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# CONTRACT

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YOUNGER  
OPTICS

The Optical Lens Innovators

AGREEMENT

between

YOUNGER MFG. CO.

and

WESTERN STATES REGIONAL JOINT BOARD,  
WORKERS UNITED

Effective December 31, 2019

Through

December 30, 2024

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## AGREEMENT

THIS AGREEMENT is between YOUNGER MFG. CO., hereinafter referred to as the “Company”, and WORKERS UNITED, Western States Regional Joint Board, hereinafter referred to as the “Union.”

### ARTICLE I RECOGNITION

1.1 The Company recognizes the Union as the sole and exclusive representative of all production and maintenance and shipping and receiving employees for the purpose of collective bargaining with respect to wages, hours of employment and other conditions of employment pursuant to the certification of the National Labor Relations Board on February 28, 1989 in Case No. 21-RC-18334 at its facilities located at 2925 California Street, Torrance, California and 1900 W. Artesia Blvd., Rancho Dominguez, California 90220. The bargaining unit excludes all office clerical employees, professional employees, guards and supervisors as defined in the National Labor Relations Act, as amended.

ARTICLE 2  
RIGHTS OF MANAGEMENT

2.1 Except as otherwise specifically provided in this Agreement, the Company has the sole and exclusive right to exercise all the rights or functions of management, and no arbitrator shall have jurisdiction to nullify or modify any of such rights or functions except as expressly provided by a specific term of this Agreement.

2.2 Without limiting the generality of the foregoing, as used herein, the term "Rights of Management" includes: the direction of the working forces, including the hiring, promotion, and transfer of employees; the suspension or discharge of any employee for just cause; the scheduling of working hours in accordance with the provisions of this Agreement; the determination of the layout and the machinery, equipment or materials to be used; the determination of the size of the working force and the amount and kind of supervision necessary, the allocation and assignment of work to employees; the establishment, modification and enforcement of plant rules or regulations; the determination of materials, processes and services, the establishment and enforcement of job standards; the establishment of new jobs and the abolition of existing jobs, the placing of any work with outside contractors or subcontractors; and the introduction of new or improved or different production, maintenance, service or distribution methods or facilities.

2.3 The business of the Company is currently located at 2925 California Street, Torrance, California 90503 and 1900 W. Artesia Blvd., Rancho Dominguez, California 90220. If the Company determines that it will establish a new plant or plants, it will offer to meet with the Union to discuss the reason or reasons for establishing such new plant or plants and the effect, if any, on the employees in existing Company locations, or any of them, including (i) any transfer of any work or any department from any existing plant(s) to such new plant(s), or (ii) transfer of

employees and (iii) Union representation. Subject to the foregoing, the Company retains the right to determine the location of its business operations, the departments of its business, the transfer of work or departments from one location to another, and the opening or closing of any plant or plants.

2.4 The enumeration of management prerogatives shall not exclude other management prerogatives which have not been specifically enumerated.

2.5 The Union does not waive by the foregoing any rights it may have by law to bargain regarding the effects of any transfer of work or departments or the closing or moving of any plant or plants.

ARTICLE 3  
NO STRIKES OR LOCKOUTS

3.1 No Strike. During the term of this Agreement, the Union shall not engage in or sanction any strike or other concerted stoppage of work, slowdown or other interference with the business operations of the Company.

3.2 Employee Participation in Strike. In the event that any employee or group of employees covered by this Agreement shall, during its terms, participate or engage in any strike, concerted stoppage of work or concerted interference with the business operations of the Company, the Union agrees, immediately upon being notified by the Company, to direct such employee or group of employees to cease such activity and resume work at once.

3.3 Discipline. Any employee who violates the provisions of this Article may be disciplined by the Company. Such discipline may include suspension, discharge, or such other discipline as the Company may deem justified. It is recognized that discipline for violation of this Article need not be equal among all violators, provided that it is not arbitrary.

3.4 No Lockout. During the term of this Agreement, the Company agrees that it will not institute a lockout. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, or failure to recall by the Company in the exercise of its rights under this Agreement.



ARTICLE 4  
NON-DISCRIMINATION

4.1 The Company will not discriminate against any employee because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, provided that the employee with a physical or mental disability is (i) able to perform his or her essential duties with reasonable accommodations, and/or (ii) able to perform his or her essential duties with reasonable accommodations in a manner that would not endanger his or her health or safety or the health or safety of others. Any dispute arising out of or related to the provisions of this Section 4.1 or arising out of law or statute, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, the California Fair Employment and Housing Act, the California Whistleblower Protection Act, the Fair Labor Standards Act, the Employee Retirement Income Security Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Uniformed Services Employment and Reemployment Rights Act, the Older Workers Benefits Protection Act, the Unruh Civil Rights Act, the California Business and Professions Code, the California Labor Code, the California Code of Regulations, and any and all applicable California Industrial Welfare Commission Wage Orders, whether individual claims or claims of employees as a collective group or class shall be resolved in accordance with the Grievance and Arbitration provisions contained in Article 15 herein.

4.2 Except to the extent permitted by law or by this Agreement, neither the Company nor the Union will discriminate against any employee with respect to the employee's Union membership or activity or lack of membership or lack of such activity.

4.3 The Company shall not permit agents of the United States Department of Homeland Security (“USDHS”) to have access to its premises, except to the extent required by law or by a warrant of a court of competent jurisdiction. The Company shall promptly notify the Union of any request of the USDHS to have access to the plant premises or of any warrant permitting such access.

4.4 The Employer and the Union agree that each employee and representative of the Employer should be treated with respect and dignity. Verbal abuse, threats or harassment by the Employer or the employee will not be tolerated. Discipline of employees shall not be administered in front of other employees except (i) where the employee to be disciplined requests a witness or Union representative; (ii) where necessary to protect the immediate personal safety or property of employees or the Employer; (iii) where another employee is present for translation purposes with the permission of the individual receiving the discipline; or (iv) where an employee has complained of conduct of another employee.

ARTICLE 5  
HEALTH AND SAFETY

5.1 Rules and Regulations. The Union recognizes the right of the Company to enforce reasonable safety rules and regulations designed to maintain safe plant operations and to modify such rules from time to time consistent with the express terms of this Agreement. If the Company finds it necessary to modify any such rules, the Company will notify the Shop Stewards and all affected employees at least 24 hours before implementation of any modifications. The Shop stewards will notify the Union of such modification. All employees are required to abide by such rules and regulations. The Company and employees will cooperate in keeping the facility in a safe, clean and sanitary condition.

5.2 Safety Devices. The Company shall notify all employees that they have an obligation to wear and use all safety devices reasonably required and furnished by the Company. All such devices shall be furnished at no cost to the employees.

5.3 Safety Standards. The Company shall maintain safe working conditions in accordance with applicable state or federal law.

5.4 The Company shall provide an adequate number of clean drinking fountains or bottles with cool water and clean cups to allow easy access by employees.

5.5 Sanitation. Restrooms shall include appropriate lighting and mirrors and will be stocked with all necessities. The restrooms will be kept free of clutter and maintained in a sanitary condition. The restrooms will be open during working hours, lunch, and rest periods unless temporary closing is necessary for repair, cleaning or remodeling. Hand washing facilities will be made accessible to employees. The Employer will take reasonable measures to keep its facilities free of dust and rodents.

5.6 On-The-Job Injury. All injuries, no matter how minor, must be reported by the employee to his/her immediate supervisor, immediately upon occurrence.

ARTICLE 6  
PAY DAYS

6.1 The regular payroll week begins on Sunday and ends the following Saturday at midnight. Pay day is every Friday and covers the pay period of the previous week ending on the Saturday before the Friday pay day. If a holiday falls on a Friday, pay checks will be distributed on the last working day prior to the holiday. All direct deposits will be made as of midnight on Thursday evening and will be available on Friday regardless of the employees scheduled workweek.

ARTICLE 7  
ACCESS TO COMPANY FACILITIES

7.1 An authorized Business Representative of the Union may meet with employees on Company premises during the lunch period for day shift employees and one-half hour prior to the night shift or during the lunch period for the night shift employees. The front lunchroom will remain unlocked with tables and chairs set up at all times and shall contain both a refrigerator and microwave and be made available at the Torrance building for this purpose. The front lunchroom will be made available no more frequently than twice a week upon twenty-four (24) hours advance notice to the Company.

7.1.1 Employees at the shipping facility (Rancho Dominguez) will be provided a lunchroom and bulletin board for Union activities.

7.1.2

(a) An authorized Business Representative of the Union may request access to the primary employee lunchroom at both the Torrance and Rancho Dominguez facilities for a period of time not to exceed two (2) hours between 7:00 am and 5:00 pm and no more frequently than once for every three (3) month period. Only one Business Representative from the Union may have access at any one time. Such request must be made with one (1) week's advance notice to the Human Resources Manager or Director of Administration. Within forty-eight (48) hours of receipt of the request, the Human Resources Manager or Director of Administration shall notify the Business Representative if the time and date requested for such access is acceptable to the Company, and if not, provide the Business Representative with alternative dates and times.

(b) During the period of time in which the Business Representative is visiting the primary employee lunchroom at any Company facility, the Business Representative shall abide by the following guidelines:

(i) at the Employer's discretion, the Business Representative may be accompanied by a Company representative at all times within the facility;

(ii) the Business Representative shall not be disruptive to employees or the Company, including, without exception, employees not interested in discussions with the Business Representative;

(iii) no flyers, handouts, pamphlets or other written materials shall be distributed in the primary employee lunchroom; provided, however, that the Business Representative shall be entitled to provide written materials relating to the Union or Union related activities if requested by an employee (materials on the table are acceptable during the visit but must be removed upon the visit ending);

(iv) no potential grievances, complaints, disputes, or issues concerning any alleged violation of this Agreement will be discussed, investigated or made part of public discussion during these lunchroom visits and if such issues are raised by an employee or any group of employees, the Business Representative will schedule private discussion sessions with such employees at an alternative time;

(v) at all times while present in a Company facility, the Business Representative will conduct themselves with the utmost professionalism, courtesy, and civility toward all employees and the Company;

(vi) the Business Representative shall not solicit funds, sell raffle tickets, or otherwise request, seek or solicit money from employees for any purpose while

on Company property (Union membership applications shall not be considered solicitation of funds); and

(vii) the Business Representative shall comply with all reasonable safety or other rules, requirements, or conditions as may be promulgated by the Human Resource Manager or Director of Administration.

(c) Repeated failure of the Business Representative to abide by the guidelines set forth above may result in a termination of visitation privileges under this Section 7.1.2.

7.2 If an authorized Business Representative desires to meet with an employee privately during working hours, the Company shall provide the Business Representative with a private area for such a meeting. The Business Representative shall provide the Company with twenty-four (24) hours advance written notice in order to be assured of the availability of the employee. The Company will release the employee from his/her duties if the time off is no more than one hour and the employee consents to the meeting. The employee will not be paid for time off from work for such meeting. No more than two (2) employees will be released at any one time for such meeting. No more than two (2) such meetings will be scheduled during any calendar week.

7.3 The Company shall provide the Union with a bulletin board to use in the front lunchroom at the California Street facility. The Company shall also provide a location, to be determined at the sole discretion of the Company, for a bulletin board at its current shipping facility. The bulletin board supplied by the Company shall remain the property of the Company and may be used by the Union for posting notices approved by the Union and restricted to: (a) notices of Union recreational and social affairs; (b) notices of Union elections; (c) notices of



Union appointments and results of Union elections; and (d) notices of Union meetings. Any other notices shall be approved by the Director of Human Resources and Safety before posting. The Director of Human Resources and Safety shall not unreasonably withhold his approval of a notice.

7.4 There shall be no other posting by the Union of notices, pamphlets, or any kind of literature on Company property.

7.5 The Company will provide the Union no more frequently than once every three (3) months with a list of employees, setting forth their names, classifications, dates of hire, rates of pay, birth date, phone number, last four digits of their social security number, department, and addresses when requested by the Union.

7.6 The Company will provide the Union with copies of agreements between the Company and third parties for the provision of life insurance and medical insurance.

7.7 The Union agrees to maintain in confidence and not use or disclose, for any reason or purpose, any and all documents, employee personnel information, or any other information provided to Union by Company arising from or related to Company's obligation to provide information under the terms of this Agreement (collectively "Information") or in negotiation hereof. Notwithstanding the foregoing, the Union shall be permitted to discuss the Information with its attorneys, accountants, internal Union employees, and employees of the Company, as long as all recipients of the Information agree to be bound hereby.

ARTICLE 8  
HOURS OF WORK AND OVERTIME

8.1 Purpose of Article. This Article defines the hours of work and shall not be construed as a guarantee of hours of work per day or per week nor as a limitation on the number of hours that an employee may be required to work during a day or week.

8.2 Normal Hours of Work. The normal hours of work shall be eight (8) consecutive hours per day and forty (40) hours per week for five (5) consecutive days each week, however, the number of hours of work per day and per week shall vary based upon the given department. The Company may maintain a Sunday through Thursday shift for various departments. Employees assigned to such shift will receive a shift differential of at least fifty cents (\$.50) per hour for the entire shift. The Company may maintain a Tuesday through Saturday shift for various departments. Employees assigned to such shift will receive a shift differential of at least fifty cents (\$.50) per hour for the entire shift. Employees assigned to any shift that desire to change to another schedule or shift may do so in accordance with Article 21.2. In the event the Company requires an employee to work on the Sunday through Thursday shift, the Company will select in reverse seniority order qualified employees to assign to the Sunday through Thursday shift.

8.2.1 AFTA Production Shift. The normal work hours for the AFTA Production Department shall be twelve (12) consecutive hours per day and on a 3 or 4 consecutive day work week, working either a Sunday to Wednesday or a Wednesday to Saturday schedule, with alternating Wednesday's off. The work week length will rotate between 3 and 4 consecutive days, to promote an equitable environment for the employees. Employees assigned to such shifts will receive a shift differential of at least \$.30 per hour for the entire shift. Meal and rest period

breaks during AFTA Production shifts may be adjusted, upon reasonable advance notice, as needed to satisfy production concerns.

8.3 Shift Hours. The Company will fix the regular shift schedules and special shift schedules. The Company will provide employees with at least five (5) working days' notice of any change in the regular shift schedules. The Company will give as much advance notice as possible to employees working on special shift schedules of any changes in such schedules.

8.4 Overtime. For workers on a five day eight-hour shift, all work in excess of eight (8) hours in any one day or forty (40) hours in any one week shall be compensated at one and one-half (1 ½) times the employee's regular rate of pay. Where an employee works in excess of twelve (12) hours in one day, that employee shall receive twice his/her regular pay for all hours worked in excess of twelve for that day. Paid holidays will be counted as hours worked for the purpose of computing weekly overtime. Weekly overtime will be calculated on the basis of the current Sunday through Saturday payroll week.

8.5 Meal and Rest Break Periods.

(a) For all shifts, the Company will provide two fifteen (15) minute paid break periods in addition to a thirty (30) minute unpaid meal period. During a rest or meal break, employees will be relieved of all duties and provided a reasonable opportunity to take a full uninterrupted break. Any employee dispute, whether such dispute is brought by an individual employee or a group or class of employees, relating to this provision or any violation of federal, state or local law, including, but not limited to, any alleged violation of the California Labor Code, California Code of Regulations, Industrial Welfare Commission Wage Orders, or Fair Labor Standards Act, shall be resolved through the grievance and arbitration procedure set forth in Article 15 of this Agreement.

(b) The Company shall also be entitled to arrange the break periods in any manner as allowed by law and as agreed to in advance by the Union. The Company and Union agree that as a result of unique manufacturing processes, and in order to avoid waste of valuable raw materials, it is not always possible to schedule break periods in the middle of shifts.

8.6 The Company may elect to close down for all or part of the period of time between the day before Christmas and the day after New Year's Day in any year. If the Company elects to close down, any employee may elect to use any accrued but unused vacation days in his/her account.

8.7 Shift Differentials. All employees that work on second shift shall receive a shift differential of thirty cents (\$0.30) per hour. All employees that work on third shift shall receive a shift differential of fifty cents (\$0.50) per hour. Any shift differentials given under this Article shall not be computed in calculating yearly cost of living increases under Article 24 of this Agreement.

8.8 Department Leads. Lead employees within given departments shall be entitled to a shift differential of fifty cents (\$.50) per hour for the entire shift.

ARTICLE 9  
HOLIDAYS

9.1 Holidays Observed. The Company will observe the following holidays as full day holidays:

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving

Day after Thanksgiving

Christmas Eve

Christmas Day

New Year's Eve

Employee's Birthday

The Shipping Department may be required to work certain holidays, however, employees within the Shipping Department shall be entitled to select an alternate day off within thirty (30) days immediately before or after the worked holiday. If any of the above holidays occurs on a Sunday and is observed by the State of California on a Monday, such day will be observed as the holiday for this Agreement. If a holiday falls on Saturday, the Company will observe the holiday on the previous Friday.

9.2 Holiday Pay. To qualify for holiday pay, an employee must have been employed for at least two weeks prior to the holiday, must not be on leave of absence, and must work at least six (6) hours of their scheduled workday immediately before and after the holiday.

Employees may not use available sick pay to qualify for the six (6) hour rule to qualify for holiday pay, except if reasonable advance notice is given for a scheduled medical appointment. An employee on layoff for a period in excess of five (5) workdays before any holiday will not qualify for the holiday pay. A holiday will be compensated at the employee's basic straight time hourly rate of pay times eight (8). (One-half day holidays times four (4)).

9.3 Work on a Holiday. Any employee who works on a holiday will receive his holiday pay of eight (8) hours at straight time plus one and one-half (1 ½) times the employee's regular rate of pay for all hours worked on the holiday subject to the overtime requirements of Article 8.5.

## ARTICLE 10 VACATIONS

10.1 Vacation Allowances. Each employee will receive a vacation allowance based on the employee's years of continuance service with the Company from the employee's anniversary date of most recent hire as follows: (i) one week of paid vacation for the employee's first service year; (ii) two weeks of paid vacation for the employee's second through eighth service year, (iii) three weeks of paid vacation for the employee's ninth through twentieth service year, (iv) four weeks of paid vacation for any employee with in excess of twenty years of service, or (v) five weeks of paid vacation for any employee with in excess of thirty years of service.

10.2 First Service Year. An employee does not accrue any vacation credit unless he successfully completes his probationary period, in which event, he/she will be credited with accrual of vacation time from the date of hire.

10.3 Pro-Rata Vacation Credit. Vacation time is accrued on a calendar month basis for each employee who was paid hours of eighty (80) or more during that month. If the employee has paid hours less than eighty (80) hours during any calendar month, the employee will receive no credit of pro-rata vacation time for that month. The employee will be credited with one-twelfth (1/12th) of his/her vacation allowance for each calendar month of service in which he/she has the minimum number of paid hours. Vacation time scheduled for any calendar month will be counted in the calendar month of months scheduled. If no vacation is scheduled the hours of vacation pay will be credited to the employee in the month the employee's check for accrued vacation is paid.

10.4 Vacation Scheduling. The employee has the entire service year following the service year in which the employee earns his/her vacation time to take his/her vacation time. Upon the completion of his/her service year, the employee should file a vacation request with the

Human Resources Department designating the time period desired for his/her vacation. The Human Resources Department will notify the employee as to the vacation schedule after an opportunity to consult with the employee's supervisor and/or manager and a chance to consider production requirements and vacation requests of other employees. If there is a conflict on a vacation request and all requests cannot be met for a particular period, the Company will give priority on a first come first serve basis. Since an employee has a full year in which to have the vacation scheduled, the employee may make the request at any time, provided it is at least 60 days in advance of the desired vacation dates. The employee is encouraged to make the vacation request as soon after completion of the service year to obtain the vacation time most desired.

10.5 Vacation Payments. Vacation payments will be made to employees either (i) the week prior to the employee's scheduled vacation date, or (ii) in lieu of vacation time off, as requested by the employee. Payment will be made at the straight time hourly rate the employee is earning at the time of payment. Employees who separate from the service of the Company, and employees who are placed on layoff status, will receive payment of accrued vacation time at such time of separation or layoff.

10.6 Holiday during Vacation. If a holiday falls within an employee's vacation period, the employee will be entitled to an extra day of scheduled vacation.

10.7 Accumulation. Vacation time is earned in one service year and is to be taken in the following service year. Vacation time will not be accumulated from one year to the next, except the Company may agree with the employee for such an accumulation to be used for special needs of the employee. If the Company and the employee have been unable to schedule vacation time for the employee during the service year in which the employee is required to take the vacation, the Company may schedule the vacation time before the end of such year. If an



employee does not take a vacation during a service year, then the Company shall pay out the vacation time to the employee before the commencement of the next service year.

10.8 Notice of Vacation Time Accrued. The Company will notify each employee on their paychecks of the amount of vacation time the employee has earned for that year and will provide the employee with the form to request vacation time during the employee's succeeding service year.

ARTICLE 11  
SICK LEAVE

11.1 All employees will receive 56 hours of paid sick time on their anniversary date. These 56 hours are to be used throughout the year for sickness-related issues that arise. This includes diagnosis, care or treatment of an existing health condition or preventative care for themselves or a family member. This time may also be used for specified purposes for an employee who is a victim of domestic violence, sexual assault, stalking, or as otherwise allowed by law.

11.2 All available sick time will be reported on Employee pay stubs. All sick time will be shown as hours. Full sick days may be taken, however, for reporting purposes pay stubs will always reflect the total number of hours. A minimum of two (2) hours can be used for sick time. Employees are entitled to take partial days off instead of having to use a full sick day for a doctor's appointment if they so choose.

11.3 Sick time starts over at the beginning of each service year. Any unused sick will still be paid out on an Employee's anniversary date.

11.4 All sick time taken must be reported to Payroll for accurate record-keeping. Either written or oral communication of the need to use sick time is acceptable for the purpose of being paid for sick time. The use of sick time by an employee does not relieve the employee of his/her obligations under the Company attendance policy, including, but not limited to, the employee providing proper documentation to excuse the absence.

ARTICLE 11 – A  
BEREAVEMENT PAY

11 – A .1      In the event of a death to an immediate family member of an employee covered by this Agreement, the employee shall be entitled to receive the equivalent of three (3) days' pay for their absence from work. The immediate family shall be limited to brothers, sisters, parents, current spouse, children, grandparents, grandchildren or domestic partner, or any blood relative with the same domicile as the employee. Payment shall be made upon delivery of proof of death to the satisfaction of the Director of Human Resources. The Director of Human Resources shall have discretion to determine if the proof of death is satisfactory, however, approval will not be unreasonably withheld. An employee is only eligible to receive bereavement pay once in any six (6) month period.

ARTICLE 12  
OCCUPATIONAL INJURY PAY

12.1 If an employee has an occupational injury that requires medical attention at a medical facility, the employee will be compensated for any lost time during his regular shift on his day of injury due to such medical treatment.

ARTICLE 13  
EDUCATIONAL ASSISTANCE

13.1 The Company, in its discretion, may provide financial assistance to employees in undertaking job related educational programs at community colleges. The Company may impose such conditions and limitations on such assistance as it deems appropriate on a case by case basis.

ARTICLE 14  
SENIORITY

14.1 Seniority Defined. Seniority is defined as the length of an employee's continuous service with the Company.

14.2 Probationary Period. A newly hired employee is required to serve a probationary period of ninety (90) calendar days. An employee who is terminated during his/her probationary period shall not have recourse to the grievance and arbitration procedures set forth in this Agreement. Once an employee completes his/her probationary period he/she becomes a regular employee with seniority and his/her seniority date is the date of first employment. If more than one employee is first employed on the same day, seniority order will be determined by lot.

14.3 Loss of Seniority. Any employee shall lose all seniority rights and shall be considered terminated:

- (a) When the employee resigns or voluntarily quits;
- (b) When the employee is discharged for cause;
- (c) When the employee accepts other employment without the written consent of the Company while he/she is on leave of absence. An employee on medical leave of absence may take other employment which he/she is able to perform without the consent of the Company if the employee is unable due to his/her disability condition to perform the work available for the employee at the Company;
- (d) When the employee is absent without notifying the Company for three (3) consecutive working days, except in the case of a proven emergency in which event the employee has the obligation of notifying the Company and substantiating the emergency as soon as possible;
- (e) When the employee gives a false reason for leave of absence;

(f) When the employee fails to return from an authorized leave of absence on the date established for his/her return as provided in Section 18.4;

(g) When an employee is off the payroll for a period of twelve (12) months or more due to layoff or a disability medical leave of absence as provided in Section 18.2;

(h) When an employee fails to report to work upon recall from layoff in accordance with the following procedure: When the Company recalls an employee to work, it shall give notice to him/her by certified mail, return receipt requested, at his/her current address on file with the Company. If the employee fails to advise the Company within three (3) working days after date of receipt of said letter that the employee is available to report to work or if the employee fails to return to work within six (6) working days from the date such letter was delivered, then his/her seniority shall be lost.

14.4 Seniority List. The Company shall deliver to the Union representative a seniority list at least every six (6) months, beginning with the effective date of this Agreement. The Company may, in good faith, rely on the list in taking personnel actions. If the list is proven to be incorrect, the Company action will be corrected prospectively without any retroactive liability. The Company shall provide each designated steward with a copy of the list upon request.

14.5 Transfer Out of Bargaining Unit. An employee transferred to a supervisory, professional, office clerical, or managerial position outside the bargaining unit shall have his/her seniority frozen as of the date of transfer and he/she shall not accrue any additional seniority but shall retain the seniority he/she has then accrued in the bargaining unit, and in the event the Company permits the employee to transfer subsequently back to the bargaining unit (which

decision shall be in the Company's sole and exclusive discretion), the employee may exercise his/her accrued seniority in accordance with this paragraph.

14.6 Layoffs. The Company will lay off employees within seniority groups in reverse seniority order. Seniority groups are: (1) Research and Development, (2) Research and Development Production, (3) Mold Manufacturing, (4) Shipping and Receiving, (5) Order Fulfillment, (6) Machine Shop, (7) AFTA Production Operators, (8) AFTA Inspection, (9) AFTA Technicians and Mechanics, (10) Quality Assurance, (11) Packaging, (12) OEM Manufacturing, and (13) Photocoat Manufacturing. At the time of a layoff, the Company will transfer more senior employees from the seniority group(s) from which the layoff will occur to other seniority group(s) and will then layoff less senior surplus employees in such seniority group(s). Such transfers shall only be made if the employee has successfully completed the training currently required for the position and if the employee has successfully performed the work of the seniority group to which the employee is considered for transfer within the 24 months prior to the layoff. An employee with a minimum of one year with the Company may be retained in a seniority group in lieu of more senior employees only if they have received specialized training for specialized work required by the seniority group (e.g. mechanic's technicians, inspectors, etc.). The employee who is transferred to another seniority group to avoid layoff will be compensated at the rate of pay for the work the employee will be performing in the seniority group to which the employee is transferred.

14.6.1 Steward Seniority. In the event of a layoff, stewards in a department will be the last to be laid off in their department, and if a department is closed and a steward has performed work in another department within the prior two years (and can be trained to perform the work in said department within a reasonable period of time), the steward can exercise his/her



super-seniority to be transferred to such other department for which the steward shall perform duties as a steward.

14.7 Recalls. Employees will be recalled in seniority order including employees who have been transferred pursuant to Section 14.6. Recall procedure is set forth in Section 14.3(h).

ARTICLE 15  
GRIEVANCE PROCEDURE

15.1 Should any conflict, difference or dispute arise between the Company and the Union, or between the Company and an employee(s), such conflict, difference or dispute shall be resolved exclusively through the Grievance Procedure of this Article 15 and the Arbitration procedure set forth in Article 16. Article 15 and Article 16 of this Agreement shall be the exclusive avenue of dispute resolution for all matters whether arising out of the interpretation or any alleged violation of this Agreement as well as any alleged violation of federal, state or local law involving employment including, but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, California Fair Employment and Housing Act, California Whistleblower Protection Act, Fair Labor Standards Act, Employee Retirement Income Security Act, Americans with Disabilities Act, Age Discrimination in Employment Act, Uniformed Services Employment and Reemployment Rights Act, Older Workers Benefits Protection Act, Unruh Civil Rights Act, California Business and Professions Code, California Labor Code, California Code of Regulations, and Industrial Welfare Commission Wage Orders.

15.2 Any employee who believes he/she has a justifiable request or complaint shall discuss the request or complaint as soon as possible after the complaint arose with the Director of Human Resources and Safety with or without his shop steward being present, as the employee may elect, in an attempt to resolve the matter.

15.3 The term "grievance" as used in this Agreement is limited to a complaint that has not been settled as a result of the discussion required by paragraph 15.2 above and which involves the interpretation or application of, or compliance with, the provisions of this Agreement.

15.4 A grievance may be initiated by an aggrieved employee of the Company only in accordance with the provisions set forth in this Article.

15.5 All employee grievances shall be processed in the following manner with the express condition that the aggrieved employee or the shop steward on his behalf, must reduce the grievance to writing and present the written grievance, dated and signed by the employee, to the Human Resources Department within ten (10) working days after the employee knew or had reason to know of the facts which gave rise to the grievance. Otherwise, the grievance shall not be entitled to consideration and shall be deemed denied.

Step 1: The grievance shall be discussed in a meeting within five (5) working days from the presentation of the grievance between the aggrieved employee, the shop steward, the aggrieved employee's immediate supervisor and a member of the Human Resources Department. The Human Resources Department must give a response, in writing, to the Union and the employee within ten (10) working days after the holding of such meeting.

Step 2: If the Union is not satisfied with the Human Resource Department's response, it may, within ten (10) working days after receipt of the response, request a meeting with the Director of Human Resources and Safety, in writing, to discuss the grievance. If the Human Resources Department fails to provide the written response within the time period set forth in Paragraph 15.5, Step I, the Union may treat the grievance as appealed to Step 2. Within five (5) working days after receipt of such request, the grievance shall be discussed in a meeting between the Union Business Representative and the Director of Human Resources and Safety.

The Director of Human Resources and Safety will mail a response to the Union at its mailing address set forth in Article 22.5, in writing, within ten (10) working days after the holding of such meeting. If the Union is not satisfied with the response, it may, within fifteen (15) working days from the date of the postmark on the Director of Human Resources and Safety's letter, inform the Director of Human Resources and Safety in writing of the Union's decision to take the grievance to arbitration in accordance with the provisions of Article 16, Arbitration.

15.6 In the event that a grievance arises which effects all employees, or a group or class of employees, the grievance shall be filed by the Shop Steward and or the Union's Business Representative. Step 1 of paragraph 15.5 shall not apply to group grievances which will all proceed directly to Step 2. In all other respects the provisions of paragraph 15.1 through 15.5 shall apply with the Union being substituted for the individual employee as the grievant.

15.7 The Union may appoint one (1) Shop Steward for every fifty-five (55) bargaining unit employees working at the Company, however, in no event shall there be less than five (5) Shop Stewards. The Shop Steward shall be a working employee. The Shop Steward's duties are to represent employees in the processing of grievances and complaints with management representatives. Counseling of employees concerning grievances and investigating grievances shall be performed by the Shop Steward at the lunch or break periods or before or after work. The Union agrees that the Shop Steward's duties will be performed as quickly as possible. The Shop Steward must always remain on the job until excused by his supervisor from his regular duties. Such a release shall not be unreasonably denied. The Union will notify the Company in writing of the appointment of the Shop Stewards.

15.8 The time limits set forth in this article may for good reason be extended by the written agreement between representatives of the two parties.

15.9 Either party may be represented by a designee or designees at the Step 1 or Step 2 meetings. However, the grievant must attend all Step 1 and Step 2 meetings if the grievant is given at least seventy-two (72) hours' notice and such meetings are held during the grievant's normal working hours. A grievant will only be excused from not attending a Step 1 or Step 2 meeting if such absence is excused under the Company's attendance guidelines.

15.10 The Company shall follow all applicable state and federal law regarding the representation of employees by Union Shop Stewards at disciplinary or investigatory meetings. At all disciplinary meetings conducted by Human Resources, the employee shall be advised that they have a right to have a witness or Shop Steward present.

ARTICLE 16  
ARBITRATION

16.1 Company and Union mutually agree to arbitrate before a neutral arbitrator (the “Arbitrator”) any and all disputes or claims between the Company and the Union, or between the Company and an individual, group or class of employees, including but not limited to any and all claims arising from or relating to this Agreement, an unresolved grievance, or any alleged violation of federal, state or local law involving employment or wage and hour law including, but not limited to, disputes or claims involving: (i) Title VII of the Civil Rights Act of 1964, (ii) Civil Rights Act of 1991, (iii) Age Discrimination in Employment Act of 1967, (iv) California Fair Employment and Housing Act, (v) California Whistleblower Protection Act, (vi) Fair Labor Standards Act, (vii) Employee Retirement Income Security Act, (viii) Americans with Disabilities Act, (ix) Uniformed Services Employment and Reemployment Rights Act, (x) Older Workers Benefits Protection Act, (xi) Unruh Civil Rights Act, (xii) California Business and Professions Code, (xiii) California Labor Code, (xiv) California Code of Regulations, or (xv) Industrial Welfare Commission Wage Orders whether such disputes or claims arise in tort, in contract, or under a statute, regulation, or ordinance now in existence or that may in the future be enacted or recognized. A demand for arbitration by either the Company or the Union shall be filed and served on the opposing party within fifteen (15) days of resolution of the grievance process. Any failure to demand arbitration within this time frame and according to this Agreement shall constitute a waiver of all rights to raise any claims in any forum arising out of any dispute that was subject to arbitration to the same extent such claims would be barred if the matter proceeded in court (along with the same defenses to such claims).

16.2 Company and Union further understand and agree that (i) claims for workers’ compensation benefits, unemployment insurance, or state or federal disability insurance, (ii)

claims or disputes expressly excluded from arbitration by a federal statute, and (iii) claims expressly required to be arbitrated under a different procedure in accordance with the terms of an employee benefit plan are not covered by this Agreement and shall therefore be resolved in another appropriate forum. Company and Union also understand and agree that nothing in this Agreement should be interpreted as restricting or prohibiting any employee from filing a charge or complaint with a federal administrative agency charged with investigating or prosecuting complaints under any applicable law or regulation, including, but not limited to, the Equal Employment Opportunity Commission or National Labor Relations Board. However, any dispute or claim that is not resolved through the federal agency shall be submitted to arbitration in accordance with this Agreement.

16.3 The Arbitrator, and not any federal, state, or local court shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement, including but not limited to any claim or allegation that all or any part of this arbitration provision is void, voidable, or unenforceable. In the event of any dispute involving the applicability or enforceability of this Agreement, the Company and Union acknowledge and agree that such dispute shall be resolved by an Arbitrator selected by the parties in the manner set forth in paragraph 16.4 below. The Company and Union further acknowledge and agree that the decision rendered by the Arbitrator as to the applicability or enforceability of this Agreement shall be valid and binding upon the parties.

16.4 Company and Union shall select a mutually agreeable Arbitrator from a list of seven (7) arbitrators provided by the Federal Mediation and Conciliation Service in the Southern California area. If the panel is unacceptable to either party, another panel of seven (7) arbitrators shall be requested and the Company and Union shall each alternately strike one name from the

list, with the party striking the first name being chosen by lot, until six (6) names have been eliminated, and the person whose name remains shall be requested as arbitrator.

16.5 The Company and the Union are each responsible for calling its witnesses. The Company will release any employee witness called by the Union and such employee will “clock out” for such period of time as needed to participate in the proceedings.

16.6 The decision of the Arbitrator shall be final and binding upon the parties. In no event shall the Arbitrator have any power or jurisdiction to add to, subtract from, change or modify any provision of this Agreement. The Arbitrator shall not have jurisdiction to award any exemplary damages, punitive damages, damages for pain or suffering, emotional distress damage, or any penalty damages.

16.7 The expenses and fees of the Arbitrator shall be shared equally by the Company and the Union. If a translator is requested by either party, they shall share the cost equally, provided that if the other party does not agree to the employment of the translator, the Arbitrator shall determine if the expense is to be shared based on his or her determination as to the reasonableness of the request. The party requesting a court reporter shall bear the cost of same.

16.8 The arbitration provision of this Article shall apply to the matters covered by Article 3, No Strikes or Lockouts, except that in the event a question of fact exists as to whether or not an employee(s) has been guilty of a violation of Article 3, only such question of fact and not the extent of discipline may be resolved through the grievance and arbitration procedure of this Agreement. Provided further, the Company shall have its full remedies from a court of law if the Union violates the no strike clause.



16.9 The arbitrator shall not have jurisdiction to hear any grievance which is not filed or processed by the Union and the employee in accordance with all the time limits of this Agreement.

16.10 The grievance and arbitration provisions provided for herein, in addition to any other right or obligation under the Agreement, are limited to grievances relating to violations occurring during the express term of this Agreement. The parties recognize the principle that the Company's actions and determinations govern until and unless modified by an arbitration award which is in conformity with the provisions of this Agreement, and the Union may not, and will not apply to any court for interim relief of any kind pending such an arbitrator's award.

16.11 This arbitration provision, and its validity, construction, and performance shall be governed by the Federal Arbitration Act (the "FAA") and cases decided thereunder and, to the extent relevant, the laws of the State of California. Further, the terms and procedures governing the enforcement of this Agreement shall be governed by and construed and enforced in accordance with the FAA, and not individual state laws regarding enforcement of arbitration agreements.

16.12 Class Action Waiver. The Company and the Union agree to bring any dispute in arbitration on either an individual or group basis; provided, however, the Union will not proceed with any matter, whether involving a violation of this Agreement or the provisions of law as set forth in Section 16.1 above, as a class action or private attorney general representative basis. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class, collective, representative, or private attorney general action, or for either party, or any employee governed hereby, to be a participant in any purported class, collective, representative, or private attorney general proceeding, including without limitation pending but not certified class actions

(hereafter, this provision will be referred to as the “Class Action Waiver”). The Arbitrator, and not any federal, state, or local court or Company, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement, including but not limited to any claim that all or any part of this Agreement is void or voidable. In any matter in which (1) a dispute is filed as a class, collective, representative, or private attorney general action and (2) the Arbitrator finds all or part of the Class Action Waiver unenforceable, the class, collective, representative, and/or private attorney general action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

## ARTICLE 17

### DISCIPLINE OR DISCHARGE

17.1 The Company shall have the right to discharge or discipline an employee for any justifiable cause, including violation of the Company's Rules of Conduct, depending upon the seriousness of the matter involved. A copy of the Company's current Rules of Conduct is attached to this Agreement as Appendix A. The Company may, from time to time, add to, delete or modify any of the Rules of Conduct. Any such change will be discussed with the Union before promulgation. The Company may also adopt an attendance policy. Any such policy will be discussed with the Union before its adoption and promulgation.

17.2 An employee receiving a written warning shall be furnished a copy thereof and shall be required to sign a second copy of the notice for the purpose of acknowledging receipt of his copy. Such form shall clearly indicate that in signing the employee is not admitting wrongdoing. In the event an employee refuses to sign the notice and acknowledge receipt thereof, such employee may be found to be insubordinate giving rise to a second violation of the Company's Rules of Conduct.

17.3 Any employee who has completed his probationary period who feels he has been discharged, laid off, suspended, disciplined or demoted, in violation of this Agreement, shall have recourse to the grievance and arbitration procedures of this Agreement.

17.4 A grievance filed by a discharged employee, upon being timely filed in writing, shall be processed commencing with Step 2 of the grievance and arbitration procedure. The filing of such a grievance shall be deemed the request for the meeting with the Director of Human Resources as per Step 2 of the grievance procedure. In the event the dispute is

unresolved after the grievance process, the discharged employee may proceed to arbitration as set forth herein above.

17.5 An employee shall be notified in writing of the grounds for discipline or discharge. An employee is entitled, upon request, that a representative of the Union be present at any disciplinary meeting with management.

17.6 The Company recognizes that discipline for violation(s) of Company rules, regulations, and policies should follow reasonably promptly after the complained-of conduct. The Company agrees not to unreasonably delay the imposition of discipline in situations involving suspensions and discharge provided, however, that delay resulting from an investigation into the alleged conduct shall be considered reasonable.

17.7 The Company shall not be required to follow any schedule of progressive discipline and any one violation of the Company's Rules of Conduct may result in immediate discharge.

ARTICLE 18  
LEAVES OF ABSENCE

18.1 Personal Leaves. The Company may grant employees personal leaves of absence without pay no more frequently than once in 24 months. Requests for personal leaves must be made in writing to their Supervisor in advance of the date requested for such leave. The Supervisor will refer the request to the Human Resources Department with his/her recommendation. The Company will consider requests for personal leaves based on the reason for the requested leave as well as the impact of the leave on its business. If the reason for the leave is a proven need for such leave due to a personal or family emergency, such request will not unreasonably be denied. A personal leave, if granted, will be for a specific period of time, not to exceed thirty (30) days, and such leave may be extended by the Company for an additional period not to exceed thirty (30) days up to a maximum of 12 weeks, or such longer period as is otherwise required by applicable state or federal law.

18.2 Medical Leaves. The Company will grant medical leaves (including pregnancy) without pay for any employee who becomes temporarily disabled from working for any medical reason whether such disability is or is not work related. The employee must promptly advise the Company of the medical reason for the requested leave, the anticipated commencement date of the leave and the anticipated duration of the medical disability causing the leave. The employee's request must be accompanied by a statement from the employee's physician setting forth the employee's condition that requires the leave and its expected duration. Medical leaves will be granted for specific periods of time not to exceed twelve (12) weeks in length and will be renewed as necessary for the period of the employee's disability up to a maximum of twelve (12) months or such other period that may be required by law. During all medical leaves, the

Company and the Union shall comply with the requirements of the Family and Medical Leave Act and the California Family Rights Act.

18.3 Military leaves. If an employee enlists in the military service or is called to duty as a member of the National Guard or other military reserve unit or is required to participate in reserve training programs as a party of the employee's military reserve duty, the employee will be granted leave without pay in accordance with applicable federal and state laws.

18.4 Union Leaves. Employees, not to exceed three (3) at any one time, who are elected as delegates to the Union's Triennial Convention will be granted unpaid leaves of absence to enable them to attend the convention. Stewards will, upon ten (10) days advance written notice by the Union, be granted unpaid leaves of absence in order to participate in Union sponsored training sessions, seminars, etc. Such leaves will be limited annually to a total of twenty (20) working days for the group and no more than five (5) working days for any one steward.

18.5 Leave Protection. An employee shall maintain his/her seniority during a period of leave and will continue to be credited with years of service during such leave. When an employee returns to work at the end of a leave of absence the employee will be returned to his/her former position (if an opening exists), or will be offered a comparable position in accordance with the employee's seniority, provided the employee has the ability to perform such job. An employee who does not return at the end of his/her leave of absence will be deemed to have quit his/her employment, as more fully set forth in 14.3, except in the case of a proven emergency in which event the employee has the obligation of notifying the Company and substantiating the emergency as soon as possible.

18.6 Return from Leave. To the extent allowed by law, employees on a leave for a period of more than four (4) weeks who do not have a fixed date of return must contact the Human Resources department on a bi-weekly basis to inform Human Resources of the status of the leave and an estimated return date. Employees on a leave of absence for any period of time who have a fixed date of return must promptly contact the Human Resources Department with the date specified for their return. If an employee with a fixed date of return discovers that the date may change, they will promptly notify Human Resources of the change and will thereafter communicate with Human Resources regarding the new estimated return date.

ARTICLE 19  
INSURANCE BENEFITS

19.1 Employee Medical Plan. The Company will continue to provide employees with United Health Care Plan, Blue Shield, Anthem or similar reputable medical insurance carrier (“Medical Plan”). For the current policy, the employee will contribute \$40.63 per week for his/her individual coverage with the Company paying the balance of the premium cost, except as provided in Section 19.4. For the current policy, the employee’s contribution will be deducted at the rate of \$40.63 from each weekly paycheck.

19.2 Dependent Coverage. The Medical Plan provides that the employee may elect coverage of his/her eligible dependents. If the employee elects to cover his/her eligible dependents the employee and the Company will each pay fifty percent (50%) of the cost of such dependent coverage.

19.3 Life Insurance. The Company will continue to provide employees with a Life Insurance \$20,000.00 group term policy.

19.4 Increases in Medical Plan Costs. Any increase in the cost of the employee and/or dependent coverage of the Medical Plan effective for the Plan year beginning November 1, 2019 will be borne as follows: (1) if the increase is 0-5%, the Company will pay 80% of the increase and the employee will pay 20% of the increase; (2) if the increase is 5.1%-9.9%, the Company will pay 70% of the increase and the employee will pay 30% of the increase; and (3) if the increase is 10% or greater, the Company will pay 60% of the increase and the employee will pay 40% of the increase. The increase in cost will be calculated utilizing the currently paid total premium of \$565.24 for the employee only coverage and \$1,610.86 for the coverage of the eligible dependents of the employee. The employee’s contribution for his/her coverage and/or coverage of the employee’s eligible dependents will be made by payroll deduction.



19.5 Optical Lenses – Eyeglass Program.

(a) Employees are eligible for the Company's Eyeglass Program after completing 90 days of employment. An employee is eligible for an eye exam once every twelve (12) months. Employee's family members are eligible to receive eye exams at a discounted price, from our contracted optometry location. Employees should contact the Human Resources department for the location of participating optometry clinics.

(b) An Employee is eligible for two frames per year at cost of \$5.00 each. Immediate family members of an employee must provide their own frames.

(c) Lenses. Employees qualify for 2 free pair of lenses per year (every 12 months). A free pair must be clear lenses or NuPolar. Extra nominal fees are charged for Transitions photochromic lenses, Drivewear lenses or extra coatings. For the second pair, an employee pays the same prices as his/her immediate family members.

(d) Immediate family members are qualified to receive 2 pairs of lenses every 12 months. Immediate family member is defined as spouse, children, and/or parents. Lenses for family members can be purchased at a cost of: (1) \$5.00 for single vision lenses (1st pair), (2) \$15.00 for bifocals/progressives (1st pair), (3) \$20.00 for single vision lenses (2nd pair), and (4) \$30.00 for bifocals/progressive lenses (2nd pair).

19.6 Change of Carrier. The Company may change the provider of the medical and/or life insurance plan so long as benefits are substantially equivalent.

19.7 The Company will continue to provide Medical and Life Insurance for the calendar month in which the employee is laid off or begins a leave of absence and for a period of two (2) calendar months thereafter. The employee is required to make his/her contributions for the Medical Insurance by direct payment to the Company. In the event an employee on a leave

of absence or after lay off fails to make the necessary payment/contribution for his/her or their family's medical insurance, such failure to make payment of such contribution as required will result in the employee being placed on the "Cobra Program" and the Company will cease making its require contribution as set forth herein above.

ARTICLE 20  
WORK BY EMPLOYEE OF THE COMPANY  
NOT IN THE BARGAINING UNIT

20.1 Employees of the Company not covered by this Agreement, including supervisors, engineers and office clerical employees, may, in addition to their required duties, perform work normally performed by employees covered by this Agreement to the extent consistent with past practice.

20.2 The Company agrees that this Article shall not be used for the purpose of avoiding the recall of bargaining unit employees from layoff or displacing bargaining unit employees from work they normally perform.

20.3 Temporary Service Personnel.

(a) In order to maintain efficient operations, the Parties agree that the Company has the right to utilize temporary service personnel. Except as provided hereinbelow, the number of temporary service personnel will not exceed ten percent (10%) of the number of bargaining unit employees.

(b) The Company has the right to use temporary service personnel without regard to Paragraph 20.3(a) above, if it is necessary to meet manning requirements because of:

1. Unexpected workflow fluctuations due to weather, seasonal needs, or unforeseen circumstances;
2. Temporary projects, provided that there is no bargaining unit associate on layoff with recall rights who is willing and able to perform the work in question; or

3. Absenteeism, including, but not limited to vacations and leaves of absence.

(c) Nothing contained in this provision is intended to limit the Company's rights under Article 2 "Rights of Management" of this Agreement, including but not limited to, the right to subcontract.

## ARTICLE 21 TRANSFERS

21.1 The Company will maintain a list of employees who have requested transfer to another position and will consider all requests on the list applicable to the position to be filled on a first come first serve basis. If the Company does not fill the open position by selecting one of the employees who have requested such a transfer, the Company will attempt to fill the open position by posting the open position as provided in section 21.6 or the company will: (i) assign an employee to the position; (ii) hire a new employee for the position; or (iii) place temporary service personnel in such position if applicable.

21.2 The employee desiring such a transfer should submit his/her request to the Human Resources Department who will be responsible for maintaining the list and assisting in the consideration by seniority of all applicable requests. The employee may file a request any time after completing his/her first year of employment and may modify or withdraw his/her request at any time. Such requests must be made in writing. All requests for transfer shall be made on the appropriate form provided in the Human Resources Department and shall be maintained on file for a period of sixty (60) days. If a request for transfer cannot be completed within sixty (60) days from the date submitted, the Human Resources Department will return the request form to the employee. The form utilized by the Human Resources Department shall indicate this procedure and if a transfer cannot be provided within sixty (60) days, then the employee is entitled to re-submit their request form.

21.3 An employee requesting a transfer due to the employee's particular sensitivity to certain chemicals or fumes prevalent in the employee's work area will, after providing Human Resources with a medical note confirming same, be transferred to a different job.

21.4 If the Company finds it necessary to transfer an employee from one shift to another, or between departments, such transfer shall be done in reverse seniority order, provided however, that an employee may be retained in a seniority group in lieu of a more senior employee, if the less senior employee has received specialized training for specialized work required by the seniority group. This provision shall only apply in situations where an employee does not voluntarily agree to a transfer after being requested by the Company.

21.5 The Company will not reduce the hourly rate of pay of any employee transferred. A transfer which constitutes a promotion to a higher rated position will be followed, after a period not to exceed thirty (30) days, with a review of the employee transferred to determine if an increase in pay is appropriate. Notwithstanding the foregoing, shift differentials are specific to a given shift and will not stay with the employee if the employee is transferred to a shift that would not normally carry a differential.

21.6 In the event there are no requests for transfers to an opening, the Company shall post the opening for bidding by employee. The posting will be for a minimum of 48 hours, encompassing a full workday for all shifts and departments. Qualified employees who bid for the opening will be selected in seniority order starting with the most senior qualified employee.

ARTICLE 22  
REPORTING PAY

22.1 For each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay.

22.2 The foregoing reporting time pay provisions are not applicable when:

- (a) operations cannot commence or continue due to threats to employees or property; or when recommended by civil authorities; or
- (b) Public utilities fail to supply electricity, water, or gas, or there is a failure in the public utilities, or sewer system; or
- (c) The interruption of work is caused by an Act of God or other cause not within the employer's control.

ARTICLE 23  
OVERTIME ASSIGNMENTS

23.1 Overtime shall be offered in the following manner: (1) qualified volunteers that work during the shift that is being required to work the overtime; (2) qualified volunteers within the Seniority Group (as set forth in Article 14) in which overtime is needed; and (3) if there are insufficient volunteers, mandatory overtime assignments shall be made based upon inverse seniority order of qualified employees subject to the limitations in this Article. For the avoidance of doubt, an employee is “qualified” if the overtime work to be performed is specific to a certain job duty within a given department (e.g. inspection work requires experienced inspectors and not a more senior line operator).

23.2 Employees shall not be required to work more than two (2) six-day work weeks in a four-week period. Such sixth day of work shall not be for a period of more than eight (8) hours.

23.3 No employee shall be required to work on a seventh consecutive workday, however, employees may volunteer to work on a seventh consecutive day. When required to work overtime, employees shall be notified in advance. A minimum of three (3) hour notice for overtime shall be given for overtime to be worked on a regular workday and eight (8) hours’ notice shall be given whenever an employee is required to work a sixth day in a given work week.



ARTICLE 24  
WAGES

24.1 Effective the first day of the pay period coincident with or next following the date of execution of this Agreement, the Company will provide each employee who has completed his/her probationary period (90 days of employment) an increase in his/her straight time hourly base rate of pay of three and one-half percent (3.5%) of the base rate of pay in effect for each employee as of December 31, 2019.

24.2 Effective December 31, 2020, the Company will provide each employee who has completed his/her probationary period (90 days of employment) an increase in his/her straight time hourly base rate of pay of three and one-half percent (3.5%).

24.3 Effective December 31, 2021, the Company will provide each employee who has completed his/her probationary period (90 days of employment) an increase in his/her straight time hourly rate of pay of three and one-half percent (3.5%).

24.4 Effective December 31, 2022, the Company will provide each employee who has completed his/her probationary period (90 days of employment) an increase in his/her straight time hourly rate of pay of three and one-half percent (3.5%).

24.5 Effective December 31, 2023, the Company will provide each employee who has completed his/her probationary period (90 days of employment) an increase in his/her straight time hourly rate of pay of three and one-half percent (3.5%).

24.4 The Company may at any time during the term of this Agreement increase the straight time hourly rate of pay of any employee. The Company will review and consider adjusting the straight time hourly rate of pay of all employees if a new minimum wage is mandated.

24.5 All rate increases under this Article shall not include any shift differentials

an employee may be receiving under Article 8 or any other provision of this Agreement. Thus, the yearly contract increases will be computed without including any shift differential.

24.6 No employee who has completed the probationary period will earn less than twenty-five cent (\$0.25) above the applicable minimum wage.

ARTICLE 25  
UNION SECURITY AND CHECK-OFF

25.1 Upon receipt of an individual, voluntary, written and unrevoked check-off authorization form from an employee, the Company will deduct from the pay of such employee during the first pay period of each calendar month a sum equal to the employee's union initiation fees and/or monthly membership dues and shall remit such deducted amounts to the Union within thirty (30) days.

25.3 The standard check-off authorization form supplied by the Union and executed by the employee to authorize deduction of initiation fees and dues is set forth as Appendix C.

25.4 The Union shall hold the Company harmless on account of any liability, claim, suit, or dispute arising out of the collection of monies under this Article including cost of any defense (including actual attorneys' fees) the Company reasonably deems necessary.

25.5 The Company shall not interrogate or otherwise harass employees who have executed or submitted a check-off authorization form and shall not question employees about their execution of check-off authorization forms without reasonable cause for such questioning.

ARTICLE 26  
MISCELLANEOUS

26.1 No Other Agreements. The provisions of this Agreement supersede all prior agreements and understandings, oral or written, express or implied, between the Company and the Union and between the Company and any of the employees. This Agreement shall govern the entire relationship between the Company and the Union and the Company and its employees and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise.

26.2 General Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities. 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 not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

26.3 Changes. No oral agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by the Union or any employee or group of employees with the Company. However, any amendments reduced to writing and executed by authorized representatives of the Union and the Company shall be binding and shall become a part of this Agreement, subject to all of its terms.

26.4 Waivers. A waiver of any breach or condition of this Agreement by either party or of a right by the Company to discipline or discharge an employee shall not constitute a precedent in the future enforcement of any term or condition hereof.

26.5 Notices. Any notice to be given under this Agreement shall be given by mail, be completed by and at the time of mailing, and if by the Company to the Union be addressed to Workers United, Western States Regional Joint Board, 920 S. Alvarado Street, Los Angeles, California 90006 and if by the Union to the Company at Younger Manufacturing Company, 2925 California Street, Torrance, CA 90503. Either party may by written notice change the address to which registered mail notice shall be given.

26.6 No privileges or benefits or wages or rates of pay in excess of those specifically set forth in this Agreement are required to be granted to employees provided the Company may voluntarily extend such or increase such hereafter.

ARTICLE 27  
DURATION

27.1 No provision of this Agreement shall be retroactive prior to the date hereof unless otherwise specifically stated herein.

27.2 This Agreement shall become effective on December 31, 2019, and shall remain in effect through December 30, 2024 and from year to year thereafter, provided that should either party desire to terminate this Agreement or to modify any of its terms, it shall notify the other party, in writing, not less than sixty (60) days prior to the 30th day of December, 2019 or any year thereafter.

ARTICLE 28  
PRODUCTIVITY PLAN

28.1 The purpose of the Productivity Plan will be to provide incentive for employees to earn compensation in addition to the compensation provided by this Agreement. The Productivity Plan will include other employees of the Company. The Company has the exclusive right to administer any the Productivity Plan and may amend, modify or terminate it in its absolute and sole discretion. Any action the Company takes respecting such Productivity Plan, the administration of it or any amendment or modification of it or its termination is not subject to the grievance and arbitration procedures of the Agreement except that section 28.4 and 28.5 of this Article will be subject to the grievance and arbitration procedures of the Agreement.

28.2 Any Productivity Plan payment earned in any Productivity Plan period will be paid to the employee by separate check within thirty (30) days after the end of such Productivity Plan period.

28.3 In the event the Company determines to terminate the Productivity Plan, it will provide the Union with written notice at least thirty (30) day prior to the beginning of any Productivity Plan period. Amendments or modifications to the Productivity Plan will be effective at the start of any Productivity Plan period. The Company will advise all employees covered by the Productivity Plan or any amendment or modification thereof before the start of any Productivity Plan Period in which such amendments or modifications are to be implemented.

28.4 An alternative payment to the Productivity Plan will be made if the total amount of the Productivity Plan payments plus any merit increases granted in a calendar year do not exceed the total amount of fifteen (\$.15) cents per hour times the average number of active bargaining unit employees. The balance shall be paid on an equal cent per hour basis to all bargaining unit employees, excluding any employee who has received a merit increase in such

calendar year. Such alternative payment will be made within 30 days after the end of the calendar year by separate check as a one-time payment.

28.5 The alternative payment to the Productivity Plan provided in section 28.4 will be applicable pursuant to its terms in each year of this Agreement if the Company terminates the Productivity Plan in any year covered by this Agreement.

28.6 An employee whose employment with the Company is separated for any reason shall be entitled to receive a pro rata share of the bonus earned for the period immediately preceding the separation. However, the Company shall not be obligated to make the payment to the individual employee until such time as all Productivity Plan payments for the period preceding the separation are made in accordance with Paragraph 28.2.



**SIGNATURE PAGE – WORKERS UNITED/YOUNGER**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed at Los Angeles, California, as of the day and year first above written, through their authorized representatives.

FOR THE COMPANY:

FOR THE UNION:

YOUNGER MFG. CO.

Workers United, Western States Regional Joint Board

BY: 

BY: 

Dated: 11/27/2019

Dated: 11/27/2019

## APPENDIX A RULES OF CONDUCT

Violation of any of the following Rules of Conduct may result in disciplinary action, including discharge, depending upon the seriousness of the matter involved. Discipline may include oral warnings, written warnings, suspension without pay, demotion and discharge. For discipline relating to violation of the Company's attendance guidelines, an employee may receive only two suspensions within one year, a third suspension, within one year, will be converted to a discharge. For all other appropriate violations, progressive discipline may, but is not required, to be utilized.

1. Insubordination. Insubordination includes, but is not limited to, belligerent acts or communications directed at management personnel, or the refusal to perform a job related task or assignment (unless such task or assignment is unreasonably safe) after having been warned that a failure to perform the task or assignment will result in disciplinary action up to and/or including termination of employment.
2. Falsification of records.
3. Horseplay, wrestling, fighting, dangerous practical joking, or boisterous conduct on Company property.
4. Theft of Company or fellow workers' property or removal from Company premises of any articles without specific written approval.
5. Wasting time, loitering or absence from assigned work area(s) without permission.
6. Careless use or willful damage to property of the Company or property of another employee.
7. Soliciting funds or selling tickets on Company premises without authorization from the Human Resources Department.

8. Quitting work, cleaning up or putting away tools before specified time.
9. Failure to report an on the job injury promptly to your supervisor.
10. Violation or disregard of safety rules, or common safety practices.
11. Gambling on Company premises.
12. Excessive absenteeism or excessive tardiness.
13. Reporting to work under the influence of alcohol, marijuana or intoxicating substances or consuming/using alcoholic beverages, marijuana or intoxicating substances during working hours.
14. Sale, possession or use of any controlled substance.
15. Absence from work without notifying the Company, or failure to return to work upon expiration of a leave of absence.
16. Possessing weapons, explosives, or cameras on Company premises without written authorization.
17. Serious acts of sub-standard workmanship, negligence or inefficiency in the performance of duty will result in a warning. Less than serious acts will result in the issuance of an "incident". Three (3) "incidents" in a 30-day period will result in a warning. Also, see the Attendance Policy.
18. Indecent conduct on Company premises.
19. Smoking in an unauthorized area.
20. Sleeping on the job.
21. Removing Company property, records, employee lists or Company confidential information from Company premises without written authorization.
22. Criminal misconduct.

23. Punching or swiping the timecard or record of another employee.
24. Failure to start work promptly at the start of shift, at the end of a meal period, or at the end of a rest period.
25. Disregard of plant security regulations.
26. Creating or contributing to unsanitary conditions.
27. Making disparaging comments or statements to the public concerning the Company's products.
28. Defacing Company property.
29. Harassment of any other employee, including sexual harassment.
30. Failure to wear, visibly, at all times the Company supplied Identity Badges while on Company premises.
31. Failure to punch/swipe in or out at any time will be counted as an attendance violation.
32. If you are unable to work you must call at least one-half hour before the start of your assigned shift and speak to your supervisor or Department Manager to advise them as to the reason and duration of your absence.  
  
If you are not able to call because of a personal emergency, you must call as soon as possible and be able to verify the emergency. Each Department Manager has a voice mail extension which records the date and time of any messages.
33. Personal use of Company property including, but not limited to, telephones, fax machines, e-mail, or computers except for emergencies or with the approval of management.
34. Reckless driving in the Company parking lot.
35. Violation of the Company dress code policy.
36. Discussion or use of Confidential Information.

APPENDIX B  
ATTENDANCE GUIDELINES

The Company hereby sets forth its attendance guidelines for Excessive Absenteeism and Excessive Tardiness in conjunction with Rule 12 of the Company Rules of Conduct.

1. To help understand the term “excessive”, the following explanation is given. Excessive Absenteeism is defined as 3 absences in a 4-month period or 30 or more “incidents” for absenteeism or tardiness in a calendar year.
2. Excessive tardiness is defined as 3 of either arriving late or leaving early in a 30-day period, or combinations of absence and tardiness. It is also considered excessive tardiness when an employee arrives more than three (3) minutes late to their workstation
3. Each period of consecutive absences will be recorded as one occurrence. For example, 3 consecutive days off for the flu equals one occurrence, one day off for a cold equals one occurrence. In order for an absence of two or more consecutive days to be charged only one occurrence, the employee must call within the first hour of their scheduled shift and explain the reason as well as the duration of the absence.
4. The following absences are excused and are not included as conduct for which an employee may be subject to discipline unless otherwise stated in this Agreement:
  - a. Approved vacations taken by the employee;
  - b. Approved leaves of absence that have been requested, scheduled and approved pursuant to the Collective Bargaining Agreement; and
  - c. Leaves of absence for a proven emergency or leaves of absence that may be required by State or Federal law.
  - d. Medical leaves of absence when accompanied by a physician’s written statement;

e. Absences for the employee to visit their physician when accompanied by a physician's written statement and the Company received fourteen (14) days written notice of the doctor's appointment. In situations where the medical appointment is a follow up appointment on less than two weeks' notice, it will be excused so long as (A) the Company received a physician's statement after the first appointment; and (B) The Company receives a written statement indicating the follow up appointment prior to the actual date of the follow up appointment.

f. Absences to pick up an employee's sick or injured child from school when accompanied by a written statement from the school or to take the employee's child to a physician when accompanied by a physician's written statement;

g. Court subpoenas, when shown in advance to allow for the scheduling of a replacement, excluding traffic court;

h. Parent-teacher meetings, when Human Resources is notified at least three (3) days in advance to allow for the scheduling of a replacement;

i. Verifiable emergencies provided that the emergencies do not become excessive as defined herein; and

j. Immigration appointments required by the USDHS.

A warning for excessive absenteeism or excessive tardiness will drop off after six (6) months.

**Memorandum of Understanding  
Younger Mfg. Co. & Western States Regional Joint Board  
Reaffirmation Agreement**

This Memorandum of Understanding is between Younger Mfg. Co. ("Company") and Western States Regional Joint Board ("Union"), hereinafter collectively referred to as the "Parties."

During the course of the negotiations over the collective bargaining agreement with effective date December 31, 2019 ("Agreement"), the Company and Union agreed to execute, upon request, the attached Reaffirmation Agreement, within sixty (60) days of the third anniversary date of the Agreement between the Parties.

This Memorandum of Understanding is coexistent with the Agreement between the Parties and will expire and become null and void upon the termination of the Agreement for any reason or on December 30, 2024, whichever occurs first, unless otherwise agreed by the Parties in writing.

FOR THE COMPANY:

YOUNGER MFG. CO.

BY: 

Dated: 11/27/2019

FOR THE UNION:

Workers United, Western States Regional Joint Board

BY: 

Dated: 11/27/2019

**AGREEMENT TO REAFFIRM THE COLLECTIVE BARGAINING AGREEMENT**

This REAFFIRMATION AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between Western States Regional Joint Board ("the Union") and Younger Mfg. Co. ("the Employer").

WHEREAS, the parties are bound to a collective bargaining agreement effective on December 31, 2019, and expiring on December 31, 2024; and

WHEREAS, the parties have reviewed the terms of that agreement in light of current economic conditions; and

WHEREAS, the parties find that the terms of the extant collective bargaining agreement promote good labor relations and industrial stability and inure to the benefit of the workers and the Employer;

THEREFORE, it is agreed that:

1. The parties are bound by this Reaffirmation Agreement from December 31, 2022 to December 30, 2024.

2. The parties reaffirm that the terms of the December 31, 2019 to December 30, 2024 collective bargaining agreement remain in full force and effect and incorporate the terms of that agreement into this Reaffirmation Agreement.

FOR THE COMPANY:

FOR THE UNION:

YOUNGER MFG. CO.

Workers United, Western States Regional Joint Board

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_