

**COLLECTIVE
BARGAINING AGREEMENT**

Between

MANSFIELD PLUMBING PRODUCTS LLC

PERRYSVILLE, OHIO

and

**TEAMSTERS, CHAUFFEURS & HELPERS
LOCAL UNION No. 40**

Affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS



June 6, 2008 through June 30, 2013

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PREAMBLE

The parties agree at all times as fully as it may be within their power to cooperate so as to protect the long-range interests of the employees, the Company and the Union (in so far as they relate to each other), and support the environment and community while making Mansfield Plumbing Products a preferred place to work. Therefore, the parties agree that the principle of a fair day's work for a fair day's pay shall be observed at all times and employees shall perform their duties in a manner that best represents the Company's interest.

The parties acknowledge the value of an employee's seniority and agree that seniority shall prevail in all instances, unless otherwise stated within this Agreement, provided however it does not have a detrimental effect on the efficient operation of the plant. At no time will either party tolerate the intimidation or harassment of anyone. Further, the Company and the employees are expected to treat each other with dignity and respect at all times.

ARTICLE 1 EXECUTING AND DATE OF AGREEMENT

This Agreement executed and effective as of June 6, 2008 by and between Mansfield Plumbing Products LLC, Perrysville, Ohio and Teamsters, Chauffeurs & Helpers Local Union #40.

ARTICLE 2 RECOGNITION

Section 1

The Company recognizes the Union as the exclusive

bargaining agent for all full-time and regular part-time production and maintenance employees, employed by the Employer at its Perrysville, Loudonville and Big Prairie facilities; excluding the receiving clerk, stock room clerk, quality control/plastics and office clerical employees, watchmen, guards, professional employees and supervisors as defined in the Act.

ARTICLE 3 NONDISCRIMINATION

Section 1

The Company and the Union mutually agree not to discriminate against any employee in accordance with Local, State and Federal law. Any use of or reference to gender in this Agreement shall be construed to mean both male and female. The Company and the Union recognize and will not interfere with the right of employees to become members of the Union or to refrain from memberships in the Union. The Union agrees that it will not solicit employees to become members of the Union during work time; and it further agrees that it will not, in any way, seek to coerce or intimidate employees into joining the Union at any time.

ARTICLE 4 ENTIRE AGREEMENT

The parties expressly declare that they have bargained between them all phases of hours, wages, and working conditions, and that this Agreement represents their full and complete agreement without reservation or unexpressed understanding. Any aspect of hours, wages and working conditions not covered by a particular provision of this Agreement is declared

to have been expressly eliminated as a subject for bargaining and during the life of this Agreement may not be raised for further bargaining or negotiation without the written consent of all of the parties hereto. There shall be no amendments or modifications to the Agreement unless mutually agreed upon, reduced to writing, and executed by the parties.

ARTICLE 5 WAIVER

A waiver by the Company or the Union in any particular instance of any term or condition of this Agreement, or any breach thereof, shall not constitute a waiver of such term or condition or of any breach thereof in any other instance unless such waiver is reduced to writing and signed by the Company and the Union and in such case shall apply only to that specific matter. If, for any reason, either party to this Agreement goes beyond the requirements of this Agreement in order to aid the other party or for the benefit of any employee, such action shall not be termed a precedent and shall not be binding in the event of any further situation during the remainder of the life of this Agreement.

ARTICLE 6 SEPARABILITY

Should any part hereof or any provision herein contained be declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

ARTICLE 7 UNION SECURITY

Section 1

The Company agrees that as a condition of continued employment with the Company, all present and future employees covered by this Agreement shall, at the end of ninety (90) consecutive days of employment, become members of the Union and remain members in good standing or become financial core fee payers subject to the provisions of the Labor Management Relations Act, 1947, as amended. This election shall be made, by new employees, prior to their start date. However, they will not become members nor be required to pay monthly dues, financial core fees, initiation fees or uniform assessments of the Union, until ninety (90) consecutive days of employment has been completed.

Section 2

It shall be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall pay monthly dues, initiation fees, and uniformly levied assessments of the Union or a financial core fee established by the Union.

Section 3

Employees who fail to pay the uniform dues and initiation fees of the Union or the established financial core fee and who are thirty-one (31) days in arrears in the payment of dues or fees, upon written certification of this fact from the Union to the Company, with documentation that the employee has been properly noticed, shall be dismissed. The parties agree, however, that no employee shall be dismissed who has

not been provided a thirty (30) day grace period to pay the amount in arrears. However, this grace period may be extended upon approval of the Local Union.

ARTICLE 8 CHECK-OFF

Section 1

The Company shall deduct from the paycheck for the first pay period of each calendar month, the uniform periodic dues, financial core fee, initiation fee, uniform assessments, if any (not including fines or contributions), for such month on behalf of each member of who has given the Company a voluntarily written assignment executed by authorizing such deductions.

Section 2

If, for any payroll period for which the Company is obligated to make deductions pursuant to this Article, the wages owed an employee (after deductions mandated by any governmental body) are less than the amount of money which the employee has authorized the Company to deduct, the Company shall make no deductions from such wages owed the employee for that payroll period but shall make the appropriate deductions from the first paycheck received by the employee, within the same month, in which there are sufficient monies to make such deductions.

Section 3

Dues deductions shall be transmitted to the financial secretary of the Union (who must be certified to the Company by the Union) and shall be postmarked no later than the twenty-first (21st) day of the month following the month when the dues were deducted.

The Company shall have no liability for the application of the funds so transmitted.

Section 4

The Union does hereby indemnify and shall save the Company harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Company in compliance with this Article.

Section 5

In order to assist the Local Union in maintaining current and accurate records, the Employer agrees to furnish the Local Union, on a monthly basis, a list of new employees and a list of terminated employees. The list will include the name, address and date of hire. The Company will also include the job held by terminated employees. The Employer also agrees to notify the Local Union when new employees are scheduled for their orientation session with the Company. During this orientation, a Union Representative may be present. In the event a Union Representative is not present at a new hire orientation meeting, the Company agrees to distribute & collect completed membership applications and check-off forms at the orientation meetings and submit the same to the Local Union. In the event a new employee refuses to complete the above, the Company will notify the Union for resolution.

ARTICLE 9 UNION BULLETIN BOARDS

Section 1

The Company shall install and maintain four enclosed-locked bulletin boards at the Perrysville facility—with

such bulletin boards located at the Plant Cafeteria, Tank Line time clock, mold shop time clock area and the kiln time clock area and one at both the Loudonville and Big Prairie facilities. The Union Representative shall be granted reasonable access to said bulletin boards. These boards shall be for use only by the Union for posting notices pertaining to Union affairs and restricted to:

- Notices of Union elections, appointments, and results of elections
- Notices of Union meetings and agenda
- Notices of Union recreational and social affairs
- Notices of other official Union Business
- Such other notices or literature as are approved by the Human Resources Manager, or his designated alternate.

Section 2

The Company reserves the right to remove from the board anything posted thereon which violates this agreement.

ARTICLE 10 NO STRIKE

Section 1

During the term of this Agreement or any extension or renewal thereof, the Union agrees there shall be no strike, sympathy strike, work stoppage, slowdown, organized absence of any nature, picketing, strike in protest of union conduct, boycott, or other interference or curtailment with the Company's operations,

authorized, called, sanctioned, approved, or engaged in by the Union or any employee against the Company.

Section 2

In the event that any employee engages in any of the aforementioned prohibited activity, the Union agrees that upon notification of the existence of such conditions being given by letter , facsimile or electronic mail to the Union's local president, that it will immediately issue a written statement directly to its members advising them that the stoppages are a violation of the Agreement, directing them to return to their jobs, and to cease any prohibited action including recognition of any picket line. The Union will provide a copy of the written notice to the Company. The Union further agrees that it will promptly take any such other action or steps as may be appropriate to terminate such prohibited conduct.

Section 3

The failure or refusal on the part of any employee to comply with the provisions of Section 1 of this Article shall be cause for discharge or other discipline at the discretion of the Company. In administering such discipline, the Company may, but it is not limited to, distinguish between the leaders and other participants in the unauthorized activities herein above stated.

Section 4

In the event of any alleged violation of Section 1 of this Article arising out of a matter not subject to resolution pursuant to the grievance and arbitration procedures set forth in Article 4, the Company may institute expedited arbitration proceedings regarding such alleged violation by delivering written or electronic notice thereof to the Union and to the Federal Mediation and Conciliation

Service. Immediately upon receipts of such notice, the Federal Mediation and Conciliation Service shall appoint an arbitrator to hear the matter who shall determine the time and place of hearing, give electronic notice thereof, and hold the hearing within twenty-four (24) hours after his appointment. The sole issue at hearing shall be whether a violation of Section I of this Article has occurred or is occurring, and the Arbitrator shall not consider any matter justifying, explaining or mitigating such violation. If the arbitrator finds that a violation of Section 1, of this Article is occurring or has occurred, he shall, no later than twenty-four (24) hours after the closing of the hearing, issue a cease and desist order with respect to such violation. Such award and order shall be final and binding on the Company and the Union.

Section 5

Violation of any provision of this Article by the Union shall be cause by the Company to take any remedies, including seeking injunctive relief, and a cease and desist order, which may be available at law or equity.

Section 6

No breach of this Agreement shall permit the Union to strike but the Union shall follow the grievance procedure.

Section 7

The commission of any act by either party constituting an unfair labor practice shall not excuse the parties from their obligations under this Article.

Section 8

In the event that a dispute between the parties is not subject to arbitration, the parties and the employees will nevertheless not be allowed to violate the Article and to

engage in a strike or any other prohibited conduct.

Section 9

During the term of this Agreement or any extension or renewal thereof, the Company agrees there shall be no lockouts.

ARTICLE 11 UNION REPRESENTATION

Section 1

The Company recognizes the right of the Union to designate Union Stewards at the Perrysville, Big Prairie and Loudonville facilities up to a maximum of eighteen (18). The Union shall keep the Company advised of the identity of the Stewards and alternate Stewards. The Union shall notify the Company in writing as to the names of the local Union officers and/or Stewards. The Company is obligated to acknowledge and deal only with those employees who have been so designated.

Section 2

Stewards, in the performance of their duties, shall not at any time interfere with the work of other employees.

Section 3

The Steward shall be bound by all Company rules in the same manner as all other employees.

Section 4

Time spent by Stewards in the conduct of their duties, as a representative of the Union, will be compensated for by the Company when agreed upon between the Company and the Union. When such time is authorized or requested, it will be paid at the employee's regular rate of pay

Section 5

In order to gain access to the plant for investigation and processing of grievances, the Business Agent of the Local Union shall be provided with a access card for the sole use of said Business Agent. The Business Agent will notify the Company when present in the plant. Business Agent(s) shall not at any time interfere with an employee's work. The Company will provide if possible Union Officials private accommodations as needed to meet with employees for private conversations.

Section 6

The Company will make a representative available to address grievances outside of the grievant's work shift. However, if authorized or requested by the Company, grievances may be addressed during working time without a loss of pay to employees attending the meeting.

Section 7

The Company will notify the employee of his/her right to Union representation. Upon the request of an employee a Union Steward, Business Agent, or the employee may select another bargaining unit employee to be present at the employee's investigatory or disciplinary meeting and when circumstances warrant. In the event a Steward is not present in the plant or the Local Union Business Agent is unavailable, the employee may select another bargaining unit employee to represent him/her or the meeting shall be postponed until a Union representative is available except in exigent circumstances when the safety of employees or the Employers operation may be jeopardized.

ARTICLE 12 MANAGEMENT RIGHTS

Section 1

The Company has and will retain the full right of management and direction of the Company and its operations. Such right and responsibility of management to include, among other things, but not limited to, the right to plan, direct, control, increase, decrease, or to discontinue operations in whole or in part; to determine the products and services to be provided and the processes, systems, and methods to be used, received, handled, shipped, manufactured, assembled, or processed; to shift products handled, process systems, methods of operation, processes or types of work or methods in and out of the plant; to contract and subcontract work to be done inside or outside the Company's facilities by other companies or contractors with the understanding that by doing so it will not result in Bargaining Unit employees being laid off unless the necessity for contracting out the work came about because bargaining unit employees could not do the work as efficiently as the other company or contractor - where such contracting or subcontracting will result in the layoff of bargaining unit employees, the Union will be notified in advance; to change equipment, methods and facilities, or introduce new methods, techniques and/or equipment and products; to select and introduce new equipment and establish new classifications and rates of pay; to discharge and otherwise discipline employees for just cause; to promote and demote employees in accordance with the terms of this Agreement; to determine whom it will hire, the number of employees it will employ at any time and the qualifications necessary for any of the jobs it

may have or may create in the future; to establish new classifications and set the rates for same; to assign work duties in accordance with the determination of the needs of the job; to determine which jobs or operations will be paid on an hourly, group, or incentive basis; to transfer employees in accordance with the terms of this Agreement; to move, sell, close, liquidate or consolidate operations in whole or in part; to determine the number, location and types or operations, and to relocate the existing operations and any improvements thereof to any location; to establish maintain and enforce reasonable rules and regulations for the conduct of employees while on the job; to make studies of workload, job assignments, job content, methods, and efficiencies and to make changes based on said studies; to make technological changes that will include changes in processes, methods, equipment, equipment adjustments and methods of operation; to decide on equipment and tools to be used; to set quality and quantity standards and methods of evaluation; and to require that duties other than those normally assigned be performed. It is expressly understood and agreed that all rights heretofore exercised by the Company or inherent in the Company as the owner of the business or as an incident to management not expressly contracted away by a specific provision of this Agreement, are retained solely by the Company. Any rights granted to or acquired by the employees or the Union under this Agreement or during its life will have no application beyond the term of this Agreement or a renewal thereof.

Section 2

It is agreed that the reserved management rights as set forth in this Agreement, including the foregoing section,

will not be subject to impairment by an arbitration award under this Agreement; it being understood that the express contractual obligations and application of the foregoing management rights are subject to grievance and arbitration as provided herein.

Section 3

The Company agrees that in establishing reasonable rules and regulations for the conduct of employees while on the job; promulgating safety, attendance, disciplinary and other rules, such rules and regulations will not conflict with the express terms of this Agreement. The Company will have the right from time-to-time to change, alter, and add to such rules which will be effective upon being posted in the plant and written notification to the Local Union a minimum of three (3) business days prior to the plant posting.

Section 4

The Company will have the right to assign any of the work or jobs required by new technology, equipment, processes, or methods to any department or area within the Company including departments not covered by this Agreement. The Company has the sole right to determine what constitutes such new technology, equipment, processes, or methods.

Section 5

It is recognized that during the term of this Agreement, changing conditions may from time-to-time cause the Company to add new jobs, eliminate existing jobs, or adjust, modify, combine or consolidate existing jobs. Whenever any of the above conditions arise, the Company will notify the Local Union. In the event a new job is added or present jobs are adjusted,

changed or modified, the Company will determine the appropriate labor grade applicable to the job, in line with the existing wage structure. The labor grade for the new or revised job will be presented to the Union and a sincere effort made to arrive at an agreement. If an agreement is not reached, the labor grade prepared by the Company will be put in effect. Any dispute concerning the appropriateness of the labor grade may be the subject of a grievance.

ARTICLE 13 SUPERVISORS WORKING

Section 1

Supervisors and other non-bargaining unit employees of the Company shall not displace regular employees in their jobs.

ARTICLE 14 CASUAL OR TEMPORARY EMPLOYEES

Section 1

The Company has the right to hire casual, limited-time or temporary employees if there are no qualified employees on lay off. When such employees are hired, the Company will clearly mark their records to designate them as such.

Section 2

Casual, limited-time, or temporary employees shall not be covered by any of the provisions of the Agreement and may not resort to the grievance or arbitration procedure. The casual, limited-time or temporary employees may not be employed for a period in excess of ninety (90) consecutive days.

ARTICLE 15 TRIAL PERIOD

Section 1

Any new employee shall be considered on a trial period, and he shall have no seniority status under this Agreement until he has been in the employ of the Company for ninety (90) consecutive days. Absence from work for any reason during the trial period may extend the trial period for an equivalent amount of time upon written notification to the Union. During such trial period, the employee must show an aptitude and ability for the work in which the employee is engaged.

Section 2

The Company reserves the right to waive the trial period at any time prior to the end of ninety (90) consecutive days or to extend the period an additional thirty (30) days upon written notification to the Union without such waiver or extension setting a precedent or practice for any other case. Upon successful completion of the trial period the employee's seniority shall be his date of hire.

Section 3

An employee who has not completed his trial period may be terminated, laid off, transferred, or promoted without regard to any of the terms of this Agreement, and any such action shall be at the sole discretion of the Company.

Section 4

The Company shall be the sole judge of requirements and qualifications of applicants for work and shall be the sole judge of qualifications of employees for retention by the Company.

ARTICLE 16

LENGTH OF SERVICE

Section 1

Length of Service shall be defined as the length of an employee's Service since his/her most recent date of hire by the Company.

Section 2

All new or rehired employees covered by this Agreement shall be considered as trial employees for the first ninety (90) consecutive days after their most recent date of hire during which time they have no rights under this Agreement with respect to Seniority, layoff, transfer, promotion and discipline. During the trial period, the Company shall be the sole judge as to whether or not such employee is qualified to continue in its employ and the Company may discharge him/her in its sole discretion, without recourse by him/her or the Union under this Agreement, and without recourse under the grievance procedure.

Section 3

An employee shall lose his length of service status as an employee and shall be considered terminated for all purposes under the following circumstances:

- 1 Voluntary quit.
- 2 Discharged for just cause.
- 3 Absent from work for three (3) consecutive scheduled workdays without properly notifying the Company.
- 4 Employee is laid off and fails to return to work within six (6) calendar days after being notified in writing by certified mail. (Employees are

required to have their current address and telephone number on file with the Company at all times and to promptly report any changes in same).

- 5 Continuous layoff for any period equal to the employee's length of service, or twenty-four (24) months, whichever is less.
- 6 Absence from work for any reason for a period in excess of eighteen (18) months, unless stated otherwise in this agreement or governed by Local, State or Federal law; or eighteen (18) months in the case of a work related injury or illness.
- 7 Employee engages in conduct during a leave of absence inconsistent for the purpose of which such leave is granted including obtaining employment with another employer during the leave without prior written approval from the Company.
- 8 Employee fails to report for work at the expiration of an approved leave of absence.
- 9 Employee retires.

ARTICLE 17 REPORTING OF ABSENCES

Section 1

All employees who fail to come to work must, if able, phone the Employer to inform the Employer of their reason for not being in attendance before their shift starts by personally contacting a department supervisor in the department they are scheduled to work or his

designee(s), as identified in writing by the supervisor. When an employee is out sick several days he must notify the Employer at least the day before the day he intends to report to work.

Section 2 ATTENDANCE POLICY

There are times when a person may be unavoidably absent from work. If there is sickness, injury, or emergency, advise your supervisor as far in advance of your regular starting time as possible. Employees absent from work a period of three (3) working days or more, without notification to their supervisor will be considered as having voluntarily quit.

A OCCURENCES:

Employees will be permitted seven and three-quarter (7 $\frac{3}{4}$) occurrences per moving twelve (12) month period and will be discharged on the eighth (8th) occurrence.

- Reporting to work late more than six (6) minutes after the employee's scheduled start time or any absence from scheduled work hours up to three (3) hours will result in one-quarter ($\frac{1}{4}$) occurrence.
- An absence from scheduled work hours more than three (3) hours will result in one (1) occurrence.

Absences occasioned by injury, illness or follow up doctor visits (relating to the same event) of more than one (1) day may be considered as one occurrence if the employee submits a physician's written statement verifying date(s) of treatment and date of release.

B VACATION ALLOWANCE

An employee who goes six (6) months without incurring an occurrence (and has two (2) or less active occurrences on record) earns the right to use a vacation allowance. A “vacation allowance day” is one of the employee’s regular vacation days that he/she has earned the right to schedule, with twenty-four (24) hour advance notice, in lieu of an occurrence. An employee may earn and use two (2) vacation allowances per rolling twelve (12) months and must have vacation available when the days are used.

C DISCIPLINE

- Verbal warning notice 4th occurrence
- Written warning notice 5th occurrence
- 3 day suspension 6th occurrence
- 5 day suspension 6th occurrence 2nd time in rolling 12 months
- 5 day suspension 7th occurrence
- Discharge 7th occurrence 2nd time in a rolling 12 months
- Discharge Eighth occurrence

D NON-OCCURRENCE ABSENCES

Non-occurrence absences will be as follows: Jury Duty, Military Leave, Family and Medical Leave, Emergency Leave, Union Leave, Bereavement Leave, Occupational Injury or Illness.

Upon request by the Union, on a non-precedent basis, the Company will review the employee’s occurrences in accordance with Article 5 of this Agreement.

Section 3 TRANSITION

In order to transition to the new procedures under this Article, all employees will be reduced one (1) occurrence.

ARTICLE 18 REPORTING AND CALL IN ALLOWANCE

Section 1

Except when work is not available because of fire, flood or other acts of nature, power failure, work stoppage or any other condition beyond the control of the Company, any regular full-time employee reporting for work on his regular scheduled work day, unless he was notified by the Company not to report for work, will receive either two (2) hours work at the rate of the job assigned or two (2) hours pay at "down time" rate. Notification will be either by telephone or through the various local radio stations.

Section 2

Any employee who is called back to work after he has completed his regular shift, shall receive a minimum four (4) hours work at the applicable pay rate of the job or four (4) hours pay at his regular rate.

Section 3

Hours paid in lieu of actually working will not count as hours worked for the calculation of overtime pay.

ARTICLE 19

HOURS & SPECIAL PAY PROVISIONS

Section 1

The Company shall have the right to establish work schedules and set and revise the starting and quitting times. This shall include the right to establish schedules for individual employees and groups of employees. A normally scheduled work week is Forty (40) to forty-two (42) hours. The workweek begins on Sunday and ends the following Saturday. This shall not be construed as a guarantee of work of any amount by the day or by the week.

Section 2

Normal shift hours will generally fall within one of the schedules listed below:

Non Continuous

First Shift 7:00 AM to 4:00 PM

Second Shift 3:00 PM to 12:00 AM

Third Shift 11:30 PM to 7:30 AM

Continuous Shifts

Day Crew 4:30 AM to 6:30 PM

Night Crew 4:30 PM to 6:30 AM

These shift hours may be modified at the Company's discretion or individual positions may be required to work schedules that do not fall within the above time schedules at the Company's discretion.

Section 3

One fifteen (15) minute paid break period will be provided during each regularly scheduled non-continuous shift. Two ten (10) minute paid break periods will be provided during each regularly scheduled continuous shift and twenty (20) minute paid lunch periods for the

employees in Departments that currently have paid lunches. The Company will determine at what times the break periods for continuous and non-continuous shifts will be taken.

Section 4

Employees are expected to be at their respective workstations at the beginning and the end of each break period. Leaving the Company premises during break times is prohibited.

Section 5

For the purpose of this Agreement, the workday is the twenty-four (24) hour period beginning with the regularly assigned starting time of the work shift.

Section 6

Employees will be scheduled to work no more than twelve (12) consecutive hours.

Section 7

- A** If it becomes necessary for an employee to work more than forty (40) hours in a week, time and one-half regular straight time pay will be paid for such hours worked. All work performed in excess of the employees scheduled shift will be compensated at time and one half.
- B** Hours worked on non-scheduled days will be compensated at time and one-half regular straight time pay, provided all normal scheduled hours are worked within the same pay period. Vacation hours will not be considered as scheduled hours for the purpose of this Section.

Section 8 OVERTIME

Overtime shall be voluntary except where failure to work overtime would jeopardize the operation or safety of the plant, as for example, failure of one kiln-person to relieve another, or when overtime is required to meet production schedules, unless there are qualified employees available and willing to work; then the employees who would otherwise be required to work may be excused.

A VOLUNTARY OVERTIME

- 1** By the 21st day of each month, a supervisor in each Department will post a voluntary overtime sign-up sheet, in the supervisor's respective Department. This sign-up sheet will remain posted until the end of the month for the purpose of filling any overtime requirements that may occur in the following month.
- 2** Employees who are willing to volunteer for overtime that may occur during the following month will be required to place their name and date of hire on the sign-up sheet and have their correct phone number on file with their supervisor.
- 3** Employees who do not sign the posting will be excluded from consideration of voluntary overtime for the following month.
- 4** Supervisors are only required to offer overtime, occurring on a voluntary basis, to those employees who have expressed their willingness to work overtime by placing their name on the sign-up sheet.

- 5 When an overtime situation does occur, the supervisor will offer the overtime by seniority, beginning with the most senior, in the following order:
 - a) Available and capable employees within the Job Classification,
 - b) Available and capable employees within the Department,
 - c) Available and capable employees outside the Department.

(For the purpose of this section the phrase “capable of performing the job” is defined as an employee who can perform the job without training).

- 6 In the event an Employee signs the voluntary overtime sign-up sheet and has declined the offer to work on two (2) occasions, during the month, he will be excluded from signing the overtime sign-up sheet in the following month provided he has failed to work any voluntary overtime within the month. An employee, who declines the offer of overtime work two (2) consecutive eligible months according to the parameters above, will be excluded from signing the voluntary overtime sign-up sheet for the next three (3) consecutive months.

B MANDATORY OVERTIME

When it becomes necessary for management to mandatory employees in for overtime, then overtime work shall be mandatory starting with

the least senior employee who customarily performs the work available (including utility and VRP positions).

When overtime is mandatory where limited equipment is available for employees to perform the work, employees may be required to work mandatory overtime on separate days within the week (Grade and Pack or White Finish, for example). Employees required to work overtime under these circumstances will select the day of that week that they will work the overtime in seniority order with the most senior selecting first.

The Company will notify employees at least twenty-four (24) hours in advance of scheduled overtime. However, the Company will notify employees by noon on Thursday of scheduled overtime hours, outside of their normal schedule, for the following Saturday and/or Sunday for continuous operations. Employees who work non-continuous operations will be notified of weekend overtime hours as follows:

- Notification will be given by noon on Thursday of scheduled overtime hours for the following Saturday and/or Sunday for affected employees on First Shift.
- Notification will be given prior to the end of the shift on Thursday morning of overtime for the following Saturday and/or Sunday for affected employees on Third Shift.

Notification will be given prior to the end of the shift on Wednesday of scheduled overtime for the following Saturday and/or Sunday for affected employees on Second Shift.

Such notifications may not be given because of circumstances beyond the control of the Company or when failure to work the overtime in the absence of such notification would jeopardize the safety or operation of the plant.

An employee scheduled for vacation will not be required to work overtime on any non-scheduled days immediately preceding the employees vacation or on any non-scheduled days immediately following the employees vacation.

Section 9

Time and one-half of the regular straight time hourly rate will be applied to the actual hours worked with no duplication or pyramiding of overtime premium payment.

Section 10

When there is an over-lapping of shifts, the rate of pay of the employee's regular and normal shift will govern.

Section 11

Nothing in this article shall be construed as requiring pay for time not actually worked.

Section 12

Twenty-five cents (\$.25) per hour shift premium will be paid when the majority of hours are worked

between 4:00 PM and 12:00 AM for non-continuous employees.

Thirty cents (\$.30) per hour shift premium will be paid when the majority of hours are worked between 12:01 AM and 8:00 AM for non-continuous employees.

For continuous shift employees thirty cents (\$.30) per hour will be paid when the majority of hours are between 5:00 PM and 5:00 AM.

Section 13 Shift-Trading

Employees will be permitted to trade shifts/crews with employees who work the same job on another shift/crew, if the following criteria are met:

- A** Trades must occur within the same pay period (week).
- B** Trades must be approved by both supervisors and the Department Manager.
- C** Trades must be scheduled in advance
- D** Once a trade is approved, the agreed trade days become scheduled days for each employee agreeing to trade for purposes of all rules and policies.
- E** Approval of the trade request will be at the sole discretion of the Company. Management will not unreasonably deny a shift-trade request.
- F** The appropriate approval form must be completed and submitted directly to the supervisor by the employee requesting the trade.
- G** No overtime shall be paid when a shift trade directly results in additional overtime.

H All other overtime provisions will apply.

Section 14 Optional Direct Deposit

The Company will make available to employees the option of direct deposit to a banking institution of their choosing. The necessary documents will be provided to all employees for their completion and timely return to the Human Resources Department. Those current employees not electing direct deposit will receive their paychecks on their normally scheduled workday payday.

ARTICLE 20 CHANGING JOBS

Section 1: Job Bidding (Eligibility)

- A** Promotions or transfers, will be awarded to the most senior qualified and capable employee.
- B** Skilled jobs (as defined by the wage rate scale) are not subject to the job bidding procedure.
- C** The following factors will determine who shall be awarded the job:
 - 1** Qualified - Includes being average or above in quality, quantity and ability as demonstrated by work performance at Mansfield Plumbing Products. Active suspension level disciplinary record may result in an employee not being qualified.
 - 2** Capable - Physical condition. Has no physical limitation; which would prevent him from performing the

essential functions of the job, with or without reasonable accommodation and has not demonstrated an unsafe work record.

- 3 Seniority - Length of service at Mansfield Plumbing Products from most recent date of hire shall be used if the employees bidding on a job are qualified and capable to perform the work.
- 4 Available - Must not be "frozen" at time of bidding. Must not be on any type leave of absence with a return date of more than twelve (12) weeks.

D To be eligible for bidding, the employee must review the job with a supervisor of the department generating the bid in order for the employee to become familiar with the duties of the position. The employee must have the supervisor sign and date the employee's bid sheet for the bid to be valid.

Section 2 Job Bidding (Movement)

- A Procedures for movement of personnel and posting of vacancies, that the Company determines necessary to fill, shall be defined in the following sections.
- B When a vacancy occurs, that management determines necessary to fill, the open position will be filled consistent with the factors outlined in Section 1 above.

- 1 All Job bids will be submitted to the Local Union and then posted Plant-Wide for ninety-six (96) hours excluding Saturday and Sunday. Bids will be posted via the Company website, in the cafeteria at the Big Prairie, Loudonville and Perrysville locations. The bid boxes will also be located in their respective cafeterias.
- 2 When an opening occurs that management determines necessary to bid the open job will be posted for bid this will be considered the first bid. This procedure will continue for up to three (3) resultant openings with any additional vacancies being assigned. After the 4th bid is complete the resulting opening will be offered to employees based on seniority in the same job classification provided it does not require any training. Thereafter the Company will post for 96 hours all openings that will be appointed. The Company will appoint from the workforce whenever possible.

C Bench Cast Production Changes

- 1 When a production change occurs in the Bench Cast Department, the following exception to the normal bidding procedure will apply. Openings created by employees leaving the Department or additional jobs created that will result in a plant-wide bid from the Department will be handled by the normal bidding procedure.

- 2 Exception: A “Production Change” shall be defined as a change in product to be cast that results in a change of the rate of pay consistent with the existing standards.

Production change bids are confined to bench/battery casters. Casters bidding during a production change shall not be charged with a job bid as described in Section 5 of this Article.

Production Changes shall be bid in the following manner:

- (a) The following workgroups will be recognized for the purpose of production changes:
- Bowls
 - Tanks
 - Battery
 - Misc.: Lavs, Urinals, Hoppers, Pedestals
- (b) When a production change occurs within a workgroup the following procedure will apply:
- 1) The changed bench will first be offered for bid to employees within the workgroup and shall be awarded to the most senior bidder.
 - 2) Resultant openings will be bid a second and third time, within the respective workgroup (Bowls,

Tanks & Battery), with the odd caster out being assigned to the final opening. In the case of the Misc. workgroup, bidding will be limited to two (2) bids.

- 3) In the event that no caster within the workgroup bids on the opening, the opening shall be offered to casters in all workgroups.
- 4) Once an opening is bid to all workgroups, resultant openings will be bid to all workgroups. However, in this case bidding will be limited to two (2) moves with the odd caster out being assigned to the final opening.
- 5) When there is a production change that results in a product change from one workgroup to another workgroup, the opening will be bid to all workgroups consistent with (4) above.

Section 3 Timing of move

The Company will transfer an employee awarded the job bid no later than six (6) weeks after the employee is awarded the job, except in circumstances beyond the control of the Company. An employee who is not transferred within this six (6) week period, or for twelve (12) weeks if the employee is on Tank Line Lead Operator, NBL Utility, or VRP, will receive the pay rate of the job to which he has bid, except those employees not

moved due to conditions beyond the control of the Company, provided the pay rate is higher than his current rate of pay. In the event an employee is on any type leave of absence these time periods may be extended by an equivalent amount of time. This rate will include the average incentive earnings of the job.

Section 4 Accepting a Job

- A** It shall be the responsibility of the Employee/ Supervisor to confirm the selected bidder's acceptance of the job prior to posting any resultant vacancy.

Section 5 Job Change Frequency

- A** Employees will be permitted to make up to one (1) Job Bid Change per twelve (12) months.
- B** The twelve (12) month period starts when the employee is transferred to the job or six (6) weeks from the date the employee accepts the job change whichever is less.
- C** Employees bidding to the exact same position on a different crew/shift will not have that bid count against them for the purpose of job change frequency.

Section 6 Job Trial Period

- A** Up to a six (6) week, adequate trial period provided for an employee to familiarize himself with the details of the job and for the supervisor to evaluate the employee's performance.
 - 1** An employee who makes a job change will be trained in that position until he

meets the quality and quantity standards required by the Company unless, in the opinion of the supervisor/manager, he fails to do the job satisfactorily within the trial period, will be returned to his former job. An extension of time may be agreed to by the Company and the Union. Any employee who has been disqualified under this provision will not be allowed to make another job bid for twelve (12) months.

- 2 If it is determined by the supervisor/manager that the first bidder is not qualified for the job, then the remaining list of qualified employees based on their seniority will be asked to accept the job, if no one accepts the job then the job will be re-bid.

Section 7 Temporary Change

- A **Up-Grading** - When an employee is asked to leave his regular job for the convenience of the Company, he will retain his regular rate until the employee reaches the minimum acceptable level of quantity and quality and then he is to be paid the rate of the job to which he is being transferred.
- B **Down-Grading** - When an employee is asked to leave his regular job for the convenience of the Company, he is to be paid his current rate of pay. This rate will include incentive earnings (if any) and night shift premium (if in effect). This night shift premium will be treated as part of the rate for five (5) consecutive workdays.

Section 8 Bid/Appointment

- A Up-Grading** - When an employee is transferred to another job, he will be transferred at his present rate of pay (but in no instance at a higher rate than the base rate of the job he is going to), and increased to the base rate of the job and moved to incentive at the discretion of the supervisor but reasonably in line with the job learning time.
- B Down-Grading** - When an employee is transferred to another job, he will be transferred at the base rate of the job to which he is being transferred.
- C** The incentive (if any) will become available when the employee meets the quality and quantity standards.

ARTICLE 21 JOB DISPLACEMENT & REDUCTION IN FORCES

Section 1 Reduced Work Week

A "reduced work week" is when any Department or Division is required to reduce the normal work week to not less than thirty (30) hours for all or part of the employees in the affected Department, and the reduction is due to a lack of available work for a period up to, but not to exceed, twelve (12) weeks during a revolving six (6) month period. A "reduced work week" is when a minimum of twenty-five percent (25%) of the employees are working at less than ninety percent (90%) of their normal scheduled hours in the affected Department. However, this is not a guarantee of hours of work per day or per week, or of days per week.

Section 2 Temporary Reassignment

A “temporary reassignment” is a reduction of employee(s) in a Department while the Division as a whole is working at normal production. It is the movement of employee(s) for a temporary period of up to, but not exceeding, three (3) months, due to operational issues such as scheduling, inventories, production changes, sales demand, etc.

Employees will be reassigned to such vacancies as exist who best qualify on the basis of qualifications and capability. When it is necessary to temporarily reassign an employee, other than the least senior employee within a job classification, that employee will receive the rate of pay of the job he is assigned or his regular rate of pay, whichever is higher.

If the reassigned employees have not been returned to their original job, they will be returned to their original job after the three (3) month period has elapsed unless the employee affected is willing to voluntarily remain in that position. If the affected employee is returned to his original job and there is still an excess of employees in the affected Department, employees will follow the “reduction of forces” provision in Section 3 below.

Section 3 Reduction of Forces

Except in cases of temporary reassignment or when it becomes necessary to reduce the number of employees in a Department or Division for a period of not more than thirty (30) consecutive days, specific steps to reduce employees are to be administered by the affected Department or Division under the guidance of the H.R. Manager. However, specific steps in reducing a Department, for a period of not more than thirty (30) days, will recognize seniority, within the classification

to the extent that it does not cause a disruption in the operation and/or require additional training. In any case of a reduction in forces, the Company will consult the Local Union.

In the event of new equipment installation that will not result in the permanent displacement of employees, the above period may be extended up to sixty (60) days.

Exceptions from seniority provisions during layoffs may be made in the case of employees who have special experience and training and are essential to the efficient operation of the plant.

Displacement will be limited to a minimum of one (1) or maximum of 15% for each of the following positions; CBC Casters, Bench and Battery Casters, NBL Utility, Tank Line Lead Operator, Process VRP, Grade and Pack VRP, Tank Line VRP, NBL VRP, Bench and Battery VRP and Plastics VRP.

The steps to be followed under the guidance of the H.R. Manager are as follows:

- A** When it becomes necessary to reduce the number of employees in any classification the employees within the classification (and all resulting displacements) may exercise their seniority as follows.
1. The affected employee(s) may opt to take voluntary lay-off at the time of his/her displacement.
 2. The affected employee(s) may displace a junior employee who holds the same position provided the employee bumped is the least senior in that position on the crew or

shift. This step will be mandatory in the event an entire shift or crew is eliminated.

3. The affected employee(s) may elect to displace the least senior employee(s) working the same shift (day shift or night shift) in their classification. In the event the employee is unable to perform the job the employee will be placed on layoff and will retain recall rights and any job bid rights the employee may have in accordance with Article 20.
4. If the last employee displaced pursuant to A(2) is not the least senior in the classification he/she may elect to displace the least senior employee in the classification provided no training is required.
5. Employees may exercise their rights in (B) below.

B Employees displaced from their classification (and all resulting displacements) may exercise their rights as follows:

1. The affected employee(s) may opt to take voluntary lay-off at the time of his/her displacement.
2. The affected employee(s) may displace a junior employee who holds the same position provided the employee bumped is the least senior on the crew or shift.

3. The affected employee(s) may elect to displace the least senior employee(s) plant-wide.
 4. The affected employee(s) may elect to displace the least senior employee in the most recent existing position that they previously held in which he/she has adequate seniority, on any shift or crew. Provided however the employee requires a maximum of forty-two (42) hours training. In the event the employee is unable to perform the job within the forty-two (42) hours above, the employee will be placed on layoff.
 - a. Employees displaced pursuant to (4) above may exercise their rights under Section 3 (B)(1-2-3 or 4) of this Article.
 - b. Employees displaced pursuant to (4)(a) above may exercise their rights under Section 3 (B) (1, 2 or 3) of this Article.
 5. If the last employee displaced pursuant to B(4) is not the least senior in the classification he/she may elect to displace the least senior employee in the classification provided no training is required.
- C** Employees exercising their rights in subpart "B" above will be afforded the following opportunities;

1. Employees exercising their rights under Section 3 (A)(1) or (B)(1) of this Article will be granted one (1) job bid in addition to any job bid(s) they may have the right to exercise under Article 20 of this Agreement.
 2. Employees taking voluntary lay-off will retain their right to bid on open positions and have recall rights for a period of twenty-four (24) months.
- D. The company will when ever possible allow employees based on seniority to volunteer for temporary layoffs that will not result in bumping/ additional training and the duration will be no longer than 60 days. After completion of this voluntary layoff the employee will return to their original job.
- E Employees who were displaced or reassigned in accordance with this Article and are still working inside the company, or those employees who are on layoff, will be returned to their original job, consistent with seniority, when work becomes available.
- 1 During the period of displacement, the displaced employee retains the right to bid. However, should he not be able to successfully perform the bid job, he shall be returned to the former job and will be frozen on that job for twelve (12) months from the date of the bid.
 - 2 If, during the period of displacement or layoff, the employee receives another job through the regular bidding procedure, he

will have the option of accepting recall to his original job or remaining at his newly bid job, providing he has satisfactorily met all the requirements of that job.

- 3** To avoid a delay in returning employees back to work, each employee is responsible for and must keep his correct address and telephone number filed with the H.R. Department. Failure to have a correct address and telephone number on file in the H.R. Department will result in his being passed over for recall until such time as the employee files his correct address and telephone number with the H.R. Department.
- 4** Employees will be notified by certified mail and will be given a maximum seventy-two (72) hours (three (3) days), including Saturdays, Sundays, or holidays, from the time notice of recall is received, to report to the H.R. Department whether or not they are accepting recall at that time. Employees accepting recall must return to work within three (3) days after notifying the Company of their intent to return to work, unless their failure to return is due to illness or disability, substantiated by a physician's report, a death in the family or jury service.

Employees failing to comply with these requirements will be terminated or released as a voluntary quit, depending on the circumstances.

- 5 An employee who has not been recalled within twenty-four (24) months or length of service, whichever is less, shall be considered terminated. In addition, any employee not returned to his regular job within twenty-four (24) months will remain in his present job, and said job will be considered permanent for all seniority purposes.
- F** Definition of Divisions – Mansfield Plumbing Products is composed of the following Divisions for reduction in forces and job displacement:
- 1 China Operations
 - 2 Fittings Operations
 - 3 Skilled Operations
- G** **Employee Recall Procedure**
(Restored positions or displaced employees vacating a position)

- 1 Openings Caused by Move Backs
 - a) First determine if the employee originally on the job (that is open) had or would have had sufficient seniority to remain in the plant. If so, then he returns to his original job.
 - Any resultant opening would then be filled by reapplying step “a” above.
 - If applying step “a” (above) does not fill the opening then the opening will be placed for

bid. However, any employee awarded a bid in this provision, that was originally displaced from the job classification, will not have that bid count against them for the purpose of job change frequency.

- b)** If the opening is not filled through the bidding procedure then it will be offered to laid-off employees in seniority order with the most senior laid-off employee being offered the position first. If he/she declines, the opening will then be offered to the next most senior laid-off employee, and continue until the position is filled. Once this procedure reaches the least senior employee on lay-off, he/she must accept recall or he/she will considered to have voluntarily terminated their employment.

2 Openings Caused by Non-Displaced Employees vacating their position (e.g. terminating employment, bidding etc.)

- a)** These openings will be filled by the normal bidding procedure unless the Company has eliminated the position.

H Benefits Afforded Laid Off Employees

- 1** In the event a reduction in forces becomes necessary, the following benefits will be provided employees on layoff at the same cost being paid by active employees.

- a) Group medical coverage for a period of two (2) months from the date of layoff.
- b) Life insurance coverage for a period of two (2) months from the date of layoff.
- c) Accidental death for a period of two (2) months from the date of layoff.
- d) An employee will be eligible for holiday pay provided his/her last scheduled day before or first scheduled day after the holiday is within fourteen (14) calendar days of the holiday (but not both).

2 COBRA benefits available after “1” (above).

3 To retain these benefits, the employee must make his normal insurance premium payments to the H.R. Department for the first two months and COBRA rates thereafter if COBRA coverage is selected.

4 Should full-time employment be secured elsewhere, the employee must notify the H.R. Department immediately. Failure to do so will affect his recall rights.

I In the event a reduction in forces occurs within a skilled level 1 classification, the least senior employee who has not met the minimum qualifications will be displaced. If all employees within the classification have met the minimum qualifications the least senior will be displaced.

**Section 4 JOB ELIMINATION NEW
 TECHNOLOGIES & MECHANIZATION**

When jobs are eliminated because of new technologies, a discontinued product line or mechanization of a process itself the Company will make every attempt to notify the affected employees in advance of the pending change. During this period of time, the employees are encouraged to find other work via the job bid system. Any employee who bids to another job within one-hundred and fifty (150) days of the actual elimination will not be moved to the new job until the actual job elimination occurs.

As an incentive to encourage the employee to bid to other work during this period prior to the employee being displaced in first paragraph of this section, the employee will be granted one (1) additional job bid.

In the event that new technologies are introduced in which new positions are created and existing positions are eliminated, the newly created positions will be offered to qualified, capable and available displaced employees, in seniority order, within the department that the modifications are taking place.

**ARTICLE 22
GRIEVANCE AND ARBITRATION
PROCEDURE**

Section 1

For the purpose of this Agreement, a grievance is defined as a dispute with respect to an alleged violation by the Company of this Agreement. No grievance shall be considered unless it is submitted and processed in accordance with the procedures and time schedules set forth in this Agreement. If any grievance arises

between the Company, the Union, or an employee, it is understood and agreed that the employee involved should continue to perform the work in question unless it will endanger his life, limb, or safety of other employee(s).

Section 2

Step 1 The aggrieved employee must first discuss the grievance formally with the supervisor for the purpose of settling differences in the simplest and most direct manner. If the grievance is not resolved in five (5) calendar days from the time the employee knew, or reasonably should have known of the occurrence of the event giving rise to the grievance;

Step 2 The employee will reduce the grievance to writing. The grievance will be given to the Department Manager within ten (10) calendar days from the time the employee knew, or reasonably should have known of the occurrence of the event giving rise to the grievance.

The written grievance should state;

- the date of the occurrence of the event being grieved;
- the specific facts on which the grievance is based;
- the specific provision of the agreement alleged to have been violated;
- and the remedy requested.

In the event the grievance is not resolved in Step 1, the employee, Union Steward and/or the Local Business Agent will meet with the respective Department Manager and a Human Resource Representative for resolution, within ten (10) calendar days (unless otherwise mutually agreed).

Either party to this Agreement will have the right to place a grievance on hold at steps 1 or 2 of the grievance procedure in order to further investigate the grievance. However, such a hold shall not unreasonably delay the grievance procedure.

In the event of leaves of absence and/or vacation, the above time periods may be extended for an equivalent amount of time.

Section 3

Upon mutual agreement between the Union and the Company, the parties may, within fifteen (15) days following the Step 2 hearing, agree to use the Federal Mediation and Conciliation Service as a means of mediation in an attempt to find resolution to the grievance.

In the event the parties fail to arrive at resolution, the Union may, within thirty (30) calendar days of this step, serve upon the Company written notice of the intent to submit the matter to arbitration.

Section 4

Whenever the parties do not mutually agree to utilize the FMCS in Section 3 above, the Union may invoke arbitration by serving upon the Company written notice of the intent to submit the matter to arbitration within

thirty (30) calendar days after the answer provided in Step 2 of the grievance procedure. In the event a grievance is not resolved and the Union does not submit written notice of intent to arbitrate within thirty (30) calendar days the grievance shall be deemed withdrawn. Any grievance not arising during the term of this Agreement shall not be subject to arbitration.

Section 5

All the limits herein will be strictly construed, unless mutually extended by the parties in writing. Any grievance not submitted within the specified time limits will be considered as having been automatically withdrawn and will not be eligible for further consideration.

Section 6

To select an arbitrator, the Union shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators from the National Academy of Arbitrators from which to select the arbitrator. In selecting the arbitrator, each party shall alternatively strike names from the list and the remaining name shall be the arbitrator. The party requesting the arbitration shall strike first. In the event either the Union or the Company is dissatisfied, for any reason, with the panel of arbitrators, a second panel shall be requested from the FMCS.

Section 7 Authority of the Arbitrator

The arbitrator so selected will schedule a hearing at a mutually convenient date. The arbitrator shall have no power to alter, amend, change, add to or subtract from or modify any of the provisions of this Agreement or any other Agreement made supplementary hereto but shall only determine whether or not there has been a

violation of the Agreement in the respect alleged in the grievance. The arbitrator has no authority to decide a grievance which is not submitted to him in accordance with the procedures specified in the Agreement; the arbitrator has no power to substitute his discretion for that of management except where management may have contracted away its right to exercise its discretion; no more than one grievance can be submitted for arbitration at the same time except that grievances arising out of identical facts may be heard together by agreement; no event which occurred prior to the effective date of the Agreement or following its expiration may be subject to arbitration.

In any dispute between the parties concerning any wage rate or piecework applicable to a new job, classification or piece rate established during the term of this Agreement or to substantially changed job duties or requirements the arbitrators' authority shall be specifically limited to determine whether the new rate is established consistent with the provisions of this Agreement. In no event may an arbitrator set a rate.

The decision of the arbitrator shall be final and binding upon all parties to the dispute.

Section 8 Expenses of the Arbitrator

The compensation of the arbitrator and his expenses incidental to the arbitration shall be shared equally by the Company and the Union.

Section 9 Expenses of the Parties

Each party shall be responsible for all expenses incurred by it in the presentation of its case including the payment of witnesses. Either party may at its option and its own expense have the arbitration proceedings

reported and transcribed.

Section 10

In any case of a suspension pending termination of an employee, the Company will immediately notify the Union and a meeting will be held with a Company representative, Union representative and the employee within three (3) scheduled working days of the suspension pending termination. The company will provide a final determination to the employee and/or the Union within seven (7) calendar days. In the event the Union intends to pursue the matter, a grievance must be filed within five (5) calendar days of final notification. A grievance filed on a discharge will revert to the third (3rd) Step of the grievance procedure.

Section 11

Without mutual written agreement to the contrary, only one grievance involving a single employee shall be heard at any one arbitration hearing by any one arbitrator; provided, however, where multiple grievances involve the identical factual and contract interpretation issues, such identical grievances shall be presented to the same arbitrator.

Section 12

The discussion and processing of grievances shall take place outside the regular working hours. However, if authorized or requested by the Company, meetings may be held during working time without a loss of pay to employees attending the meeting.

Section 13

The Union will provide the names of all employee witnesses who are scheduled to work at the Company no later than five (5) working days before the hearing.

Should an arbitration result in an order of reinstatement of a discharged employee, all back pay as ordered in the arbitration decision will be limited to twelve (12) months of normally scheduled hours including overtime and will be offset by any other compensation received by the employee during this period. The Company and the Union agree not to unreasonably delay the arbitration procedure and will make every attempt to obtain a decision within twelve (12) months.

Section 14

The Company shall issue all disciplinary action within ten (10) calendar days, from the time the Company knew or reasonably should have known of the event giving rise to the discipline. In the event the Company cannot readily determine if or what discipline may be warranted, the Company will notify the Local Union, within the above mentioned time period, of the need to further investigate the incident prior to making a determination. In the event of leaves of absence and/or vacation, the above time period may be extended for an equivalent amount of time.

ARTICLE 23 LEAVES OF ABSENCE

Section 1 Military Leave

The Company agrees that it will grant a military leave of absence to any employee, other than a temporary employee, who enters the Armed Forces of the United States or who is a member of the Reserves or National Guard in compliance with all federal and state laws. A military leave of absence is without pay. An employee who is a member of any Armed Forces Reserve or National Guard unit and who is required to take an

annual two week training program may use earned vacation time in place of all or part of the military leave of absence, and be paid in accordance with the Company's vacation policy.

Section 2 Jury Duty

An employee who has completed his Trial Period with the Company who is required to be absent from work on a regularly scheduled work day in order to serve as a juror, shall be granted time off and pay for those hours for which he is absent from work for this reason at his regular straight time base hourly rate of pay then in effect, if he is an hourly rated employee or his applicable average earnings based on the previous pay period if he is an incentive paid employee (excluding shift premium) not to exceed the normal scheduled hours for the day such leave is granted.

Pay for such time lost from work shall in no event exceed a total of twenty (20) workdays or part of days in any calendar year.

The provisions of this "Jury Duty" Section, shall not apply in case of jury duty on any day during which the employee is not scheduled to work, including holidays, vacation periods, authorized leaves of absence, layoffs, Saturdays or Sundays, during strikes nor in instances where the employee has volunteered for jury duty.

To be eligible to receive pay for time lost from work because of jury duty, an employee must notify his supervisor not later than forty-eight (48) hours after he receives notice to report for such jury duty and must provide the Company, within one (1) week following the completion of jury service, with a statement filed by an official of the Court of the time of reporting and the time of dismissal from jury service on each day for which a

jury duty allowance is claimed.

Section 3 Bereavement Leave

In the event of the death of a spouse, child, parent, sister, brother, employee's grandfather, employee's grandmother, father-in-law, mother-in-law, grandchild, step-parents or step-child, such employee will be granted up to three (3) scheduled work days leave with pay.

Trial employees shall not be eligible for bereavement pay. Daily payment will be a maximum of eight (8) hours or twelve (12) hours (in the case of continuous operations employees) at the employee's regular straight time hourly rate (previous pay period). No bereavement pay will be made for days or hours which the employee was not scheduled to work.

Up to three (3) days off will be allowed within the period of time from death of, and through the day of the funeral of the immediate family member. Bereavement pay will not be allowed for any day on which the employee is scheduled to be off due to vacation, holiday, leave of absence or non-scheduled. On a case by case basis, the Company will consider granting emergency leave to an employee who needs additional time beyond that granted under this Section.

The Company may require an employee to provide evidence of death and kinship.

Section 4 Family Medical Leave

The Company will comply with the provisions of FMLA and administer the same consistent with the Company's existing policy. However, the Company will not mandate an employee to use vacation while on medical leave as defined by the Act.

Section 5 Union Leave of Absence

An employee elected or appointed to a full time office in the International Union or Local Union shall be granted a leave of absence without pay or benefits by the Company during the period of such employment. Upon date of return to the bargaining unit, the employee will regain his total Company Seniority. Not more than two (2) employees may be on such leave at any one time.

Section 6 Emergency Leave of Absence

Upon the written request of the employee, the Company will give consideration to granting an unpaid leave of absence, up to ninety (90) days in any one (1) calendar year, for a personal emergency. Such decision will be at the sole discretion of the company and will not be subject to the grievance/arbitration procedure.

Section 7 Return from Leave

Employees on any type leave of absence must report a minimum of weekly on their status and intent to return to work unless a longer period is allowed at the sole discretion of the Company. The Company may require any employee returning from any type of leave of absence to submit to a physical examination and drug screen prior to return to work at the employer's expense. Such certification must be provided prior to return to work. If the employee does not report back to the Company at the end of the time specified for the leave of absence, the employee will be considered as having voluntarily terminated.

ARTICLE 24 MEDICAL BENEFITS

Section 1

Medical Benefits will be offered to employees consistent with the terms and conditions defined in the Benefit Summary.

Section 2

The Company and employee will share in the costs incurred in such plan.

Section 3

Employee contributions for each year will be determined by the Company based on the previous year's experience. Employee contributions will be adjusted effective April 1 of each year. The Company will provide additional funding for medical insurance as follows:

- Year 2 - \$93,000,
- Year 3 - \$119,000,
- Year 4 - \$151,000,
- Year 5 - \$184,000.

The employee's contribution as of 6/8/2008 to 3/31/2009 is as follows;

| | |
|----------|------------------|
| Employee | \$32.82 per week |
| Family | \$65.64 per week |

Section 4

The Company will provide the Union with the data used to calculate the employee's annual contribution.

Section 5

A Health Expense Reimbursement Account (Section 125 Flex Savings Plan) will be available to employees covered by this Agreement. All monies contributed to this account shall be deducted from the employee's paycheck prior to Federal Income Tax withholdings.

ARTICLE 25 DENTAL BENEFITS

Section 1

Dental benefits will be offered to employees consistent with the terms and conditions defined in the Benefit Summary.

Section 2

The Company and employee will share in the costs incurred in such plan.

Section 3

Employee's contributions for each year will be determined by the Company, based upon the previous year's experience. Effective the first year of the Agreement the rates will be as follows:

EE only \$3.00/Month

EE + 1 \$6.50/Month

FAM \$11.00/Month

ARTICLE 26 LIFE INSURANCE

Section 1

The Company shall provide employees with \$17,000 life insurance coverage at no cost to the employee.

ARTICLE 27

WEEKLY SICKNESS & ACCIDENT BENEFIT

Section 1 Benefit

The Sickness & Accident (S & A) Benefit is designed to provide, at no cost to the employee, short-term earnings in the event he or she cannot work due to non work related illness or accident.

Section 2 Waiting Periods

There is a seven (7) day waiting period for benefits to commence for any illness that does not require overnight hospitalization. Benefits for an accident start the day of the injury.

Section 3 Paid Benefits

Paid Benefits, based on a seven (7) day week, are paid at the rate of \$30.00 per day or \$210 per week.

Section 4 Benefit Period

S & A weekly benefit payments are available for a maximum of twenty-six (26) weeks. Successive periods of disability will be treated as one period unless between periods of disability due to the same or related cause the employee returns to full-time work for at least ninety (90) consecutive work days.

Section 5

Disability due to injury or sickness connected with employment is not covered. These claims would be considered for payment through the Worker's Compensation Plan. Any payments made under this plan for a period in which the employee collects worker's compensation benefits will be deducted from

the employee's worker's compensation payments. In addition, any intentionally self-inflicted injury will not be covered.

ARTICLE 28 LONG TERM DISABILITY

Section 1

The Company shall provide employees with the opportunity to purchase, through payroll deduction, long term disability insurance at the actual rate charged by the carrier. This election shall be made each June to be effective the following July 1. Rates for the twelve (12) month periods are established by the carrier and will be effective each July 1.

Section 2

Benefits are as described in the Benefit Summary.

ARTICLE 29 PAID HOLIDAYS

Section 1

The following holidays shall be recognized as they occur during the calendar year:

- New Year's Day
- Good Friday/(Easter for continuous)
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Eve
- Christmas
- Day after Christmas
- New Year's Eve

However, during the first year of this Agreement, the Day after Christmas Holiday (12/26/2008), New Years Eve Holiday (12/31/2008) and New Years Day Holiday (01/01/2009) will not be paid holidays and as a result, the Company will contribute an additional one-hundred fifty-three thousand dollars (\$153,000) toward the costs of medical insurance as referenced in Article 24, section 3. In addition, the Company will not contest unemployment the weeks ending 12/27/2008 and 01/03/2009 unless the employee is otherwise ineligible due to compensation received by other means.

Section 2

Eight (8) hours will be paid at the employee's regular straight time hourly rate for each worked or un-worked holiday.

Section 3

If an employee is not scheduled to work on a holiday, the right to receive holiday pay is solely contingent upon the employee working his last scheduled day before or first scheduled day after the holiday, provided the employee has a scheduled workday within fourteen (14) calendar days on either side of the holiday.

Section 4

A ninety (90) day period of consecutive employment (completion of Trial Period) is required to be eligible to receive pay for a holiday.

Section 5

The rate of pay for the holiday will be the employee's regular straight time rate for the week proceeding the holiday times eight (8) hours.

Section 6

Unless otherwise mutually agreed, holidays for continuous operations employees will be observed on the actual day of the holiday. For non-continuous operations employees' holidays falling on Saturday will be observed on either Friday or Saturday and holidays falling on Sunday will be observed on either Sunday or Monday.

Section 7

Payment for the holiday will be issued with the pay of the week following the holiday.

Section 8

Holiday pay will not be paid to any employee who fails to work on a holiday when assigned to do so unless his absence is due to Bereavement Leave, Jury Duty, Military Duty, scheduled vacation or absence verified by a written doctor's excuse necessitating the absence.

Section 9

When a holiday occurs while an employee is on vacation, the employee shall receive the holiday pay and no additional time off will be scheduled. Holiday pay shall be considered as hours worked for the computation of overtime.

Section 10

Work performed on a holiday will be compensated at time and one half the regular straight time hourly rate for all hours worked on the holiday.

Section 11 Anniversary Day Benefit ***(Employees with 20 years service)***

An employee on an (non-continuous) shift schedule

will receive a scheduled day off with pay to be taken on the employees' actual anniversary date (unless mutually agreed otherwise with his/her supervisor). If the employee works on his anniversary day, then he will not receive time and one-half for work performed. If the employee takes the day off, then the eight (8) hours of pay will count toward the accumulation of overtime for the week.

An employee on a continuous shift schedule will not receive a scheduled day off. Instead, he will receive an additional eight (8) hours of pay whether worked or not, during the week the employee celebrates the anniversary day. These eight (8) hours will not count as hours worked for the purposes of calculating overtime, nor shall work performed on the anniversary day be paid at time and one-half.

ARTICLE 30 VACATIONS

Section 1

The vacation benefit year will run from July 1st of each year through June 30th of the following year. Vacation time earned will be in accordance with the schedule in Section 4 of this Article.

Employees will be paid for vacation that they have earned when they actually take the vacation time. In the event an employee does not take all of his earned vacation time during the vacation benefit year, the employee will receive the balance of his vacation pay the first pay period following the end of the vacation year.

If an employee does not use all of his earned vacation time within the vacation benefit year, he will forfeit the

vacation time but will still receive the vacation pay. In addition an employee may request pay in lieu of time off prior to the end of the vacation benefit year as long as he/she has scheduled and will take a minimum of forty (40) hours vacation. The Company will not be obligated to process more than 400 vacation hours per calendar week under this paragraph.

Upon termination of employment, an employee's accrued vacation pay will be calculated at one-twelfth the vacation pay due for each month worked during the preceding year.

Section 2

The hourly vacation pay rate will be the average hourly rate for the twelve (12) months preceding the second regular pay of June excluding unworked holiday pay, overtime premium and vacation pay. Vacation hours and other hours not actually worked do not count toward the calculation of overtime.

Section 3

Regular full-time employees must actually work a minimum of one thousand and forty one hours (1041) straight time hours during the twelve (12) months immediately preceding each July 1 to receive a full vacation payment. Less than one thousand and forty one hours (1041) hours actually worked will result in a pro-rata payment. (Actual hours worked divided by 2080).

Section 4

Vacation time will be paid based upon the following schedule consistent with Sections 1 through 3 of the Article:

| <u>Time Employed</u> | <u>Vacation Hours Pay</u> |
|--------------------------|---------------------------|
| 6 mos. to < 1 yr..... | 24 |
| 1 yr. to < 2 yrs..... | 40 |
| 2 yrs. to < 3 yrs..... | 48 |
| 3 yrs. to < 10 yrs..... | 80 |
| 10 yrs. to < 17 yrs..... | 120 |
| 17 yrs. to < 25 yrs..... | 160 |
| 25 yrs. or more | 200 |

Section 5

The vacation selection period will be from March 1st through April 15th. for the next vacation year starting July 1.

Effective March 1, 2009 the following selection procedure will be implemented. Vacation selection shall be in two (2) segments.

During the first (1st) segment, employees in seniority order will be allowed to select up to two (2) weeks of vacation. For non-continuous employees a vacation week is your normally scheduled work week. For continuous employees a vacation week is a minimum of thirty (30) hours up to forty-two (42) hours and an additional vacation day may be requested for scheduling needs as long as it is connected to the calendar week requested. Before the (2nd) segment all employees may select one (1) week of there remaining vacation in normally scheduled work week increments as defined above.

After completion of the first (1st) selection segment all employees in seniority order may select all remaining hours of vacation that have not been

scheduled.

Vacation period scheduled outside of the selection period will be allotted on a first come first serve basis. However, the final right to allot vacation periods and to change same is reserved to the Company to assure the orderly operation of the plant. However, the Company may not unilaterally change an employee's vacation schedule that is scheduled during the selection period.

Any changes to scheduled vacation, after the selection period are at the sole discretion of the Company.

Section 6

All vacation time shall be scheduled in advance. Time off will be scheduled in hours and shall be taken in full shift increments. At the total discretion of the supervisor an employee may request vacation time in one-half (1/2) shift increments. Vacation time scheduled for one-half (1/2) of the employee's shift or less will be charged in hours equal to one-half (1/2) the employee's shift. Vacation time scheduled for more than one-half (1/2) the employee's shift will be charged in hours equal to the employee's full shift. Employees working continuous shifts may be permitted to take non-compensable time off to finish out paid vacation time. This time off will be scheduled through the supervisor, who has total discretion.

Section 7

Vacation time not scheduled nor used in one vacation year shall be forfeited and shall not be used in any subsequent vacation year.

ARTICLE 31 PENSION

Section 1

Mansfield Plumbing Products, LLC has amended the Mansfield Plumbing Products, LLC Retirement Plan for Hourly Employees (the "Plan"). Under the Plan's current benefit formula, a participant's monthly normal retirement benefit, payable as a life annuity beginning at age 65, is defined as follows:

\$21.00; multiplied by Years of Credited Service:

Effective July 31, 2008, the Plan has been amended to eliminate future benefit accruals. Under the Plan as amended, a participant's normal retirement benefit will be determined based on their service through July 31, 2008.

The Plan Sponsor reserves their rights to amend or terminate the plan in the future. In the event of termination, the Plan Sponsor must fully fund the Plan to cover the amount of the participants' accrued benefits under the Plan.

ARTICLE 32 401(k) SAVINGS PLAN

Section 1

The employees covered under this Agreement are eligible to participate in the Employee Savings Plan for Ohio Hourly Employees consistent with the terms and conditions outlined in that Plan. All costs associated with the administration, legal, etc. of the plan are distributed among the plan's participants with the Company assuming no costs after the initial start up.

ARTICLE 33 WAGES

Section 1

The wage rates shown in the attached "Wage Schedule" shall remain in effect during the term of this Agreement.

Section 2

Each employee shall be required to meet reasonable standards of production as established by the Company as a condition of employment.

Section 3

If an employee who has been injured on the job to the extent that he is temporarily not able to perform his regular duties is offered a fill-in job he is capable of handling, and has the concurrence of his physician, he shall be offered available temporary work and advised of the rate of pay offered for the job. Should he refuse such work, his ability to receive weekly disability benefits will be determined under the workers' compensation law.

Section 4

An employee who, because of the onset of an occupational injury or industrial illness, is prevented from completing the balance of his shift will be paid for the balance of such shift at his regular straight-time hourly rate provided that such payment together with wages paid for hours worked on such day shall not exceed his scheduled hours at his regular straight-time hourly rate.

Section 5

Should an employee become incapable of performing

the essential functions of his current work assignment, the Company will attempt to reasonably accommodate the employee except where such reasonable accommodation will constitute a direct threat to the health or safety of the employee or others or will impose undue hardship on the operation of the Company's business. Such reasonable accommodation will maintain the employees shift and hours whenever possible.

In the event a reasonable accommodation is not possible, the Company will place the employee on layoff.

Section 6

In the event the Company establishes a new classification or revises an incentive or piecework standard or revises an existing classification properly coming within the bargaining unit described in Article 2, the Company shall notify the Local Union of such classification and its proposed rate or standard. In the event the Company time studies the position and uses that time study to establish a new classification or revises an incentive or piecework standard or revises an existing classification, the Company will provide the Union a copy of that time study. Upon written request, made by the Union within 15 days after receipt of such notice, the Company shall meet and discuss with the Union said rate of pay or standard in line with the existing wage structure. The Company may then put into effect the new rate or standard/piecework applicable. Any dispute concerning the appropriateness of a new rate or standard may be the subject of a grievance. Work shall continue uninterruptedly in such new or revised job at the rate/standard determined by the Company notwithstanding pendency of the grievance.

Section 7

Each employee shall utilize all downtime for the purpose of keeping his equipment and work place clean and orderly. (Downtime means time when an employee cannot perform his regular assigned productive work for reasons such as equipment breakdown, production line stoppage, lack of parts or materials, or any other temporary situation which keeps the employee from performing his assigned operation or duties unless he is assigned to perform other temporary duties by his supervisor).

Section 8

When the Company is not able or determines it not necessary to utilize an employee on his regular assignment, the employee shall perform any other work to which he is assigned at the rate of the job so assigned.

Section 9

When the Company schedules meetings, which employees are required to attend, employees will be paid at their regular rate of pay for all such time spent in meetings.

Section 10 Lead Personnel

Employees appointed by the Company as lead personnel will receive no less than fifty (50¢) cents per hour, in addition to their regular wages, while performing lead work.

Section 11

The Company and the Union agree that the annual evaluations for employees in Skilled Trade classes 2, 3 and 4, who have completed the one (1) year

probationary period, will occur in the month of January of each calendar year. The sole purpose of this provision is to clarify when the required annual evaluations shall occur.

Section 12 Incentive Plan

Current Incentive Plans will remain in place for the duration of this Agreement. Any changes to the current plans will be reviewed and justified with the Local Union.

ARTICLE 34 EMPLOYEE PURCHASES

Section 1

The Company will allow non-trial employees to purchase products manufactured by Mansfield Plumbing Products LLC for use only in the employee's primary residence at a discounted price.

ARTICLE 35 LABOR/MANAGEMENT COMMITTEE

Following the effective date of this Agreement, the Company and the Union agree to form a Labor/Management Committee to address issues that arise within the plant.

ARTICLE 36 DRUG & ALCOHOL TESTING

The parties are fully committed to a Drug Free Workplace, and therefore wish to provide clear guidelines for acceptable and unacceptable employee behavior. The consumption, transfer, offer to buy or sell, presence in

the body of, manufacture, distribution, possession, sale or use of illegal drugs, alcohol, hallucinogens, or drug paraphernalia by Mansfield Plumbing Products and its affiliated employees, while performing Company business is prohibited. Working under the influence of an illegal drug or unauthorized controlled substance, including alcohol is also prohibited.

The following provisions will become effective September 1, 2003.

Section 1 PURPOSE

Drug and/or alcohol testing is designed to protect all employees from the behaviors of substance abusers. The intent of this Article is to do nothing other than provide a safe and drug free workplace for all employees. To that end, certain protections are built within.

Section 2 TESTING

Drug and/or alcohol testing may be conducted on a pre-employment, random, return to work, reasonable suspicion, or post-accident basis. Employees who test positive or refuse to be tested will be subject to disciplinary action, as outlined in Section 4 of this Article. Employees must also understand that Worker's Compensation laws now provide that testing positive for alcohol or controlled substances, or refusing to submit to testing, may cause a complete loss of any potential worker's compensation benefits.

A. Post Accident Mandatory Testing

Testing for drugs and alcohol is mandatory for any employee involved in a work related accident severe enough to require offsite medical attention, or following a serious

accident involving damage to persons or property, including vehicles, equipment or other facilities, aside from normal product loss or routine human error.

B. Return to Work Testing

An employee will be required to submit to a drug and alcohol test prior to returning to work from a leave of absence that is two weeks or greater in length. This includes, but is not limited to, personal leaves, medical leaves, workers' compensation leaves, and leaves under the FMLA.

C. Random Drug Testing

All employees of Mansfield Plumbing Products will be subject to random drug/alcohol testing.

The number of employees subject to random testing will be consistent with DOT guidelines. Selection of individuals will be random, and their selection will be administered by an independent third party certified facility, discussed and agreed to between the Company and the Local Union. In the event a selected employee is absent on the random test day, the employee will be tested immediately upon return to work.

D. DOT Random Drug Testing

According to the Federal Department of Transportation (DOT) regulations, all employees that are required or elect to possess a commercial driver's license as part of their employment at Mansfield Plumbing

Products will be subject to random drug and alcohol testing as defined by DOT.

E. Reasonable Suspicion Testing

Upon reasonable suspicion, the Company will require an employee to be tested for drugs and alcohol. Reasonable suspicion is defined as an employee's observable action, appearance, or conduct that clearly indicates the need for a fitness-for duty medical evaluation.

The employee's conduct must be witnessed by at least two (2) supervisors, if available. The witnesses must have received training in observing a person's behavior to determine if a medical evaluation is required. When the supervisor(s) confronts an employee, a Union representative should be made available. If no steward is present, the employee may select another hourly paid employee to represent him.

Documentation of the employee's conduct shall be prepared and signed by the witnesses within forty-eight (48) hours of the observed behavior, or before the test results are released, whichever is earlier. In addition, a copy will be sent to the Local Union in a timely manner.

Under no circumstances will an employee, which is being tested for reasonable suspicion, transport themselves to a testing facility.

Section 3 EMPLOYEE PROTECTIONS

A. Employees who suffer from alcohol and/or

chemical dependence are strongly urged to seek rehabilitative treatment. Employees who have not voluntarily entered into rehabilitative treatment prior to testing, selection for testing, or the accident for which results in testing will be subject to disciplinary action as described in Section 4 of this Article. Additionally, counseling is available, free of charge, by an Employee Assistance Professional (EAP) through the Company Employee Assistance Program. This counselor will recommend any necessary rehabilitative treatment, which may be covered by the Company's health benefits. EAP contact information is available from Human Resources, your supervisors, your Union Steward and is posted throughout the plant. Employees entering into rehabilitative treatment will also be eligible for the Weekly Sickness & Accident benefit as defined in Article 27 of this Agreement.

- B.** All employee records such as testing results and referrals for assistance will be kept strictly confidential. Any management employee that violates an employee's confidentiality will be held accountable for such action.
- C.** All employee notifications during the random testing procedures will be made as confidentially and discreetly as possible. Employees will be notified at the start of their shift that they have been selected for random testing. These employees must report immediately to be tested, either to the dispensary or to the testing facility. All testing will occur during an employee's shift, and

therefore employees will be compensated during such time as they are being tested. In the event of extraordinary circumstances in which testing extends beyond an employee's work shift, that employee will be compensated at their regular rate of pay.

- D.** All tests will consist of a qualitative, initial screening test. If the initial test is non-negative, then a second, quantitative test will be given. Cutoff screening levels for all drugs and alcohol are established based on the federal DOT guidelines and are administered equally to all employees.
- E.** Collection of urine and breath testing for initial screening tests will be done either at a local clinic or hospital, or by the nurse in the dispensary and will follow Department of Transportation guidelines to insure an individual's privacy.
- F.** The employee will provide his or her specimen in a stall or otherwise partitioned area that allows for privacy. The Company agrees to recognize all employees' rights to privacy while being subjected to the collection process at all times and at all collection sites. Further, the Company agrees that in all circumstances the employee's dignity will be considered and all necessary steps will be taken to insure that the entire process does nothing to demean, embarrass or offend the employees unnecessarily. All procedures shall be conducted in a professional, discreet and objective manner.

- G.** If a non-negative result is obtained, the employee will be transported to the local clinic or hospital for the second test, if not already at the appropriate facility. In the event the employee is unable to produce a sufficient urine sample, the employee will be directed to drink fluids, not to exceed forty (40) ounces distributed reasonably over a period not to exceed three (3) hours or until a sufficient specimen is provided, whichever occurs first. The same procedure will apply if the employee is required to produce a second urine specimen.
- H.** Because of the consequences that a positive drug and/or alcohol test result has on an employee, the Company will employ a very accurate, two-stage testing program for both drugs and alcohol.

1. DRUG TESTING:

All urine specimens used to confirm the initial screening will be collected at the clinic or hospital and then analyzed by a highly qualified independent laboratory. The laboratory used must be certified by the Department of Health and Human Services (HHS) and must follow usual chain-of-custody procedures. All samples will be tested according to DOT drug testing requirements.

The two-stage testing initially uses an immunoassay to determine levels of drugs or drug metabolites. The following initial cutoff levels shall be used when

screening specimens to determine whether they are negative for these five (5) drugs or drug classes.

| Substance | Initial Test Level (ng/ml) |
|-----------------------|---------------------------------------|
| Marijuana Metabolites | 50 |
| Cocaine Metabolites | 300 |
| Opiate Metabolites | 2000 |
| Phencyclidine | 25 |
| Amphetamines | 1000 |

These substances and test levels are subject to change by the Department of Transportation as advances in technology or other considerations warrant.

All specimens identified as positive on the initial test must be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff values listed. The following cutoff levels shall be used to confirm the presence of drugs or drug metabolites:

| Substance | Confirmatory Test Level (ng/ml) |
|----------------------|--|
| Marijuana Metabolite | 15 |
| Cocaine Metabolite | 150 |
| Opiates: | |
| Morphine | 2000 |
| 6-Acetylmorphine | 10 |
| Codeine | 2000 |
| Phencyclidine | 25 |

| | |
|-----------------|-----|
| Amphetamines: | |
| Amphetamine | 500 |
| Methamphetamine | 500 |
| MDMA (ecstasy) | 500 |
| MDA | 500 |
| MDEA | 500 |

2. ALCOHOL TESTING:

All alcohol testing used to confirm the initial screening will be collected at the clinic or hospital by a Breath Alcohol Technician (BAT), who has been trained in the use of the Evidential Breath Testing (EBT) device, in a course equivalent to the DOT's model course. All samples will be tested according to DOT drug testing requirements.

The two-stage testing uses an Evidential Breath Testing (EBT) device to determine levels of alcohol. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for alcohol:

Breath Alcohol Levels:

Less than 0.02 - Negative

0.02 and above - Positive
(Requires Confirmation Test)

All specimens identified as positive on the first EBT test, showing an alcohol concentration of 0.02 or higher, shall be confirmed using an EBT that is capable of providing a printed result in triplicate; is capable of assigning a unique and

sequential number to each test; and is capable of printing out, on each copy of the printed test result, the manufacturer's name for the device, the device's serial number, and the time of the test.

A confirmation test, to confirm the first EBT test, must be performed not sooner than fifteen (15) minutes after the first EBT test, but not more than thirty (30) minutes after the first EBT test.

The following cutoff levels shall be used to confirm the presence of alcohol:

Breath Alcohol Levels:

Less than 0.02 - Negative

0.02 and above - Positive

Once the Company receives the results, the employee will immediately be notified and provided a copy of the results.

- I. Legally prescribed and administered drugs in an employee's system, at appropriate and prescribed levels will not constitute a violation. However, if a drug is prescribed by a physician that, according to the drug's indications or the prescribing physician's instructions, may cause an impairment that constitutes a direct threat to the health or safety of the employee or others, the employee must, before reporting to work, present sufficient proof from either a pharmacist or physician stating the effects of the drug that may cause an impairment constituting a direct threat to the employee or others. In such situations the Company will

evaluate the impairment. The Company may place the employee on a medical leave of absence or transfer the employee to another job, until such time that they have discontinued use of the medication. Employees placed on a medical leave of absence will be eligible for the Weekly Sickness & Accident Benefit as defined in Article 27 of this Agreement.

Section 4 DISCIPLINE

A. Post Accident Testing, Return to Work Testing, Random Testing, DOT Random Testing

A positive test, as outlined in Section 2 of this Article, will subject the employee to the disciplinary action contained in this subsection. In addition, refusal to submit to testing will be treated as a positive test and will also be subject to disciplinary action pursuant to this subsection.

Any employee that tests positive for drugs or alcohol, as described above in Section 2, subsections A, B, C, and D or that refuses to submit to testing will be subject to the following discipline:

1. Controlled Substance

1st Positive Test or Refusal:

Such employee will be required to submit to evaluation by an Employee Assistance Professional (EAP) within ten (10) days following notification of a positive test. The employee will then have fifteen (15) days to enter into any recommended

rehabilitation program. The employee will not be eligible to return to work until the employee produces a negative drug and/or alcohol test, is released by EAP and is in compliance with any recommended treatment. The employee will also be subject to mandatory surprise testing for twenty-four (24) months. Any positive test during the 24 month period will result in termination. In addition, any other positive test, or refusal which occurs, pursuant to Section 3 above, within five (5) years from the date of the employee's first positive test, will also result in termination.

2nd Positive Test or Refusal: (within 5 years):

Termination

2. Alcohol Testing:

1st Positive Test 0.020 – 0.039:

An employee who is tested for Post Accident Testing, Return to Work Testing, Random Testing, DOT Random Testing and whose alcohol level is 0.02 to 0.039 will be suspended for one (1) day.

1st Positive Test 0.040 – 0.069:

An employee who is tested for Post Accident Testing, Return to Work Testing, Random Testing, DOT Random Testing and whose alcohol level is 0.040 to 0.069 will be referred to an Employee Assistance Professional (EAP) and

suspended for ten (10) calendar days.

1st Positive Test 0.070 and above or refusal:

An employee tested for Post Accident Testing, Return to Work Testing, Random Testing, DOT Random Testing who produces a positive test of 0.070 or above, or refuses to submit to testing, will be required to submit to evaluation by an Employee Assistance Professional (EAP) within ten (10) days following notification of a positive test. The employee will then have fifteen (15) days to enter into any recommended rehabilitation program. The employee will not be eligible to return to work until the employee produces a negative drug and/or alcohol test, is released by EAP and is in compliance with any recommended treatment. The employee will also be subject to mandatory surprise testing for twenty-four (24) months. Any positive test during the 24 month period will result in termination. In addition, any other positive test, or refusal which occurs, pursuant to Section 3 above, within five (5) years from the date of the employee's first positive test, will also result in termination.

2nd Positive Test or Refusal:

A second positive test for Post Accident Testing, Return to Work Testing, Random Testing, DOT Random Testing of 0.04 or above, or the refusal to submit to testing, is a dischargeable offense.

B. Reasonable Suspicion

1. Controlled Substance

Upon reasonable suspicion, an employee who is suspected of having engaged in prohibited conduct as defined above will be asked to submit to a drug and alcohol test. Any employee who tests positive for illegal drugs, or was under the influence of drugs or alcohol based on a reasonable suspicion test, will be subject to immediate discharge. A refusal to submit to reasonable suspicion testing will be treated as a positive test, and the employee will be subject to discipline, up to and including immediate discharge.

Any employee whose test is positive for a controlled substance, pursuant to the above tests, or that refuses to submit to testing, will be subject to the following:

1st Positive Test or Refusal:

Termination

THC (Marijuana Metabolites): At the time the urine specimen is collected, the employee may opt to also give a blood sample to determine if the employee is under the influence of a THC metabolite. If the employee takes this option, the blood sample must confirm positive presence for THC. If no positive is confirmed in the blood specimen, the employee will be suspended and offered an opportunity for rehabilitation as set forth in this Article. However, if there is

a second occasion where reasonable suspicion testing results in a positive urine test, the employee will then be subject to discharge without the option of the confirming blood test.

2. Alcohol Testing:

- An employee who is tested for reasonable suspicion and whose alcohol level is 0.02 to 0.039 will be suspended for one (1) day.
- An employee who is tested for reasonable suspicion and whose alcohol level is 0.040 to 0.069 will be referred to an Employee Assistance Professional (EAP) and suspended for ten (10) calendar days.
- A second positive test of 0.04 or above is a dischargeable offense.
- A positive test of 0.070 or above is a dischargeable offense.

ARTICLE 37 TERMINATION OF AGREEMENT

This agreement will become effective this 6th day of June 2008 and will remain in full force and effect until midnight, June 30, 2013, and for one year terms thereafter, unless written notice of termination will be mailed by either party to the other at least sixty (60) days prior to the end of the then current term. Such notice will be sent by certified mail.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have set their hands and seals this ____ day of _____ 2008.

FOR THE COMPANY

FOR THE UNION

Jim Morando

Larry Shaw

Victor Troha

Mike Markham

Phil Taggart

Wayne Taggart

Eric Young

John Burkhart

Paul Stover

Jack Zimmerman

NOTES

WAGE RATE SCALE
 THE FOLLOWING DEPARTMENTS, JOB CLASSES, DIVISIONS AND RATES OF PAY SHALL EXIST DURING THE LIFE OF THIS AGREEMENT

| CHINA DIVISION DEPARTMENT RAW MATERIAL PROCESSING | JOB CLASS / POSITION | DAY/INC | CURRENT | 7/1/2011 | 7/1/2012 | |
|---|-----------------------|---------|---------|----------|----------|---------|
| MATERIAL PROCESSOR | Ship House Operator | D | \$13.07 | \$13.32 | \$13.57 | |
| | Raw Material Unloader | D | \$12.86 | \$13.11 | \$13.36 | |
| | Glaze Maker | D | \$12.97 | \$13.22 | \$13.47 | |
| AUTO CAST NBL | LINE ATTENDANT | | | | | |
| | A-Operator | D | \$14.85 | \$15.10 | \$15.35 | |
| | B-Operator | D | \$14.85 | \$15.10 | \$15.35 | |
| | Top Pour | D | \$14.85 | \$15.10 | \$15.35 | |
| | Service Station | D | \$14.75 | \$15.00 | \$15.25 | |
| | Pipe Stick | D | \$14.75 | \$15.00 | \$15.25 | |
| | Top Set | D | \$14.75 | \$15.00 | \$15.25 | |
| | Top Take Out | D | \$14.75 | \$15.00 | \$15.25 | |
| | Wash Out | D | \$14.75 | \$15.00 | \$15.25 | |
| | Turnout | D | \$14.75 | \$15.00 | \$15.25 | |
| | Peg In | D | \$14.75 | \$15.00 | \$15.25 | |
| | VRP | N/A | ROJA | ROJA | ROJA | ROJA |
| | UTILITY | D | \$14.75 | \$15.00 | \$15.25 | |
| | CBC | CASTER | I | \$11.92 | \$12.17 | \$12.42 |
| | UTILITY | D | \$13.07 | \$13.32 | \$13.57 | |
| | FINISHER | D | \$13.40 | \$13.65 | \$13.90 | |
| AUTO CAST TANK LINE | LINE ATTENDANT | | | | | |
| | Can out | D | \$10.95 | \$11.20 | \$11.45 | |
| | Line Operator | D | \$15.36 | \$15.61 | \$15.86 | |
| | Lift Out | D | \$15.23 | \$15.48 | \$15.73 | |
| | Funnel Remover | D | \$14.21 | \$14.46 | \$14.71 | |
| | Cover Line Attendant | D | \$15.28 | \$15.53 | \$15.78 | |
| | LEAD OPERATOR | D | \$15.85 | \$16.10 | \$16.35 | |
| | FINISHER | I | \$11.89 | \$11.89 | \$12.14 | |
| | VRP | N/A | ROJA | ROJA | ROJA | |

| DEPARTMENT | JOB CLASS / POSITION | DAY/INC | CURRENT | 7/1/2011 | 7/1/2012 | |
|----------------------|------------------------------------|---------|-----------------|-----------------|-----------------|--|
| BENCH & BATTERY CAST | CASTER | I | \$11.92 | \$12.17 | \$12.42 | |
| | Bowl | I | \$11.92 | \$12.17 | \$12.42 | |
| | Tank | I | \$11.92 | \$12.17 | \$12.42 | |
| | Battery | I | \$11.92 | \$12.17 | \$12.42 | |
| | Misc.:Laws, Urinals, Hoppers, Peds | D/I | \$11.92-\$13.07 | \$12.17-\$13.32 | \$12.42-\$13.57 | |
| | COVER CASTER | D | \$12.49 | \$12.74 | \$12.99 | |
| | UTILITY | D | \$13.07 | \$13.32 | \$13.57 | |
| | VRP | N/A | ROJA | | | |
| | FINISHER | I | \$11.64 | \$11.89 | \$12.14 | |
| | | | | | | |
| SPRAY | HAND SPRAY | I | \$11.72 | \$11.97 | \$12.22 | |
| | MACHINE SPRAY (bowl machine) | D | \$15.50 | \$15.75 | \$16.00 | |
| | LAV SPAY | I | \$11.72 | \$11.97 | \$12.22 | |
| | TANK SPRAY | I | \$11.72 | \$11.97 | \$12.22 | |
| | LOGO APPLICATOR | D | \$11.90 | \$12.15 | \$12.40 | |
| | TRANSFER | D | \$13.40 | \$13.65 | \$13.90 | |
| | | | | | | |
| | | | | | | |
| KILN | KILN ATTENDANT | | | | | |
| | Kiln 4 Loader | D | \$15.74 | \$15.99 | \$16.24 | |
| | Kiln 4 Un-loader | D | \$16.24 | \$16.49 | \$16.74 | |
| | Kiln 10 Loader | D | \$15.74 | \$15.99 | \$16.24 | |
| | Kiln 10 Un-loader | D | \$16.24 | \$16.49 | \$16.74 | |
| | PROCESSING VRP | N/A | ROJA | ROJA | ROJA | |
| | KILN CLEAN-UP | D | \$12.78 | \$13.03 | \$13.28 | |
| | CAR REPAIR | D | \$12.86 | \$13.11 | \$13.36 | |
| | | | | | | |
| | | | | | | |
| REWORK | REWORK PROCESSOR | | | | | |
| | Refire | D | \$14.74 | \$14.99 | \$15.24 | |
| | Epoxy | D | \$12.97 | \$13.22 | \$13.47 | |
| | Grinder | D | \$12.78 | \$13.03 | \$13.28 | |
| | SCRAP HAULER | D | \$14.49 | \$14.74 | \$14.99 | |

| <u>DEPARTMENT</u> | <u>JOB CLASS / POSITION</u> | <u>DAY/INC</u> | <u>CURRENT</u> | <u>7/1/2011</u> | <u>7/1/2012</u> |
|-------------------|-----------------------------|----------------|-----------------|-----------------|-----------------|
| GRADE & PACK | GRADER | | | | |
| | Bowl | I | \$11.72 | \$11.97 | \$12.22 |
| | Tank | I | \$11.72 | \$11.97 | \$12.22 |
| | Lav | I | \$11.72 | \$11.97 | \$12.22 |
| | RECEIVING FORKLIFT OPERATOR | D | \$12.78 | \$13.03 | \$13.28 |
| TANK SET-UP | D | \$12.78 | \$13.03 | \$13.28 | \$13.28 |
| | VRP | N/A | ROJA | ROJA | ROJA |
| SHIPPING | WAREHOUSE PERSON | | | | |
| | Warehouse Operator | D | \$13.06 | \$13.31 | \$13.56 |
| | Utility | D | \$13.31 | \$13.56 | \$13.81 |
| | Parcel Post | D | \$13.06 | \$13.31 | \$13.56 |
| | WAREHOUSE PERSON/SPOTTER | D | \$13.65 | \$13.40 | \$13.90 |
| TRUCK DRIVER | D | \$14.16 | \$14.41 | \$14.66 | \$14.66 |
| | OUTSOURCING M/H | D | \$12.68 | \$12.93 | \$13.18 |
| MOLD SHOP | MOLD MAKER | I | \$11.82 | \$12.07 | \$12.32 |
| | MAINTENANCE SERVICE | D | \$11.35 | \$11.60 | \$11.85 |
| MAINTENANCE | MAINTENANCE UTILITY | D | \$14.24 | \$14.49 | \$14.74 |
| | CLEAN-UP | D | \$10.65-\$10.95 | \$10.90-\$11.20 | \$11.15-\$11.45 |
| GENERAL LABOR | FORKLIFT OPERATOR | D | \$12.78 | \$13.03 | \$13.28 |
| | SWEEPER OPERATOR | D | \$12.78 | \$13.03 | \$13.28 |
| | LABOR POOL | N/A | ROJA | | |
| | NEW HIRE | D | \$10.65 | \$10.90 | \$11.15 |
| | OPERATOR | D | \$13.05 | \$13.30 | \$13.55 |
| FITTINGS DIVISION | ASSEMBLER | I | \$10.74 | \$10.99 | \$11.24 |
| | MATERIAL HANDLER | D | \$13.40 | \$13.65 | \$13.90 |
| PLASTICS | VRP | N/A | ROJA | ROJA | ROJA |
| | SKILLED 2 - PLASTICS SET-UP | D | \$15.92-\$16.96 | \$16.17-\$17.21 | \$16.42-\$17.46 |

SKILLED TRADES DIVISION
DEPARTMENT

| <u>JOB CLASS / POSITION</u> | <u>DAY/INC</u> | <u>CURRENT</u> | <u>7/1/2011</u> | <u>7/1/2012</u> |
|-----------------------------|----------------|----------------|-----------------|-----------------|
| INDUSTRIAL MECHANIC | D | \$18.59 | \$18.84 | \$19.09 |
| IND. MECHANIC/ELECTRICIAN | D | \$19.63 | \$19.88 | \$20.13 |
| INDUSTRIAL ELECTRICIAN | D | \$19.63 | \$19.88 | \$20.13 |
| CASE MAKER | D | \$19.24 | \$19.49 | \$19.74 |
| TOOL/PATTERN MAKER | D | \$19.11 | \$19.36 | \$19.61 |
| WASTE WATER TREATMENT | D | \$18.59 | \$18.84 | \$19.09 |