460 VAC to 4160 VAC

Winder DC Standard

DC armatures, all voltages and horsepower

Repairman Standard

Complete AC and DC repairs, gearbox repairs. Demonstrates electrical and mechanical knowledge and skills, including basic welding skills such as arc welding, MIG and TIG welding, and gas welding.

Machinist Standard

Operate all machine shop equipment. Demonstrates mechanical knowledge and skills, including basic welding skills such as arc welding, MIG and TIG welding and gas welding.

Truck Driver/Maintenance Standard

Has Class A and B license and has Malton Electric Category I, II, III, and IV driver's program training. Is capable of performing general vehicle maintenance and shop equipment maintenance.

Note: Other person in Group II job descriptions may be required to fulfill Class I, II, III, and IV driver program training. If so, these people will be paid at the top wage in each grade classification.

GROUP III - CLASS A JOURNEYMAN

Must be proficient at all skills described in two Group II Class A job descriptions.

GROUP IV - LEADER

Must be proficient at all skills described in three Group II job descriptions and demonstrate the necessary skills and abilities to supervise and instruct shop Employees. There is a maximum of three leader positions.

The Employer and Union agree that under this Agreement, all Employees may, if qualified, advance from a lower classification to a higher classification so they may develop a well• rounded knowledge and understanding of all shop work, enabling them to become journeymen. The Employer agrees to first offer the opportunity to advance to the classification of journeyman to Employees with journeyman experience who the Employer considers qualified, prior to hiring of new journeymen. If no Employee has such qualifications, additional journeymen may be hired.

Nothing herein shall prevent the Employer from assigning work in a lower classification to Employees in a higher classification.

Section 9.3 Adjustments. Wage rates payable after the first year of this Agreement shall be increased each March 1 (after the first year of the Agreement), by a percentage amount equaling the percentage increase in the Consumer Price Index for all Urban Consumers, all Items, U.S. Cities average, for the 12-month period ending each December, as published in the Bureau of National Affairs Consumer Price Index. Merit increases may be implemented during the term of the Agreement as part of the individual Employee review process.

ARTICLE X SCHEDULES

Section 10.1 Overtime. Overtime will be paid for all time worked over forty (40) hours in a seven (7) consecutive day work week and for all time worked over eight (8) hours on any single workday. Saturday will be paid at the straight time rate up to the forty-hour weekly requirement if not previously satisfied. The Employer will give Employees the opportunity to work five (5) days during seven (7) day pay periods.

Section 10.2 Scheduling and Shifts. The Employer shall have the discretion to determine and unilaterally change shift starting and ending times, lengths, and Employeeschedules. By way of illustration and not limitation, the Employer may schedule Employees to work eight (8), ten (10) or twelve (12) hour shifts.

Section 10.3 Reporting On and Off Work. Employees must be notified the day previous if they are not to work; failing to so notify, the Employer will pay for two (2) hours or provide two (2) hours work if the Employee reports to work.

Section 10.4 Shift Differential. If an Employee is scheduled to work more than ten (10) days on other than the day shift, beginning on the eleventh (11th) day on other than the first shift, the Employee will be paid a \$.50 per hour shift differential for hours worked on other than on the day shift.

ARTICLE XI SENIORITY

Section 11.1 There shall be a separate seniority list covering Employees in each classification. New Employees having less than six (6) months service with the Employer, shall be on probation and during the period of probation the Employer may layoff, discharge or rehire such Employee, with or without cause. Employees retained by the Employer after such probationary period shall be immediately credited with seniority as of the first day of employment, and their names shall be added to the seniority list.

Section 11.2 Immediately upon the expiration of probationary period, each Employee shall be given a regular seniority rating within the unit in which he or she is employed, based upon his length of service with the Employer from the date of his original employment under this Agreement and accumulated thereafter. Seniority within the unit shall be applied in all cases of layoffs and rehiring such that within said unit the first Employee laid off shall be the last to be rehired, subject to qualifications of each individual Employee involved to fill the available job.

Section 11.3 Whenever Employees are laid off as above set forth, the operation of the seniority system necessitates the transfer of remaining Employees to other jobs within the unit, such transfer shall be made so as to displace Employees of lesser seniority such that Employees of the highest seniority rating will be transferred to the highest rated jobs available in said unit, in order of their respective seniority ratings, and such that an Employee possessing the higher seniority rating will under such circumstances displace a holder of such job possessing a lower seniority rating, but only if the Employee so to be transferred possesses the special skill or experience shall be determined by the Employer, provided, however, that his exception shall not be improperly used to deprive any Employee of the benefits of his seniority rating.

Section 11.4 The Employer shall furnish the Union with a seniority list covering the names of Employees within the unit and containing the date of the commencement of their respective employment. A copy of such seniority lists shall be posted on the bulletin board and shall be kept current from time to time.

Section 11.5 All laid off Employees shall be given thirty-five (35) calendar days of notice of rehiring, Saturday, Sunday, and Holidays excluded. The Employer shall notify the Employee and the Union of each layoff and rehire. The Employee forfeits his seniority rights if he fails to report to work within five (5) calendar days of notice to the Union.

Section 11.6 Whenever Employees are transferred to lower rated jobs in accordance with their seniority status as may be required in the event of a layoff, such Employees shall be paid the higher rate of pay for a period of sixty (60) days. An Employee shall have the right to accept a layoff in lieu of accepting and transfer to a lower rate job.

Section 11.7 In filling vacancies of higher-rated jobs or in making promotions, Employees with the highest status in the unit shall be given an opportunity to apply for such

available positions, and qualifications being equal, preference shall be given on the basis of seniority. The Employer shall post notices on the bulletin board of all vacancies or new jobs for five (5) working days and applications to fill such vacancies or new jobs submitted more than five (5) working days after such posting need not be considered by the Employer. In case of a dispute as to qualifications, an Employee may submit a resume of his training or experience.

Section 11.8 Loss of seniority shall occur by:

1. Resignation.
2. Discharge for just cause.
3. Layoff for 12 consecutive months for Employees who have completed less than five (5) consecutive years of employment. Employees who have completed five (5) or more consecutive years of service shall have their seniority considered broken if they have been on lay off for 18 consecutive months.
4. Failure to keep Employer advised of current address at least once within each two (2) month period during layoff.
5. Remaining absent from work without applying for a leave of absence for a period of three (3) days or more without a satisfactory excuse.
6. Failure to report for work on recall within forty-eight (48) hours.
7. Competing with the Employer.
8. An Employee shall be considered to have lost his seniority and shall be subject to immediate discharge by the Employer without cause by reason of being under the influence of illegal substances or alcohol while operating Employer equipment at any time or any place, and during working hours, or while on the Employer's premises.
9. Less than 1700 hours of work in twelve (12) consecutive months unless laid off.

An Employee who takes a leave of absence due to a compensable, work related injury shall not experience a break in service or loss of seniority.

ARTICLE XII
VACATION, HOLIDAYS, AND BEREAVEMENT

Section 12.1 Full-time Employees who are eligible for paid vacation benefits, shall receive eight (8) hours at their straight time rate multiplied by the amount of days they are to receive in vacation. Vacation time is computed from date of hire and is shown below. After

thirty (30) calendar days, full-time Employees who are eligible for paid vacation benefits, shall receive eight (8) hours at their straight time rate multiplied by the amount of days they are to receive in vacation. Vacation time is computed from date of hire by Malton Electric Company and is shown below.

A. Completion of twelve (12) months	Five (5) days
B. Completion of two (2) years	Ten (10) days
C. Completion of four (4) years	Twelve (12) days
D. Completion of six (6) years	Thirteen (13) days
E. Completion of eight (8) years	Fourteen (14) days
F. Completion of ten (10) years	Fifteen (15) days
G. Completion of fifteen (15) years	Seventeen (17) days
H. Completion of twenty (20) years	Twenty (20) days

Section 12.2 The Employee shall give the Employer at least two (2) weeks advanced notice on vacation pay.

Section 12.3 Vacation time and illness pay are determined by an Employee's years of service. A year of service is defined as 1800 hours of pay each year beginning with the Employee's starting date.

Section 12.4 The following Holidays shall be celebrated under this Agreement if the Employee has worked the previous eight (8) working hours before the Holiday and the next eight (8) hours after the Holiday:

New Year's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day

or days celebrated as such. Eight (8) hours pay at the Employee's straight time rate of wages shall be paid for such Holidays.

(a) All work performed on Holidays specified in Article VIII, Section 4, shall be paid at double the Employee's straight time rate of pay, plus the Holiday pay.

Section 12.5 Bereavement Policy. Employees will be allowed three (3) days off with pay in the event of the death of a spouse, child, parent, brother, or sister.

ARTICLE XIII EXTENDED ILLNESS PAY

Section 13.1 Illness Pay. If an Employee is ill longer than a period of ten (10) working days and without other compensation, he will be paid fifty (50) percent of his regular pay (for days subsequent to the first ten (10) working days) according to the length of his service with the Employer. Illness pay will be paid retroactive to the first day missed if Employee is hospitalized due to illness or outpatient surgery provided the Employee presents to his supervisor satisfactory written verification of these circumstances from Employee's medical provider upon return to work. Illness Leave will be paid on the following basis:

- | | | |
|----|----------------------------------|------------------------|
| A. | After (2) years of service | Twenty (20) days |
| B. | After four (4) years of service | Forty (40) days |
| C. | After six (6) years of service | Sixty (60) days |
| D. | After eight (8) years of service | Eighty (80) days |
| E. | After ten (10) years of service | One Hundred (100) days |

ARTICLE XIV HEALTH AND WELFARE

Section 14.1 Health Insurance. The Employer shall provide a Health Insurance Plan with coverage as described by the Employee's Group Benefit Plan booklet. The Employer shall pay one hundred percent (100%) of the cost of the Employee's own coverage and will pay fifty percent (50%) of the cost of Health Insurance for the Employee's dependents. In the event that the Company proposes to change providers or the benefits available from those providers, the Company agrees to meet with the Union officials to discuss the change. The BCBS policy renews every year on December 1st. The parties to this contract will communicate any concerns regarding the new BCBS coverage within 30 days of the contract renewal date. If during the term of a multi-year contract, the current health insurer proposes or enacts changes that reduce the level of employee benefits, change the plan design, or otherwise materially affects the insurance coverage under the existing insurance plan, the parties to this agreement agree that upon notice of either party, as to the subject of health insurance only, bargaining will be opened on the subject of health insurance on all issues including but not limited to the perceived reduction in benefit level, plan design changes, health insurance premium contribution levels of the company and its employees, the level of deductibles, and the availability of other health insurance coverage. Employees shall become eligible for coverage after ninety (90) calendar days of full-time employment. Other aspects of eligibility will be governed by the Employer's Plan. During the life of this Agreement, Employees will not be required to pay more than a fifteen percent (15%) increase, per year of this Agreement, in premiums for Health Insurance. To the extent that premium increases ever exceed fifteen percent during a one-year period of this Agreement, the Employer shall bear the cost of the premium increase in excess of fifteen percent (15%).

The Company will pay 50% of the cost of the Steelworkers Plan "A" Dental Coverage for each employee based upon the coverage selection by each employee. i.e. (Individual, Member +1, and Family). This coverage will become effective on December 1, 2014.

The company will pay 50% of the cost of the Annual Individual Steelworkers Vision Coverage Plan for each Malton Employee. The employee will be credited (50%) of the monthly cost of the annual individual steelworker vision coverage plan if the employee chooses the family plan or member plus one plan. This coverage will become effective December 1, 2014.

Section 14.2 401(k) Plan. The Employer shall offer eligible Employees a savings plan qualified under Section 401(k) of the Internal Revenue Code ("IRC" or "the Plan"). To be eligible to participate in this plan, an Employee must have completed one (1) year of service and be at least twenty-one (21) years of age. Entry dates are January 1 and July 1 of each year. Employees may contribute up to fifteen percent (15%) of gross income. The Employer may match Employee contributions at the rate of thirty-five percent (35%) of a maximum of six percent (6%) of each participating Employee's gross compensation. The Employer may unilaterally change the Plan (1) to comply with changes to IRC or ERISA, and (2) in any other respect whatsoever, so long as the changes do not result in terms which are materially less favorable to Employees generally than the terms of their former United Steelworkers Plan. All aspects of this Plan and Employee participation in this Plan shall be governed by the Plan's documents, and the Employee Retirement Income Security Act of 1974 as amended (ERISA), and shall not be subject to grievance or arbitration. If any conflict arises between the Plan and this Section, the terms of the Plan's documents and the IRC shall control.

VESTING:

COMPLETED YEARS OF SERVICE	VESTING PERCENTAGE
1	0%
2	20%
3	40%
4	60%
5	80%
6 OR MORE	100%

**ARTICLE XV TERM
LIFE INSURANCE**

Section 15.1 Life Insurance. The Employer will provide a \$10,000 Term Life Insurance Policy for each employee with an AD&D provision. The new term life insurance policies will take effect on December 1, 2014.

**ARTICLE XVI
MISCELLANEOUS**

Section 16.1 Tools. The Employer shall furnish all tools required for each wage classification with the exception of the required hand tools. The Employer will furnish safety items such as gloves, ear plugs, and safety glasses when required by the work task. Employees will be considered absent unless they have the required hand tools. Each Employee shall be

responsible for returning to the Employer all Employer provided tools upon an Employee's resignation or termination. The Employer may deduct from a resigned or terminated Employee's final paycheck for damaged, lost, or misappropriated tools.

The Employer will reimburse up to \$100.00 per calendar year for the Employee's purchase of safety-toed boots. The Employer agrees to reimburse an employee within 21 days after they submit a receipt for the purchase of safety-toed boots. In the event an employee does not purchase safety-toed boots in any given year, the benefit will roll over into the following calendar year with a maximum reimbursement of \$200 every other year.

Section 16.2 Unpaid leave-for Union-Business. The Employer shall allow nonsupervisory Employees to take up to a total of fourteen (14) days unpaid leave for Union business. The fourteen (14) total days may be distributed among unit Employees at the Union's discretion. The Employer shall allow Employees to take that leave provided the Employer receives at least two (2) weeks advance notice, and provided that not more than two (2) bargaining unit Employees are on Union leave at any one time. The Employer may deny requests for Union leave if an Employee's absence due to Union leave would unreasonably disrupt the Employer's operations.

Section 16.3 Direct Deposit of Paychecks. Beginning January 1, 2022, payroll will be made by direct deposit; until then, paychecks may be cashed as early as Thursday, provided they arrive in shop on or before Thursday.

ARTICLE XVII SAVINGS CLAUSE


Section 17.1 Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect, and the parties shall thereupon seek a substitute provision which is in conformity with the applicable law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names of their respective representatives thereunto duly authorized this _____ day of _____, effective April 22, 2021.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names of their respective representatives thereunto duly authorized this 19th day of April, 2021, effective April 21, 2023.

MALTON ELECTRIC COMPANY


Robert Bozich, President



Mike Carlson, Plant Manager

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0-6
6/9/21

UNITED STEELWORKERS


Thomas Conway, International President


John E. Shinn, Intl Secretary-Treasurer

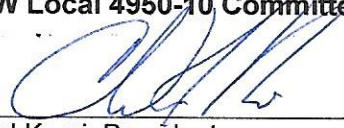

David McCall, International VP, Administration


Fred Redmond, International VP, Human Affairs

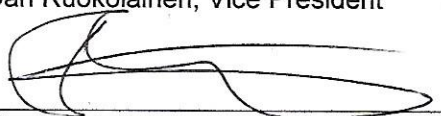

Michael Bolton, Director, District 2


Chris Haddock, Staff Representative

USW Local 4950-10 Committee Members


Chad Korpi, President


Dan Ruokolainen, Vice President


Tim Rombach, Committeeman

