

AGREEMENT

BY AND BETWEEN

AMESBURY GROUP INC., FOAM-TITE[®] DIVISION

AND

**THE INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA (UAW), LOCAL 2232**

OCTOBER 1, 2013 - SEPTEMBER 30, 2017

INDEX

ARTICLE		PAGE
1	Recognition	1
2	Non-Discrimination	2
3	Management	2
4	Union Security and Checkoff	3
5	Union Representation	6
6	No Strikes - No Lockouts	8
7	Hours of Work and Overtime	9
8	Continuous Operations	12
9	Seniority	15
10	Job Bidding	17
11	Layoff Procedure	19
12	Recall	21
13	Temporary Transfers and Assignments	22
14	Wages	23
15	Shift Preference	25
16	Reporting and Call Back	25
17	Pension Plan	26
18	Transition Bridge Benefit	27
19	Vacations	28
20	Holidays	31
21	Personal Days	33

INDEX, continued

ARTICLE		PAGE
22	Health Insurance	35
23	Sickness & Accident Insurance	36
24	Group Life Insurance	37
25	Bereavement Pay	38
26	Jury Duty	38
27	Leaves of Absence	39
28	Safety and Health	44
29	Grievance Procedure & Arbitration	46
30	Manual Work by Supervisors	49
31	Occupational Injury	49
32	Rest Period and Wash-up Time	49
33	Posting of Notices	50
34	Legislation	50
35	General Provisions	51
36	Successorship	54
	Term of Agreement	54
	Absence Policy	56
	Drug Testing Policy	57
	Wage Scale	58

AGREEMENT

THIS AGREEMENT is made and entered into on this 1st day of October, 2013, by and between AMESBURY GROUP INC., FOAM-TITE© DIVISION, AMESBURY, MASSACHUSETTS (hereinafter called the "Company") and THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), and its Local No. 2232 (UAW) (hereinafter called the "Union").

ARTICLE 1 **Recognition**

1.1 The Company recognizes the Union as the exclusive collective bargaining agent in respect to rates of pay, wages, hours of employment and all other conditions of employment for all production and maintenance employees at the Company's Plants located in Amesbury, Massachusetts, including shipping and receiving employees, truck drivers, factory clerks, quality control employees who work in production areas and punch a time card, line chiefs, leadmen in machine shops who are not supervisors, but excluding office clerical employees, professional employees, technical employees, draftsmen, quality control employees on the salaried payroll, guards, watchmen, assistant foremen, foremen and supervisors, as defined in the Act.

1.2 Research and Development work—particularly the creation of new products and the development of production methods for those products-- is a function of management. When extensive production runs occur during product development, bargaining unit members shall perform such production work, which will be offered on a voluntary basis in accordance with seniority and, absent volunteers, will be assigned to the most junior employee in the affected classification.

ARTICLE 2
Non-discrimination

The Company and the Union agree that they will not discriminate against any employee on the basis of race, color, religion, age, sex, sexual orientation, veterans status, qualified disabled status, national origin, citizenship or lawful immigration status, or union activities, or other protected status as provided by law.

ARTICLE 3
Management

3.1 Subject to the provisions of this Agreement, the management of the Company's facilities and the direction of the working forces--including the right to hire, to discipline or discharge for just cause, to assign employees to jobs, to transfer employees within the facilities, to increase and decrease the working force, to determine the materials or products to be handled, serviced, produced or delivered, the methods and processes to be used in connection therewith, to determine the hourly, daily and weekly schedules of employment, to make, administer and enforce Plant rules--are vested solely and exclusively in the Company.

3.2 The Company has the sole right to run its business, except as the exercise of such right may conflict with this Agreement, and without limiting the generality of the foregoing, it is up to the Company to decide, for example, how many facilities it will have, where they will be located, what operations will be performed therein, what equipment will be used, what work is to be done, when it is to be done and who will do it.

3.3 Any of the rights, powers and authorities which the Company had prior to entering into this Collective Bargaining Agreement are retained by the Company, except as modified by this Agreement.

3.4 Any decision made by the Company to give a bonus or work incentive payment, to give turkeys, holiday gifts or picnics, or similar

discretionary practices, are recognized as having been made in the Company's sole discretion, and not as an obligation; and the Company shall not be required by any provision of this Agreement to continue any such practice in whole or in part except as the Company, in its sole discretion, may elect to do so.

3.5 Although the discretionary incentive bonus program is exclusively within the Company's unilateral control, the Company will provide 14 days prior notice and an opportunity for the Union to meet and discuss its concerns before any change.

3.6 The Company shall notify the Union before introducing any new type of equipment, before setting up a new department or before establishing a new job classification. Prior to such introduction, the Union and the Company shall meet to discuss the impact on the workforce.

3.7 In the event any bargaining unit employee as of October 1, 2004 loses employment by the Company due to continuous production improvement activity, the Company, for the duration of this contract, will provide such displaced employee with preferential hiring rights for any vacant, non-skilled trade position in the bargaining unit provided that the employee is able to satisfactorily complete the required training in the customarily allotted time.

ARTICLE 4

Union Security and Check Off

4.1 Any employee who is a member of the Union on the effective date of this Agreement shall, as a condition of employment, maintain his membership in the Union. Any employee who is not a member of the Union on the effective date of this Agreement shall become a member on the 31st day following the effective date of this Agreement or date of employment, whichever is the later, and shall, as a condition of

employment, maintain his Union membership. For all purposes of this Agreement, membership in the Union shall be deemed to have been maintained if an employee has not failed for a period of one month to tender regular dues, as provided in the Union's Constitution and Bylaws. The name of any employee who is a member of the Union whose dues are delinquent for one month or more shall be reported by the Union in writing to the Company, and if such delinquencies are not paid by such member within five working days after receipt of such notice by the Company, such member shall be deemed as not having maintained his Union membership within the meaning of this Agreement. Upon payment of such delinquencies within the time above specified, the dismissal shall not be required hereunder.

Checkoff.

4.2 The Company will deduct from the wages of the employees in the Bargaining Unit dues, reinstatement and initiation fees, upon presentation of standard UAW authorization forms, as set forth in Appendix A.

4.3 Deductions shall be made from the second payroll period each month, and such deductions shall be remitted to the designated financial officer of the Union not later than the tenth day of the following month. The Company shall furnish the designated financial officer of the Union with an alphabetical list of all those for whom check-off authorization forms have been delivered, specifying the amount deducted for each or the reason why no deduction was made.

4.4 In case a member of the Union has no funds available from which deduction may be made, the Company shall deduct arrearages at the next pay period in which funds are available.

4.5 The Company will give each employee in the Bargaining Unit a copy of the Agreement in force at the time.

4.6 The Company will notify all new employees that the Union is the certified bargaining representative for all employees in the Bargaining Unit and is so recognized by the Company.

4.7 The Company agrees to deduct, upon voluntary written authorization, \$1 per month of union dues from pension payments to retirees. Provided, however, if five (5) or less employees authorize such monthly dues deduction the Company may deduct a \$12 annual dues deduction in lieu of the monthly deductions.

4.8 The Union shall indemnify and save the Company harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of or by reason of action taken by the Company in maintaining and enforcing union security or in making payroll deductions of Union membership dues, reinstatement or initiation fees made pursuant to the provisions of this Article.

Checkoff of Contributions to UAW V-CAP

4.9 The Company agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that each such employee executes or has executed the "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form, as set forth in Appendix A; provided further, however, that the Company will continue to deduct the voluntary contributions to UAW V-CAP from the pay of each employee for whom it has on file an unrevoked "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form.

4.10 Deductions shall be made only in accordance with the provisions of and in the amounts designated on said "Authorization for Assignment

and Checkoff of Voluntary Contributions to UAW V-CAP" form, together with the provisions of this Section.

4.11 A properly executed copy of the "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted hereunder shall be delivered to the Company before any such deductions are made, except as to employees whose authorizations have heretofore been delivered. Deductions shall be made thereafter, only under the applicable "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" forms which have been properly executed and are in effect.

4.12 Deductions shall be made monthly. The Company agrees to remit said deductions promptly to UAW V-CAP, care of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW). The Company further agrees to furnish UAW V-CAP with the names and addresses of those employees for whom deductions have been made and the amounts deducted for each employee. This information shall be furnished along with each remittance.

ARTICLE 5 **Union Representation**

5.1 The Union shall be represented by a Plant Committee composed of one Committeeperson per shift in Foam, plus one Committeeperson from other non-Foam operations, and one from the Shipping Department for so long as that plant remains in operation, one of whom shall be designated Plant Chairperson and shall work on the first shift. The Company agrees to discuss expansion of the Committee if there is substantial expansion of the workforce warranting additional

representation. Absent agreement by the parties, the Plant Committee shall consist of five members.

5.2 The Chairman and the Committee members shall not be subject to involuntary transfer from their districts during the term of their office. For the purposes of representation in the time of layoff and recall procedures, the members of the Plant Committee shall head the seniority list with the understanding, however, that this shall not be used for the purpose of exercising any preferential rights on any other job.

5.3 The Plant Committee shall represent the Local Union at the third step of the grievance procedure and at any special meetings with management, including contract negotiations.

5.4 Additional meetings between the Plant Committee and Management may be held by mutual agreement for the purpose of discussing shop problems.

5.5 The Union shall have the right to redistrict the Plant for the purpose of Union representation in cases of changes in the number of departments and the contraction or increase in the working force.

5.6 No Plant Committeeperson shall leave his department on grievance matters until he has first notified and received approval from his supervisor, and, upon approval, he shall notify the supervisor of any department visited. This approval shall not be unreasonably withheld. Before leaving his department, the Union representative shall record on an appropriate form supplied by the supervisor, the department to be visited and, upon returning, will record the elapsed grievance time. No grievances are to be researched, processed, or discussed during over-time work schedules, with the exception of grievances that arise on said over-time work schedules.

5.7 The investigation and processing of grievances during the various steps of the grievance procedure in the Plant shall take place during scheduled working hours. The Company shall pay any time lost at regular hourly rate to members of the Plant Committee in the course of investigating and processing grievances. Reimbursement for time spent on union activities outside the Committeeperson's regular shift shall not count toward overtime calculations. It is understood that the time spent in such investigating and processing shall not be unreasonable or excessive.

5.8 The Union Chairperson or his/her designee and a Company Human Resources representative will meet with newly hired employees at the conclusion of the probationary period to review the terms and conditions of the collective bargaining agreement.

ARTICLE 6
No Strikes No Lockouts

6.1 During the term of this Agreement, there will be no strikes, walkouts, stoppages or suspension of work, sitdowns or slowdowns, picketing or any other interference with the Company's operations. No officer, agent or representative of the Union shall authorize, approve, ratify or condone any of the activities herein prohibited.

6.2 The Company agrees not to conduct a lockout during the term of this Agreement.

6.3 The Union, its officers, agents and representatives, shall make every reasonable effort in good faith to prevent or terminate any action in violation of Section 6.1 of this Article, including, but not limited to, publicly declaring that such action is in violation of the Agreement and instructing and directing the employees to cease such improper conduct and that work be fully resumed.

6.4 The Company may impose any disciplinary action, including discharge, upon any or all of the employees involved in a violation of

Section 6.1. Such action by the Company shall be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 7

Hours of Work and Overtime

7.1 This Article defines the normal hours of work and shall not be construed as a guaranty of hours of work per day or per week.

7.2 The normal workweek shall be 40 hours, consisting of five workdays Monday through Friday of eight hours per day. The workday for purposes of computing overtime shall be the 24-hour period commencing at the employee's scheduled starting time.

7.3 Time and one-half of the employee's regular rate of pay shall be paid for all hours worked in excess of 40 per week.

7.4 Employees shall be paid time and a half for all work in excess of 40 hours of work and/or paid time off per week and on Saturday but without duplication and subject to the condition below. Employees shall be paid double time on all work on Sunday and paid holidays referred to in Article 19. Employees who work and/or receive paid time off of less than 40 hours for the week will receive their straight time rate on Saturday, Sunday, and/or holidays until their worked and/or paid hours for the week equals 40. Paid holiday, vacation, personal days, bereavement time, jury duty, and union leave during the employee's regularly scheduled work time shall constitute "paid time" for purposes of this provision. If an employee reports to work on the employee's scheduled shift but the company is unable to provide such work due to causes beyond the Company's control, the employee's scheduled but cancelled hours will be used for the purpose of calculating overtime. To avoid pyramiding, this provision shall not apply in the event that the employee uses paid time off for the scheduled but cancelled hours.

7.5 The Company reserves the right to change the hourly, daily and weekly schedule of employment. This applies when there is a change of the starting time of the shift of an employee or employees and may involve the entire Plant or any part thereof.

7.6 Daily overtime shall be distributed as equally as practical within a department among the employees regularly assigned to the work on which overtime is required and on the shift which is required to work the over-time hours. Weekend over-time opportunities shall be distributed equitably among the employees regularly assigned to the work, regardless of shift. Time for which an employee is excused from over-time work by the Company shall be considered in determining whether, as to him, there has been an equitable distribution of overtime. Once voluntary overtime opportunities have been exhausted within the department, such overtime opportunities shall be offered to other employees outside of the department and shift provided that such employees are qualified to perform the overtime work at issue. In the event that voluntary overtime requests do not yield sufficient overtime staffing, mandatory overtime may be required of employees regularly assigned to the work and shift on which overtime work is required. Employees permanently transferred from one department to another for any reason shall assume the highest over-time hours recorded upon entering the new department.

Scheduling of Overtime.

7.7 Employees shall be notified of over-time scheduling no later than the day before the required overtime on Monday through Friday and notified for voluntary Saturday or Sunday work the previous Thursday. However, this notice period shall not apply in the following emergency circumstances: a.) overtime required as the result of unanticipated staffing shortages, and; b.) overtime required due to customer demands not

reasonably anticipated by the Company. Notice of mandatory overtime assignments on Saturday (subject to the conditions set forth below) must be given one week in advance.

7.8 There shall be no pyramiding or duplication of overtime.

7.9 The Company and the Union agree that for a period of four consecutive weeks, hours of work per week can be reduced to 32, but not more than three times in any calendar year to avoid temporary staffing reductions. The Company will not institute additional reductions without the Union's advice and consent.. At the termination of any consecutive four-week period, the permanent lay-off procedure will be instituted if a reduction is still required.

7.10 Employees shall be required to work over-time hours scheduled Monday through Friday. Saturday and Sunday work shall be on a voluntary basis except that if the Company cannot obtain sufficient number of qualified volunteers for Saturday overtime, the Company can mandate one Saturday shift (4-8 hours) per month per employee. Employees can arrange to have a qualified employee substitute for them for mandatory Saturday overtime assignments. The Company agrees to consider exceptions to specific mandatory Saturday overtime assignments in the case of demonstrated significant hardship.

7.11 A shift differential of ten percent of the base rate is paid for each hour of work on the second shift and a shift differential of thirteen percent of the base rate is paid for each hour of work on the third shift for employees hired on or before October 1, 2013. For all employees hired after October 1, 2013, the shift differential shall be \$.75 per hour for second shift and \$1.25 per hour for third shift. Shift differential does not apply to extended hours of earlier or later shifts.

7.12 No employee shall be required to work more than twelve hours per day on an involuntary basis. Overtime in excess of twelve work hours per day shall be voluntary.

7.13 The Company has the right to declare “Calendar Correction Days” at its sole discretion. A Calendar Correction Day is a single day of plant closure in conjunction with a holiday or other event. Employees may use personal, vacation or other accrued paid time, or they may take time off excused, without pay.

ARTICLE 8

Continuous Operations

8.1 Following at least 180 days' written notice to the Union, which notice shall not be given prior to the commencement of production on the fourth foam line to be added to the plant, the Company shall have the right to place in-line foam extrusion jobs (Lead Foam Processor, Foam Processor A and Foam Processor B) on a continuous, seven-day operation schedule in accordance with the working schedule and special rules set forth below. The continuous operations schedule and rules will not be applied either to secondary/fabrication jobs in the foam department or to other jobs within the plant without the Union's prior consent. During the 90-day notice period, the Company and the Union shall confer to address and resolve any issues that arise in connection with the change to continuous operations, consistent with the terms of this Agreement. Thirty days' notice to the Union will be required should the Company elect to return any seven-day operation to the normal contractual workweek.

8.2 Shift Hours. Four shifts (A, B, C and D), each working alternating two-day and five-day work weeks of 12-hour shifts, as follows:

	<u>Week One</u>	<u>Week Two</u>
Monday	Shifts A & C	Shifts B & D
Tuesday	“ “ “	“ “ “

Wednesday	Shifts B & D	Shifts A & C
Thursday	“ “ “	“ “ “
Friday	Shifts A & C	Shifts B & D
Saturday	“ “ “	“ “ “
Sunday	“ “ “	“ “ “

Shift hours shall be 6:00 a.m. to 6:00 p.m. (Shifts A and B) and 6:00 p.m. to 6:00 a.m. (Shifts C and D) unless the parties shall otherwise agree. All working time scheduled in accordance with the above schedule, including weekend and holiday work, shall be normal working time, subject only to the overtime rules set forth below.

Shift premiums: Day shifts: 3%
Night shifts: 10%

8.3 Overtime: The following overtime rules shall apply to employees working on the seven-day schedule:

(a) Overtime (time and one-half) will be paid on all hours worked in excess of 40 in a workweek. Otherwise applicable contractual premium pay rules shall not apply.

(b) Overtime (time and one-half) will be paid to employees who work additional hours outside their scheduled work hours -- i.e., employees who work a third day in a week in which they are scheduled for two days.

8.4 Holiday pay: When continuous foam production work runs through a contractual holiday (including the employee's birthday), (a) foam department employees who are not scheduled to work the holiday will receive 12 hours' holiday pay, provided that they satisfy the normal holiday pay eligibility rules, and (b) foam department employees who do work the holiday will receive their normal pay for the day plus 12 hours' holiday pay, and 12 hours of unpaid compensatory time for use at a later date. Normal 8-hour holiday pay rules will apply in all departments that

are not on continuous operations, and will apply in all departments on any holidays (for example, the Christmas shutdown break) on which no production work is scheduled.

8.5 Paid leave: Paid leave (vacation, bereavement, jury duty, personal days, etc.) for employees working in continuous operations on 12-hour shifts will be adjusted as follows: time will be taken in one and one-half day increments, that is, two missed 12-hour days = 3 missed eight-hour days. For example, an employee who schedules vacation during a week in which he or she is scheduled for two 12-hour days' work will use three vacation days and will receive three days' vacation pay during that week.

8.6 "Swapping": Employees working continuous operation jobs may, with prior notice to the Company, exchange working shifts with other employees in the same classification to permit them to meet family and other personal obligations, provided that the exchange does not result in either (a) any employee working consecutive shifts, or (b) any work being paid at overtime rates that would otherwise have been paid at straight-time rates.

8.7 Breaks: For each 12-hour foam shift, there will be one 20-minute break in each four-hour segment of the shift.

8.8 Job postings: In advance of the change to continuous extrusion operations, incumbent Foam Operators and Lead Operators will first have the opportunity to select shift openings on the basis of seniority. Remaining new positions created by the addition of a fourth foam extrusion shift will then be posted for bid.

8.9 Utility Foam Support: At the time the foam extrusion work begins 12-hour shift operations, a new job description -- Utility Foam Support -- will come into being, encompassing all secondary foam

fabrication functions, that is, all functions not directly involved in in-line foam extrusion. The rate of pay for the job will be the current rate for Foam Operator B, plus the rate increase negotiated for 10/1/93, and shall remain constant for the life of this Agreement. In filling these positions, existing B Operators who have elected not to select a 12-hour shift opening in extrusion shall have bid preference, on the basis of seniority.

All Foam Operators on the payroll as of October 3, 2000 will be treated as A Operators.

ARTICLE 9 Seniority

9.1 Company seniority as used in this Agreement is an employee's length of continuous service with the Company in years, months, and days dating from his most recent date of hire. Employees who were employed by USM Bailey Division on September 29, 1978 and were employed by the Company on October 1, 1978 will be credited with Company and job seniority earned at USM Bailey Division.

9.2 Each new employee and each employee rehired after a break in Company seniority shall be considered as a probationary employee for the first 45 calendar days of employment or until he shall have actually worked 30 full days, whichever is longer, after which, except as hereinafter provided in Section 9.3 of this Article, his seniority shall date back to his date of hire or rehire, as the case may be. Probationary employees shall not have seniority and may be disciplined, laid off, discharged or otherwise terminated at the sole discretion of the Company, and such action shall not be subject to the grievance and arbitration provisions of this Agreement. Probationary employees are not eligible for fringe benefits, paid holidays, personal days or vacation pay accrual. The

Company may waive or shorten the probationary and eligibility period on a case by case basis.

9.3 The Company, upon notice to the Union, may extend an employee's probationary period for a period of 45 calendar days beyond the date it would otherwise have ended, as hereinbefore provided.

9.4 An employee's seniority shall terminate upon:

- (a) discharge;
- (b) voluntary quitting;
- (c) retirement;
- (d) an unreported absence of three workdays, unless he is unable to notify the Company because of circumstances beyond his control, in which case he will notify the Company as soon as he is able to do so;
- (e) accepting employment elsewhere while on leave of absence;
- (f) failure to return from a leave of absence upon expiration of the leave, except where the employee is prevented from returning by conditions beyond his control, in which case he shall make every reasonable effort to notify the Company of his inability to return as soon as his inability to report is known;
- (g) after having been laid off an employee does not return to work within five working days of his receipt of a recall letter or telegram mailed or delivered to the address appearing on the Company's employment records;
- (h) layoff for the shorter of the length of the employee's accumulated seniority at the commencement of the layoff or 18 months.
- (i) failure to return to work at the conclusion of a medical leave of absence. The maximum length of a medical leave of absence shall be eighteen months except in cases of compensable, work-related illness or injury, in which case the maximum length of leave of absence shall be twenty-four (24) months.

9.5 A seniority employee who is transferred by the Company to any position outside the Bargaining Unit shall, if he is returned by the

Company to the Bargaining Unit within sixty (60) days from the date of his transfer out of the Bargaining Unit, be credited with the Company seniority possessed by him at the time of his transfer out of the Bargaining Unit. Such employee may exercise such Company seniority in the job classification held by him prior to his transfer out of the Unit. In the event the employee's Company seniority is not sufficient to entitle him to displace another employee, as hereinbefore provided, the employee's placement shall be governed by Article 11. An employee displaced as a result of the operation of this Section shall in turn be placed in accordance with Article 11.

9.6 It shall be the sole responsibility of all employees covered by this Agreement to notify the Personnel Office of the Company in writing of their proper address and any changes thereafter. Such written notice shall be given by the employee in the Personnel Office on forms provided by the Company, one copy of which is to be given to the employee. Neither the Company nor the Union shall have any responsibility for any employee who fails to receive a message because of his failure to comply with this provision.

9.7 The Company shall furnish the Chairperson with two employee lists every three months -- one by order of seniority and one in alphabetical order. The Company will also furnish the names of all new hires and terminations on a weekly basis.

ARTICLE 10 **Job Bidding**

10.1 Whenever a permanent vacancy occurs in a job classification in the Bargaining Unit and the Company desires to fill such vacancy or a new job classification in the Bargaining Unit is created by the Company, the Company will post a notice of such vacancy on the Plant bulletin boards for a period of 48 hours; Saturdays, Sundays and holidays, as defined in

Article 19, excluded. At the time of the posting, a general description designed to reasonably identify the type of work to be performed, any specific qualifications or requirements to perform the job, and the shift shall be posted. Employees who are interested in bidding for such vacancy shall sign their names on bidding forms.

10.2 Posting will be filled, except as hereinafter provided in this Article, in accordance with the following factors:

- (a) Company-wide seniority.
- (b) Qualifications to perform the work required at the time the vacancy exists. Company-wide seniority shall be the determining factor where skill and ability are relatively equal among the employees involved.

The Company shall be the judge of qualifications, subject to the right of the Union to present a grievance in accordance with Article 29 of this Agreement.

10.3 An employee who is awarded a job after he has bid on the job must take it. Once an award is made pursuant to a bid, the employee shall be assigned to the job within fifteen working days absent a need to accommodate further job bidding, but not to exceed 30 working days without the consent of both parties. An employee who has been awarded a job shall be ineligible to bid on another job during the first six months following the date of award.

The six-month limitation shall not apply to an employee who is displaced but will apply if he thereafter bids successfully on another job until such time as he may be again displaced.

An employee who successfully bids into a job gives up all recall rights to any former position.

10.4 In the event a posted job is not filled through the posting procedure, the Company may fill the job vacancy by transferring a

probationary employee, by offering the job to an employee who did not apply, or by hiring a new employee.

10.5 Nothing in this Article shall prevent the Company from filling a posted vacancy until it is determined whether there are applicants who have the qualifications required.

10.6 An employee once having been awarded a posted job who is unable to perform satisfactorily in a period prescribed by the Company which shall not be less than twenty (20) nor more than sixty (60) working days from the time of his transfer will return to his former job and shift. The Company may terminate the training at any time if the Company determines that the employee lacks the aptitude or ability to perform the required tasks. Employees displaced as a result shall similarly return to their former jobs. Termination of the training period prior to the completion of the prescribed training period shall be subject to the grievance process.

10.7 This Article shall not be applicable to probationary employees.

ARTICLE 11 **Layoff Procedure**

In the event of a layoff occasioned by a reduction in force, the following procedure shall apply:

11.1 All temporary employees shall be laid off first.

11.2 The person with the least seniority in the classification to be reduced shall be displaced first and shall exercise bumping rights in accordance with the following provisions.

11.3 An employee displaced from his classification shall have the right to bump an employee with less Company seniority in a classification of equal or lower pay in the Plant (see Appendix B), provided he is then qualified to perform the job.

11.4 If an employee is unable to exercise any bumping rights, he shall be laid off.

11.5 An employee whose bumping rights cause him to be reduced by more than one pay rate (see Appendix B) may elect to be laid off.

11.6 In all instances in this Agreement where the ability of the employee is in question, the Company shall make the decision as to such ability, provided, however, that the Union has the right to file a grievance if it is claimed such determination is not made fairly and equitably.

11.7 The lay-off procedure set forth in this Article shall apply to employees laid off because of a sale of the unit or the closing of a department.

11.8 No senior employee shall be laid off involuntarily when there is a junior employee working in the Plant in a job that the senior employee is then qualified to perform, that is, a job in which the senior employee can demonstrate satisfactory aptitude and ability within a period of three (3) working days. The 3-day period may, in appropriate circumstances, be extended by mutual agreement by the Company and the Union.

Temporary Layoff.

11.9 A temporary layoff is defined as a layoff of not more than twelve (12) working days. The provisions covering temporary layoffs shall apply to all employees in the Bargaining Unit.

11.10 In the event of a temporary layoff, the Company shall have the right to lay off employees in accordance with their seniority within their job classifications.

11.11 Upon resumption of work, employees shall be recalled to their jobs as their classifications open up.

11.12 The temporary lay-off provisions shall not be used for the purpose of avoiding seniority adjustments by scheduling a series of temporary layoffs to meet planned production needs.

11.13 If necessary to retain some employees as members of a skeleton crew in a department during the temporary layoff, seniority employees will be used when practical. The departmental structure of the Company is set forth in the Appendix of this Agreement.

11.14 The Company will continue to contribute to the cost of health insurance for the laid off employee through the end of the month following the month in which the layoff occurs. The employee shall thereafter have the right to continue participation in Company health insurance programs on a self-paid basis in accordance with COBRA or other applicable state or federal law.

ARTICLE 12

Recall

Employees shall be recalled to their jobs in the following manner:

12.1 When an employee is needed in a classification that has previously been reduced, the employee with the greatest seniority in that classification will be recalled first, whether that employee is laid off or working in another classification in the Plant. Employees laid off or reduced from their classifications shall then be recalled to open classifications on the basis of Company seniority, the most senior employee to be recalled first, provided he is then qualified to perform the job.

12.2 Employees reduced in pay who have opted for voluntary layoff in accordance with Section 11.5 shall be recalled on the same basis as other laid off or displaced employees, but no employee shall be required to accept recall to a job, which is two or more wage levels lower than the job from which he was laid off or displaced. In all instances in this Agreement

where the ability of the employee is in question, the Company shall make the decision as to such ability, provided, however, that the Union has the right to file a grievance if it is claimed such determination is not made fairly and equitably.

ARTICLE 13
Temporary Transfers and Assignments

13.1 The Company reserves the right to make such transfers as may be necessary--not to exceed 20 working days at one time or a total of 60 working days in a contract year--to fill temporary vacancies due to

- (a) The absence of employees from their jobs (an absent employee is one who is not working at his assigned job for any reason other than being laid off).
- (b) The waiting time required by the recall procedure.
- (c) The waiting time required by the posting procedure.
- (d) To meet temporary production difficulties.

13.2 In the event of temporary transfer, an employee will earn his regular straight-time hourly rate or the hourly rate of the job to which he is transferred, whichever is higher.

13.3 The above-specified 20 and 60-day limits may be extended by mutual agreement between the Plant Committee and the Company.

13.4 Senior employees who can perform the work will be first offered the opportunity to accept any transfer of one full working day or more. Whenever possible, the junior employee will be transferred from the classification to fill needed jobs. If the more junior employee cannot do the needed job or jobs, the more junior employee in a classification who can do the job will be transferred.

13.5 A movement of an employee within the same job classification is not a transfer.

13.6 Employees assigned to a temporary transfer without bid may not use work performed while on that transfer as qualifications for future jobs. A temporary vacancy caused by a leave of absence of greater than 30 working days may be filled by a temporary bid. Employees awarded the temporary bid may use the work performed while on that bid as qualification for future jobs.

13.7 The Company may assign any bargaining unit work to any bargaining unit employee notwithstanding the classification in which the employee is employed or the nature of the work the employee generally performs. If the employee is assigned to duties and responsibilities that exclusively fall within a higher job classification for two consecutive hours or more the employee will receive the wage rate of the higher job classification for the shift.

ARTICLE 14

Wages

14.1 The wage rates payable during the life of this Agreement are set forth in Appendix B of this Agreement. These rates reflect negotiated increases in all wage rates effective October 1, 2013....2%; October 1, 2014.... 2%, October 1, 2015.... 2%, and October 1, 2016.... 2%.

14.2 Three levels of Foam Operators shall be established effective October 1, 2007. All incumbent Foam Operators A shall remain Foam Operators A. All Foam Operators B as of September 30, 2007 shall be reclassified as Foam Operator Trainees. The new "Foam Operator B" positions, created effective October 1, 2007, will apply only to employees hired on or after October 1, 2007, and shall have the same job content and otherwise be the same as Foam Operator A position except that Foam Operators B shall be paid at the prior Foam Operator B wage rate. After seven years of service as a Foam Operator B, the employee will be

classified as a Foam Operator A. Foam Operator Trainee shall be an entry level foam operator position. Foam Operator Trainees must pass a test to advance to Foam Operator A or B positions, and must achieve such A or B status within one year of their commencement of the Foam Operator Trainee position. (For avoidance of doubt, those employees hired prior to October 1, 2007 who thereafter transfer into a Foam Operator Trainee position will be eligible to advance directly from Foam Operator Trainee to Foam Operator A; employees hired on or after October 1, 2007 advance from Foam Operator Trainee to Foam Operator B positions.) Foam Operator Trainees shall be paid at a wage rate to be determined by the Company provided that such wage rate is greater than \$14 per hour but is less than the wage rates of Foam Operators B. The rate established for a Foam Operator Trainee shall remain in effect for the entire duration of the employee's tenure as a Foam Operator Trainee. The "janitor" rate shall be frozen at \$17.00 per hour but the incumbent in that position as of October 1, 2010 shall not be subject to this wage freeze. The New Product Development Technician rate of pay shall be increased to \$22.94 as of October 1, 2010. A new position of Tool Room Machinist has been established with a rate of \$25.33 plus the hourly increases reflected in Section 14.1.

14.3 Effective October 1, 2013, the work week shall start at 10:48 p.m. on Sunday, and will conclude at 10:47 p.m. on the following Sunday. Wage payments shall be made on Fridays.

14.4 Two levels of Machinists will be established effective October 1, 2007. A new job classification of Machinists B will be established based on job content. All incumbent Machinists will be grandfathered as Machinists A. Machinists A will earn \$1.50 per hour more than Machinists B upon successfully passing a performance test. The Company

and the Union will work together to establish a training program to provide opportunities for Machinists B to advance to the Machinist A classification.

14.5 On or before September 15 of each contract year the Union may reallocate up to .25% of the wage increase scheduled for October 1 toward health insurance premium payments.

ARTICLE 15 **Shift Preference**

Employees shall have shift preference within their respective job classifications and shall be entitled to transfer into an opening in the same job classification on another shift in accordance with their seniority. This right shall take precedence over Job Bidding. However, once a year during the first week of December the employees in the classification will exercise shift preference by seniority, with the senior employee having the right to move in his shift preference, provided there is a mutual volunteer on the shift of his choice. Both parties must agree. Such a move is to take place no later than the first week of the following January. Any other voluntary change in shift would have to be approved by the Company and the Union. December first week changes do not require Management approval. This Article will take effect the first week of December 2001 and will remain in effect for the life of the contract.

ARTICLE 16 **Reporting and Call Back**

16.1 An employee who reports for work on his scheduled shift and worked the days and hours of his previously scheduled workday shall be provided with a minimum of four hours' work or, in lieu thereof, shall receive a minimum of four hours' pay at his base hourly rate of pay. The minimum of four hours' pay may include a combination of pay for work and pay in lieu thereof up to the minimum. If work is not available for an

employee at his regular job, he may be assigned to other work. The minimum four-hour guaranty of work or pay in lieu thereof, as hereinbefore provided, shall not apply when the inability to provide such work is due to causes beyond the control of the Company such as work stoppages, breakdowns, fires, power failures and acts of God. The minimum four-hour payment shall not apply where the employee was notified prior to the beginning of his scheduled shift not to report to work. Notification by calling the telephone number on record with the Company shall be considered as notification under this Article.

16.2 Any employee who is called back to work after leaving the Plant after the completion of his last scheduled shift and before his next regularly scheduled starting time shall be paid the hours worked at the applicable overtime, including shift premium or four hours' pay at his base hourly rate of pay, whichever is the greater.

16.3 Skilled trades employees shall be required to perform only the necessary work required to complete the job for which they are called back to the Plant in accordance with Section 16.2 of the Labor Agreement. For purposes of this provision, skilled trades employees shall be defined as Lead Master Electrician, Lead Maintenance Mechanic, Lead Tool & Die Maker, Machinist, Maintenance Mechanic and Foam Production Technician.

ARTICLE 17 **Pension Plan**

17.1 The Amesbury Group Inc. Foam-Tite Division Retirement Plan for Hourly Rate Employees(the "Pension Plan"), and the benefits therein, will be continued for the life of this Collective Bargaining Agreement except as amendments may be mandated by law for those employee-participants as of October 1, 2010. The Pension Plan shall be closed to new

participants effective October 1, 2010. Employees hired after October 1, 2010 shall be eligible for participation in a Section 401k plan provided by the Company which provides for a Company match of 50% of those employee's elective deferral up to 6% of the employee's pay. Eligibility for the Company match is established after one year of service. All terms of the Section 401k plan shall be in accordance with applicable law.

17.2 The Plan shall provide the following with respect to Unit of monthly, normal retirement benefit: \$30.00.

17.3 The Plan provides that employees who had less than ten years of service under the USM-Bailey Plan at the time of their initial hiring by Amesbury Group, Inc. Foam-Tite Division (then Weatherseal Corporation) on October 1, 1978, shall be given credit for those years of service for vesting and benefit purposes under the Plan. It provides, further, that employees with fully-vested benefits in the USM-Bailey Plan shall be given credit for vesting and benefit purposes for years of service under that plan, subject to a deduction for the amount of benefits actually payable to the employee under that plan.

17.4 In addition, the Plan provides:

- (a) five-year vesting;
- (b) an increase in maximum years of credited service from 35 to 40; and
- (c) compliance with laws regarding the requirement of a spouse's agreement to the election of any form of pension payment option other than joint and survivor annuity.

ARTICLE 18 **Transition Bridge Benefit**

A Transition Bridge Benefit providing survivor income insurance and transition benefits in the event of the death of an active employee under

which the survivor income insurance benefit shall be \$250.00 per month in addition to life insurance benefits on the following basis:

- (a) Dependent surviving spouse, \$250.00 per month for 24 months.
- (b) After 24 monthly payments, a benefit of \$250.00 per month until age 62 will be paid to a dependent surviving spouse age 50 or older at the time of death of employee.

ARTICLE 19
Vacations

19.1 (a) Employees who have completed their probationary periods shall be eligible for vacation in accordance with the following schedule:

Less than one year as of June 30.	One-twelfth of two weeks vacation for each calendar month of employment prior to June 30
Completion of twelve calendar months of employment as of June 30	2 weeks vacation
7 years seniority, anytime during the vacation year.	3 weeks vacation
16 years seniority, anytime during the vacation year.	4 weeks vacation
30 years seniority, anytime during the vacation year.	5 weeks vacation

(b) New employees may not take vacation within the first six (6) months of employment. For the purpose of this paragraph, a “new employee” is an employee hired on or after October 1, 2004.

19.2 (a) All existing seniority list employees as of October 1, 1990 shall receive vacation pay at 115% of their straight-time hourly rate (46 hours' pay per week).

(b) For all employees hired after October 1, 1990: 40 hours' pay per week.

19.3 It is the policy of the Company to determine prior to March 31 if the production facilities will be shut down for annual vacation or whether it will remain in operation throughout the year. If the Company determines, based on customer requirements, to be shut down, all possible employees will be scheduled for vacation during this shutdown period. Any employee who might be required to work during the shutdown period shall be given as much notification as possible, and a substitute vacation schedule shall be agreed to. If the Company determines to remain in operation, every effort shall be made to schedule vacations for individual employees as they desire. Employees shall notify their supervisor at least two weeks in advance of a desire to schedule vacation. The request is normally granted unless it would conflict with production needs or other employee requests. Employees desiring to take single vacation days shall provide notice to the Employer with at least forty-eight (48) hours prior notice. In the event employees within the same classification request identical time for vacation and no mutual agreement can be reached, seniority shall govern. Final scheduling of all vacation will rest with management in order to assure orderly operation of the Company. Employees shall be paid vacation pay with the last paycheck prior to start of vacation.

19.4 Vacations must be taken during the year in which they are earned. Under unusual circumstances and with the approval of the department supervisor, the third and/or fourth week of vacation may be carried over to the next vacation year. Any vacation carried over must be exhausted during the subsequent vacation year and may not be accumulated for future years.

19.5 In the event of a summer shutdown, all employees who are entitled to two or more weeks' vacation will receive two weeks' vacation pay prior to the shutdown period. Employees on medical leave and employees who work during the shutdown may arrange to take their vacation time at a later date.

19.6 Employees shall continue to accrue vacation credit for a period of 60 days while on leave of absence due to a non-work related sickness or accident, and for six months for a Worker's Compensation-related absence. Vacation pay shall be computed at the rate of pay last earned immediately prior to the leave of absence. Such payment will be made at the time of Plant shutdown or July 1 of each year. An employee who returns from a leave of absence after receiving vacation pay is not entitled to vacation time off until the next vacation year.

19.7 Employees who were employed by USM Bailey Division on September 29, 1978 and by the Company on October 1, 1978 shall retain their USM Bailey Division "hire dates" and seniority for vacation purposes.

19.8 Vacation days may be taken in one-half-day (4-hour) increments, subject to the provisions of section 19.4.

19.9 As of January 1, 2008, employees who receive two attendance disciplinary warnings the prior year will be restricted the use of one half of their annual vacation allotment from January 1 – May 31, with the remaining allotment available thereafter.

19.10 During Calendar Correction Days, vacation or inventory shutdowns, work in the plant during the shutdown will be assigned to qualified employees in the following fashion:

- a. first, to employees who have no vacation entitlement;
- b. secondly, to employees who have less than two weeks' vacation entitlement

- c. thirdly, to employees with two weeks of vacation entitlement;
- d. fourthly, to employees with three weeks' vacation entitlement.

Within each of these groups work will be offered to the most senior employees first.

19.11 The Company and the Union recognize the Company's need to retain flexibility and to perform inventories with maximum efficiency. The Company and the Union, therefore, recognize the Company's right to select for such inventories the employee or employees it determines to be best qualified to perform the inventory in question efficiently.

ARTICLE 20
Holidays

20.1 The Bargaining Unit will observe the following holidays:

2013	November 28 and 29 December 24, 25, 26, 27, 30 and 31
2014	January 1, April 18, May 26 July 4, September 1, November 27 and 28 December 24, 25, 26, 29, 30 and 31
2015	January 1 and 2, May 25, July 3, September 7, November 26 and 27 December 24, 25, 28, 29, 30 and 31
2016	January 1, March 25, May 30, July 4, and September 5, November 24 and 25, December 23, 26, 27, 28, 29 and 30
2017	January 2, April 14, May 29, July 3 and 4, September 4,

In addition to the above holidays, the employee's birthday will be treated as a holiday.

20.2 Eligibility requirements for holiday pay shall be as follows:

- (a) The employee shall have completed his period of probationary employment as provided in Section 9.2.

- (b) The employee works on his full last scheduled workday immediately preceding and his full next scheduled workday immediately following the holiday. An employee who fails to work on his last full scheduled workday immediately preceding a series of holidays will not be paid holiday pay for the first day of the series of holidays. An employee who fails to work on his first full scheduled workday immediately following a series of holidays will not be paid holiday pay for the last day in the series of holidays. An employee who fails to work on his full scheduled workday immediately prior to and after a paid holiday will not be paid holiday pay for either the first or last day in the series of holidays.
- (c) The employee is actively employed and is not on a layoff status or on leave of absence.

20.3 Any employee who volunteers to work on any of the holidays referred to in this Article and fails to report for and work his regular schedule on that holiday, shall not be entitled to holiday pay.

20.4 Any employee who works on any of the holidays referred to in this Article shall receive, in addition to any holiday pay to which he may be entitled under this Article, double time his regular straight-time hourly rate of pay for hours so worked.

20.5 Employees who qualify for holiday pay under the provisions of this Article shall be entitled to such holiday pay only for the day on which the holiday is celebrated.

20.6 Holiday pay for each of the holidays referred to in this Article shall be eight hours' pay computed at the employee's base hourly rate of pay (including shift premium).

20.7 Those holidays designated as paid holidays in Section 20.1 which fall on Saturday will be observed on the previous Friday and those falling on Sunday will be observed on the following Monday.

20.8 In the event any of the holidays specified above in Sections 20.1 through 20.5 fall within an employee's vacation and the employee is otherwise eligible to receive holiday pay, the employee shall receive at his

or her option an extra day off with pay at a time mutually agreed upon or holiday pay therefore.

If a holiday occurs during the annual plant shutdown, the shutdown period will be extended by one additional day to account for the holiday.

20.9 If an employee is absent on the day before or the day after a paid holiday due to sickness or accident, verified as to authenticity to the satisfaction of the Company, he will qualify for holiday pay provided he has worked one day in the week in which the holiday falls. Employees must provide 72 hour prior notice of intent to take off (paid or unpaid) any state holiday not observed as paid holiday.

ARTICLE 21 **Personal Days**

21.1 Employees who have completed their probationary period may be absent from work for personal reasons with pay for three days in each year.

21.2 Employees are able to accrue, and carry over from year to year, a total of 15 unused personal days. To implement this accrual cap, the Company will work with employees whose accumulated personal days as of October 1, 2010 is greater than 15 days to ensure that any such employee who reasonably cooperates with the Company in lowering their accrual balance will not forfeit any personal days. To avoid any doubt, employees who demonstrate reasonable efforts to reduce their accumulated personal days shall not be subject to forfeiture even if the Company is required to grant them exceptions to the cap during one or more years as they reduce their accumulation.

21.3 Employees must give forty-eight (48) hours advance notice of their intention to take a personal day for planned or anticipated absences. . An employee must give one hour prior notice of emergency inability to attend work unless nature of emergency makes it impossible to provide

such notice. When impossible to provide one hour prior notice, employee must provide earliest possible notice For this purpose, an emergency is an occurrence, such as illness, that prevents an employee from giving timely notice.

21.4 Employees may earn up to forty (40) additional hours of personal time per year, as follows: on each January 1, April 1, July 1 and October 1, each employee who, for the prior six (6) months, has no disciplinary warnings for attendance and has not been absent on holidays not observed by the Company, will earn an additional ten (10) hours of personal leave.

21.5 Personal time may be taken in increments of two or more whole hours, subject to the provisions of section 21.3. However, in the event of an unanticipated tardiness, employees may use one hour increments of personal time subject to Section 21.3. This authorization to use one hour of personal time for unanticipated tardiness can only be used three times during any 12 month period.

21.6 The Company will have the right to require that employees use vacation and personal time to compensate for time lost due to Family Medical Leave Act ("FMLA") leave. However, employees eligible to earn two weeks or less of annual vacation may elect not to use up to five (5) days of accrued vacation time. Employees who are eligible to earn three or more weeks of vacation time may elect not to use up to 10 days of accrued vacation time for FMLA leave.

21.7 Failure to provide appropriate notice for vacation, personal days or other absences shall be subject to progressive discipline.

21.8 Notification to an employee that an absence was "unexcused" will be provided to the employee within one week of the event when possible. Under unusual circumstances, such as absence or unavailability

of appropriate management officials, the notification period may be extended for a total combined period of fifteen (15) working days.

21.9 If an employee uses personal time on any workday, the employee will be paid at overtime rates only for those hours worked in excess of eight hours worked that day.

21.10 The Company will pay personal days on October 1 of each year (except for perfect attendance personal days which are paid periodically, as stated above).

ARTICLE 22 **Health Insurance**

22.1 The Company shall make one or more health insurance plans available to regular full-time bargaining unit employees. The Company will seek to offer the same or comparable health, dental and vision insurance coverage as provided to its non-union workforce at Amesbury, MA. The Company shall have the right to select and unilaterally change the specific plans, insurers, coverage and conditions of such insurance and may change plans, insurer's coverages, deductibles, or other conditions within its discretion. In the future, the Company may require employees to enroll in its Wellness Initiative as part of its healthcare insurance benefit. For October 1, 2013-September 30, 2015, the Company shall contribute a payment equal to 75% of the Sanford wellness premium payment. If health insurance is not re-opened pursuant to Section 22.3, the Company will pay 70% of the wellness premium rate for the remaining two years.

Employees electing coverage will pay by payroll deduction the difference between the employer contribution and the monthly premium cost of the selected coverage.

22.2 Health Insurance Waivers

Employees waiving coverage will be compensated at the rate of 40% of the applicable rate of employer contribution for the coverage for which they were otherwise eligible. The Health Insurance Waiver set forth in Section 22.3 shall be subject to re-opener if option is exercised by either party.

- (a) in order to decline coverage, an employee must first present written documentation confirming that he or she and his or her dependents are covered by adequate insurance from another source;
- (b) an employee declining coverage may not collect under this provision if he or she is a member of the same family and/or household as another Amesbury employee who does receive coverage;
- (c) a declining employee must acknowledge his or her election in writing at the time of annual enrollment in the Company health care plan; and
- (d) a declining employee must acknowledge in writing that he or she will be unable to re-enroll in coverage in the Company health care plan until the beginning of the next plan year--i.e., January 1.

22.3 By written request by either party by September 1, 2015, the contract can be reopened for 45 days starting on October 1, 2015 on the sole issue of health care coverage and cost (including health insurance waiver). Absent agreement as of November 15, 2015, the parties can strike or lockout as applicable if no agreement is reached. If no economic action (strike or lockout) is commenced by November 20, 2015, the reopener expires and the terms of Section 22.4 shall apply for the remaining two year term of the contract.

ARTICLE 23 Sickness and Accident Insurance

23.1 The present Sickness and Accident Plan shall be continued for the duration of this Collective Bargaining Agreement, with weekly

indemnity of \$430. Employees shall not be eligible for sickness and accident insurance until seven (7) months following their date of hire.

23.2 The Company will continue to allow bargaining unit employees to participate in AD&D, LTD, dental and life insurance plans offered to its nonunion employees at the Amesbury plant, subject to the same terms and conditions applicable to its nonunion employees.

ARTICLE 24
Group Life Insurance

A Group Life Insurance Plan, providing coverage of \$28,000 and \$56,000 accidental death shall be continued during the life of this Agreement.

ARTICLE 25
Bereavement Pay

25.1 The Company will pay an employee, other than a probationary employee, at his base hourly rate of pay (including shift premium) for time lost from work as a result of the death of any of the following employee relatives: wife, husband, father, mother, child, brother, sister, mother-in-law, father-in-law, stepchild, stepmother, stepfather, grandparents of the employee, grandchild, son-in-law and daughter-in-law.

25.2 An employee shall receive payment for such time lost from work only insofar as such time lost occurs during the period between the date of death and the day of the funeral of the deceased relative, inclusive.

25.3 Payment for such time lost from work during any one day shall be based upon the employee's regularly scheduled hours of work, but not to exceed eight hours in a workday. In no event shall payment for all such time lost from work by an employee due to any one death exceed payment for three days or, in the case of a spouse or child, five days.

25.4 In the case of the death of an employee's brother-in-law, sister-in-law, or spouse's grandparents, one day's pay will be given, as above, on the day of the funeral.

25.5 Funeral leave pay will not be paid in addition to another type of allowed pay for the same days, such as holiday pay, vacation pay, etc.

25.6 To be eligible for the bereavement pay provided herein, an employee must attend the funeral of his deceased relative referred to above, must give notice, where possible to the Company of the purpose of such absence not later than the first day of such absence, and, when requested, must submit proof of such death, his relationship to the deceased, and the date of the funeral.

25.7 In the event of the death of a spouse or child, paid time lost may be five consecutive work days that include either the date of death or the day of the funeral.

25.8 In the event of the death of a parent, paid time lost may be any three consecutive work days, including either the date of death or the day of the funeral.

ARTICLE 26 **Jury Duty**

In the event that an employee is called for jury duty, the employee shall be permitted to be absent from work so to serve and shall be paid for time spent as a juror the difference between the amount he received for jury duty (excluding travel allowances or reimbursement of expenses) and the amount he would have received, computed on the basis of the employee's base hourly rate (including shift premium) up to a maximum of eight hours a day, had he been employed by the Company during such time provided he was scheduled to work during such time. To be eligible for the jury duty benefits provided herein, an employee must have

completed his probationary period. In addition, the employee must give the Company reasonable notice that he has been summoned for jury duty, must furnish satisfactory evidence that he reported for and performed jury duty during the time for which he claims payment, and during the period of jury service the employee must report for work when his services as a juror are not required. An employee who volunteers (without being summoned) for jury duty will not receive any of the jury duty benefits listed above. Jury duty pay shall be limited to three weeks for regular employees and three days for probationary employees.

ARTICLE 27 **Leaves of Absence**

27.1 Military Leave.

- (a) The Company will comply with the requirements of all State and Federal laws with respect to employees who are called to serve in the armed forces of the State of New Hampshire, Commonwealth of Massachusetts, or United States.
- (b) **Military Reserve Leave:** An employee who has completed his probationary period and who is required to attend training duty for the purposes of maintaining his active reserve status will, if the training duty requires his absence from work for five or more consecutive working days, be paid for the time involved, but not to exceed two work weeks in a calendar year, the difference, if any, between the amount of base pay (including extra pay such as for flying or sea duty) received from the Government and his base hourly rate (including shift premium). The employee must furnish proof of earnings.
- (c) An employee shall accumulate seniority during the aforementioned military leave.

27.2 Medical Leave.

- (a) Employees who have completed their probationary period and are absent because of sickness, injury or disability, including disability related to pregnancy and childbirth, will, upon request made in writing to the appropriate personnel representative, be granted a leave of absence up to 12 months (with an additional six month extension at the Company's discretion, for a total of 18 months), provided such request is supported by acceptable medical evidence. Employees requesting such leave shall complete the requisite medical forms and shall furnish proof of continuing sickness or injury when requested by the Company. The Company may, in its discretion, require the employee to be examined by an unaffiliated physician of its choice prior to the beginning of the employee's leave to ascertain eligibility for leave or suitability of other accommodations, or at the expiration of the employee's leave, as provided herein, the employee shall be returned to his regular classification. In the event the employee is then unable to perform the duties of his/her regular classification, the employee may be assigned to any job that is open at the Company's discretion provided the employee is capable of performing the required work. The maximum period of any leave of absence for illness or disability shall be eighteen months, except in case of compensable injury as set forth below. Medical leave shall run concurrently with FMLA leave. Employees who have completed their probationary period, who are absent because of an industrial illness or accident arising out of or in the course of their employment, shall be considered on sick leave for the period they are receiving worker's compensation payments up to a maximum of three years and shall continue to accrue seniority for such period. Vacation credit and personal day accrual on leaves of absence for sickness or accident cease after thirty days of non work-related medical leaves and after six months for Worker's Compensation-related leaves.
- (b) All medical leaves of absence granted under Section 27.2(a) of this Article shall be without pay and with accumulated seniority. The Company will continue to contribute to the cost of health and dental coverage (to the same extent then applicable to active employees) for the duration of any such leave.

27.3 FMLA Leave

- (a) The Union and Company shall abide by the terms of the Family and Medical Leave Act (FMLA) to the extent said law applies to the Company's operations, and those rights, privileges and prerogatives attributable to the employee or the Company under such Act shall be exercisable by the employee or Company, as applicable. The Company shall utilize a twelve month rolling lookback for FMLA eligibility calculations.
- (b) Under the federal Family and Medical Leave Act employees who have worked for the Company for twelve (12) months and for at least 1,250 work hours during the prior twelve (12) months may be entitled to up to twelve (12) weeks of unpaid leave for one or more of the following reasons:
- for the birth of a child or to care for a newborn child
 - for the placement with the employee of a child for adoption or foster care
 - to care for an immediate family member (spouse, child or parent) with a serious health condition
 - for the serious health condition of the employee
- (c) Military Family Leave Entitlement. Eligible employees whose spouse, son, daughter or parent are on "covered active duty" or called to "covered active duty" status may use their 12-week FMLA leave entitlement to address certain things such attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
- (d) The Company shall establish and maintain a written FMLA policy, which specifies the respective rights and responsibilities, privileges of employees and the Company under FMLA. This policy shall be either distributed to employees or posted in an appropriate area of the plant.
- (e) The Company will designate at least two individuals for employees to report to for FMLA issues. The Company shall provide a response to employee FMLA requests.

27.4 Small Necessities Leave Act.

Under the Massachusetts Small Necessities Leave Act, employees who qualify for FMLA leave also may be eligible to take up to 24 hours of unpaid leave during a 12 month period to participate in certain school activities of their children, to accompany their children to medical or dental visits, or to accompany elderly case. Employee rights and responsibilities under this law (including prior notification requirements) shall be set forth in a company policy that either is distributed to employees or is posted in an appropriate place in the plant. The Company shall use a twelve month rolling lookback for SNLA eligibility calculations. It is the employee's option whether to use vacation or personal days.

27.5 Personal Leave.

- (a) In addition to the leaves of absence hereinbefore provided in the Agreement, a personal leave of absence may be granted by the Company, in its discretion, for any reason which it deems sufficient. An employee desiring such leave shall submit an application to the appropriate Personnel Representative stating the reason and duration of the requested leave. Except in cases of emergency, an application for a leave of absence under this Section 27.5 shall be submitted to the appropriate Personnel Representative no less than three weeks prior to the date the leave is to commence. Such personal leave of absence, if granted, shall be for not more than one month, but may be extended for periods not in excess of 30 days each on written application by the employee, provided, however, no such leave of absence, including all extensions thereof, shall be for more than three months. The denial of an employee's request for leave of absence under this Section 27.5 shall not be subject to the grievance and arbitration provisions of this Agreement.
- (b) All leaves of absence granted under Section 27.5 (a) of this Article shall be without pay and with accumulated seniority. The employee shall continue to be responsible for payment of the employee insurance contribution during the first 30 days of such leave. Thereafter, the employee is responsible for the entire premium contribution payment

for all insurance benefits during the remaining term of the leave.

27.6 Union Leave.

- (a) Union Office: A member of the Bargaining Unit elected or appointed to a full-time Union office shall be granted a leave of absence equal to his term of office. Such leave shall be without pay and shall be limited to one member of the Bargaining Unit at any one time. At the expiration of his term of Union office, he may exercise his seniority rights to return to a job in line with his accumulated length of service provided he has the ability to perform the work. Union Office leave of more than 30 days shall be without benefits unless a reimbursement agreement is reached. Effective January 1, 2014, all new union leaves of absence shall be limited to six months duration.
- (b) Two members of the Bargaining Unit shall be granted a leave of absence not in excess of two weeks every three years to attend Union conventions. Employees, not to exceed two at any one time, selected to attend a Union function similar to a convention shall be granted a leave of absence not in excess of two weeks. The Employer shall give consideration to an additional number upon request, taking into consideration the operational needs of the Plant. However, no more than two employees may be on union-related leave at any one time absent Company approval (This shall not apply to Amesbury contract negotiations.)
- (c) The Committee Chairperson of the Unit, the President, Vice President, Financial Secretary and the Recording Secretary of the Local Union shall be granted leaves to attend to Union business outside the Plant, provided he gives his supervisor notice as far in advance as possible. Intermittent Union leave must be requested at least one week in advance, except in emergency circumstances, and may be denied based on compelling staffing needs.
- (d) Seniority will continue to accrue during the leaves provided for by Sections 27.6(a), 27.6(b) and 27.6(c) of this Article, but said leaves shall be without pay.

27.7 Any employee who intends to return to work before the termination of any leave of absence granted under this Article must notify the Personnel Office not less than two working days prior to the date fixed for return. The Company may require an employee returning to work after an absence due to illness or injury to obtain a doctor's note certifying their fitness to return to work. The Company may also require a doctor's note and/or appropriate certifications for FMLA leave, ADA compliance or medical leave qualification. The Company may require employees seeking an accommodation due to disability to be examined by a doctor unaffiliated with the Company for the purposes of determining the need for an accommodation and, if a qualifying disability is shown, the nature of accommodation required.

ARTICLE 28 **Safety and Health**

28.1 The Company recognizes its responsibility to provide, to the extent practical and possible and in compliance with the requirements of law, a safe and healthful working environment for all employees. The Union recognizes its responsibility to cooperate in improving the working environment. The provisions set forth in this Article are an expression of the intent of the Company and the Union to accomplish these objectives.

28.2 The Company and the Union shall establish a joint Safety and Health Committee which shall include one Union representative and one Management representative from each of the Company Plants. The Unit Chairperson shall be a permanent member of the Joint Safety and Health Committee in addition to the above.

28.3 The Safety and Health Committee members shall be paid at their regular rate of pay for such time as may be necessary to investigate safety problems and at their regular hourly rate of pay for time spent at regular

monthly meetings of the Committee. At such monthly meetings and at other times, the Safety and Health Committee may request through a member or members and shall be furnished with reports and statistics relating to health and safety matters which shall include, but not be limited to, accident reports, statistical reports and the reports on the investigation of any serious industrial accident. At such monthly meetings any member may bring to the attention of the Committee any matter concerning health and safety in the Plant.

28.4 Safety and Health Committee members, one representative of the Company and one representative of the Union, shall accompany government inspectors and consultants acting for the Company or the Union on all surveys, investigations and inspections conducted in the Plant. The Union shall have the right to have its experts enter the Plant to investigate any health and safety problem.

28.5 The Safety and Health Committee shall inspect the Plant as often as necessary but at least monthly.

28.6 Prompt notification to the Safety and Health Committee shall be given of all lost time accidents, and those of a serious nature shall be investigated.

28.7 The Company shall provide in writing to the Safety and Health Committee upon request the identity of any chemical and its composition to which an employee may be exposed at work.

28.8 The Safety and Health Committee shall make recommendations to Plant management on any hazardous conditions.

28.9 The Company will continue to provide such safety equipment as the Company determines to be necessary to carry out its responsibilities under this Article.

28.10 At any time if the heat in the Plant becomes abnormal and oppressive, steps shall be taken to provide relief.

In determining whether or not heat is abnormal and oppressive, such factors will be considered as the outside temperature at the Plant, the humidity, and the number of successive work days the abnormal and oppressive heat has continued.

Steps to be taken may include, but are not limited to:

- (a) Relief time from the job for a minimum of a five-minute period of rest.
- (b) Permission in the form of a heat pass to visit the nurse as requested.
- (c) Suspended operations in some departments or the entire Plant for one or more shifts.
- (d) Employees in individual cases may be granted permission to leave work upon request because of the effect of abnormal and oppressive conditions of heat upon them.
- (e) Servicing and maintaining the air moving equipment such as fans and ventilators.

28.11 The Company will copy the Local Union President on all Health and Safety Committee meeting minutes, material safety data sheets, and related documents. The Company will provide notice of all lost time accidents to the Union Chairperson within 24 hours.

ARTICLE 29

Grievance Procedure and Arbitration

29.1 Any grievance which may arise between the parties shall be presented in the following manner and order and within the time limits set forth herein. A grievance is defined as any dispute concerning the meaning or application of any of the specific provisions of this Agreement.

Step One: The employee may present his grievance to his Committeeperson or his supervisor. In the event the employee elects to discuss his grievance with the supervisor, his Committeeman shall be

present during such discussion. Should the employee elect to discuss the grievance with the Committeeperson, his Committeeperson will discuss the grievance with the supervisor. The employee may be present during such discussion. The supervisor shall give his reply within 24 hours after the discussions as aforementioned.

Step Two: If the reply given by the supervisor is unsatisfactory to the Union, and the Union wishes to appeal, the Committeeperson shall prepare a written grievance signed by the employee which shall set forth the facts relied upon, the section of the Agreement allegedly being violated and the remedy sought. The written grievance shall be presented to the Company's Production Manager no later than three workdays after the supervisor's reply. The Company's HR Manager or designated representative shall, within three workdays from receipt of the written grievance, meet with the Plant Chairperson and the Plant Committeeperson involved in Step One to discuss the grievance. The employee may also be present. The Company's HR Manager or designee will reply to the grievance in writing within three workdays after said meeting.

Step Three: If the grievance is not settled in Step Two and the Union wishes to appeal, the Union shall submit the written grievance within five workdays from its receipt of the Company's answer in Step Two to the Operations Manager. The Operations Manager or designated representative shall then meet with the Plant Committee and International Representative within five workdays to discuss the grievance. The Operations Manager, or designee, will reply to the grievance in writing within five workdays after said meeting. The Company may have additional representatives present, and the Local Union President may be present at this step.

Step Four: If the grievance is not settled in Step Three, the Union may, within 30 workdays after the written response of the Company is received, submit the grievance to arbitration as hereinafter provided.

29.2 The arbitrator shall be selected and the arbitration proceedings shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall have the power and authority to arbitrate only those cases presented to him under the terms of this Agreement and he shall have no authority, jurisdiction or power to amend, modify, nullify, delete or add to the provisions of this Agreement. Within the limits of his authority, the decision of the arbitrator, to the extent permitted by law, shall be final and binding. The cost of arbitration shall be borne equally between the Company and the Union.

29.3 No employee shall have the right to require arbitration, that right being reserved to the Union exclusively.

29.4 No grievance shall be entertained or processed unless it is presented to the Company within five workdays after occurrence of the event giving rise to the grievance or of the date the employee first acquired knowledge of the occurrence. The term "first acquired knowledge of an occurrence" shall mean when an employee who, by reasonable diligence such as inquiry of the supervisor or Human Resources or a Union Committeeperson or other Union officer or by examination of seniority lists or payroll checks or stubs, could have learned of facts which could be the basis of a grievance on his or her behalf.

29.5 Failure to present a grievance within or advance it in accordance with any of the time limits specified shall be deemed an abandonment of the grievance. Failure of the Company to reply to a grievance within the

time limits specified shall constitute a resolution of the grievance in favor of the party presenting it. The time limits specified may be extended by mutual agreement of the parties in writing.

29.6 The effective date of any arbitration award shall not be earlier than the date it was requested in Step One of the grievance procedure.

ARTICLE 30 **Manual Work by Supervisors**

30.1 Non-bargaining unit employees shall not perform work customarily performed by members of the Bargaining Unit.

30.2 This shall not prevent a non-bargaining unit employee from giving instruction or training to an employee or performing work in an emergency situation or in cases involving acts of God.

ARTICLE 31 **Occupational Injury**

31.1 An employee injured while performing his job shall be paid for any working time lost on the day of the injury while reporting for medical treatment up to a maximum of eight hours computed at the employee's regular base hourly rate of pay including shift premium.

31.2 The Company will pay an injured employee for time lost from work due to follow-up visits to doctors or hospitals required because of the injury, up to a maximum of two hours' pay at base rate per visit.

ARTICLE 32 **Rest Period and Wash-up Time**

32.1 Two 15-minute rest periods will be allowed during the course of each eight-hour shift. In addition, employees shall receive a five-minute wash-up time before luncheon time and quitting time.

32.2 An additional break will be allowed on over-time work as follows: the employee will be entitled to a break of five minutes for each hour worked over nine in any workday.

ARTICLE 33
Posting of Notices/Forms

33.1 The Company will provide no less than one bulletin board per plant for notices, and no notice shall be distributed or posted except thereon.

Union notices shall be restricted to the following matters:

- (a) Notices of Union recreational and social affairs.
- (b) Notices of Union elections and appointments.
- (c) Notices of Union meetings.

33.2 The Company will provide an area where employees can obtain forms for dental, FMLA, and other personnel matters.

33.3 Any other matters desired to be posted by the Union shall first be submitted to, and approved by, the Production Manager. In no event shall the bulletin boards be used by the Union or its members to disseminating propoganda of any kind whatsoever.

ARTICLE 34
Legislation

Should any of the terms or conditions of this Agreement be held invalid by any court of competent jurisdiction, such other provisions as may not be affected thereby shall remain in full force and effect.

ARTICLE 35
General Provisions

35.1 Words of any gender used in this Agreement shall be held to include any other gender; and words in singular number shall be held to include the plural when the sense requires.

35.2 The Union recognizes the policy of the Company to improve methods and machinery within the Plant and agrees to cooperate with the Company's efforts in this direction to the end of lowering costs and maintaining and improving the Company's competitive position.

35.3 This instrument constitutes the entire agreement of the Company and the Union arrived at as a result of collective bargaining negotiation, except such amendment or amendments hereto as shall have been reduced to writing and signed by the parties.

35.4 The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

35.5 The Company agrees to continue to pay for appropriate facilities for contact negotiations and to reimburse up to five (5) negotiating

committee members at their regular hourly rate for time lost as a consequence of their participation in negotiations.

35.6 Whenever the word "Plant" is mentioned in this Agreement, it shall mean all the plants in existence today that fall within the scope of the Bargaining Unit.

35.7 Employees will comply with Plant rules.

35.8 The Company shall provide any Machinist or Tool and Die Maker the opportunity to purchase related tools and/or equipment incidental to the accomplishment of his job functions which are not made available by the Company and assigned to the employee. Such purchase shall be subject to advanced approval of the employee's supervisor, limited to \$200.00 in any contract year and be subject to repayment to the Company through payroll deduction with a minimum deduction of \$13.00 per week; any such purchase shall be without carrying charge to the employee, and any volume Company purchase discount will be applied to the purchase for the employee's benefit. Personal tools worn, damaged, or destroyed at work will be replaced by the Company at its expense, provided that the employee shall bear the burden of furnishing evidence satisfactory to the Company that the wear, damage or destruction occurred at work.

35.9 For purposes of Article 13, temporary job transfers, and for all other purposes, except where specifically provided herein, the term "seniority" shall mean Company seniority.

35.10 Local Union officers and representatives of the International Union shall be permitted to enter the Company's premises during working hours for the purpose of conferring with Company representatives concerning grievances, disputes and complaints.

35.11 The Company will furnish copies of this Agreement, in booklet form, to all employees.

35.12 Workers employed on day work jobs will be expected to give a fair day's work for their guaranteed base rate as provided for in the Collective Bargaining Agreement.

35.13 The Company will maintain for the life of the Agreement an employee-funded 401(k) plan or similar tax-deferred savings plan, provided that a majority of the bargaining unit enrolls in the plan to justify the administrative expense associated with its maintenance.

35.14 Job Training and Advancement:

- (a) The Company and the Union will cooperate to take advantage of job training program opportunities provided by State- and Federal-funded programs. Nothing in this Agreement shall be construed to compel the Company to fund such programs.
- (b) Bargaining Unit Employees shall continue for the life of this Agreement to be eligible to participate in any Company-wide Tuition Reimbursement Program that may be offered by the Company from time to time.

35.15 The Company may issue Drug Testing and Attendance Policies as of the date of this Agreement in the form and content provided to the Union on September 29, 2007.

35.16 The Company will discontinue its uniform policy. The Company will attempt to buy current uniforms from the uniform provider and, if able to do so, employees may keep the uniforms.

ARTICLE 36
Successorship

The Company will provide a copy of this Collective Bargaining Agreement to any prospective purchaser and will request that any purchaser hire bargaining unit employees.

Term of Agreement

THIS AGREEMENT shall take effect on the 1st day of October, 2013, and shall continue in full force and effect until 12:01 a.m. on the 1st day of October, 2017, and shall be automatically renewed from year to year thereafter unless either of the parties hereto gives written notice of its intention to terminate this Agreement at least 60 days before the date of expiration of this Agreement or of any renewal thereof.

Signed and sealed this 24th day of October, 2013.

AMESBURY GROUP, INC.

By _____
Peter E. Mertinooke
Operations Manager

By _____
Dana Miele
Manufacturing Manager

By _____
Stacy Surprenant
Human Resources Manager

By _____
John F. Welsh
Attorney

INTERNATIONAL UNION, LOCAL 2232,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA (UAW)

By _____
Kevin Boutin
President

By _____
Gardner Lattime
Chairperson

By _____
Derek Perry
Committeeperson

By _____
Ernie Hansen
Committeeperson

By _____
Don Gynan
Committeeperson

By _____
Shawn Cunningham
Committeeperson

Foam-Tite Bargaining Unit Unexcused Absence Policy
Effective October 1, 2007
Modified October 1, 2013

The Foam-Tite Division has made a commitment to our customers to deliver a high degree of satisfaction in our ability to deliver product in a timely fashion. Unplanned absences are time off from work can create significant scheduling problems, unplanned overtime, production bottlenecks, increased costs, and decreased service levels to our customers. It is the responsibility of each employee to attend his or her job on a punctual and regular basis.

Occasionally, an employee finds it necessary to be absent from work due to illness or other unplanned causes. Employees are required to notify their supervisor earlier than one hour before the start-up of their shift. The two call-in phone numbs are 978-388-0581 and 978-834-3226.

For purposes of this policy an individual unexcused absence will consist of up to one full scheduled work day. This policy deals exclusively with unexcused absences.

- An absence of a full shift will be charged as one full unexcused absence.
- Tardiness of less than 30 minutes will be charged as 1/3 unexcused absence.
- Tardiness of 30 minutes or more will be charged as 2/3 unexcused absence.
- Tardiness of 2 hours or more will be charged as one full unexcused absence.
- Early departure of up to 60 minutes will be charged as 2/3 full unexcused absence.
- Early departure of 60 minutes or more will be charged as one full unexcused absence.
- *The first instance of absences on two consecutive work days in a 21 week (147 day) rolling period shall constitute a single unexcused absence and shall result in one disciplinary warning. Thereafter, each unexcused absence, consecutive or intermittent, will earn a disciplinary warning.
- Failure to clock in or out will result in 1/3 unexcused absence.

Each unexcused absence shall result in a written disciplinary warning (except as noted above*). Four written warnings in a 21 week rolling period shall be grounds for immediate termination.

In an effort to prevent abuse, with prior notification to the individual and the Union, the Company may deal with exceptional situations on a case-by-case basis, outside of this policy.

A Doctor's note does not excuse absences that would not qualify as excused under other provisions of the collective bargaining agreement.

Foam-Tite Drug Testing Policy
Effective 10/1/07

As of April 1, 2008, the Company shall have the right to require testing for alcohol impairment or the use of illegal drugs in the following circumstances: upon reasonable suspicion of intoxication, impairment or use during work, in the event of an accident causing \$750 or more damage involving either the Company's equipment or on the Company's premises, and/or accidents involving death, days away from work, restricted (light) duty, medical treatment beyond first aid or loss of consciousness. The drug testing policy shall apply to all personnel at the Company's Amesbury facility.

The Company will continue to conduct alcohol and illegal drug testing of applicants.

Designated managers and union committee persons will be trained by a certified chemical dependency provider to recognize the signs and symptoms of drug and alcohol abuse. Only managers who have received such training shall be authorized to require an employee to submit to testing upon reasonable suspicion. One of the trained Union committee persons shall be given contemporaneous notice of any direction to submit to testing, and a copy of any documentation that served as the basis for such referral.

Employees who voluntarily request assistance with alcohol or drug problems may do so without being disciplined for making the request for assistance.

A failure to submit to testing, tampering with a test, or a positive test indicating impairment or illegal drug use shall be grounds for immediate termination. However, in the instance of a first offense (positive test), the termination decision shall be suspended upon the employee's agreement to submit to whatever measures are prescribed by the EAP to address the employee's positive test. Thereafter, for an eighteen month period the employee will be subject to periodic testing as requested by the Company. If the employee complies with the above requirements and is not tested positive for illegal drug or improper alcohol use thereafter, the employee will not be terminated.

Employee who believes that an initial positive test is in error shall have the right to a re-test. If the retest indicates that first test was erroneous, the Company shall pay for the retest. If the retest confirms a positive result, the employee shall pay for the test.

A second positive test shall result in immediate termination.

The employee will be granted a leave of absence, if requested, for treatment, and will be reinstated upon submission of appropriate medical certification. If otherwise covered under the terms of applicable disability policies, the employee may obtain disability payments during such treatment.

Testing under this policy will be conducted by an independent laboratory certified by the U.S. Department of Health and Human Services. Appropriate chain of custody procedures will be followed. The criteria for a positive test will be those attached hereto as attachment A.

Bargaining unit employees may grieve the application of this policy to them, including claims that positive test results were inaccurate or that they were unfairly selected for testing for discriminatory reasons.

WAGE SCALE				
Job	10/1/2013	10/1/2014	10/1/2015	10/1/2016
Lead Electrician	30.31	30.92	31.54	32.17
Lead Maintenance Mechanic	26.58	27.11	27.66	28.21
Lead Tool & Die Maker	26.58	27.11	27.66	28.21
Tool Room Machinist	25.84	26.35	26.88	27.42
Machinist A	25.09	25.59	26.11	26.63
Maintenance Mechanic	25.09	25.59	26.11	26.63
New Product Development Technician	24.21	24.70	25.19	25.70
Foam Production Technician	24.21	24.70	25.19	25.70
Lead Foam Operator	24.13	24.62	25.11	25.61
Machinist B	23.56	24.03	24.51	25.00
Universal Operator	22.77	23.22	23.69	24.16
Lead Utility Foam support Operator	22.76	23.21	23.68	24.15
Lead Shipper/Receiver/Whse	22.28	22.72	23.18	23.64
Foam Operator A	21.42	21.85	22.29	22.73
Utility Inspector	21.23	21.65	22.08	22.53
Utility Foam Support Operator A - Fab	21.13	21.56	21.99	22.43
Shipper.Receiver.Whse	20.41	20.82	21.23	21.66
Utility Material Handler	20.41	20.82	21.23	21.66
Janitor*	17.34	17.69	18.04	18.40
Foam Operator B	18.66	19.03	19.41	19.80
<i>*incumbent grandfathered as of 10/1/2010</i>				