

FIRELINE, INC.
300 Andrews Avenue
Youngstown, Ohio 44505

And

**The United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial, and Service
Workers International Union**

Local 5025-02

Effective Date: 01 November 2024 to 31 October 2027

INDEX

ARTICLE I	Purpose And Intent Of The Parties	4
ARTICLE II	Scope Of Agreement	4
ARTICLE III	Management	5
ARTICLE IV	Responsibilities Of The Parties	5
ARTICLE V	Union Shop	6
ARTICLE VI	Check Off	7
ARTICLE VII	Adjustment Of Grievances	9
ARTICLE VIII	Discipline And Discharge	11
ARTICLE IX	Hours Of Work	12
ARTICLE X	Safety And Health	14
ARTICLE XI	Bulletin Board	18
ARTICLE XII	Military Service	18
ARTICLE XIII	Leaves Of Absence	19
ARTICLE XIV	Wages	19
ARTICLE XV	Overtime And Premium Pay	20
ARTICLE XVI	Reporting Allowance	22
ARTICLE XVII	Bereavement Pay	23
ARTICLE XVIII	Jury Duty And Witness Pay	23
ARTICLE XIX	Holidays	24

ARTICLE XX	Vacations And Personal Time Off (PTO)	25
ARTICLE XXI	Insurance And Retirement Income Plan	28
ARTICLE XXII	Incentive Bonus Plans	29
ARTICLE XXIII	Seniority	30
ARTICLE XXIV	Contracting Out Of Bargaining Unit Work	36
ARTICLE XXV	Termination	37
ARTICLE XXVI	Successorship	37
ARTICLE XXVII	Drug And Alcohol Substance Abuse Policy	37
ARTICLE XXVIII	Outdoor Surveillance Equipment	38
EXHIBIT I	Insurance	40
EXHIBIT II	Bonus Plan	43
EXHIBIT III	Drug& Alcohol Substance Abuse Policy	47
EXHIBIT IV	Confidentiality Agreement	54

This Agreement dated as of 1st day of November, 2024, by and between FIRELINE, INC., 300 Andrews Avenue, Youngstown, Ohio 44505 and all other facilities, or its successors, hereinafter referred to as the “Company” and the UNITED STEEL, PAPER and FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL, and SERVICE WORKERS INTERNATIONAL UNION or its successors, (hereinafter referred to as the “Union”).

ARTICLE I - PURPOSE AND INTENT OF THE PARTIES

1. Purpose

The purpose of the Company and the Union in entering into this labor contract is to set forth their Agreement on rates of pay, hours of work, and other conditions of employment so as to promote orderly and peaceful relations with the employees and to achieve uninterrupted operations in the Plant, and to achieve a reasonable level of employee performance consistent with safety, good health and sustained effort.

2. Cooperation

The Company and the Union encourage the highest possible degree of friendly cooperative relationships between their respective representatives at all levels and with and between all employees.

ARTICLE II – SCOPE OF AGREEMENT

1. Employee

The term employee as used in this Agreement shall include all production and maintenance employees of the Company at its 300 Andrews Avenue, Youngstown, Ohio and 8560 Foxwood Court, Boardman, Ohio plants excluding clerical and technical employees, professional employees, guards, and supervisors as defined in the National Labor Relations Act, as amended.

2. Bargaining Agent

The Company recognizes the Union as the exclusive bargaining agent for the employees included previously. The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by any employee or the Union of a violation by the Company of this Agreement. As the representative of the employees, the Union may process grievances through the grievance procedure, including arbitration, in accordance with this Agreement or adjust or settle same.

3. Manner And Method Of Work

The manner and method of performing the work, and the employees who have performed the work prior to this Agreement shall be continued for the term of this Agreement.

ARTICLE III - MANAGEMENT

1. Company Rights

The Company retains the exclusive rights to manage the business and plants, to determine the ability to perform work and to direct the working forces. The Company, in the exercise of its rights, shall observe the provisions of this Agreement.

2. Management Of Business

The rights to manage the business and plants and to direct the working forces include but shall not be limited to, the right to hire, to maintain discipline, suspend or discharge for proper cause, or transfer, and the right to relieve employees from duty because of lack of work, or other legitimate reasons, to establish new departments, to discontinue old departments, to establish new jobs, and to determine the methods, processes and means of manufacture.

ARTICLE IV – RESPONSIBILITIES OF THE PARTIES

1. Rights and Responsibilities

Each of the parties hereto acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement.

2. Union Activity

There shall be no strikes, work stoppages, slowdowns, or interruptions of work and the Company shall not lock out any of its employees. There shall be no Union activity on Company time.

3. Discrimination

It is the continuing policy of the Company and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, sex, age, or national origin.

4. Grievances

All grievances shall be considered carefully and processed promptly in accordance with the applicable procedures of this Agreement.

5. Unauthorized Strike

In the event of an unauthorized strike, the Union will immediately endeavor to secure a return of the strikers to go to work to the end that the dispute may then be settled peaceably in accordance with the procedures set up herein.

6. Committee on Civil Rights

A joint committee on Civil Rights shall be established.

6.1. Union Representation

The Union representation on the committee shall be limited to one (1) member of the Union

6.2. Certification

The Union member shall be certified to the Company. Representative by the Union and the Company member shall be certified to the Union.

6.3. Meetings

The committee shall meet at mutually agreeable times.

6.4. Review

The joint committee shall review matters involving Civil Rights and advise with the Company and the Union involving Civil Rights and advise with the Company and the Union concerning them, but shall have no jurisdiction over the initiating or processing of grievances. This provision shall not affect any existing rights to initiate a grievance nor does it enlarge the time limits for initiating and processing grievances.

7. Plant or Departmental Closing

The Company will give the Union a ninety (90) calendar days' notice of any plant or Department closing.

8. New Employee Orientation

The parties shall jointly develop an Employee Orientation Program, which will include areas of interest to the Union, the Company, and the new employees.

ARTICLE V - UNION SHOP

1. Condition of Employment

As a condition of employment, all employees covered by this Agreement shall on or after thirty (30) calendar days subsequent to the date of the execution of this Agreement, or in the case of new employees on or after thirty (30) calendar days subsequent to the date of hiring, become members of the Union and maintain their memberships in the Union to the extent of paying the periodic dues and the initiation fees uniformly required of all Union members, for the duration of this Agreement.

2. Membership In Good Standing

For the purpose of this Article, an employee shall not be deemed to have lost his/her membership in the Union in good standing until the International Treasurer of the Union shall be determined that the membership of such employee in the Union is not in good standing and shall have given the Company a notice in writing in that fact.

ARTICLE VI – CHECK OFF

1. Union Dues

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

1.1. Remittance

The Company will promptly remit these Union dues, initiation fees and assessments to the International Treasurer of the Union, 60 Blvd. of the Allies, Pittsburgh, Pennsylvania 15222.

1.2. Authorization For Check Off

At the time of his employment, the Company will suggest that each new employee voluntarily execute an authorization for the check off of Union dues in the form agreed upon.

1.2.1. A copy of such authorization card for the check off of Union dues shall be forwarded to the Financial Secretary of the Local Union.

1.3. Deduction of Union Dues

Deduction on the basis of authorization cards submitted to the Company shall commence with respect to dues for the month in which the Company receives such authorization cards or in which such card becomes effective, whichever is later.

1.3.1. Dues for a given month shall be deducted from each pay period closed and calculated in the succeeding month based on the formula supplied by the International Secretary-Treasurer of the Union.

2. USW/PAC

The United Steelworkers Political Action Committee, which is connected with the United Steelworkers, a labor organization, and AFL-CIO (Committee on Political Education (COPE), solicits and accepts only individual voluntary contributions, which are deposited in an account or accounts separate and segregated from the dues funds of the Union or of the AFL-CIO.

Those separate and segregated funds are used for political purposes including, but not limited to, making contributions to or expenditures for candidates for federal, state and local offices and addressing political issues of public importance.

2.1. Voluntary Contributions

The Company agrees that it will check off and transmit to the Treasurer of the United Steelworkers Political Action Committee (USW/PAC), voluntary contributions to the USW Political Action Fund from the earnings of those

employees who voluntarily authorize such contributions on forms provided for that purpose by the USW/PAC acceptable to the Company.

2.1.1. The signing of such USW/PAC check off form and the making of such voluntary annual contributions are not conditions of membership in the Union or of employment with the Company.

2.2. Cost

The Union will be responsible for the cost of printing and distributing voluntary USW/PAC wage deduction authorization forms.

2.3. Method

It is specifically agreed that the USW/PAC check off plan will be implemented as follows:

2.3.1. Effective October 15, 1990 the Company shall deduct, on a monthly basis, voluntary contributions to the USW/PAC from the wages of those employees represented by the United Steelworkers who voluntarily authorize such deductions and contributions on forms provided for that purpose by the USW/PAC.

2.3.2. The amount and timing of such USW/PAC wage deductions and the transmittal of such voluntary contributions to the USW/PAC may be as specified in such forms and in conformance with any applicable state or federal statute.

2.3.3. The Company shall mail to the USW/PAC Administrative Office (60 Blvd. of the Allies, Pittsburgh, Pennsylvania 15222) within fifteen (15) calendar days following the ending date of any pay period in which any deduction is made pursuant to this agreement, a report which will list the names, social security numbers, addresses and amounts of deductions for USW/PAC contributions which have been withheld pursuant to this agreement during and immediately preceding the payroll period.

2.3.4. The Company shall remit to the Treasurer of the USW/PAC, voluntary contributions to the USW Political Action Fund (60 Blvd. of the Allies, Pittsburgh, Pennsylvania 15222) within fifteen (15) calendar days following the ending date of each monthly basis, following October 15, 1990, during which any deduction has been made for USW/PAC contributions, the total amount of such contributions which have been deducted.

3. SOAR

The Company will implement a dues and PAC deduction program for retirees who are members of the "Steelworker Organization of Active Retirees (S.O.A.R.) and

who have submitted authorization for such deductions from their pensions on a form acceptable to the Company.

3.1. Indemnification

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

ARTICLE VII – ADJUSTMENT OF GRIEVANCES

1. Purpose

The purpose of this Article is to provide an opportunity for discussion of any request or complaint and to establish a procedure for the processing and settling of grievances.

2. Definition

A grievance is defined as any grievance between the Local Management and the Union or employees as to the interpretation or application of or compliance with the provisions of this Agreement.

3. Timing

The Union shall not present and the Company shall not honor a grievance unless it is presented within fourteen (14) calendar days from the event causing the grievance or from the date the employee or employees affected first knew or should have known of such event, whichever is later.

4. Procedure

Grievances shall be settled in the following manner:

4.1. Step One

Employees who have a grievance shall first discuss it with their immediate supervisor who shall answer the grievance verbally within twenty-four (24) hours.

4.1.1. During their discussion with the supervisor, the employee may, if they choose, have their Union representative present.

4.2. Step Two

If such grievance is not satisfactorily settled in Step One, then the grievance shall be reduced to writing, signed by the grievant, and appealed to a meeting with the Plant Manager or his/her authorized representative.

4.2.1. The Plant Manager or his/her representative shall give his/her decision in writing on the grievance within thirty-six (36) hours after such meeting has been had.

4.3. Step Three

If such a grievance is not satisfactorily settled in Step Two, it may be appealed to Step Three by the International Union provided such appeal is presented in writing to the Company within fourteen (14) calendar days following the written answer in Step Two.

4.3.1. Discussion of the appealed grievance shall take place between the representative of the Company and the International Union at the earliest date of mutual convenience following receipt of the notice of appeal but no later than fourteen (14) calendar days thereafter.

4.3.2. The Company shall answer the appeal in writing within fourteen (14) calendar days after the Third Step meeting.

4.3.3. Minutes of Step Three meetings shall be prepared by the Company. A copy of such minutes shall be sent to the Chairman of the Union Grievance Committee who shall acknowledge receipt of the minutes by signing a receipt for them.

4.4. Step Four

If such grievance is not satisfactorily settled in Step Three, it may be appealed by the International Union or the Company to an impartial arbitrator provided that notice of such appeal is given in writing by the appellant to the appellee within fourteen (14) calendar days following the written answer in Step Three.

4.5. Arbitration

The parties shall jointly request the American Arbitration Association to:

4.5.1. Submit the names of seven (7) available area arbitrators from which the parties shall alternately strike one (1) name until but one (1) remains, and the remaining one (1) shall be the impartial arbitrator for the case.

4.5.2. The decision of the arbitrator shall be final and binding on both parties; provided, however, that the arbitrator shall have jurisdiction only to interpret, apply and determine compliance with this Agreement and any working condition.

4.5.3. The arbitrator shall not have jurisdiction to add to, detract from or alter in any way the provisions of this Agreement.

4.5.4. The expense and salary of the arbitrator shall be paid jointly by the Company and the Union.

5. Adjustment As The Result Of Settlement Or Arbitration

Any adjustment to employees as the result of the settlement or arbitration of a grievance shall not be retroactive beyond the violation date of the grievance as first presented to the Company.

ARTICLE VIII – DISCIPLINE AND DISCHARGE

1. Discipline and Discharge

An employee shall not be pre-emptorily discharged. In all cases in which the Company may conclude that an employee's conduct justified suspension or discharge, he/she shall be suspended initially for not more than five (5) working days.

1.1. Request for Hearing

If the employee affected believes that he/she has a justified complaint he/she may request and shall be granted during this period a hearing.

1.2. Management Conclusion

After such hearing, or if no such hearing is requested, Management may conclude whether the suspension shall be affirmed, modified, extended, revoked or converted into a discharge.

2. Right To File A Grievance

If such initial suspension is for not more than four (4) working days and the employee affected believes that he/she has a justified complaint, he/she may file a grievance and have it processed in accordance with Article VII - Adjustment of Grievances.

2.1. Employee Response

In the event the suspension is affirmed, modified, extended, or converted into a discharge, the employee may within five (5) calendar days after notice of such action, file a grievance in the third step of the grievance procedure.

2.2. Company Response

Final decisions shall be made by the Company in this step within five (5) calendar days of the filing thereof, provided the Company and the Union find it practicable and feasible to conduct the steps within such time, such grievance shall thereupon be handled in accordance with the procedures of Article VII - Adjustment of Grievance.

3. Revocation

In the event the action taken by the Company is revoked, the employee shall be reinstated and paid full compensation at the employee's regular rate including bonuses for the time lost in line with the hours actually worked in this job, unless otherwise mutually agreed between the parties.

4. Appeal

If the discharge or suspension of an employee is appealed to an arbitrator under the provisions of Article VII, the arbitrator, if he/she finds the discharge or suspension to be without cause, shall have authority to modify the degree of discipline imposed by the Company

ARTICLE IX – HOURS OF WORK

1. Hours of Work

This section defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or days of work per week.

1.1. Normal Hours of Work

The normal hours of work will be eight (8) hours per day and forty (40) hours per week. Each hour will be divided into tenths (1/10) of an hour. Upon Company implementation of a biometric timekeeping system, each hour shall be divided into hundredths (1/100) of an hour.

1.2. Normal Workday

The normal workday will be any regularly scheduled consecutive twenty-four (24) hour period (beginning with the time the employee begins work).

1.3. Normal Work Week

The normal work week shall be five (5) consecutive days, beginning on Monday and ending on Friday. However, the Company may create new bid jobs, which shall not apply to current bid jobs, in which the work week schedule may be five consecutive days outside of the normal work week.

2. Shifts

2.1. 1st Shift

All shifts beginning at or after 3:00 a.m. shall be considered 1st shifts.

2.2. 2nd Shift

All shifts beginning at or after 10:00 a.m. shall be considered 2nd shifts.

2.3. 3rd Shift

All shifts beginning at or after 8:00 p.m. shall be considered 3rd shifts.

2.4. Flexible Start and Finish Schedule

Upon Company implementation of a biometric timekeeping system, Employees seeking a flexible start and finish work schedule should make a request to the plant manager. The Company may grant an employee a flexible start and finish work schedule on a case-by-case basis at the Company's discretion and based

on factors such as the needs of the Company, the job duties, the employee's experience level, proficiency level and work history.

An employee seeking a flexible start and finish work schedule must make the request at a reasonable time in advance, but in no event later than 12:00 noon on the Thursday before the week of the requested flexible start and finish work schedule. The Company may change or revoke an employee's flexible start and finish work schedule at any time upon advance notice to the employee.

3. Decrease of Work

In the event a decrease of work, other than decreases which may occur from day to day, results in the reduction of an average of 32 hours per week for the employees in the seniority unit continuing for two pay periods and a further decrease of work appears imminent, which in the Company's judgment may continue for an extended period and will necessitate a decrease of force or a reduction in hours worked for such employees below an average of 32 hours per week:

3.1. Attempt To Agree

The Management of the plant and the grievance committee will confer in an attempt to agree as to whether a decrease of force shall be effected in accordance with this Section, or

3.1.1. Distribution Of Hours

The available hours of work shall be distributed as equally between such employees as is practicable with due regard for the particular skills and abilities required to perform the available work.

3.2. Disagreement

In the event of disagreement, Management shall not divide the work on a basis less than 32 hours per week.

4. Break Periods

4.1. Paid Lunch

Employees working on all shifts shall receive a twenty (20) minute paid lunch period at approximately five (5) hours after the start of the shift.

4.2. Paid Break

Employees working on all shifts shall receive one (1) paid break from work of twelve (12) minutes at the time set forth in the following schedule in respect to the shift the employee is working:

1 st shift	10:00 A.M. to 10:12 A.M.
2 nd shift	6:00 P.M. to 6:12 P.M.
3 rd shift	2:00 A.M. to 2:12 A.M.

4.3. Additional Paid Break

When employees are scheduled for ten (10) hours or working ten (10) hours for the need of production, the said employee shall be entitled to one (1) additional paid twelve (12) minute break to be taken at the commencement of the ninth (9th) hour.

5. Work Schedule

Schedules showing the employees' working days shall be posted or otherwise made known to the employees not later than 2:00 P.M. Thursday of the week preceding the calendar week in which the schedule becomes effective.

5.1. Seniority

Employees shall have the right to exercise their seniority on job preference until 7:00 A.M., Friday. It is understood that the schedule is subject to change by the Company.

5.2. Schedule Changes

In the event schedule changes are made after 2:00 P.M. Thursday by the Company, the Company will be responsible for notifying employees of the change.

5.3. Employee Responsibility

It is the responsibility of the employee to have a current telephone number on file with the Company to be used by the Company in fulfilling its obligation hereunder

ARTICLE X - SAFETY AND HEALTH

1. Safety and Health

The Company will continue to make reasonable provisions for the safety and health of the employees during the hours of their employment. The Company and the Union will cooperate in the objective of eliminating accidents and health hazards. The Company and the Union and the employees recognize their obligations and/or rights under existing federal and state laws with respect to safety and health matters.

1.1. HVAC

Proper heating, lighting and ventilating systems shall be installed where needed and maintained in good working condition.

1.2. First Aid

The Company shall provide first aid for all employees during their working hours.

1.3. Protective Equipment

The Company will continue to furnish hard hats, protective gloves and safety goggles, where necessary, aprons for use by all employees of the same or similar type currently supplied for use by Plant 2 employees

1.4. Work Shoes

The company will pay \$180 the first pay in January to employees for the Boot allowance.

1.5. Safety Glasses

The company will pay up to two hundred and forty dollars (\$240) for a rolling two year period from the date of purchase for Z87 prescription safety glasses.

1.6. Cost Containment

The goal of Company is to continue "cost containment" consistent with supplier(s) ability to provide employees with similar selection, quality and wear-ability as currently enjoyed by employees.

2. Safety and Health Committee

A joint committee composed of representatives of the Company and the Union shall meet once a month after working hours to discuss and decide upon means and methods of eliminating accidents and health hazards.

3. Compliance

The Company and the employees shall be required to comply with reasonable safety rules and regulations.

4. Injury

An employee who, as a result of an industrial accident, is unable to return to his assigned job for the balance of the shift on which he/she was injured will be paid for any wages lost on that shift.

5. Alcoholism and Drug Abuse

Without detracting from the existing rights and obligations of the parties recognized in the other provisions of this Agreement, the Company and the Union agree to cooperate at the plant level encouraging employees afflicted with alcoholism and drug abuse to undergo a coordinated program directed to the objective of their rehabilitation.

6. Hires & Transfers

Employees hired or transferred to a new job or department shall be given safety training for the job to which they are assigned.

7. Recommendations

The Safety and Health Committee may make recommendations on these and other Safety Education matters.

8. A Safety Coordinator/Leader

Duties will include handling emergency situations and reporting any production problems or shutdown.

8.1. The following are examples of emergency situations:

- 8.1.1. Fire
- 8.1.2. Accidents
- 8.1.3. Medical emergencies
- 8.1.4. Weather emergencies
- 8.1.5. Bomb threats
- 8.1.6. Threats to personnel
- 8.1.7. Probable cause incidents.

8.2. Training

The leader will receive training in each of these areas and be certified as a first responder.

8.3. Testing

The leader will be tested on their knowledge after training and must pass the test. The tests are to be provided and graded by an outside agency and the results shall be provided to both the Company and the Union. The test will include comprehensive skills and the ability to make positive decisions in emergency situations.

8.4. Safety Policy

The leader must have thorough knowledge of the Company's safety policy.

8.5. Employee Liability

The Company will assume all liability for actions of the Safety Coordinator/Leader in performing the safety coordinator/leader job.

8.6. Rate of Pay

8.6.1. The employee will earn either the Safety Coordinator rate or two dollars (\$2.00) over their existing rate, whichever is higher.

8.6.2. The shift may be either first, second or third and will be for a period of two (2) years at which time the positions will be re-bid.

8.6.3. The senior person will have choice of shift at the time of the initial assignment.

8.6.4. Once the bid is awarded the safety coordinator position cannot be bumped. The person in the position will have the opportunity to leave the position for personal reasons but giving up the bid will be effective until the position is re-bid.

8.6.5. The Safety Coordinator/Leader's main bid job can be bumped, however, the Safety Coordinator must remain on the assigned shift.

8.6.5.1. If the Safety Coordinator is bumped from his main job, he will go to the non-leader job he chooses on the shift according to his seniority. If he does not have seniority to hold the shift position, he will remain on the shift on the low non-leader position.

8.7. Attendance

As an additional requirement of this job is for the individual to have excellent attendance. The purpose of the position is to have a trained individual on site who can handle emergency situations and to be of comfort to all members of the shift. If the leader does not have an excellent attendance record the employees on the shift will not be able to rely on him/her and the leader will be of no comfort.

8.7.1. Excellent attendance will be defined for purposes of this position, as unexcused non-attendance must be less than 2% of regularly scheduled work time in the past six months. The Company will check the attendance record twice per year.

8.8. Shift Selection

8.8.1. When signing the position the employee must indicate the shift desired.

8.8.2. In the event an opening occurs in the position during the two year period of the posting, the next most senior employee having signed the posting and passing the test will be asked to accept the position until a successfully trained employee can be assigned to the position.

8.8.3. The senior Safety Coordinator will not be able to change shifts after the initial selection.

8.9. Absences

Absence must be four (4) hours or greater for the position to be filled. During absences of the Safety Coordinator/Leader for vacations or other approved leaves the position will be filled by:

8.9.1. the most senior employee on the shift having signed the posting and passed the test

- 8.9.2. if no qualified employee is available that signed the temp bid, no Safety Coordinator wages are paid.

ARTICLE XI - BULLETIN BOARD

1. Bulletin Board

The Company will install a bulletin board which may be used by the Union for the posting of notices covering the following:

- 1.1. Formal notices of meetings
- 1.2. Notices of Union elections
- 1.3. Names of representatives and officers of the Union
- 1.4. General matters concerning the business, welfare and interest of the Union provided that any such notices of posting shall not be derogatory to the Company or for political purposes.
- 1.5. Any other matters desired to be posted must be mutually agreed upon.

ARTICLE XII - MILITARY SERVICE

1. Military Service

Any employee who enters the Armed Forces of the United States shall receive upon application for re-employment all the rights and privileges to which he may be entitled under the existing federal statutes.

1.1. Reinstatement

Any employee so applying for reinstatement shall be granted upon request a leave of absence without pay not to exceed thirty (30) calendar days before he shall be required to return to work.

1.2. Re-employment Rights

Each employee other than a temporary employee, who leaves or who has left Company employment to enter the service of the Armed Forces of the United States and who returns to Company employment with statutory re-employment rights shall be re-employed on a basis no less favorable than that provided by applicable statute at the time of his employment. The continuous service record of such re-employed employee shall not have been broken by his absence in such service.

1.3. Training

Reasonable programs of training shall be employed in the event employees do not qualify to perform the work on the job which they might have attained except for absence in the service of the Armed Forces of the United States.

1.4. Special Leave of Absence

Any employee so applying for re-employment within sixty (60) calendar days after discharge shall be granted upon request a leave of absence without pay not to exceed sixty (60) calendar days before he/she shall be required to return to work.

ARTICLE XIII - LEAVE OF ABSENCE

1. Leaves of Absence

The Company has provided a form of application for leaves of absence and such form shall be used by any employee desiring a leave of absence

1.1. Number of Days

A leave of absence not exceeding thirty (30) calendar days may be granted by the Plant Manager or his/her authorized representative.

1.2. Extension

A leave may be extended for proper cause shown.

1.3. Employment With Another Company

Leaves of absence will not be granted for purposes of employment with another company.

ARTICLE XIV – WAGES

1. Minimum Hourly Rates

The standard hourly wage rates for the respective job classifications covered by the Agreement are as set forth. All wage rates occur on November 1 of each year.

1.1. The following rates shall be minimum for all Jobs and are effective as follows:

	<u>11/01/24</u>	<u>11/01/25</u>	<u>11/01/26</u>
Start Rate	\$16.10	\$16.91	\$17.75
1 Year Rate	22.14	23.25	24.41
2 Year Rate	24.93	26.17	27.48
Leader Rate	27.89	29.28	30.74
Skill Rate	32.58	34.21	35.92
Safety Coordinator/Leader	31.69	33.37	34.94
Training Leader	30.68	32.22	33.83
Maintenance Leader Rate	37.04	38.90	40.84

Pattern shop Skilled rate same as skilled rate.

2. Temporary Job Transfer or Job Assignment

2.1. For The Convenience Of The Company

If any employee is temporarily transferred or assigned to another job for the convenience of the Company, he/she shall be paid either his regular rate of pay or the rate of the job to which he/she is transferred or assigned, whichever is the higher.

2.2. At Employee Request

Any employee transferred at his/her own request, or for reasons other than the convenience of the Company, shall be paid the rate of the job to which he/she is transferred

2.3. Due To Lack Of Work

If the employee is transferred due to lack of work the employee will retain the regular rate of pay or the rate of the job to which they are transferred or assigned, whichever is higher, for a period of fourteen (14) calendar days.

2.4. Assigned To Train An Employee

Any employee assigned to train an employee, for a period of one (1) day or more shall be paid training leader rate or the training employee's current rate, whichever is higher, for all hours of training, but only if the employee assigned to train would otherwise qualify as a training leader.

3. Shift Differential

3.1. 2nd and 3rd Shift

Employee assigned to the 2nd and 3rd shifts shall receive an hourly shift differential in addition to their straight- time hourly rate as follows:

<u>Shift</u>	<u>Per Hour</u>
2 nd	\$0.30
3 rd	\$0.40

3.2. Leaders

All leaders shall receive \$0.45 on 2nd and 3rd shift in lieu of shift differential.

ARTICLE XV - OVERTIME AND PREMIUM PAY

1. Overtime Pay - Time and One Half

Hours worked in excess of eight (8) in any one day or forty (40) hours in any one (1) work week shall be paid at one and one-half (1-1/2) times the employee's regular straight-time rate.

1.1. Lost Time

Notwithstanding the foregoing, if the employee desires to make up for time lost due to the employee's absence and the Company has need for the employee's additional production the Company and the employee may agree to permit the employee to work make up hours which hours shall be hours worked at the employee's straight time rate.

2. Overtime Pay - Double Time

Hours worked in excess of fifty (50) hours in any one (1) work week shall be paid at two (2) times the employee's regular straight time rate.

3. Overtime Holiday and Vacation Hours

For purposes of computing weekly overtime, paid holiday hours and paid vacation hours shall be counted as hours worked during the week in which they occur.

4. Overtime Scheduling

Should it become necessary to work overtime on any job:

4.1. Job Assignment

The employee or employees regularly assigned to such job shall be assigned to such overtime work but with the understanding that reasonable effort shall be made to schedule work so that the same employee or employees shall not receive an unfair proportion of such overtime work.

4.1.1. Utility Leader

The Utility Leaders can utilize their seniority rights for overtime in their regularly assigned areas. More specifically:

- Mold Utility Leader has the right to casting and mold related work
- Mix Utility Leader has the right to casting and mix related work
- Warehouse Utility Leader has the right to casting and warehouse work
- Casting Utility Leader has the right to casting work
- Plant 1 Utility Leader has the right to Plant 1 work
- Training Leader has the right to casting and training related work

4.2. Notice of Overtime

The Company will use its best efforts to provide reasonable advance notice of any scheduled overtime.

ARTICLE XVI - REPORTING ALLOWANCE

1. Minimum Reporting Amount

1.1. Minimum Hours

An employee who is scheduled or notified to report and who does report for work shall be provided with and assigned to a minimum of four (4) hours work on the job for which he/she was scheduled or notified to report.

1.1.1. In the event such work is not available, shall be assigned or reassigned to another job which he is able to perform.

1.2. Rate of Pay

In the event of such reassignment, he/she shall receive the rate of pay of the job to which he/she is assigned or his/her regular rate of pay, whichever is higher.

1.3. Availability

In the event, when he/she reports for work, no work is available, he/she shall be released from duty and credited with a reporting allowance of four (4) times the standard hourly wage of his/her job.

1.4. Not Applicable

The foregoing reporting allowance shall not apply:

1.4.1. Vacuum Cast Department

Where the employee reports to work for the purpose of changing the dryer in the vacuum cast department, and other instances of similar nature, in which situations the employee will receive two (2) hours or the actual hours worked, whichever is greater, times the standard hourly wage of his/her job.

1.4.2. Maintenance Employee

Where a maintenance employee is called in to work at times not connected to a regularly scheduled shift in which the employee will receive three (3) hours or the actual hours worked whichever is greater, times the standard hourly wage of his/her job.

1.5. Mold Filling

For the purpose of filling molds in the Refractory Department, the following formula shall apply:

1.5.1. Sunday and holiday pour: 1-1/2x hours worked + 1/2 hour.

2. No Minimum Reporting Amount

The provisions of Section 1 above shall not apply in the event that:

- 2.1. Failure of utilities beyond the control of Management.
- 2.2. Work stoppages in connection with labor disputes.
- 2.3. Act of God which interfere with work being provided.
- 2.4. Strikes
- 2.5. An employee is not put to work or is laid off after having been put to work, either at his/her own request or due to his own fault.
- 2.6. An employee refuses to accept an assignment or reassignment within the first four (4) hours as provided in Section 1 above.

ARTICLE XVII - BEREAVEMENT PAY

1. Time Off

An employee, upon request, will be excused and paid for up to five (5) consecutive work shifts which fall within a seven (7) calendar day period which begins with the date of death of the following family members: Son, Daughter, Spouse.

An Employee, upon request, will be excused and paid for up to three (3) consecutive work shifts which fall within a seven (7) calendar day period which begins with the date of death of the following family members: Mother, Father, Brother, Sister, Mother-in-law, Father-in-law, Grandparents, and Grandchildren; and the following step relatives whom it is established have lived with the employee in an immediate family relationship: Step-Brother, Step-Sister, Step-Father, Step-Mother, Step-Children.

2. If An Employee Is On Vacation

In the event a bereavement occurs within an employee's vacation, the employee will be excused and paid for the three (3) consecutive work shifts immediately following the employee's vacation.

3. Amount

Payment shall be eight (8) times the employee's average straight-time hourly earnings.

3.1. Duplication

An employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason. Time thus paid will not be counted as hours worked for purposes of determining overtime or premium pay liability.

ARTICLE XVIII - JURY DUTY AND WITNESS PAY

1. Excused From Work

An employee who is called for jury service or subpoenaed as a witness shall be excused from work for the day or portion of the day on which he/she serves.

2. Amount

The employee shall receive for each such full or partial day of service on which he/she otherwise would have worked the difference between eight (8) times his hourly rate plus the annually adjusted fixed rate plant bonus for such day and the payment he/she receives for such service.

2.1. Partial Day

Partial day shall mean a day where the employee reports for service and thereafter is unable to return to work for at least four (4) hours

2.2. Plant Bonus

Plant bonus will include all jury duty hours

3. Proof of Service

Service, as used herein, includes required reporting for jury or witness duty when summoned, whether or not the employee is used

3.1. Proof

The employee must present proof that he/she had served or reported as a juror or was subpoenaed and reported as a witness.

4. Exclusion

An employee will not be entitled to witness pay if he/she is subpoenaed to testify or does testify against the Company.

ARTICLE XIX – HOLIDAYS

1. Holidays

Whenever used in this Agreement, the term "holiday" means one of the following days:

- 1.1. New Year's Day
- 1.2. Memorial Day
- 1.3. Independence Day
- 1.4. Labor Day
- 1.5. Thanksgiving, Day After Thanksgiving
- 1.6. Christmas Eve, Christmas Day
- 1.7. Floating Holiday

(1) Floating Holiday to be scheduled and paid out as vacation (less the \$3.20 vacation bonus) for all employees with 10 or more years of service.

(2) Saturday And Sunday

If any calendar holiday falls on Saturday such holiday shall be observed on the preceding Friday and if the calendar holiday falls on Sunday such holiday shall be observed on the following Monday

2. Requirement

An employee will be entitled to holiday pay if the employee is scheduled to and does work one shift during the seven (7) calendar days prior to the holiday and one shift during the seven (7) calendar days after the holiday.

3. Holiday Pay

An employee who does not work on a calendar holiday shall be paid eight (8) times the standard rate of the job to which he is regularly assigned exclusive of shift and overtime premiums.

3.1. Working On The Holiday

An employee who works on one of the calendar holidays listed in Section 1 above shall be paid his/her regular hourly rate for all hours worked in addition to the holiday pay as set forth in Section 3 above.

ARTICLE XX - VACATIONS AND PERSONAL TIME OFF (PTO) DAYS

1. Vacation Eligibility

To be eligible for a vacation in any calendar year during the term of this Agreement:

1.1. Absence

The employee must not have been absent from work for more than six (6) consecutive months during the preceding calendar year, except in the case of an employee who was hired during the preceding calendar year, such employee shall not have been absent from work for more than six (6) consecutive calendar months during the twelve (12) months following his/her date of employment.

1.1.1. An employee with more than one (1) year of continuous service who in any year shall be ineligible for a vacation by virtue of the provisions of this paragraph as a result of absence on account of layoff or illness shall receive one (1) week's vacation with pay in such calendar year if he/she shall not have been absent from work for more than six (6) consecutive calendar months in the twelve (12) consecutive calendar months next preceding such vacation.

2. Vacation Forfeiture

An employee, even though eligible under Section 1 above, forfeits the right to receive vacation benefits as provided in this Agreement if he/she quits, retires or is discharged prior to January 1 of the vacation year.

3. Vacation and Paid Time off (PTO) Days Earned

An employee who has attained the years of continuous service indicated in the following table shall receive a vacation corresponding to such years of continuous service and vacation time as set forth below:

<u>Service (Years)</u>	<u>Vacation Days</u>	<u>PTO Days</u>
Less than 1 year of continuous service		3 days
1 year of continuous service but less than 2	2 days	6 days
2 years of continuous service but less than 5	7 days	6 days
5 years of continuous service but less than 10	12 days	6 days
10 years of continuous service but less than 12	14.5 days	6 days
12 years of continuous service but less than 20	17 days	6 days
20 years of continuous service but less than 25	19 days	6 days
25 years of continuous service but less than 30	21 days	6 days
30 years of continuous service and over	24 days	6 days

4. Vacation Anniversary Dates

In the calendar year when an employee attains an Anniversary Date which would entitle that employee to an additional week of vacation with the above table, the employee shall be entitled to schedule such additional week of vacation as of January One (1) of the same year as the anniversary.

5. Vacation Termination

In the event the employee has scheduled and taken such additional week of vacation prior to the employee's Anniversary Date and the employee ceases to be

an employee prior to his/her Anniversary Date, the Company shall have the right to deduct any used but non-earned vacation pay from such employee's final pay.

6. Vacation Scheduling

Vacations will, insofar as practicable, be granted at times when desired by employees (long-service employees being given preference as to choice), but the final right to allot vacation periods is exclusively reserved to the Company in order to insure the orderly operations of the Plant

6.1. Vacation Requests

Employees eligible for such vacations must request vacation periods two weeks in advance of the desired vacation period provided

6.1.1. However, employees may take their vacation in one day units provided they make their request for such vacation scheduling to their department supervisor not later than 1:00 p.m. the Thursday of the week preceding the calendar week in which the vacation day(s) is to be taken.

6.2. Mandatory Schedule Option

If employee schedules a full week vacation, Monday through Friday, the employee may choose not to work a mandatory Saturday workday following the vacation week.

7. Vacation Pay

Each vacation week shall consist of forty (40) hours' pay at the employee's current rate plus annually adjusted fixed rate plant bonus for such vacation period taken by the employee. Plant bonus will include all vacation hours

8. Vacation Holidays

When any of the holidays listed in Article XIX fall within an employee's approved vacation period, such employee shall be entitled to one (1) additional day of vacation with pay for each such holiday, which day shall be taken on the Friday preceding or Monday following such vacation

9. Vacation Accumulation

Vacations are not cumulative and must be taken during the current vacation year unless by mutual consent the employee and the Company agree to pay the employee for his/her vacation in lieu of time off

10. Planned Shutdown

Any periodic planned shutdown by the Company, the Local Union must be notified no later than sixty (60) calendar days prior to the shutdown

11. Paid Time Off (PTO) Absence

The use of Paid Time Off days shall not be counted as days of absence for any purpose by the Company

12. PTO Availability

The Paid Time Off days shall be taken at such time as the employee shall select, provided the employee gives at least a one (1) hour notice in advance of the employees scheduled starting time and such PTO day is used or scheduled before December 20th of each year.

12.1. Limitations

The Company may, due to operating requirements, limit the number of employees utilizing a PTO day on any one specific date, in which case permission to utilize the PTO day holiday for such specific day shall be granted in accordance with Company seniority.

12.2. Year End

An employee who fails to use or schedule to use the employee's Paid Time Off days before December 20th of any year shall not be entitled to time off for such day(s) but shall be paid for such day(s) in accordance with paragraph two (2) of this Article.

13. PTO Pay

An employee who does not work on a Paid Time Off day(s) shall be paid eight (8) times the standard rate of the job to which the employee is regularly assigned plus eight (8) times the annually adjusted fixed rate plant bonus but exclusive of shift and overtime premiums.

14. FMLA Leave

The Company will not require an employee to use PTO days while on FMLA leave.

ARTICLE XXI - INSURANCE AND RETIREMENT INCOME PLAN

1. Insurance Benefits

The Insurance Benefits negotiated by the parties are set forth in Exhibit I. The Company can change contract language subject to receipt of letter from insurer that the same benefits will be provided to employees. Changes to be made to conform to Federal and State law and/or regulations

2. Retirement Income plan

The Retirement Income Plan will be modified as required by all federal laws effective through June 30, 2011, however, there will be no further Company contributions made to the Retirement Income Plan for any hours worked and paid in November 2002 or thereafter. The Retirement Income Plan was terminated on June 30, 2011

3. Steelworkers Pension Trust

Effective 12/01/24 the Company will contribute \$2.45 per hour worked for each covered employee. Effective 12/01/25 the Company will contribute \$2.55 per hour

for each covered employee. Effective 12/01/26 the Company will contribute \$2.62 per hour worked for each covered employee.

3.1. Timing

Contributions in the foregoing amounts to the Steelworkers Pension Trust will be made monthly through November 2027. Contributions for each month will be made for hours worked and paid in the previous month and shall be paid to the Steelworkers Pension Trust in the month following the month in which payments for hours worked is made for the duration of this Agreement.

4. Employee Stock Ownership Plan (ESOP)

Each employee shall effective, June 26, 2006, be entitled to become a Collectively Bargained Participant in the Fireline, Inc. Employee Stock Ownership Plan adopted as of January 1, 2005 and the terms of eligibility and participation shall be subject to the provision of such ESOP Plan.

4.1. Contributions

The Company will contribute to the ESOP eighty five cents (\$0.85) for each hour worked, as defined in the Plant Bonus Plan, for each eligible employee's account in the ESOP Plan starting with the first payroll in November 2024.

ARTICLE XXII - INCENTIVE BONUS PLANS

1. Incentive Bonus Plans

Previously negotiated by the parties will be modified in accordance with the Statement of Policy and Contract Interpretation attached hereto and made a part of this agreement and will be essentially as proposed by the Company with final modification as suggested during negotiations

1.1. Production Bonus Sheets

Shall be posted in the departments for the employees within two (2) working days after the period for which the bonus is calculated.

1.2. Production Rate Book

The Company shall provide a book incorporating the production rates in effect as of November 1, 2002 for use by the Chairperson of the Union grievance committee.

1.2.1. Safekeeping

The book so provided shall remain the property of the Company and shall be retained by the Chairperson in a secure location within the plant and subject to the provisions of a Confidential Disclosure Agreement in the form as attached to this Agreement as Exhibit IV.

ARTICLE XXIII - SENIORITY

1. Seniority

Seniority is the length of an employee's continuous service with the Company and shall be applied by plant seniority.

1.1. Refractories and Molds Department	.001
1.2. Vacuum Cast Department	.002
1.3. Shipping & Receiving Department	.003
1.4. Maintenance Department	111

2. Recognition of Promotional Opportunity and Job Security

The parties recognize-that promotional opportunity and job security in the event of promotions, decreases of forces, and recalls after layoffs should increase in proportion to the length of continuous service, and in the administration of this Article, the intent will be wherever practicable, that full consideration shall be given to continuous service in such cases.

3. Management Responsibility

In recognition, however, of the responsibility of Management for the efficient operation of the Plant, it is understood and agreed that in all cases of:

3.1. Determining Factors

Promotions, including leader positions, decreases in forces, recalls after layoffs or openings for new positions or job vacancies: The following factors as listed below shall be considered; however, only where both factors 2.1.1 and 2.1.2 are relatively equal shall continuous service be the determining factor except where a Utility Leader is available:

- 3.1.1. Continuous Service
- 3.1.2. Ability to perform the work
- 3.1.3. Physical Fitness.

3.2. Testing

For the R and D Leader, Plant 1 Finishing, Mold Making, Plant 1 and 2 Mix Making, Utility Leader, all Maintenance, Safety Coordinator and Tool Maker positions, testing will be used to determine ability to perform.

3.2.1. All testing will be in accordance with tests jointly developed, approved, administered and graded by the Company and Union officers except for the Safety Coordinator position.

3.2.2. The tests and testing for the Safety Coordinator position will be prepared and administered by an outside source. Employees in any of the positions subject to testing as of 11-01-05 will not be subject to testing for their positions held on 11-01-05.

3.2.3. All other positions will be awarded solely on the basis of seniority.

3.3. Temporary Assignment

In the event of a layoff for less than two (2) full days, the above factors may not apply and the Company may temporarily assign employees according to the needs of production

3.4. Displaced Leaders

A displaced leader who elects to replace another leader may receive up to two (2) weeks of training for filling the leader job position the displaced leader has chosen to replace, if necessary. In the event the displaced leader who has elected to displace another leader has no prior experience with the Company in the position to which the displaced leader is being transferred, such displaced leader will have up to thirty (30) calendar days from the beginning of the transfer to decline to stay in such position. Thereafter, such displaced leader will not have the option to decline another leader position to which he or she transfers, and will not have the option to choose a temporary bid position for any such declined position for a period of six (6) months from such declination.

3.4.1. Employee Rights

Employees displaced under the provisions of Section 2.1-2.3 above shall have rights to jobs elsewhere in the Plants in accordance with their ability to perform the work, physical fitness, and continuous service, and shall by their continuous service be recalled to their permanent positions.

3.4.2. Continuous Service

When the ability to perform the work and physical fitness of two (2) or more employees are equal, the employees with the most continuous service shall receive preference, except that non-leaders cannot displace leaders.

3.4.3. Training

Displaced leaders may receive up to two (2) weeks of training for filling leader job positions, if necessary. Displaced leaders filling non-leader positions and displaced non-leaders will be trained adequately for the new positions.

3.5. Non-permanent Job Vacancy

When non-permanent job vacancies arise for all Production and Maintenance positions, including Leaders, of less than two (2) days shall be filled by the Utility Leader whenever possible. When this is not possible such jobs shall be filled in the same manner as provided in Section 2.1-2.3 above.

3.5.1. Temporary Job Vacancies

Temporary job vacancies for all such positions which continue for more than two days or where known in advance that they will last for more than two (2) days and occur for any reason shall be treated as non-permanent job vacancies and shall be filled by assignment of the most senior qualified employee who signed the temporary bid posting, except that temporary job bids cannot be used to override permanent job bids. The temporary bid posting will be posted by Tuesday noon for the following schedule. Temporary bids reset every Jan 1 and July 1. In January of each year the company will supply the union with a list of temporary job bids.

3.5.1.1. *When a temporary bid ends the Employee affected shall only be eligible for temporary bids, which were posted at the same time or following acceptance of original temporary bid.*

3.5.1.2. *When production demands create the need for a temporary bid, such bid/job must be reviewed every ninety (90) days by the Parties as to practicability of making such bid/job a permanent bid/job. In January of each year the company will supply the union with a list of all temporary bid jobs.*

3.6 Plant 1 Weekend Clean Up duties may be performed by outside contractors at the option of the Company.

4. New Employees and Employees Hired After A Break in Continuous Service

New employees and those hired after a break in continuous service will be regarded as probationary employees for a six (6) month period and:

- 4.1. Will receive no continuous service during such period
- 4.2. Will not have bumping rights nor can be bumped for a period of 18 weeks
- 4.3. Will not have any preference or bumping rights with respect to shifts
- 4.4. Will be subject to the assignment of jobs and shifts as deemed necessary by the Company

4.5. Probationary Employees

4.5.1. Hours Worked

Probationary employee hours worked will not be included in the bonus calculations excluding Plant 1 mix maker's star bonus calculation.

4.5.2. Bonus Payments

Will not be entitled to receive bonus payments under the Company bonus programs unless they achieve "stars" when working without a leader and have achieved a rate of 100% or greater in which event they will receive only "star" bonus and their rejects will not be included in bonus calculations.

4.5.3. Probationary Period

This six (6) month period may be extended by management for the number of days lost in the event a probationary employee fails for any reason, including layoff, to work for six (6) consecutive months during the probationary period.

4.5.4. Layoff or Discharge

Probationary employees may be laid off or discharged as exclusively determined by the Company.

4.5.5. Service Credit

Probationary employees continued in the service of the Company subsequent to the probationary period shall receive full continuous service credit from the date of original hiring.

4.5.6. Rehired After Lay Off

Employees rehired after lay off because of a lack of work and rehired within one (1) year shall receive credit for the employee's hours from such employee's first date of hire.

4.5.7. Benefits

Employee benefits will not be available to probationary employees until the first of the month following completion of three (3) months of work.

4.5.7.1. Pension Contributions

Pension contributions will commence with the first payroll period of the month following the completion of three (3) months of work.

5. Openings For New Positions

Openings for new positions or job vacancies shall be posted for seven (7) calendar days before being permanently filled. Job bids will have a date and time when posted, and a date and time when bidding ends. The bids will be revised to show signature, date, time and witness.

5.1. Job Bids

Job bids will be awarded on the first work day after the bidding process. All employees will start receiving the new rate of pay if higher than current rate, on the day they start the new position or one week after the bid is awarded, whichever comes first. If mutually agreed by the company and CBU that implementation must be postponed, the employee will receive the rate of pay for his/her current job or bided job, whichever is higher. Employee must accept or decline bid within 30 calendar days from the bid award date.

5.2. Loss Of Bid

If an employee is on vacation or off due to illness of more than seven (7) calendar days, the employee will not lose his or her bid.

5.2.1. Upon return to work, such employee has seventy-two (72) hours to accept or decline any bids posted while such employee was off work on an excused absence for more than seven (7) calendar days.

5.3. Posting Permanent Vacancies

The Company when posting permanent vacancies will put the primary functions of said jobs on the postings

6. **Broken Seniority and Rights As An Employee**

An Employee's Seniority Shall Be Broken and Shall Lose All Rights As An Employee If:

6.1. Employee quits

6.2. Employee is discharged for just cause

6.3. Employee does not report for work after layoff within five (5) working days after having been notified to report for work. Such notification shall be by Registered Mail directed to the employee's last address as it appears on the Company records

6.4. Employee is absent for three (3) consecutive working days without notifying the Company unless verified medical excuse is shown

6.5. Employee shall be absent because of layoff or physical disability for a period of time greater than the total time as determined under this provision, such employee shall continue to accumulate continuous service during such absence up to a maximum of two (2) years, and he/she shall retain his/her accumulated service for an additional period equal to (a) three (3) years, or

6.6. The excess, if any, of his/her length of continuous service at commencement of such absence over two (2) years, whichever is less, provided, however, that in order to avoid a break in service after an absence of two (2) years, the employee must give the Company annual written notice that he/she intends to return to employment when called, if the Company at least thirty (30) days prior thereto has mailed him/her a notice at the most recent address furnished by him/her to the Company that he/she must file such notice.

7. **Seniority List**

The Company shall post a seniority list on the bulletin board two times each year. Such lists shall be posted on or before January 1 and July 1 of each year.

7.1. Seniority List

Such list shall show the hiring date and amount of continuous service for such employee. Such information shall be considered as final unless an employee questions the same within thirty (30) calendar days from the date of the posting of the list.

7.1.1. In the event an employee questions the information contained on the list, it may be made the subject of the grievance.

8. Excluded Employees

Any employee who has acquired Bargaining Unit Seniority and who has been or who hereafter is transferred out of the Bargaining Unit to a supervisory position excluded from the Bargaining Unit may:

8.1. Returned To The Bargaining Unit

If returned to the Bargaining Unit in less than three (3) accumulative months following his/her transfer from the Unit, return to the position he/she last held at the time of his/her transfer from the Unit with full-accumulated seniority

8.1.1. If such an employee does not possess sufficient seniority to return to the position he/she last held in accordance with Section 8.1 above, he/she shall be considered as just having regressed from such position and shall exercise his/her seniority.

8.2. Transfers

Any employee who is transferred to an excluded supervisory position in accordance with Section 8.1 above and who remains on such position or any other excluded supervisory position for a period of three (3) accumulated months or longer:

8.2.1. Retains only the Bargaining Unit seniority held at the time of his/her transfer but

8.2.2. Shall not accumulate seniority while on a supervisory position.

8.2.3. The employee will return to the position he/she held at the time of his/her transfer from the Unit.

9. Seniority Status of Grievance Committee and Local Union Officers

The intent of this provision is to retain in active employment provided the employee is able to perform the work for contract but consistent with the efficient operation of the plant in the interest of employees:

9.1. Senior Status Employees

Employees who hold any of the following offices in the local union or unions in which the employees in the Plants are members:

9.1.1. President

9.1.2. Unit Chair, who shall be recognized as the Chairman of the Plant Grievance Committee

9.1.3. Vice President (hereinafter referred to as Local Union Officers) so long as a work force in the Plant areas represented by the Union of which they are officers is at work; and

9.1.4. One (1) member of plant Grievance Committee Unit Griever, (hereinafter referred to as "Grievance Plant Committee Person") and

9.1.5. Unit Recording Secretary so long as a work force is at work in the Plant areas which he/she represents in the Grievance Committee, provided that such work is available that said employee can perform.

ARTICLE XXIV - CONTRACTING OUT OF BARGAINING UNIT WORK

1. Allowable Contract Work

The Company shall not contract out any production or maintenance work that has normally been performed by Bargaining Unit Employees that might cause said unit to suffer a loss of work, except that the Company may contract out the work of:

- 1.1 Janitorial Services (including clean-up and trash removal from the plant)
- 1.2 Parts, material and supply pick-up and delivery to the plants
- 1.3 Washing and painting of factory or office walls, formerly performed by production and maintenance employees

2. Prohibited Contract Work

Production, service and day-to-day maintenances and repair work within the plant that has been performed in the past by employees in the Bargaining Unit shall not be contracted out.

3. Right To Contract Out

For any work that needs to be contracted out that the Bargaining Unit does not have the skills to perform the work or the Company does not have the equipment to perform the work the Company shall have the right to contract out.

3.1 Necessity

If the Company deems it necessary to contract out Bargaining Unit work, a discussion must be held with a Local Union Officer and maintenance personnel five (5) days or more prior to the Company scheduling the work to be outsourced, except in emergency situations

ARTICLE XXV - TERMINATION

1. Effective Date

Except as otherwise provided below, this Agreement shall become effective November 1, 2024, and shall continue in full force and effect until October 31, 2027.

2. Desire To Terminate

Should either party desire to terminate or modify this Agreement, written notice of such intent must be given to the other party hereto at least 60 calendar days prior thereto.

2.1 Duty Of The Parties

In the event of notice of termination or modification of Agreement, it shall be the duty of the parties to meet in joint conference not later than thirty (30) calendar days prior to the date on which the Agreement is to terminate

3. Method Of Notice

Any notice to be given under this Agreement shall be given by Certified Mail

3.1 If By The Company

If by the Company, be addressed to the United Steelworkers, Five Gateway Center, Pittsburgh, Pennsylvania 15222,

3.2 If By The Union

If by the Union, to Fireline, Inc., 300 Andrews Avenue, Youngstown, Ohio 44505. Either party may, by like written notice, change the address.

ARTICLE XXVI – SUCCESSORSHIP

The Company agrees that in the event it enters into an agreement to sell its assets, such agreement will contain provisions that requires the Buyer to recognize the United Steelworkers as the Bargaining Unit for the employees of the Company, within the existing Bargaining Unit, and that such agreement will also contain a requirement that the Buyer will honor any existing Basic Labor Agreement with the United Steelworkers.

ARTICLE XXVII - DRUG AND ALCOHOL SUBSTANCE ABUSE POLICY

Effective November 1, 1997 a Drug and Alcohol Substance Abuse Policy became effective. The terms of the policy shall be as per the attached policy (Exhibit III) with the name of Fireline, Inc. inserted where space provided in paragraphs A-1 and B-2.

7ARTICLE XXVIII – OUTDOOR SURVEILLANCE EQUIPMENT

The Company may install surveillance equipment outside its facility for the purposes of security. The Union shall be advised of the location of cameras. It is understood that said cameras will not have audio capabilities and shall not be utilized for the purposes of disciplinary action or presented as evidence by the Company in any step of the grievance procedure up to and including arbitration, except in the cases of sabotage, theft or gross safety misconduct which could lead to a compensable injury, workplace violence, damage of property or sexual harassment. The Union shall be given reasonable access to any footage upon the appropriate request from the USW International Staff Representative assigned to the bargaining unit (LU 5025-02).

Signature page to be inserted

EXHIBIT I

INSURANCE

1. Type of Insurance

The Company shall provide each employee with:

- 1.1 Life Insurance
- 1.2 Accidental Death and Dismemberment Insurance
- 1.3 Short Term Disability Insurance
- 1.4 Medical Insurance.

2. Premium Payment

The Company will pay the excess premiums over the required employee contributions on those contracts.

3. Benefits

The benefits will be substantially as listed herein or on the summary plan description provided to the employees.

4. Medical Insurance

However, it is understood that the benefits to which the employee or dependents may be entitled and the conditions necessary to recover such benefits are governed by Steelworkers Health and Welfare Fund (Medical PPO 80/60 Group number 106212 -14 Option 1, Drug Option D, Vision Annual). (See attached sheet for coverage summary).

4.1 Employee Contribution

Employees shall contribute toward the Medical/Prescription Drug Plan in the following amounts depending on the class of coverage selected by the employee as follows:

- 4.1.1 Effective 1/1/2025 through 12/31/2025: ten percent (10%) of premium amount, with a maximum increase over prior year's premium of \$25.00 per month for each employee.
- 4.1.2 Effective 1/1/2026 through 12/31/2027: eleven percent (11%) of premium amount, with a maximum increase over prior year's premium of \$25.00 per month for each employee.

4.1.3 Effective 1/1/2027 through 12/31/2027: twelve percent (12%) of premium amount, with a maximum increase over prior year's premium of \$25.00 per month for each employee.

4.2 Employee Contribution Deduction

The contribution will be automatically deducted proportionately from each pay on a pretax basis (Section 125 cafeteria plan deduction basis)

4.3 Expiring Contract

All health care benefits shall remain the same for the term of this contract.

4.4 Company Rights

As usual the Company retains the right to determine the provider for all such benefits subject to the provision that the level of benefits provided must remain the same.

5. Coverage

The following conditions apply to life insurance, accidental death and dismemberment insurance, accident and sickness insurance and major medical insurance:

5.1 Last Date of Hire

Employees will be covered after three (3) months worked following their last date of hire.

5.1.1 Employees returning to work within twelve (12) months from time they left or went on leave of absence will have their insurance reinstated on their return without the three (3) months waiting period.

5.2 Discharge, Leave of Absence

Employees will be covered for the balance of the month upon their discharge, going on leave of absence or quitting.

5.3 Layoff

Employees going on lay-off will be covered for the balance of the month plus two (2) months after their last day worked with respect to major medical insurance

5.4 Disabled Employees

Totally disabled employees will be covered for the balance of the month in which they are disabled plus four (4) months

6. Life Insurance

Effective 06/01/2025 such amount shall be Fifty-Five Thousand Dollars (\$55,000.00).

7. Accident and Sickness Insurance

Benefits will begin on the first day of disability due to injury and the eighth day due to sickness, not to exceed twenty-six (26) weeks

- 7.1 Effective 01/01/2025 such amount will be Six Hundred Fifty Dollars (\$650.00) per week.
- 7.2 Effective 01/01/2027 such amount will be increase to Seven Hundred (\$700) per week

8. Medical Insurance

Employees and listed eligible dependents will be covered by a medical insurance plan in accordance with a similar plan description from Steelworkers Health and Welfare Fund (Medical PPO 80/60 Group number 106212-14 Option 1, Drug Option D, Vision Annual.

9. Contracts of Insurance Policies

It is understood and agreed that the Company shall have the right to change insurance carriers/providers or contracts so long as the benefits are equal to those outlined under this agreement.

- 9.1 State and Federal Laws
It is also understood that any insurance contracts or coverages are subject to certain state and federal laws and regulations, which may change from time to time.

EXHIBIT II

BONUS PLAN

1. Bonus Plan Rejects

Management will consult the hourly employees for input concerning the assignment of causes for rejects. Rejects out of the control of an employee will not affect the bonus plan. However, final determination as to the cause of rejects will remain the decision of management.

- 1.1 For the Plant bonus, the new calculation formula shall be:
Bonus Dollars Lost For The Day = Total OB Reject Dollars for the Day x 0.07,
except A4 product shall be x 0.05.

2. Exclusion of less than 2-year employees:

Effective Nov. 1, 2024 employees are not entitled to receive bonus payments under the Company bonus plan for the production and maintenance employees until the employees have completed 2 years of work. However, if such employees achieve a star they shall be paid in accordance with such achievements.

3. Star Incentive Bonus Schedule:

- 3.1 Objective
To provide more of an incentive to workers to strive to surpass the 100% level
- 3.2 Star Incentive Pay
Star Incentive pay will be \$.025 per hour for each percentage over 100%.
- 3.3 Tapers
There will be no rookie rate for tapers.
- 3.4 Plant 1 records are eliminated.

4. All Other Bonus Programs

All other bonus programs presently in effect, except as changed in accordance with the above shall remain in effect during the term of the contract.

5. Vacation and PTO Payout Calculation

Annually adjusted flat rate vacation and PTO days bonus payout calculation:

- 5.1 Estimate prepared for following calendar year:
5.1.1 Estimate the total hours to be worked for following year
5.1.2 Estimate the total vacation hours
- 5.2 Total Hours Estimate x \$.25/Hr.
Total Vacation Hours Estimate = Flat rate vacation bonus per hour

5.2.1 To check total dollars paid in versus the total dollars paid out:

- 5.2.1.1 Determine actual hours worked
- 5.2.1.2 Determine actual vacation hours taken
- 5.2.1.3 Actual Hours x \$.25/hr. = \$Paid in
- 5.2.1.4 Actual Vacation Hours x Flat Rate
- 5.2.1.5 Vacation bonus per hour = \$Paid Out

5.2.2 The + difference of the two amounts will be adjusted in the following year.

6. Star Bonus Schedule

Effective 09 November 2008

<u>BASE EFF.%</u>	<u>STAR BONUS/HR</u>	<u>BASE EFF.%</u>	<u>STAR BONUS/HR</u>
100	\$1.000	151	\$2.503
101	\$1.025	152	\$2.530
102	\$1.050	153	\$2.558
103	\$1.075	154	\$2.585
104	\$1.100	155	\$2.613
105	\$1.125	156	\$2.640
106	\$1.150	157	\$2.668
107	\$1.175	158	\$2.695
108	\$1.200	159	\$2.723
109	\$1.225	160	\$2.750
110	\$1.250	161	\$2.778
111	\$1.275	162	\$2.805
112	\$1.300	163	\$2.833
113	\$1.325	164	\$2.860
114	\$1.350	165	\$2.888
115	\$1.375	166	\$2.915
116	\$1.400	167	\$2.943
117	\$1.425	168	\$2.970
118	\$1.450	169	\$2.998
119	\$1.475	170	\$3.025
120	\$1.500	171	\$3.053
121	\$1.525	172	\$3.080
122	\$1.550	173	\$3.108
123	\$1.575	174	\$3.135
124	\$1.600	175	\$3.163
125	\$1.625	176	\$3.190
126	\$1.650	177	\$3.218
127	\$1.675	178	\$3.245
128	\$1.700	179	\$3.273

129	\$1.725	180	\$3.300
130	\$1.750	181	\$3.328
131	\$1.775	182	\$3.355
132	\$1.800	183	\$3.383
133	\$1.825	184	\$3.410
134	\$1.850	185	\$3.438
135	\$2.063	186	\$3.465
136	\$2.090	187	\$3.493
137	\$2.118	188	\$3.520
138	\$2.145	189	\$3.548
139	\$2.173	190	\$3.575
140	\$2.200	191	\$3.603
141	\$2.228	192	\$3.630
142	\$2.255	193	\$3.658
143	\$2.283	194	\$3.685
144	\$2.310	195	\$3.713
145	\$2.338	196	\$3.740
146	\$2.365	197	\$3.768
147	\$2.393	198	\$3.795
148	\$2.420	199	\$3.823
149	\$2.448	200	\$3.850
150	\$2.475		

6.1 The above table applies to all plants

6.2 Trainer Rate

The trainer, if a non-Leader or Utility Leader, will be paid Leader rate and the plant average or, if chosen by the employee, Leader rate and the employee's personal average.

6.2.1 The trainer, if a Leader, will get their average bonus and this will be included in the plant bonus calculation.

6.3 ESOP Deduction

Defining Article XXI, Section 4.1. referring to Employee Stock Ownership Plan with the (\$0.85) per working hour going into the Plan it shall be understood that the contribution is calculated by:

6.3.1 Deducting (\$0.40) per hour from the Plant Bonus Plan and

6.3.2 The Company will contribute a total of \$0.85 per hour to the Employee Stock Ownership Plan.

7. Master Bonus Plan

Effective beginning with the first full payroll after January 1, 2018, any Employee who achieves the Star Levels in the tables below will receive the stated additional Star Incentive Pay Per Hour for each hour worked:

7.1 Plant 1

<u>7.1.1 Mixer/Dipper Level</u>	<u>Per Hour</u>
178-189.99%	\$0.250
190-201.99%	\$0.550
202-214.99%	\$0.825
215% and higher	\$1.100

<u>7.1.2 Packer Sander Level</u>	<u>Per Hour</u>
201-225.99%	\$0.250
226-240.99%	\$0.550
241-254.99%	\$0.825
255% and higher	\$1.100

7.2 Plant 2

<u>7.2.1 Casters Level</u>	<u>Per Hour</u>
145-149.99%	\$0.250
150-159.99%	\$0.550
160-169.99%	\$0.825
170-179.99%	\$1.100
180-189.99%	\$1.325
190% and higher	\$1.650

<u>7.2.2 Mold Maker Level</u>	<u>Per Hour</u>
200-212.99%	\$0.250
213-226.99%	\$0.550
227-239.99%	\$0.825
240% and higher	\$1.100

<u>7.2.3 Packer Level</u>	<u>Per Hour</u>
192-204.99%	\$0.250
205-218.99%	\$0.550
219-231.99%	\$0.825
232% and higher	\$1.100

<u>7.2.4 Mix Maker Level</u>	<u>Per Hour</u>
228-235.99%	\$0.250
236-251.99%	\$0.550
252-265.99%	\$0.825
266% and higher	\$1.100

7.3 Shipping, Receiving and Maintenance Departments

Each employee with a permanent bid position or a temporary bid position in the Shipping and Receiving Department or in the Maintenance Department shall receive the average of the Plant Bonus of Plant 1 and Plant 2 of the pay period for all hours worked.

EXHIBIT III

DRUG AND ALCOHOL SUBSTANCE ABUSE POLICY

1. Intent

The intent of this policy is to assist in maintaining a work environment for employees, free from alcohol and drug abuse, at all operations. Therefore, all employees are

- 1.1. Required to report for work free from the influence of alcohol or other drugs
- 1.2. Not permitted to use, possess, manufacture, sell or otherwise distribute alcohol or drugs on company premises.
- 1.3. While it is recognized that alcohol and drug dependency may contribute to impaired work performance and costs to the Company and employees in many ways, it is also recognized that such dependency is both an illness and treatable condition.
- 1.4. Therefore, this policy is further intended to encourage the identification of affected employees for appropriate treatment on a strictly confidential basis. Employees needing help shall be made aware of and encouraged to participate in an established Employee Assistance Program (EAP). Such program shall receive full commitment and sincere support from management at each operation. There shall be no retribution nor special privileges as a result of employee EAP participation

2. Program Purpose

It is recognized that the Company's greatest asset is its work force. Its present prosperity and future prospects depends on its people. It is obvious that continuous improvement can only be achieved through the effort of each and every employee. In a very practical sense, we are all partners in the business

- 2.1. It is also recognized that each employee has a personal potential and capacity to contribute, through his or her job performance, to the overall performance of the Company. However, as in any community, outside factors may adversely affect an individual's ability to make a full contribution.

- 2.2. Therefore, the purpose of this program is to establish an environment in which employees can freely seek assistance and support to minimize those outside factors that diminish their ability to contribute to the Company through acceptable job performance
- 2.3. It is further recognized that people who are alcoholic or drug dependent, struggling with marital difficulties, suffering from anxiety or depression, or having financial difficulties, cannot be efficient workers. Often the pattern of job performance deterioration may be evident, but little action is taken because there is concern that the affected employee will be terminated, not helped.
- 2.4. In belief that all employees are valued, sincere efforts shall be made to retain, not terminate, substance affected employees, whenever reasonably possible. It is also believed that this investment in employee assistance will significantly improve the job performance and well being of all employees.
- 2.5. Therefore, management of Fireline, Inc. will promote and support the formation of a Joint (management and union) Employee Assistance Committee at each plant location. These Committees are to become well versed in the multitude of professional and community services available to affected employees.
- 2.6. The Company will provide such Committees with training, except in regard to diagnosis to:
 - 2.6.1. Explain the benefits provided for treatment
 - 2.6.2. Lead the local employee assistance efforts through participation, education, training and communications activities
 - 2.6.3. Periodically evaluate the utilization and perception of the program by employees and supervisors, and continue to educate and train other employees and supervisors on a regular basis
- 2.7. The medical department or an outside source with an accredited EAP Professional will be available to diagnose, counsel and refer impaired employees for appropriate treatment.

3. Testing and Procedures

In commitment to and in pursuit of the objective to provide all employees with a safe work place, free from the influence of alcohol and other drugs, the following testing procedures for all employees are established.

- 3.1. As used herein a drug is any of the substances defined and noted in the official Federal Government List of Drugs and Harmful Substances as used by the Bureau of Narcotics and Dangerous Drugs

3.2. Certain prescribed drugs may affect job performance. Questions pertaining to prescription drugs shall be referred to an appropriate professional medical resource.

3.3. Alcohol testing will be done by an accredited operator using maintained and calibrated breathalyzer equipment and a Blood Alcohol Test required as noted in Section C-4-F of this agreement. Results shall be subject to the equivalent standard under plant location State law for driving a motor vehicle under the influence of alcohol.

3.3.1. Should any employee believe that his or her given breathalyzer test result is in error, he or she may request, without cost, that blood-alcohol test be given.

3.4. Testing for drugs other than alcohol shall be conducted through urinalysis, performed by a certified laboratory listed as approved by the Department of Health and Human Services. Any initial test found positive shall be confirmed by a gas chromatography/mass spectrometry (GC/MS) test before being reported back as positive.

3.4.1. A split-sample of each specimen provided shall be retained to provide a follow-up test to any initial test believed in error or otherwise adulterated. Strict chain-of-custody and security shall be maintained in the handling of all specimens.

3.5. Testing for alcohol or other drug substances shall be conducted under the following conditions

3.5.1. As required by Federal and/or State Department of Transportation (DOT) regulations

3.5.2. Pre-employment physical examination

3.5.3. Physical examination following drug or alcohol rehabilitation

3.5.4. A prior positive alcohol or drug test. (The prior positive alcohol or drug test is one that occurred within the last six (6) months)

3.5.5. Probable cause, based upon observation and good faith belief that an employee is under the influence of drugs or alcohol while on the job. Such belief may be based upon

3.5.5.1. The smell of alcohol

3.5.5.2. Slurred speech

- 3.5.5.3. Staggering gait and/or other abnormal physical or psychological behavior typically associated with drug or alcohol intoxication or impairment.
- 3.5.5.4. Whatever the observation, it shall be made by two persons and documented in writing
- 3.5.5.5. Involvement in an accident or incident on Company premises where an involved person is injured and is sent to an off-site medical facility for treatment of an injury
- 3.5.5.6. Involvement in a serious accident or incident on Company premises where as part of an immediate and routine investigation, there is reason to believe as described under “*probable cause*” above that drugs or alcohol may have contributed to the cause of the accident or incident; and
- 3.5.5.7. Where testing is applicable, the test will be performed at a medical facility.

4. Refusals

Refusal to provide:

- 4.1. Blood sample, required as noted in this policy
- 4.2. Urine sample
- 4.3. Submit to a breathalyzer as required under this policy
- 4.4. The submittal of a doctored/tampered with sample shall result in a five-day disciplinary suspension and will be considered a positive result for application of this policy.
- 4.5. A negative test result must be received before any employee who has refused returns to work.
- 4.6. Any second refusal within a twelve (12) month period from the time the employee returns to work will result in further discipline including possible discharge action.

5. Positive Tests

No prospective employee who tests positive on a pre-employment physical examination shall be hired.

- 5.1. Probationary employees refusing to be tested, or testing positive, pursuant to this policy shall be discharged.
- 5.2. No additional discipline other than lost time shall be imposed upon an employee for a first positive result. The following actions shall be taken:

- 5.2.1. Any employee testing positive for the first time shall not be permitted to return to work until a negative test result is received by the Company. At the discretion of the employee but within a 30-day time period, each employee shall determine when to take a retest.
- 5.2.2. Any employee who tests positive then subsequently tests negative shall be returned to work. However, each such employee may be retested on two separate occasions within six (6) months following their return to work, and if any such retest is positive, the employee shall be subject to disciplinary action including possible discharge.
- 5.2.3. If both tests are negative, the employee shall be treated as though he/she had never had a positive drug test and any subsequent positive test shall be treated as the first positive test for such employee under these rules.
- 5.3. Each employee testing positive for the first time shall be made aware of the Employee Assistance Committee for appropriate support pursuant to the Company's Employee Assistance Program and may be referred to an E.A.P. Professional.
 - 5.3.1. Each employee testing positive for the first time shall obtain a retest within a reasonable length of time, but not later than 30 calendar days after the positive test or, if applicable, completion of a drug rehabilitation program. Failure to be retested within such time frame could result in further discipline up to and including discharge.
- 5.4. Any employee testing positive more than once within a twelve (12) month period from the day the employee returns to work shall be assessed by a professional rehabilitation counselor
 - 5.4.1. Failure to follow up on assessment or the prescribed treatment plan of the professional rehabilitation counselor may subject an employee to further discipline, up to and including discharge.
 - 5.4.2. If the discipline is less than a discharge, the employee must have a negative test before returning to work, not to exceed 30 days after the last day of discipline.

6. Rehabilitation Programs

Any employee who completes a rehabilitation program and tests

- 6.1. Positive on their return to work physical examination, shall be treated as an employee who has tested positive more than once; negative shall be returned to work.
- 6.2. However, each such employee may be retested on two separate occasions within six (6) months following their return to work or on such number of occasions and for such a period as recommended by the professional rehabilitation counselor.
- 6.3. If any of such retests are positive, the employee shall be treated as an employee who has tested positive more than once
- 6.4. If all such tests are negative, the employee shall be treated as though he/she had never had a positive drug test. A subsequent positive test shall be treated as the first positive test for the employee under these rules.

7. Drug Test Levels and Laboratory Analysis Procedures

7.1. Initial Test

An initial test shall be by immunoassay, which meets Food and Drug Administration requirements. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for the following five drugs or classes of drugs:

<u>Initial Test Level</u>	<u>ng/ml</u>
Amphetamines	1000
Barbiturates	300
Benzodiazepines	300
Cocaine	300
Marijuana	50
Methadone	300
Methaqualone	300
Opiates	300
Phencyclidine (PCP)	25
Propoxyphene	300

7.2. Confirmatory Test

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) technique at the cutoff values listed below for each drug.

<u>Confirmatory Test Level</u>	<u>ng/ml</u>
Amphetamines	500
Barbiturates	300
Benzodiazepines	300
Cocaine	150
Marijuana	15

Methadone	300
Methaqualone	300
Opiates	300
Phencyclidine (PC)	25
Propoxyphene	300

8. Matters of Memorandum

8.1. Employees receiving a drug or alcohol test will not be permitted to work until they test negative.

8.1.1. As such, any loss of wages and benefits incurred by an employee while waiting for the results of a drug or alcohol test will be reimbursed making the employee whole, if the results are negative. This paragraph applies only to the initial test, not to the follow-up test unless such tests are unduly delayed by the Company (as noted in this policy)

8.2. Employees confronted with a request to submit to an alcohol or drug test shall be provided, upon request, a Bargaining Unit/designee representative before any further action is taken

8.3. Disputes, as to requirement for drug or alcohol test, test procedures, confidentiality, chain-of-custody, discipline, discharge or believed misapplication of any portion of this policy shall be subject to processing in the grievance procedure

8.4. Nothing in this Policy restricts Company's rights under the Basic Labor Agreement or any other Company policy or procedure

8.5. It is recognized that the use, possession, manufacturing, sale or distribution of drugs or alcohol while on company premises may result in disciplinary action, up to and including discharge.

EXHIBIT IV

CONFIDENTIALITY AGREEMENT

1. I do hereby agree that for and in consideration of the receipt of the Incentive Rate Book from Fireline, Inc., applicable to incentive rates applied throughout the Fireline, Inc. plants, that I will hold such information and such Incentive Rate Book in confidence, and will not disclose to any third party any information contained within said Incentive Rate Book which is disclosed to me by virtue of my having received a copy of such book or which I may have observed during my time in the Fireline plant.
2. I further agree to use such information only to the extent necessary to provide the services of a Union representative required of me by my position as a Union official of the United Steelworkers Local 5025-02.
3. I further agree not to remove the Rate Incentive Book of Fireline, Inc. from the Fireline, Inc. premises without the express written permission of Fireline, Inc.
4. It is further agreed that Fireline, Inc. has agreed to provide me with a safe secure place for storage of this Fireline Incentive Book while same is not in my personal possession but is on the premises of Fireline, Inc.

This agreement is executed for the benefit of United Steelworkers Local 5025-02 and Fireline, Inc.

By: _____

Date: _____