



# TECHNICAL PRODUCTS, INC

## AGREEMENT



THIS AGREEMENT, made and entered into on the date hereinafter set forth but effective as of November 30, 2023, by and between TECHNICAL PRODUCTS, INC., having plants, branches, warehouses, loading docks, terminals, trucking operations, agencies or stores, or any newly acquired or constructed plants, branches, warehouses, loading docks, terminals, trucking operations, agencies or stores located in the State of Ohio, or within a radius of one hundred seventy-five (175) miles of the County of Cuyahoga, State of Ohio, said Company being hereinafter referred to as the "Employer" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL NO. 507, hereinafter referred to as the "Union."

### ARTICLE 1 - OBLIGATION - RECOGNITION

1. It is mutually understood and agreed by and between the parties hereto that, except as otherwise provided herein, the hours, hourly rates of pay and working conditions hereinafter set forth shall be binding upon the parties hereto from the thirtieth (30<sup>th</sup>) day of November 2023, until terminated, as hereinafter provided.

2. The Employer recognizes the Union as the exclusive bargaining agent for all employees in its plants, branches, warehouses, loading docks, terminals, trucking operations, agencies or stores, except guards, laboratory employees, office employees and supervisors, as defined by the National Labor Relations Act.

### ARTICLE 11 - CONDITIONS OF EMPLOYMENT

1. The management of the business in all its phases and details shall remain vested in the Employer. The rights of the Employer and the employees shall be respected and the provisions of this Contract for the orderly settlement of all questions regarding such rights shall be observed.

2. All present employees of the Employer shall, as a condition of continued employment, be members of the Union on the thirty-first (31<sup>st</sup>) day following the date of this Agreement and thereafter shall continue membership in good standing in the Union by the tender of periodic dues, initiation fee, and assessments uniformly required as a condition of acquiring or retaining membership in the Union.

3. It is agreed that all new employees of the Employer, as a condition of continued employment, shall be members of the Union on the thirty-first (31<sup>st</sup>) day following the beginning of their employment and thereafter shall continue membership in good standing in the Union by the tender of periodic dues, initiation fee and assessments uniformly required as a condition of acquiring or retaining membership in the Union.

4. In accordance with individual check-off authorizations, the Employer shall deduct from employees' earnings, Union membership dues, including initiation fees and assessments uniformly required, which are payable by such employees and shall remit the amount so deducted to the Union not later than the tenth (10<sup>th</sup>) day of each month.

5. Within five (5) days of notification by the Union that an employee is in default in the payment of his or her dues or initiation fees, the Company shall be required to discharge said employee and said request must be complied with.

6. The Union shall establish a hiring hall which shall be upon the premises of the Union Headquarters. The Union shall be the only source of applicants for the furnishing of the type of labor covered by this Agreement, but the Employer shall retain the right to refer applicants for employment to the Union hiring hall, and any applicant referred by the Employer shall be given preference over all other applicants. Selection of applicants by the Union for referral to the Employer to jobs shall be upon a nondiscriminatory basis and shall not be based on or in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, polides or requirements. The Employer shall retain the right to reject any job applicant referred to it by the Union and shall retain the right to hire employees not initially referred by the Union, but such newly hired employees must be referred through the hiring hall before

performing any work. The Employer and the Union shall post in places where notices to employees and applicants for employment are usually posted, all provisions relating to the functioning of the hiring arrangements, including the safeguards essential to the legality of the exclusive hiring agreement.

7. In accordance with individual authorizations, the Employer shall deduct once each year from the employees' earnings five dollars (\$5.00) and remit the amount so deducted to the Ohio D.R.I.V.E.

8. If an employee wants a savings deduction made each week, then in accordance with individual authorizations, the Employer shall deduct from the employees' earnings such amounts as the employee shall designate each week and remit the amount so deducted to the Ohio Teamsters Credit Union each month.

9. In the event of moving of the Company's plants, branches, warehouses, loading docks, terminals, trucking operations, agencies or store operations to a new location within a one hundred seventyfive (175) mile radius of the present location, the present members would have the first opportunity to be employed at the new location with no loss of seniority and benefits. Employees so transferred will relocate at their own expense.

### ARTICLE 111 - WORK HOURS AND OVERTIME

1. Eight (8) hours' pay hereby guaranteed to any employee who reports for work on any given day and forty (40) hours' pay hereby guaranteed to any employee who reports for work on his first (1<sup>st</sup>) scheduled work day in any given week. Four (4) hours' pay is hereby guaranteed to any employee who reports for work on Saturday or six (6) hours' pay on Sunday. Each employee shall be allowed a fifteen (15) minute break for physical relief during the first half of his shift and a further fifteen (15) minute break for physical relief during the second half of the shift. Wash-up time of five (5) minutes before lunch break and five (5) minutes before the shift ends.

2. All work performed over and above eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be considered overtime and shall be paid for at the rate of time and one-half the regular hourly rate. Such overtime shall be computed on whatever total overtime hours are the greater for the week, whether it be on a daily or weekly basis, but not on both.

3. All shifts shall have a specified starting time and any work performed prior to the regular starting hours of the shift shall be considered overtime and shall be paid for at the rate of time and one-half the hourly rate.

4. An employee called into work ahead of his regular schedule shall also work his regular shift unless irregular starting times are compelled by normal business conditions.

5. Weekly schedule of employees' working hours shall be posted not later than the previous Thursday for the following week and maintained.

6. An employee called to work outside of his shift will be provided with a minimum of four (4) hours work or pay in lieu of work, such pay to start from the hour the employee is required to report for work.

7. Overtime in the various departments shall be equally divided among the employees of the respective departments as equally as possible, per shift and classification. The overtime records shall be available for inspection at the request of the Union at any time. Any work to be done on overtime will be done by employees who do the same jobs on regular time on a seniority basis. Overtime shall be divided as equally as possible, provided that employees with greater seniority shall be offered the first overtime with any subsequent overtime to be offered to employees next on the seniority list. When the seniority list shall have been exhausted, the cycle will be repeated with the highest seniority employees to get the first overtime of the succeeding cycle. A refusal by any employee shall constitute a forfeiture of his turn at overtime.

8. The work week shall be Monday through Friday. Employees shall be paid each week on a day set by the Employer.

9. Each employee who is required to work six (6) consecutive days shall be paid at the rate of time and one-half his regular straight time hourly rate of pay for all hours worked on such sixth (6<sup>th</sup>) day.

10. Each employee who is required to work seven (7) consecutive days shall be paid at the rate of twice his regular straight time hourly rate of pay for all hours worked on such seventh (7<sup>th</sup>) day.

11. Each employee who is required to work on Saturday shall be paid at the rate of time and one-half his regular straight time hourly rate of pay for all hours worked on such Saturday.

12. Each employee who is required to work on Sundays or Holidays shall be paid at the rate of twice his regular straight time hourly rate of pay for all hours worked on such Sundays or Holidays, plus eight (8) hours pay for the Holiday.

13. No employee shall be required to work more than eight (8) hours in any one day if he notifies his supervisor during his first six (6) hours of work.

14. Reasonable trip expenses shall be furnished to all drivers including meals and motel, provided that the employee furnishes the Employer with bona fide receipts.

15. Night compensation in the sum of thirty-five cents (35¢) per hour shall be paid for all work performed on the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) shift. This shall be separate from and in addition to the employees' basic rate.

16. Shop Stewards of the Union shall receive twenty-five cents (25¢) an hour more than their current wage rates during their term of office as Shop Stewards. The privilege of stewards to leave their work during working hours without loss of pay is extended with the understanding that the time will be devoted to the prompt handling of grievances and will not be abused. This shall be confined to the Company's premises. All stewards shall wear caps or a decal which shall be obtained from the Union, so that all employees will be able to identify the steward. Refusal on the part of a steward to cooperate in being identified as a steward will be reason for the Union to remove such steward from office and the Union's Executive Board will appoint a replacement until the next steward elections are held at contract renewal time. Any employee required by management to report to the Company office for a reprimand or conference pertaining to his work performance shall be allowed to have a Shop Steward accompany him.

17. Shop Stewards shall give all grievances, complaints or job bids of Local Union members, signed by the member and the Steward on forms provided by the Local Union, to the Company foreman, supervisor or plant manager and immediately forward the original to the Union. Within seven (7) days of receiving a written complaint or grievance, the Company shall, in writing by mail, notify the Union office and give a copy to the Steward and to the grievant as to the disposition of such complaint or grievance.\* In submitting the answer to the Union, the Company shall also attach a copy of the original grievance. Any grievance, dispute, controversy or the like, not filed by a Local Union member with the Shop Steward or at the Local Union office within seven (7) days of the date on which the said grievance, dispute, controversy or the like occurred, shall be irrevocably waived by the said Local Union member.

In event of the unavailability of a Shop Steward, a member may file his or her grievance or complaint at the Union Office, 5425 Warner Road, Unit 7, Cleveland, Ohio 44125, during regular business hours.

18. The Company shall give notification, in writing by mail, to the Union office, which notification shall set forth the following applicable information: (a) the name of any employee not reporting for work, the reason, if known; the name of the Company representative receiving any employee telephone call with regard thereto; (b) the name of any employee who arrived late to work; the extent of such tardiness and the reason therefor, if known; (c) the name of any employee who leaves work early, and how early, together with the reasons therefor, if known; (d) the name of any employee who has been talked to, warned, reprimanded or otherwise, for failure to perform his work duties or who may have been violating Company rules; the Company representative so talking to, warning, reprimanding, or otherwise, such employee and the reasons therefor; and (e) in all or any of the foregoing events, the name of the Company representative who prepares the notification reports herein above referred to. Such notices shall be forwarded by the Company to the Union office, by mail, within sufficient time so that all such information will at all times cover the preceding work week.

19. The Company shall install and at all times shall maintain a Time Clock and shall require each employee covered by this bargaining Agreement to punch in and punch out on a time card furnished by the Employer. The Company shall at no time allow any employee to perform work unless he has punched in on a time card. The time card records shall be kept by the Employer and shall be available for inspection at all times by the Union. The Company shall be required to see that all time clocks have the correct time.

20. The Company shall furnish the Union with one (1) Bulletin Board for each time clock for the posting of all notices. These Boards shall be put on a wall as close to each time clock as possible and be convenient for every member to see. They shall have glass doors and locks to which the Union shall have the keys. The size of the Bulletin Boards shall be sixty inches (60") long and thirty-six inches (36") high.

21. Any employee receiving more than the minimum wage rate, as herein set forth, shall not have his or her wages reduced even where transfer to another classification may become necessary. If an employee bids or is transferred to another job classification, he will be paid the hourly rate of the job classification to which he bids or is transferred, but any employee receiving more

than the minimum wage rate of his old classification shall carry with him the amount which he receives in excess of such minimum rate, and this amount shall be added to the minimum rate of the job classification to which he bids or is transferred.

22. Any member who is required to serve on a jury shall be paid the difference between jury duty pay and his normal days' pay for each day spent while on jury duty.

23. Any employee who volunteers at the request of Local 507 to give blood for an operation at a hospital shall be paid his full days' pay for the day he is required to go to the hospital to give blood.

24. Death in Immediate Family - In the event of the death of a member of the immediate family of an employee; father, mother, son, daughter, sister, brother, husband, wife, father-in-law, mother-in-law, grandmother or grandfather, the employee shall be entitled to take a leave of absence not to exceed three (3) work days with full pay, provided they attend the funeral.

25. All existing benefits enjoyed by any employee at the time of execution of this Agreement shall continue.

26. Sick Leave - all employees with six (6) months of continuous service with the Company shall be entitled to five (5) days sick leave for disabling, involuntary illness during a twelve (12) month period running from November 30 of each year. Unused sick leave for any year will be paid to employees on the first (1<sup>st</sup>) payroll period following December 1 of each year. To become eligible, employees must notify Management of such illness as soon as possible before 9:00 a.m. on the day of absence, and shall, upon request, furnish the Company with a satisfactory certificate of a physician if such illness is of two (2) or more day's duration. Compensation of such absence shall be paid for at the rate per hour prevailing on the day illness occurs. Any employee found guilty of misrepresentation or abusing the privilege provided herein for sick leave shall forfeit his or her right to share in the benefit and shall be subject to discharge.

27. When employees are required to attend sales or any other meeting pertaining to the Employer's business, such meetings shall be held on the Employer's time.

28. All reports shall be made on the Employer's time.

29. Personal leaves of absence may be granted an employee without pay, up to thirty (30) days by mutual consent of the parties.

30. It is mutually agreed between the parties, in the event that new equipment is added to perform work within the scope of the bargaining unit or new operations or classifications are added to the scope of the bargaining unit, the parties will meet to discuss regarding wages, hours and other conditions of employment as such may relate to the new equipment or operations.

31. All members currently employed shall receive the wage increases granted their classification, regardless of their present wage rates, for the effective contract years namely, November 30, 2023; November 30, 2024; November 30, 2025; November 30, 2026; and November 30, 2027. All members shall receive either the increases granted their classification or the general increase, whichever is greater, but in no event both.

## ARTICLE V - SENIORITY

1. Each employee shall have plant seniority equal to his length of continuous service with the Employer dating from the date of the last employment by the Employer, except any employee rehired within one (1) year after his last termination date shall be credited with his previous amount of accumulated seniority as of his last termination date, plus seniority accrued during layoff, and shall continue to retain all seniority rights. Employees who have worked less than twelve (12) full months shall not accrue seniority during layoff. Employees who have worked twelve (12) complete months or more for the Company and who have been laid off, shall be offered employment in inverse order of layoff for a maximum period of two (2) years after layoff, provided work becomes available. An employee shall have the right to refuse employment offered to him if it is not the same type of work he was doing at the time of layoff without losing his re-employment rights. Employees to be recalled after layoff shall be notified in writing to his last known address to report back to work and the Company shall send a copy to the Union, in writing, at the same time. Any employee who is called back to work after layoff and fails to report within five (5) days from the date of postmark on the envelope will lose his re-employment rights and thereafter will not have employment preference over workers who have never been employed by the Employer. Any employee or former employee returning to work shall receive his rate of pay at the time he left employment plus any general increases granted during his absence.

2. Layoffs, preference as to shifts, vacation periods, and the advancement of employees to higher classification shall be made in accordance with plant seniority, but employees must be qualified for advancement to a higher classification regardless of seniority.

3. Reduction in the number of employees in a particular job classification shall be in accordance with job classification seniority. Preference as to selection of vacation periods shall be in accordance with plant seniority.

4. New employees shall serve a probationary period of one hundred twenty (120) work days before becoming permanent employees. During such probationary period, the employee may be discharged and such action shall not be made the subject of the grievance procedure.

5. When a vacancy occurs, notice of such vacancy shall be posted on the Company's bulletin board. This board shall be put on a wall as close to the main time clock as possible and be convenient for every member to see. Copies of such notices shall be forwarded forthwith by the Company to the Union office, by mail, immediately after posting. The notice shall be posted for seven (7) consecutive days. The notice of vacancy shall contain the following:

	Starting time			
	The hours worked	The hourly rate	Closing date of bid	
Eligible employees shall make their bids known to the Union and to the Company on forms provided by the Union and signed by the member and the Steward. The Company shall train employees who bid for jobs. If he qualifies, in the judgment of both the Employer				

## ARTICLE IV - CLASSIFICATIONS AND WAGE RATES

No less than the following minimum wage rates shall be paid to all employees covered by this Agreement.

	Effective 11/30/23	Effective 11/30/24	Effective 11/30/25	Effective 11/30/26	Effective 11/30/27
Truck Drivers .....	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
Warehousemen .....	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
Helpers, Loaders and Yardmen .....	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00

(Rec. Warehousemen rate after 6 mo. of employment)

Leadmen and working Foremen shall receive no less than forty cents (40¢) per hour above his assigned rate.

Effective November 30, 2023, all employees shall receive a minimum wage increase of \$1.00 an hour, regardless of their present wage rates.

Effective November 30, 2024, all employees shall receive a minimum wage increase of 75¢ an hour, regardless of their present wage rates.

Effective November 30, 2025, all employees shall receive a minimum wage increase of an hour, regardless of their present wage rates.

Effective November 30, 2026, all employees shall receive a minimum wage increase of 75¢ an hour, regardless of their present wage rates.

Effective November 30, 2027, all employees shall receive a minimum wage increase of 50¢ an hour, regardless of their present wage rates. All newly hired employees (other than former employees or experienced employees) shall be paid twenty-five percent (25%) per hour less than their classification rate for the first six (6) months of employment and ten percent (10%) per hour less than their classification rate for the next six (6) months of employment. Thereafter, they shall be paid the full classification rate.

and the Union, he shall permanently be assigned to the position

and have department or job classification seniority per shift in that position from the date of bid in the event of reduction in the number of employees in that classification.

The Company shall forward written notice, by mail, to the Union office immediately after the notice for job bid has been posted seven (7) days. The notice shall contain the following: The name of the employees who bid for the job; and the name of the employee who will be placed on the job.

#### ARTICLE VI - EXPLANATION OF CLASSIFICATION

1. The Company shall forward, by mail, to the Union office during the month of February of each year the following written information: a list of all former and present employees who worked during the preceding calendar year, their classifications, their date of hire, their hourly wage rates, their gross earnings for the previous year, and the total number of hours worked by each employee during the previous year.

2. Whenever an employee is temporarily transferred by the Employer to do work in some other job classification, he will be paid the higher of either his own regular hourly rate or the hourly rate of the job classification to which he is temporarily assigned for all hours worked in such other job classification.

#### ARTICLE VII - JOB SECURITY

The Employer shall give one (1) week's advance written notice to the Union office of its intention to discharge or lay off any employee. If the Employer discharges or lays off an employee, he will give the employee one (1) week's pay in lieu of such notice, in addition to all money then due him, including vacation time or pay, provided however, that no such notice of payment shall be required in case of the discharge of an employee for drunkenness, use of drugs or dishonesty.

#### ARTICLE VIII - COOPERATION

The accredited Business Representatives of the Union shall be permitted to enter the Employer's premises during all working hours to transact Union business, check working conditions, and to ascertain whether this Agreement is being properly observed, without unduly interfering with the work.

#### ARTICLE IX - SAFETY AND HEALTH

1. The Employer and the Union will cooperate in the continuing objective to eliminate accidents. The Employer shall continue to make reasonable provisions for the safety of their employees during the hours of their employment.

2. When and if the Employer requires his employees to wear authorized uniforms while on duty, the Employer shall furnish the uniforms, which will remain the property of the Employer, and the employees agree to maintain all uniforms so furnished, clean and in good repair, and upon leaving the service of the Employer, make proper accounting for the uniforms.

3. Any special safety equipment, such as helmets, glasses, steeltoed shoes, etc., which are required by the Company shall be furnished by the Company at no cost to the employee. Protective clothing shall be furnished by the Employer if handling or working with corrosive material or where the job warrants use of same.

4. No employee shall be compelled to use equipment that is not mechanically sound and properly equipped to conform with all applicable city, state and Federal safety regulations.

5. Whenever an employee sustains injury upon the Company premises, the Company shall immediately notify the Union in writing and forthwith forward a copy thereof by mail to the Union office. It is further agreed that should a member be injured on the job during his working hours, the Employer shall furnish transportation to the Hospital or Clinic, and should the Doctor advise the injured member to go home, the aforesaid member shall be paid his full eight (8) hours for the day.

6. Employees who are required by the Employer to take a physical examination shall do so with a doctor selected by and paid for by the Employer. Bonds, if required, shall be paid for by the Employer.

7. Mechanics' or Maintenance men's' tools that are worn out, broken or lost, will be replaced by the Employer at no cost to the employee.

8. Any employee who is ill or injured shall be granted sick leave automatically for the duration of the illness or injury not to exceed one (1) year.

#### ARTICLE X - HOLIDAY PREMIUM

1. There shall be no work on the following holidays and all employees shall be paid a bonus equal to eight (8) hours' pay at their regular wage rate during each of the following holiday weeks, to wit:

New Year's Day	Presidents' Day
Good Friday	Memorial Day
Fourth of July	Labor Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	Roving Holiday
Employee's Birthday (2 days)	

Last work day before Christmas Day

(Employees hired after November 30, 2013, shall not be eligible for the two-day birthday holiday)

2. When a holiday falls on Sunday, it shall be observed on the following Monday. When a holiday falls on Saturday it shall be observed on the preceding Friday.

3. If one (1) of the paid holidays falls during an employee's vacation period he shall be entitled to receive eight (8) hours' additional pay at his regular hourly rate or if one (1) of the paid holidays provided herein falls within the vacation period of an employee, the employee shall receive an extra day of vacation with pay. Such extra day of vacation shall be either the first (1<sup>st</sup>) regular workday preceding the beginning or the first (1<sup>st</sup>) regular workday following the end of the employee's scheduled vacation.

4. Eight (8) hours' pay hereby guaranteed to any employee who reports for work on any given day and thirty-two (32) hours' pay, hereby guaranteed to any employee who reports for work on his first (1st) scheduled day during any of the holiday weeks specified in Paragraph 1, plus the aforesaid eight (8) hour bonus and overtime shall be paid after eight (8) hours in any one (1) day or thirty-two (32) hours in any holiday week. Such overtime shall be computed on whatever total overtime hours are the greater for the week, whether it be on a daily or weekly basis, but not on both. Employees shall have the ability to schedule roving holidays any day during the year.

5. An employee whose majority of time is spent on the night shift shall receive night pay in addition to his base rate for holidays.

6. In scheduling of the 2-day Birthday Holiday, employees shall have the option of the exact day of his birthday off plus one (1) consecutive day or be granted a holiday which shall be the Monday and Tuesday or Thursday and Friday following the employee's birthday. Should the Monday and Tuesday or Thursday and Friday following the employee's birthday be recognized in the contract as a paid holiday week, the employee shall be given the Monday and Tuesday or Thursday and Friday of the following week off with pay as their holiday.

#### ARTICLE XI - STATUS OF SUPERVISORY EMPLOYEES

No Superintendent, Assistant or Supervisory Employee shall be permitted to do any work regularly performed by members of the Union, unless said Superintendent, Assistant or Supervisory Employee is a member of the Union.

#### ARTICLE XII - VACATIONS

1. Immediately after an employee completes one (1) year of employment and each year or part of a year thereafter, he shall be entitled to two (2) weeks' vacation with pay or a minimum of no less than ninety (90) hours' pay, regardless of how many months he has worked up to the taking of his vacation.

2. Immediately after an employee completes five (5) years of employment and each year or part of a year thereafter, he shall be entitled to three (3) weeks' vacation with pay or a minimum of no less than one hundred thirty-five (135) hours' pay, regardless of how many months he has worked up to the taking of his vacation.

3. Immediately after an employee completes ten (10) years of employment and each year or part of a year thereafter, he shall be entitled to four (4) weeks' vacation with pay or a minimum of no less than one hundred eighty (180) hours' pay, regardless of how many months he has worked up to the taking of his vacation.

4. Immediately after an employee completes fifteen (15) years of employment and each year or part of a year thereafter, he shall be entitled to five (5) weeks' vacation with pay or a minimum of no less than two hundred twenty-five (225) hours' pay, regardless of how many months he has worked up to the taking of his vacation.

5. Immediately after an employee completes twenty (20) years of employment and each year or part of a year thereafter, he shall be entitled to six (6) weeks' vacation with pay or a minimum of no less than two hundred seventy (270) hours' pay, regardless of how many months he has worked up to the taking of his vacation.

6. An employee whose majority of time is spent on the night shift shall receive night pay in addition to his base rate for holidays. In the event a holiday falls during his vacation period, this provision will also apply.

7. Choice as to time of vacation shall be given by seniority. Vacations shall be spread over a period beginning with January 1 and ending December 31 of each year. A minimum of twenty-five percent (25%) of the employees employed shall be allowed to go on vacation each week during the vacation year, including all holiday weeks. Vacation time must be taken each year and may not be accumulated or postponed from one vacation year to another. No employee shall be required to split his vacation weeks.

8. Any employee who is either dismissed by his Employer or who terminates his or her employment of his or her volition shall be paid such amount in cash as shall be due for vacations earned but not yet received, computed to the date of separation.

9. Each week's vacation pay shall be an amount equal to fortyfive (45) hours' pay computed at the rate of pay in effect during the time of the taking of the vacation, including night shift differential, and all vacation pay shall be paid to the employee immediately prior to the taking of his vacation.

10. No employee shall suffer any loss in vacation pay in the event of injury or illness during the calendar year.

11. The Company shall forward a written copy of the vacation schedule to the Union office, by mail, at least thirty (30) days before the vacations start each year. The vacation schedule shall contain the following: the member's name, date of hire, length of vacation, starting date and ending date of vacation.

12. Employees hired after November 30, 2008, shall receive the following vacation:

a) Immediately after an employee completes one (1) year of employment and each year or part of a year thereafter he shall be entitled to one (1) weeks' vacation with pay or a minimum of no less than forty-five (45) hours' pay regardless of how many months he has worked up to the taking of his vacation.

b) Immediately after an employee completes two (2) years of employment and each year or part of a year thereafter he shall be entitled to two (2) weeks' vacation with pay or a minimum of no less than ninety (90) hours' pay regardless of how many months he has worked up to the taking of his vacation.

c) Immediately after an employee completes seven (7) years

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of employment and each year or part of a year thereafter he shall be entitled to three (3) weeks' vacation with pay or a minimum of no less than one hundred thirty-five hours (135) hours' pay regardless of how many months he has worked up to the taking of his vacation.

d) Immediately after an employee completes ten (10) years of employment and each year or part of a year thereafter he shall be entitled to four (4) weeks' vacation with pay or a minimum of no less than one hundred eighty (180) hours' pay regardless of how many months he has worked up to the taking of his vacation.

#### ARTICLE - UNION JURISDICTION

1. It is mutually understood and agreed that this Agreement will apply to employees working under classifications mentioned in Article IV of this Agreement.

2. The Employer agrees that this Agreement and the conditions and provisions of this Agreement, shall apply to any and all plants, branches, warehouses, loading docks, terminals, trucking operations, agencies or stores of the Employer now in existence or to be opened in Ohio in the future. In the event that the Employer shall open any new plants, branches, warehouses, loading docks, terminals, trucking operations, agencies or stores or purchase any existing plants, branches, warehouses, loading docks, terminals, trucking operations, agencies or stores in Ohio or within one hundred seventy-five (175) miles of greater Cuyahoga County, said plants, branches, warehouses, loading docks, terminals, trucking operations, agencies or stores shall be under and subject to all terms created by and set forth in this Agreement.

#### ARTICLE XIV GRIEVANCE COMMITTEE AND ARBITRATION BOARD

1. If any controversy or difference shall arise between the Union and the Employer, or between any employees and the Employer with respect to the interpretation or effect of this Agreement with regard to the rights, obligations, or liabilities of the parties hereunder or otherwise, such controversy or difference, in order to be considered a grievance under this Agreement, must be submitted in writing by a Local Union member with the shop steward or at the Local Union office within seven (7) days of the date on which said grievance, dispute, controversy, or the like occurred. Once a grievance is timely filed in accordance with this Paragraph, the grievance shall be processed as follows:

2. Within two (2) weeks after a grievance is filed, such grievance shall be submitted to a meeting between representatives of the Union and representatives of the Employer for full discussion and, if possible, amicable settlement.

3. In the event the grievance is not settled or otherwise adjusted in the above grievance meeting, the Union shall have the right to submit the grievance to arbitration by notifying the Employer of its intention to arbitrate said grievance within thirty (30) days from the date of the above grievance meeting. Upon arbitration notice from the Union, the Union and the Employer shall promptly attempt to agree upon an impartial arbitrator. If an impartial arbitrator cannot be mutually selected, the Union may request the Federal Mediation and Conciliation Service to submit a panel of arbitrators and the impartial arbitrator shall then be selected in accordance with the FMCS rules.

4. It is agreed that during such proceedings there shall be no lockouts, strikes, or stoppage of work. Furthermore, the costs of arbitration shall be shared equally by the Union and the Employer.

5. The procedure set forth in this Article shall be the exclusive method of redressing grievances between the parties, and decisions of arbitrators and settlements reached by the Employer and the Union in any step of the grievance procedure shall be final and binding on the Union, the Employer, and the employees. It is clearly understood that at any stage in this grievance procedure, the Executive Board of the Union has the final authority, in its representative capacity for the aggrieved employee(s), to decline to process a grievance further, if, after a reasonable and fair exercise of the Board's judgment, it is concluded that a grievance (1) lacks merit or justification under the terms of this Agreement, or (2) has been settled or adjusted in a fair and equitable manner.

6. Any grievance, dispute, controversy or the like not filed by a Local Union member with the shop steward or at the Local Union office within seven (7) days of the date on which the said grievance,

dispute, controversy or the like occurred, shall be irrevocably waived by the said Local Union member.

ARTICLE XV LIABILITY OF UNION FOR UNAUTHORIZED  
CONDUCT

1. It is specifically understood and agreed between the

parties that the Union shall not be held liable in any manner whatsoever for the conduct of its agents or members unless said conduct is specifically authorized or subsequently ratified by official action of the governing body of the Union, however, any employee who participates in any unlawful strike, slowdown or other stoppage of work is subject to immediate discharge without recourse to the grievance procedure.

2. The Union agrees, however, that if any of its agents or members shall cause a strike, slowdown or other interruption or stoppage of work which is unauthorized and not subsequently ratified by the governing body of the Union, it will, within twentyfour (24) hours after written request of the Employer, cause to be posted on the bulletin board of the Employer's shop, a notice declaring that the strike, slowdown or stoppage or other interruption of work is not an authorized act of the Union, and shall call upon those of its members participating therein to resume work as usual.

3. Nothing in this Agreement shall make unlawful, or a breach thereof, for members of the Union employed by the Employer to refuse to work on or produce products which are or will be supplied to any other company's branch or plant where a labor dispute exists between that plant and its employees.

4. It shall not be a violation of this Contract if any employee or employees refuse to go through a picket line authorized by a Teamsters Joint Council.

#### ARTICLE XVI - HEALTH AND WELFARE FUND

Effective November 30, 2023, the Employer shall contribute to the Cleveland Bakers and Teamsters Health and Welfare Fund the sum of three hundred dollars and thirty-six cents (\$300.36) per employee per week, for any week or part thereof for which said employee receives pay effective from the first (1<sup>st</sup>) day of employment. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments are to be made on or before the tenth (10<sup>th</sup>) of the following month.

Effective January 1, 2024, the Employer shall contribute to the Cleveland Bakers and Teamsters Health and Welfare Fund the sum of three hundred dollars and thirty-six cents (\$300.36) per employee per week, for any week or part thereof for which said employee receives pay effective from the first (1<sup>st</sup>) day of employment. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments are to be made on or before the tenth (10<sup>th</sup>) of the following month.

Effective January 1, 2025, the Employer shall contribute to the Cleveland Bakers and Teamsters Health and Welfare Fund the sum of three hundred dollars and thirty-six cents (\$300.36) per employee per week, for any week or part thereof for which said employee receives pay effective from the first (1<sup>st</sup>) day of employment. However, the contribution rate may be increased to more than three hundred dollars and thirty-six cents (\$300.36) per week to provide for a maintenance of benefits ("MOB"), which shall be determined by the Fund actuary, based upon the claims experience of the Fund plus administrative costs, less turnover income and investment income with the resulting difference being not less than three hundred dollars and thirty-six cents (\$300.36) nor more than three hundred twenty-two dollars and seventy-nine cents (\$322.79) per employee per week. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments are to be made on or before the tenth (10<sup>th</sup>) of the following month.

Effective January 1, 2026, the Employer shall contribute to the Cleveland Bakers and Teamsters Health and Welfare Fund the sum of three hundred dollars and thirty-six cents (\$300.36) per employee per week, for any week or part thereof for which said employee receives pay effective from the first (1<sup>st</sup>) day of employment. However, the contribution rate may be increased to more than three hundred dollars and thirty-six cents (\$300.36) per week to provide for a maintenance of benefits ("MOB"), which shall be determined by the Fund actuary, based upon the claims experience of the Fund plus administrative costs, less turnover income and investment income with the resulting difference being not less than three hundred dollars and thirty-six cents (\$300.36) nor more than three hundred forty-seven dollars and twenty-seven cents (\$347.27) per employee per week. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments are to be made on or before the tenth (10<sup>th</sup>) of the following month.

Effective January 1, 2027, the Employer shall contribute to the Cleveland Bakers and Teamsters Health and Welfare Fund the sum of three hundred dollars and thirty-six cents (\$300.36) per employee per week, for any week or part thereof for which said employee receives pay effective from the first (1<sup>st</sup>) day of employment. However, the contribution rate may be increased to more than three hundred dollars and thirty-six cents (\$300.36) per week to provide for a maintenance of benefits ("MOB"), which shall be determined by the Fund actuary, based upon the claims experience of the Fund plus administrative costs, less turnover income and investment income with the resulting difference being not less than three hundred dollars and thirty-six cents (\$300.36) nor more than three hundred seventy-three dollars and thirty-eight cents (\$373.38) per employee per week. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments are to be made on or before the tenth (10<sup>th</sup>) of the following month.

Effective January 1, 2028, the Employer shall contribute to the Cleveland Bakers and Teamsters Health and Welfare Fund the sum of three hundred dollars and thirty-six cents (\$300.36) per employee per week, for any week or part thereof for which said employee receives pay effective from the first (1<sup>st</sup>) day of employment. However, the contribution rate may be increased to more than three hundred dollars and thirty-six cents (\$300.36) per week to provide for a maintenance of benefits ("MOB"), which shall be determined by the Fund actuary, based upon the claims experience of the Fund plus administrative costs, less turnover income and investment income with the resulting difference being not less than three hundred dollars and thirty-six cents (\$300.36) nor more than four hundred one dollars and twenty-three cents (\$401.23) per employee per week. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments are to be made on or before the tenth (10<sup>th</sup>) of the following month. Not in limitation of any other remedy by the Union or the Trustees of the Fund, the Union shall be free to strike if the Employer fails to make the required contributions to the Fund within thirty (30) days after the date required by the Trustees. THE EMPLOYER hereby agrees to become a party to the Agreement and Declaration of Trust establishing the Cleveland Bakers and Teamsters Health & Welfare Fund and agrees to be bound by all the terms and provisions of said Agreement and Declaration of Trust.

It is understood and agreed that the said Agreement and Declaration of Trust and said Health and Welfare Fund and its Rules and Regulations shall comply with all applicable laws and that the Health and Welfare Fund referred to herein shall be such as will qualify for approval by the Internal Revenue Service of the U.S. Treasury Department so as to permit the Employer an income tax deduction for the contributions paid hereunder.

The Employer must promptly notify the Health and Welfare Fund of any change in an employee's employment status due to discharge, lay-off, personal leave of absence, absence due to accident or illness, or reduction from full-time (scheduled to work at least five 8-hour days per week with a minimum of forty (40) hours per week) to part-time status. If the Employer fails to comply with this notice requirement, the Employer shall be responsible for the greater of the following amounts: the cost of unpaid weekly contributions or, the cost of any or all medical and surgical benefits paid out by the Fund on behalf of non-eligible employees when such payments are made due to the Employer's failure to comply with this notice requirement.

#### ARTICLE XVII - PENSION FUND

Effective November 30, 2023, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of three hundred thirty-eight dollars (\$338.00) per week for each employee who has been employed for thirty (30) days or more and is on the regular seniority list. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence. Effective November 30, 2024, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the

sum of three hundred thirty-eight dollars (\$338.00) per week for each employee, who has been employed for thirty (30) days or more and is on the regular seniority list. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Effective November 30, 2025, the Employer shall contribute to

the Central States, Southeast and Southwest Areas Pension Fund the sum of three hundred thirty-eight dollars (\$338.00) per week for each employee, who has been employed for thirty (30) days or more and is on the regular seniority list. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Effective November 30, 2026, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of three hundred thirty-eight dollars (\$338.00) per week for each employee, who has been employed for thirty (30) days or more and is on the regular seniority list. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Effective November 30, 2027, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of three hundred thirty-eight dollars (\$338.00) per week for each employee, who has been employed for thirty (30) days or more and is on the regular seniority list. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part-time under the provisions of this contract.

Payments to the Fund shall be made on or before the tenth (10<sup>th</sup>) of the month following the month for which payments are being made. The number of weeks included in any monthly payment will be determined by the number of Saturdays in the month in question. Checks covering the contributions shall be made payable to Account 7000, American National Bank, and sent to P.O. Box 1431, Chicago, Illinois 60690.

This fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. The Union and the Employer agrees to be bound by and hereby assent to all of the terms of the Trust Agreement creating said CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund pursuant to said Trust Agreement, and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreements and rules adopted. Their signatures to this Collective Bargaining Agreement shall be deemed sufficient to signify their assent to and willingness to be bound by the terms of said Trust Agreement as fully as though they and each of them had indicated their assent to and executed said Trust Agreement.

The Employer hereby accepts as Employer Trustees, the present Employer Trustees appointed under said Trust Agreement and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement. The Union hereby accepts as Union Trustees the present Union Trustees appointed under said Trust Agreement and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement of Trust and such other documents or papers as may be necessary to effectuate said Welfare and Pension Programs and the purposes announced therein.

## ARTICLE XVIII - CER FUND

Effective November 30, 2023, the Employer shall pay to the Teamsters Local Union No. 507 Charitable, Educational and Recreational Fund (referred to herein as the "CER Fund") for each employee covered under the applicable Collective Bargaining Agreement the sum of seven dollars (\$7.00) per employee per week for any week or part thereof for which said employee receives pay effective the first (1<sup>st</sup>) day of employment. Contributions shall continue for six (6) months in the case of illness and six (6) months in the case of accidents, including industrial accidents, and during any leave taken by the employee under the provisions of The Family and Medical Leave Act. Payments to the Local 507 CER Fund shall be made on or before the tenth (10<sup>th</sup>) of the following month.

Said payments to the CER Fund shall be used for charitable contributions on behalf of the industry; educational benefits to union members, including training and apprenticeship programs to promote experienced employees for the industry in the job classifications covered in this Agreement and all other collective bargaining agreements of Local 507; and for recreational purposes for union members and their families and retirees and their families.

The expenditures of the CER Fund shall be managed by the Trustees of the CER Fund. The employers will be represented by no less than three (3) Trustees and the Union will be represented by no less than three (3) Trustees. The undersigned Employer agrees to become a party to the Agreement and Declaration of Trust of the CER Fund and further agrees to be bound by all of the terms and provisions of the Agreement and Declaration of Trust and the Rules and Regulations to be established by the Trustees of the CER Fund.

It is understood and agreed that the CER Fund Agreement and Declaration of Trust and the CER Fund Rules and Regulations will comply with all applicable laws and that the CER Fund has qualified for approval by the Internal Revenue Service so as to permit the undersigned Employer an income tax deduction for the contributions paid hereunder.

## ARTICLE - CONSTITUTIONALITY OF AGREEMENT

1. If any clause, sentence, paragraph or part of this Agreement shall for any reason be determined by a proper judicial authority to be invalid, such determination shall not affect, impair or invalidate the remainder hereof, but shall be confined in its operation to the clause, sentence, paragraph or parts thereof directly involved in the controversy in which such determination shall have been made.

2. The provisions of this Agreement are hereby declared to be separable and if a court of last resort determines any provision to be in conflict with applicable law, such decision shall not affect the validity or the effectiveness of the remainder of the Agreement, and in such case the parties shall meet within seven (7) days to renegotiate an agreement on the invalidated provision.

3. Any wage and benefit increases set forth in this Agreement which are restricted in any way by law, shall be instituted at the earliest date permitted by law to the maximum extent permissible by law. Furthermore, if during the term of this Agreement legislation is enacted which has the effect of preventing or limiting the institution of any wage increases required under this Agreement and/or the payment of any Health and Welfare contributions and/or Pension contributions required under this Agreement, the parties shall meet within seven (7) days to renegotiate a lawful alternative to the invalidated wage increases and/or Health and Welfare and/or Pension contributions.

4. If any proposal submitted by the Union, if granted, may not be put into effect because of applicable legislation, Executive Orders or Regulations dealing with Wage and Price Stabilization, then such proposals, or any part thereof, including any retroactive requirement thereof, shall become effective at such time, in such amounts, and for such periods, retroactively and prospectively, as will be permitted by law at any time during the life of this Agreement and any extension thereof.

## ARTICLE XX - SEVERANCE PAY

1. It is agreed that each employee who is displaced from his employment by reason of plant closing shall be compensated for such displacement provided he has been actively employed by the "Employer" for a period of at least one (1) year. An eligible employee's compensation for his displacement shall be on the

basis of forty (40) hours of severance pay (at his straight time hourly rate of pay) for each year of employment.

2. The above described Severance Pay will not be paid to: any Employee who is offered and accepts equivalent employment with the Company at the same location or with the Company at any location.

3. In the event an eligible employee wishes to remain on the plant seniority list for the purpose of possible recall, he may elect to defer acceptance of his severance pay for a period of twelve (12) months. At any time during such period, however, he may request his Severance Pay and his seniority shall terminate as of that date. If such employee has not been recalled by the end of such period, he shall be paid his Severance Pay and his seniority shall terminate as of that date.

ARTICLE XXI - PARTIES

This Agreement shall be binding upon the Employer, its successors and assigns, upon his heirs, executors, administrators, personal representatives and assigns. In the event the Employer sells, assigns or otherwise transfers the business of the Company whether by sale of stock or assets or otherwise during the term of this Agreement, the prospective purchaser shall be informed of this Agreement and the sale made contingent upon his or its agreeing to accept or be bound by its terms. Should Company sell all or a major portion of its assets, effect a consolidation, merger, reorganization or perform any other act which would tend to alter, change or amend Company's present business format, status or entity, it shall do so subject to the continued existence of this Agreement and shall in any such transaction bind such new Company entity to this Agreement (and any other auxiliary agreements arising therefrom including but not limited to Health and Welfare and Pension Fund Agreements and Declaration of Trusts) as though it were the original Company signator thereto. Company shall forthwith give to Union written notice thereof, designating therein such new Company entity and giving to Union any other pertinent information so as to enable Union to continue, without interruption, its labor relations with such new Company entity.

ARTICLE xxII DURATION, MODIFICATION AND TERMINATION

This Agreement shall be and remain in full force and effect from November 30, 2023; until November 30, 2028; inclusive, and thereafter from year to year; provided that this Agreement will terminate at the expiration of the initial term or any renewal term if either party gives written notice to the other of its desire for termination at least sixty (60) days before such expiration date; and provided that if this Agreement is not so terminated and neither party gives written notice to the other of its desire to change or modify this Agreement at least sixty (60) days before any such expiration date, then this Agreement shall remain in full force and effect after such expiration date until a new Agreement (the terms of which shall be retroactive to such expiration date) has been negotiated and signed or until either party gives the other seven (7) days written notice of termination, and provided further that no termination of this Agreement shall affect the duration of the obligations of the parties concerning payment for employee health and welfare benefits, pensions, dues and assessments.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands at Cleveland, Ohio, the 28<sup>TH</sup> day of DECEMBER, '12.

TEAMSTERS LOCAL UNION NO. 507

BY: Holly Dini  
BY: [Signature]

TECHNICAL PRODUCTS, INC.

BY: Tom Perousek

BY: Tom Perousek

1/8/24-kk